



AGENDA

BOARD OF MAYOR AND ALDERMEN WORK SESSION

**Monday, December 18, 2017, 4:30 p.m.
City Hall, 225 W. Center St., Council Room, 2nd Floor**

Board of Mayor and Aldermen

Mayor John Clark, Presiding
Vice Mayor Mike McIntire
Alderman Jennifer Adler
Alderman Joe Begley

Alderman Betsy Cooper
Alderman Colette George
Alderman Tommy Olterman

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

Scott Boyd, Assistant Fire Chief
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. Kingsport Art Guild Update – Carol Dixon
4. Projects Status Report – Jeff Fleming
5. Review of Items on December 19, 2017 Business Meeting Agenda
6. Adjourn

Next Work Session, Jan. 8: Budget and Revenue Overview

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

City of Kingsport

Project Status in Pictures



4

TENNESSEE
Kingsport
THEN & NOW | 1917:2017



1 Wilcox Drive Sidewalk

This project is complete. The last remaining part of the project was the handrail.

2 Buffalo Grasslands Boardwalk

The project foundation/boardwalk/decking is nearly complete. The handrail and bypass remain.

3 Paving - Colonial Heights

Contracted paving in Colonial Heights is progressing on schedule.

4 Bright Future Document

The next chapter has been added into the Bright Future document. Look for it in Times News as an insert on December 20.

5 NYE Street Party

Back by popular demand, the NYE Street Party on Broad Street is sure to be a fun time!

Status Updates on Active Projects sorted by Cost

Estimated Cost	Project Owner	Project Manager	Project Name	Project #	Completion Date	CurrentStatus
\$7,500,000.00	Ryan McReynolds	Thompson, Michael	SR 347 (Rock Springs Road) [State & MTPO funded]	No City Funds	12/31/2020	Per TDOT Field Survey is complete and will be turned over to Design week of 11/12/2017.
\$6,719,995.10	Chad Austin	Chad Austin	Reedy Creek Sewer Trunk Line	SW1706	3/21/2018	W Center St crossing scheduled for 12/15-12/17. Road will be closed for entire weekend.
\$6,600,000.00	Niki Ensor	Niki Ensor	Water & Wastewater Facilities SCADA/Telemetry Project	WA1700/ SW1700/ SW1603	4/1/2019	Gathering information to complete radio pathway survey
\$4,400,000.00	Niki Ensor	Niki Ensor	WWTP Electrical Improvements	SW1800	9/1/2019	Design underway
\$4,300,000.00	Chad Austin	Hank Clabaugh	Border Regions Utility Upgrades		2/17/2020	Waterline survey is underway.
\$4,186,000.00	Chris McCartt	Mason, David	New KATS Transit Center	GP1718	11/15/2018	Change order for AEP conduits for BMA approval 11/21.
\$3,750,000.00	Niki Ensor	Niki Ensor	Chemical Feed Design	WA1403	4/1/2019	Design continues.
\$3,740,000.00	Niki Ensor	Niki Ensor	West Kingsport Forcemain and Pump Station Improvements	SW1708	6/1/2018	12/19/17 - Easements presented to BMA for approval.
\$3,300,000.00	Michael Thompson	Thompson, Michael	Indian Trail Drive Extension	GP1615	6/30/2019	Utilities met with Designer week of 11/13/2017 to finalize relocations plan.
\$2,291,714.00	Chad Austin	Mike Hickman	Colonial Heights Ph V Sewer & Water	SW1512/ WA1404	12/21/2017	Contractor working in Centerbrook Circle Area.
\$1,926,364.00	Chad Austin	Mike Hickman	Colonial Heights Ph IV Sewer & Water	SW1511	12/22/2017	Paving expected to begin during the week of December 4th.
\$1,700,000.00	Michael Thompson	Thompson, Michael	Main Street Rebuild [City & MTPO Funded]	GP1516	4/1/2021	The Environmental Document has been approved and schematic design is underway, based upon public comments.
\$1,688,507.50	Chad Austin	Pamela Gilmer	Pendragon Sidewalk & Water Improvement	WA1803/G P1830	9/18/2018	Crews completing new service line installations along Pendragon Road this week.
\$1,500,000.00	Rob Cole	Harris, David	Bays Mountain Dam Rehabilitation	GP1707		Bid Date changed to 12-13-2017 per Addendum No. 1 sent December 1, 2017
\$1,250,000.00	Niki Ensor	Niki Ensor	Pipe Gallery Improvements	WA1505	3/31/2018	Advertisement for Bid -11/19/17; Pre-Bid Meeting - 11/29/17; Bid Opening - 12/13/17
\$961,140.00	Michael Thompson	Thompson, Michael	Stone Drive - Phase 2 (SR 1, US 11W) Sidewalk Improvements from Stonebrook Place Pvt. Dr. to Lynn Garden Drive [95% State Funded 5% City]		8/31/2020	Design underway.
\$940,000.00	Kitty Frazier	Clabaugh, Hank	Kingsport Greenbelt - Eastern Extension - Phase 1 [Fed. Grant & City funded]	GP1529	11/1/2019	Additional Survey plats created and submitted to satisfy mortgage holder requirements to release liens.

Estimated Cost	Project Owner	Project Manager	Project Name	Project #	Completion Date	CurrentStatus
\$831,797.00	Niki Ensor	Hank Clabaugh	Colonial Heights SLS	SW1511	12/22/2017	Pump station startup on both pump stations and paving on both pump stations should be complete by December 15th.
\$697,475.00	Michael Thompson	Thompson, Michael	Stone Drive - Phase 1 (SR 1, US 11W) Sidewalk Improvements from Stonebrook Place Pvt. Dr. to American Way [95% State Funded 5% City]	TBD	12/8/2018	Value Engineering underway to meet funding availability.
\$638,357.70		Clabaugh, Hank	2017 Contracted Paving - Colonial Heights Area		12/22/2017	The majority of the project has been completed.
\$619,720.46	Michael Thompson	Thompson, Michael	Signalization of the SR 126 (Memorial Blvd. at Island Road Intersection [State & MTPO Funded])	MPO15A	6/30/2018	Telephone Utility relocation has begun. Expected start for contractor is Mid-January.
\$600,000.00	Kitty Frazier	Mason, David	Riverbend Park	GP1512	1/31/2018	Meeting to review concept alternatives on 11/3.
\$415,000.00	Chad Austin	Chris Alley	SR 93- Fall Branch section (TDOT)		12/31/2020	Project moved to 2019; "B Date" package due 9/26/2018; TDOT Letting Date: December 2018
\$352,000.00	Chad Austin	Chris Alley	SR 93- Horse Creek/Derby Drive Section (TDOT)		12/31/2021	Project moved to 2020; "B Date" package due 9/25/2019; TDOT Letting Date: December 2019
\$350,000.00	Kitty Frazier	Clabaugh, Hank	Buffalo Grasslands Boardwalk/Greenbelt Connector		1/19/2018	The project foundation/boardwalk/decking is nearly complete. The large portion of the work that remains is the handrail and concrete bypass.
\$350,000.00	Rob Cole	Austin, Chad	Bays Mountain Septic System Upgrades	GP1704	4/20/2018	Consultant is working on survey and design. Plan review meeting set for 12/18.
\$245,100.00	Rob Cole	Austin, Chad	Bays Mountain - Pavillion at Lily Pad Cove	GP1707	12/29/2017	Contractor working on finishing roofing and other details. Final roofing material to be delivered 12/13.
\$230,000.00	Helen Whitaker	Mason, David	Library Colonnade Expansion	GP1807		In design. Currently scheduled to advertise on 12/3 for early January 2018 bid opening.
\$221,800.00	Tim Elsea	Elsea, Tim	Lynn Garden Signal System [MTPO & City funded]	MPO15C	1/31/2018	Working thru comments from TDOT for approval of bid documents and plans.
\$218,713.00	Chad Austin	Spud Myrick	Hunt Rd waterline extension	WA1805	12/31/2017	Water main is complete. Still have tie-ins, testing and services to install.
\$209,106.00	Ronnie Hammonds	Clabaugh, Hank	Meadow Lane Paving - Colonial Heights		12/23/2017	Paving is expected to begin on December 18th.
\$160,000.00		Mason, David	Lynn View Community Center Site Improvements	GP1714		Bid Opening November 21, 2017.
\$79,583.00	Chad Austin	Dave Harris	Meade Tractor Sanitary Sewer Extension	SW1806	4/27/2018	Bid Opening 12-07-2017 _ East TN Turf & Landscaping Low Bidder
\$50,000.00	Steve Robbins	David Edwards	Main St. & Sullivan St. System Upgrades			Coordination underway with KATS site contractor

Estimated Cost	Project Owner	Project Manager	Project Name	Project #	Completion Date	CurrentStatus
\$11,800.00		Mason, David	Borden Park Phase II - Playground	GP1700		Presenting purchase order to BMA for approval 11/21. Utilizing U.S. Communities Purchasing Alliance to procure.
		Steve Robbins	Bloomington Culvert Replacement			Design underway by consultant (Mattern & Craig)
	Chris McCartt	Clabaugh, Hank	Carousel Park		6/4/2018	BWSC is preparing the construction documents, using Little Tikes as the playground equipment provider.

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BMA Report, December 18, 2017



Kingsport Employee Wellness, Terri Evans

	01/01/2017 – 12/08/2017	11/01/2017 – 11/30/2017
Total Utilization	90.3%	87.8%
City – Active Employees	57.5%	53.2%
City – Dependents	31.2%	37.8%
City – Retirees	2.4%	2.3%
Extended-Patient	3.0%	1.7%
Work Comp	.7%	.6%
No Show	5.1%	4.4%

Worker's Compensation, Terri Evans

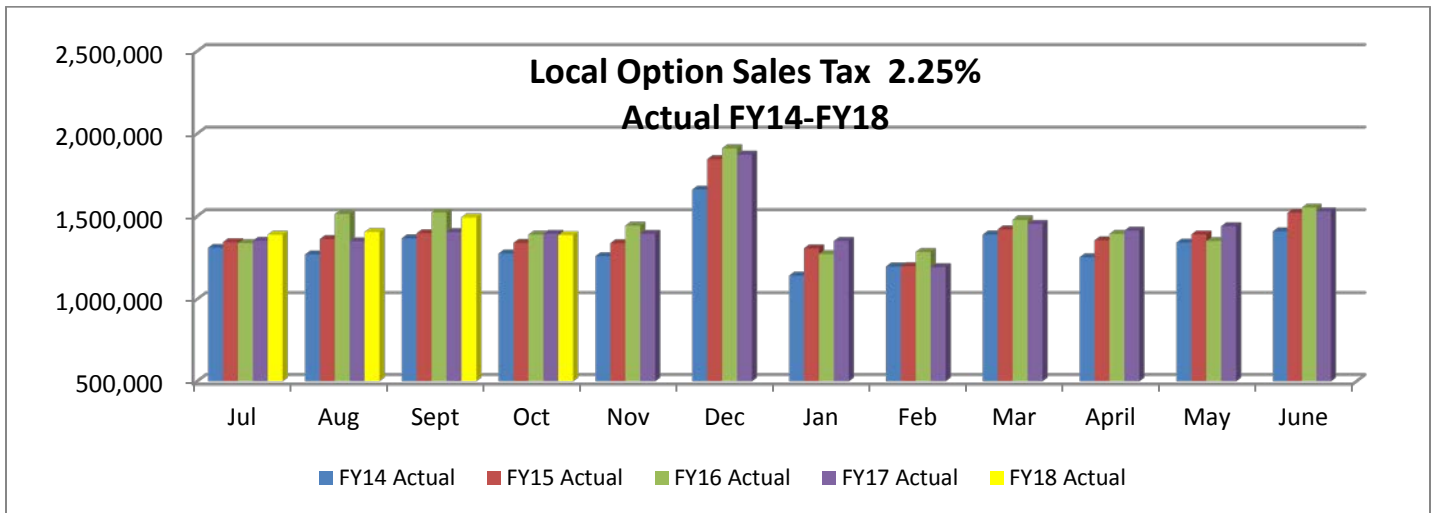
For the month of November 2017, the city had two (2) workers compensation claims that resulted in lost time.

Financial Comments, Judy Smith

See next page.

City of Kingsport
Local Option Sales Tax .25%
Regional Sales Tax Fund
Five Year History

	FY14	FY15	FY16	FY17	FY18	Adopted	Variance		% of Growth	
	Actual	Actual	Actual	Actual	Actual	FY18 Budget	FY18 Over/ Under Budget	FY18 Over/Under Prev. Year Actual	FY18 Over/Under Prev. Year Actual	FY18 Over/ Under Budget
Jul	1,312,286	1,346,896	\$1,341,027	\$1,354,948	\$1,392,147	\$1,369,430	22,717	37,199	2.75%	1.66%
Aug	1,271,614	1,365,262	1,513,366	1,351,703	1,408,119	\$1,365,406	42,713	56,416	4.17%	3.13%
Sept	1,369,878	1,401,017	1,523,474	1,407,707	1,493,952	\$1,406,960	86,992	86,245	6.13%	6.18%
Oct	1,278,027	1,342,308	1,392,699	1,397,511	1,389,451	\$1,377,506	11,945	(8,060)	-0.58%	0.87%
Nov	1,261,963	1,340,457	1,446,687	1,396,643		\$1,394,595				
Dec	1,661,378	1,845,794	1,911,650	1,873,531		\$1,845,939				
Jan	1,143,685	1,309,305	1,274,292	1,353,575		\$1,343,079				
Feb	1,198,993	1,201,182	1,287,536	1,194,890		\$1,201,182				
Mar	1,392,759	1,424,090	1,481,645	1,457,518		\$1,424,090				
April	1,255,243	1,357,635	1,396,651	1,416,452		\$1,366,651				
May	1,343,786	1,393,582	1,353,162	1,442,890		\$1,363,162				
June	1,411,977	1,520,599	1,552,713	1,529,681		\$1,530,600				
Total	15,901,589	16,848,127	17,474,902	17,177,049	5,683,669	16,988,600	\$ 164,367	\$ 171,800	3.12%	2.96%





AGENDA

BOARD OF MAYOR AND ALDERMEN

BUSINESS MEETING

**Tuesday, December 19, 2017, 7:00 p.m.
City Hall, 225 W. Center St., Courtroom, 2nd Floor**

Board of Mayor and Aldermen

Mayor John Clark, Presiding
Vice Mayor Mike McIntire
Alderman Jennifer Adler
Alderman Joe Begley

Alderman Betsy Cooper
Alderman Colette George
Alderman Tommy Olterman

City Administration

Jeff Fleming, City Manager
Chris McCartt, Assistant City Manager for Administration
Ryan McReynolds, Assistant City Manager of Operations
J. Michael Billingsley, City Attorney
James Demming, City Recorder/Chief Financial Officer
David Quillin, Police Chief
Scott Boyd, Assistant Fire Chief
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 Bryan Moore, Fordtown Baptist Church

III. ROLL CALL

IV.A. RECOGNITIONS & PRESENTATIONS

1. Above & Beyond – Sasha Neglia (Alderman Adler)
2. Commendation for Leland Leonard (Vice Mayor McIntire)
3. Above & Beyond – Frank Oglesby & Bob Winstead, Jr. (Vice Mayor McIntire)
4. Kingsport City Schools Superintendent (Susan Lodal, BOE President)

IV.B. APPOINTMENTS

1. Appointments to the Board of Zoning Appeals (AF: 304-2017) (Mayor Clark)
 - Appointments
2. Reappointment of City of Kingsport Municipal Judge (AF: 315-2017) (Mayor Clark)
 - Appointment
3. Appointments to the Emergency Communications District / E-911 Board (AF: 316-2017) (John Clark)
 - Appointment

V. APPROVAL OF MINUTES

1. Work Session – December 4, 2017
2. Business Meeting – December 5, 2017

VI. COMMUNITY INTEREST ITEMS

A. PUBLIC HEARINGS

1. Public Hearing for Annexation Annual Plan of Services Report (AF: 298-2017) (Nathan Woods)
 - Public Hearing
2. Public Hearing and Resolution Amending 2015 Consolidated Plan for Housing and Community Development (AF: 323-2017) (Lynn Tully)
 - Public Hearing
 - Resolution

COMMENT

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

B. BUSINESS MATTERS REQUIRING FIRST READING

1. Appropriate Donations from Received for Owen's Train at Centennial Park, Rise Together Kingsport and Humanae: Work in Progress (AF: 306-2017) (Chris McCartt)
 - Ordinance – First Reading
2. Amend the FY 2018 General Project Fund Budget (AF: 311-2017) (David Frye)
 - Ordinance – First Reading
3. Budget Adjustment Ordinance for FY18 (AF: 310-2017) (Jeff Fleming)
 - Ordinance – First Reading

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION

1. Accept a Private Monetary Donation for the Police K-9 Program and Appropriate the Funds (AF: 299-2017) (David Quillin)
 - Ordinance – **Second Reading and Final Adoption**

D. OTHER BUSINESS

1. Awarding the Bid for the Purchase of One (1) Tandem Axle Dump Truck (AF: 307-2017) (Ryan McReynolds, Steve Hightower)
 - Resolution
2. Amend Contract with Consultants for Changes to Kingsport Area Long-Range Transportation Plan (AF: 295-2017) (Bill Albright, Mike Thompson)
 - Resolution
3. Approval of Easements and Rights-of-Way for West Kingsport Sewer Improvements Project (AF: 302-2017) (Ryan McReynolds)
 - Offers
4. Award the KCS School Nutrition Services Dairy Bid to Prairie Farms Dairy (AF: 309-2017) (David Frye, Jennifer Walker)
 - Resolution
5. Right-of-Way Easement with Kingsport Power Company (AF: 312-2017) (Ryan McReynolds)
 - Resolution
6. Awarding the Bid for the Purchase of Nine (9) Marked Police Sedans (AF: 320-2017) (David Quillin, Steve Hightower)
 - Resolution
7. Awarding the Bid for the Purchase of Three (3) Unmarked Police Sedans (AF: 321-2017) (David Quillin, Steve Hightower)
 - Resolution
8. Approving a Reciprocal Easement Agreement for the Private Road to the Communication Towers on Bays Mountain (AF: 319-2017) (Chris McCartt)
 - Resolution
9. Approval of Easements and Rights-of-Way (AF: 313-2017) (Ryan McReynolds)
 - Offers
10. One Source Hosting Contract for Superion, LLC Hosting Services (AF: 317-2017) (Chris McCartt)
 - Resolution

11. Amend the Perkins & Will Professional Services Agreement for Architectural Services for the Dobyys-Bennett High School Science and Technology Center Project (AF: 308-2017) (David Frye)
 - Resolution
12. Ratifying the Mayor's Signature (AF: 325-2017) (Chris McCartt)
 - Resolution
13. Kingsport City Schools to Enter into an Opt-In Agreement with Metro Nashville Public Schools and Education Networks of America, Inc. (ENA) for Voice Services and Approve the Purchase of Phone Equipment (AF: 324-2017) (David Frye)
 - Resolution
14. Changing the Meeting Date Business Meetings of the Board of Mayor and Aldermen from the First and Third Tuesdays to the Second and Fourth Tuesdays in January, 2018 (AF: 318-2017) (Mike Billingsley)
 - Resolution

VII. CONSENT AGENDA

1. Apply for and Receive Partnership Grant from the Tennessee Arts Commission (AF: 305-2017) (Chris McCartt)
 - Resolution
2. Approve Issuance of Certificates of Compliance for Businesses to Sell Retail Alcoholic Beverages (AF: 314-2017) (Jim Demming)
 - Certificates of Compliance

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



AGENDA ACTION FORM

Appointments to the Board of Zoning Appeals

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

Action Form No.: AF-304-2017
 Work Session: December 18, 2017
 First Reading: N/A

Final Adoption: December 19, 2017
 Staff Work By: Ken Weems
 Presentation By: Mayor Clark

Recommendation:

Approve appointments.

Executive Summary:

It is recommended to appoint Calvin Clifton and Jeff Little to the Board of Zoning Appeals replacing Frank Oglesby, Jr. and Leland Leonard.

The recommended members were collected from the Serve Kingsport volunteer process open to all residents of Kingsport.

If approved by the Board of Mayor and Aldermen, appointments will be for three-year terms effective January 1, 2018 and will expire December 31, 2020.

Attachments:

1. Bios

	<u>Y</u>	<u>N</u>	<u>O</u>
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Clark	—	—	—

Calvin D. Clifton

1108 Fiddlers Way • Kingsport, TN 37664

cdclifton@matternandcraig.com • 423.349.6488 h • 423.431.9114 c

Employment History

Columbus Electric Mfg. – Controls Design Group – 1987-1988 - Engineering Technician

City of Kingsport – Transportation Department – 1988-1991 – Transportation Aide

City of Kingsport – Transportation Department – 1991-1992 – Transportation Planner

City of Kingsport – Water/Wastewater Department – 1992-1999 – Water/Wastewater Maintenance Manager

City of Athens – Public Work Department – 1999-2004 - Director of Public Works

Anderson & Associates – 2004-2007 – Project Manager

E. Roberts Alley & Associates – 2007-2010 – Client Services Manager (*ERA&A acquired by Littlejohn 2010*)

Littlejohn Engineering Associates – 2010-2012 – Client Services Manager (*LEA acquired by S&ME 2016*)

Mattern & Craig Engineers • Surveyors – 2012-Present – Business Development Manager

Education & Training

I. Education

A.A.S. Drafting/Design Technology - Northeast State Technical Community College – 1987

B.S. General Studies, Minor in Engineering Technology - East Tennessee State University - 1998

II. Certifications / Training

Municipal Specialist Certification – Public Works/Utilities – University of Tennessee Center for Government - Knoxville, TN - 1997

Certification of Training – 10 Hr. OSHA Construction Safety and Health – 2011-current

Certification of Training in Asset Management - Buried Asset Management Institute – International – 2016-current

Fundamentals of Erosion Prevention & Sediment Control – Level I – TN Dept. of Environment & Conservation
Certification # 130918 - Expires 12/31/17

Tennessee Erosion Prevention and Sediment Control for Construction Sites Training Program– Level II – TN Dept. of Environment & Conservation – Certification # 130918 - Expires 12/31/17

Professional Water Asset Manager (PWAM) Certification - Buried Asset Management Institute (BAMI-I) – Certified Associate Water Asset Manager – 2017

Calvin D. Clifton

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Originally from Surgoinsville, more specifically the Carters Valley area in Hawkins County, Calvin Clifton and wife Leslie live in the Rock Springs area of Kingsport. Clifton attended Volunteer High School, Northeast State Tech, and East Tennessee State University.

Clifton has a very diverse background in both the public and private sectors. He spent the first half of his career in the public works field serving in management positions with both the cities of Kingsport and Athens, in east Tennessee. More recently, since 2004, Clifton has worked in the consulting engineering field in the role of project manager and business development manager. He works primarily in east TN, western NC, and southwest VA.

A former Tennessee Chapter President, Clifton has been an active member of the American Public Works Association (APWA) for over 20 years. He presently serves on the APWA National Government Affairs Committee and served as the Tennessee Chapter Delegate to the APWA National Council of Chapters for seven years. He is a member of the Kingsport Kiwanis Club and also serves on the Kingsport Chamber Legislative Affairs Committee and the Sullivan County Emergency Communications District Board of Directors. In the past Clifton served on the Kingsport Public Library Commission, the Fun Fest Executive Committee and he is a graduate of Leadership Kingsport and Leadership McMinn County.

The Cliftons have two grown children, Megan and husband Collin Napier of Knoxville and Peyton and wife Lindsey of Kingsport. Both Megan and Peyton graduated from UT Knoxville, attended Doby's Bennett and were in the DB Band. Leslie is presently in her 30th year as a 6th Grade Science Teacher at Ross N. Robinson Middle School. They're active members of Mountain View United Methodist Church and leaders in the church community.

Jeff Little, MBA, CPA, CGMA | Partner



Certified Public Accountants | Business Advisors

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rodefermoss.com

Jeff graduated from Milligan College, BS in Business Administration 1978; ETSU, MBA in 2006 and is a licensed TN CPA.

Jeff has worked in a variety of positions for Heritage Federal Bank 1985-1996; Controller, PhyCor of Kingsport, Inc. (Holston Medical Group) 1996-1999; Controller, TPI Corporation 2000; Duncan, Taylor & Little, CPAs 2001-2006 and Rodefer Moss & Co., PLLC 2007-current.

He is married to the former Suzanne Counts and has one son, Bennett.



AGENDA ACTION FORM

Reappointment of City of Kingsport Municipal Judge

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

Action Form No.: AF-315-2017
 Work Session: December 18, 2017
 First Reading: N/A

Final Adoption: December 19, 2017
 Staff Work By: Mayor Clark
 Presentation By: Mayor Clark

Recommendation:

Approve reappointment.

Executive Summary:

It is requested that S. Curtis Rose be reappointed as Municipal Judge for the City of Kingsport. Judge Rose was recently appointed on September 19, 2017 to fulfill an unexpired term. If approved by the Board of Mayor and Aldermen, his reappointment will be for a two-year term, January 1, 2018 through December 31, 2019.

Attachments:

None

	<u>Y</u>	<u>N</u>	<u>O</u>
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Clark	—	—	—



AGENDA ACTION FORM

Appointments to the Emergency Communications District / E-911 Board

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

Action Form No.: AF-316-2017
 Work Session: December 18, 2017
 First Reading: N/A

Final Adoption: December 19, 2017
 Staff Work By: Board
 Presentation By: Mayor Clark

Recommendation:

Approve appointments.

Executive Summary:

It is recommended by the Emergency Communications District of the City of Kingsport that Thomas K. Segelhorst be considered for appointment to serve a four-year term replacing outgoing Director John Moser.

It is also the District's recommendation to reappoint Director Vivian Crymble to a fourth four-year term. With the replacement of Director Moser, the recent retirement of Chief Dye and resignation of Director Hunter Wright, the board's request is to retain as much experience as possible.

If approved by the Board of Mayor and Aldermen, both appointments would be effective January 1, 2018 through December 31, 2021.

Attachments:

1. Bio - Segelhorst

	Y	N	O
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Clark	—	—	—

Thomas K. "Tom" Segelhorst

Tom his wife Pam and sons Robert and Michael have lived in Kingsport since 1993 when he was transferred here by Mead Paper. Tom was the HR, Health and Safety Manager at the downtown paper mill until March of 2015, when he took a position with AGC Flat Glass as Area HR Manager, the position he currently holds.

Tom has a BS degree in Industrial Safety Management from University of Central Missouri. While in college Tom worked as a dispatcher for the University's Department of Public Safety (Campus police) and the Johnson County (MO) Sheriff's Office.

Tom has been active in the community being on many boards with groups such as DKA, United Way, Goodwill, Boy Scouts, Kingsport Library along with being the Chair of the Kingsport Chamber, Chair of Fun Fest, the Chair of the Indian Path Foundation, the Indian Path Board of Directors and ultimately elected to the Kingsport BMA in 2011 where he served for four years and then finished a term that was vacated by the relocation of Michelle Mitchell.

Minutes of the Regular Work Session of the
Board of Mayor and Aldermen, City of Kingsport, Tennessee
Monday, December 4, 2017, 4:30 PM
Council Room – City Hall

PRESENT: Board of Mayor and Aldermen

Mayor John Clark

Vice-Mayor Mike McIntire

Alderman Jennifer Adler

Alderman Joe Begley

Alderman Betsy Cooper

Alderman Colette George

Alderman Tommy Olterman

City Administration

Jeff Fleming, City Manager

J. Michael Billingsley, City Attorney

James H. Demming, City Recorder/Chief Financial Officer

1. **CALL TO ORDER:** 4:30 p.m. by Mayor Clark.
 2. **ROLL CALL:** By Deputy City Recorder Marshall.
 3. **RECOGNITION OF FREDERICK S. BAGGETT.** Police Chief David Quillin thanked Mr. Baggett for his recent donation to the K-9 division.
 4. **DELINQUENT TAX COLLECTION PROCESS.** Attorney Joe May gave information on this item, stating in January they would begin the process of collecting for the 2016 tax year. He pointed out this process was a cost only to the delinquent tax payers and not the regular tax payers.
 5. **MID-YEAR ROADS REPORT.** Michael Thompson gave a presentation on this item and answered questions from the board. There was some discussion.
 6. **2018 JOINT LEGISLATIVE POLICY.** City Manager Fleming discussed this item, noting there were five categories. He stated it was largely the same as last year's policy, pointing out the importance to maintain consistency.
 7. **REVIEW OF AGENDA ITEMS ON THE DECEMBER 5, 2017 REGULAR BUSINESS MEETING AGENDA.** City Manager Fleming stated all of the agenda items had been covered in one on one meetings and unless there was something specific that needed to be addressed the board could move on for the sake of time.
- IV.B.1 Appointment of Members to the Neighborhood Advisory Commission** (AF: 296-2017). City Manager Fleming read the names of those who will be serving on this new commission, noting there has been lots of positive feedback. Heather Cook stated they will meet the last Thursday of each month, with the first meeting in January of 2018.

**Minutes of the Regular Work Session of the Board of Mayor and Aldermen of
Kingsport, Tennessee, Monday, December 4, 2017**

VI.D.3 Approve Termination Agreement of Interlocal Agreement Pertaining to Animal Control (AF: 294-2017). Mr. Fleming commented on the termination of the interlocal agreement with PETWorks so that we can move forward.

8. ADJOURN. Seeing no other matters presented for discussion at this work session, Mayor Clark adjourned the meeting at 5:30 p.m.

9. UTILITIES TRAINING FOR BOARD OF MAYOR AND ALDERMEN. Chad Austin provided this training which is now mandated by law for public officials who govern utilities. The requirement is to receive twelve hours during the first year, followed by twelve for the remainder of the term..

ANGELA MARSHALL
Deputy City Recorder

JOHN CLARK
Mayor

Minutes of the Regular Business Meeting of the
Board of Mayor and Aldermen of the City of Kingsport, Tennessee
Tuesday, December 5, 2017, 7:00 PM
Large Court Room – City Hall

PRESENT:

Board of Mayor and Aldermen

Mayor John Clark, Presiding
Vice Mayor Mike McIntire
Alderman Jennifer Adler
Alderman Joe Begley

Alderman Betsy Cooper
Alderman Colette George
Alderman Tommy Olterman

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:** Jeff & CeeGee McCord.

II.B. **INVOCATION:** Pastor Tim Owen, North Kingsport Church of God.

III. **ROLL CALL:** By City Recorder Demming. All Present.

IV.A. **RECOGNITIONS AND PRESENTATIONS.**

1. Centennial Commission - Jeff & CeeGee McCord (Mayor Clark).

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

1. **Appointment of Members to the Neighborhood Advisory Commission**
(AF: 296-2017) (Mayor Clark).

Motion/Second: George/Adler, to approve:

APPOINTMENT OF THE FOLLOWING TO SERVE ON THE **NEIGHBORHOOD
ADVISORY COMMISSION:**

MEMBER

TERM EXPIRATION

LORA BARNETT (COLONIAL HEIGHTS)	2020
ANGELA BRAAN (MIDTOWN)	2020
AL CRYMBLE (HOLSTON HILLS/CLIFFSIDE)	2020
JENNIFER EGAN (GREEN ACRES)	2020
TED FIELDS (FALL CREEK)	2019
WALLACE GRILLS (BORDEN VILLAGE)	2019
JANICE IRVIN (LYNN GARDEN, LIVES IN PRESTON FOREST)	2019
JAMIE JACKSON (EDINBURGH)	2019

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, December 5, 2017**

DEBORAH MULLINS (COOKS VALLEY)	2018
MARGOT SEAY (PRESTON WOODS)	2018
JESSICA SLAUGHTER (MIDTOWN)	2018
SPENCER SNOOK (RIDGEFIELDS)	2018

ALL APPOINTMENTS ARE EFFECTIVE IMMEDIATELY AND WILL EXPIRE ON
DECEMBER 31 OF THE YEAR LISTED ABOVE.

Passed: All present voting “aye.”

V. APPROVAL OF MINUTES.

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

- A. November 20, 2017 Regular Work Session
- B. November 21, 2017 Regular Business Meeting

Approved: All present voting “aye.”

VI. COMMUNITY INTEREST ITEMS.

A. PUBLIC HEARINGS. None.

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.

B. BUSINESS MATTERS REQUIRING FIRST READING.

1. Accept a Private Monetary Donation for the Police K-9 Program and Appropriate the Funds (AF: 299-2017) (David Quillin).

Motion/Second: Begley/McIntire, to pass:

Resolution No. 2018-082, A RESOLUTION ACCEPTING A DONATION FOR THE KINGSFORT POLICE DEPARTMENT K-9 PROGRAM

Passed: All present voting “aye.”

Motion/Second: McIntire/Cooper, to pass:

AN ORDINANCE TO AMEND THE GENERAL PROJECT-SPECIAL REVENUE FUND BUDGET BY APPROPRIATING DONATED FUNDS FOR THE YEAR ENDING JUNE 30, 2018; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION.

1. Appropriate Funds for a Grant from FiftyForward for the Kingsport Senior Center (AF: 284-2017) (Shirley Buchanan).

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, December 5, 2017**

Motion/Second: George/Adler, to pass:

ORDINANCE NO. 6704, AN ORDINANCE TO AMEND THE GENERAL PROJECT-SPECIAL REVENUE FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM FIFTYFORWARD FOR THE YEAR ENDING JUNE 30, 2018; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading in a roll call vote: Clark, Adler, Begley, Cooper, George, McIntire and Olterman voting “aye.”

2. Budget Authorization for Downtown and Academic Master Plans (AF: 291-2017) (Lynn Tully).

Motion/Second: McIntire/Cooper, to pass:

ORDINANCE NO. 6705, AN ORDINANCE TO AMEND THE GENERAL PROJECT FUND FOR THE YEAR ENDING JUNE 30, 2018; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading in a roll call vote: Clark, Adler, Begley, Cooper, George, McIntire and Olterman voting “aye.”

Motion/Second: McIntire/Begley, to pass:

Resolution No. 2018-087, A RESOLUTION AUTHORIZING AMENDMENT 01, TASK 5: MARKET ANALYSIS AS PART OF THE KINGSFORT DOWNTOWN AND ACADEMIC MASTER PLAN AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT FOR THE SAME

Passed: All present voting “aye.”

3. Budget Authorization to Move Funding from Transit Garage Project into the Transit Center Project (AF: 290-2017) (Chris McCartt).

Motion/Second: McIntire/Adler, to pass:

ORDINANCE NO. 6706, AN ORDINANCE TO AMEND THE GENERAL PROJECT FUND BUDGET BY APPROPRIATING GRANT FUNDS FROM THE TENNESSEE DEPARTMENT OF TRANSPORTATION TO THE TRANSIT CENTER PROJECT FOR THE YEAR ENDING JUNE 30, 2018; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading in a roll call vote: Clark, Adler, Begley, Cooper, George, McIntire and Olterman voting “aye.”

D. OTHER BUSINESS.

1. Bid Award for the Purchase of One (1) Cab/Chassis with Man Lift Bucket and Body (AF: 300-2017) (Ryan McReynolds, Steve Hightower).

Motion/Second: Adler/Cooper, to pass:

Resolution No. 2018-083, A RESOLUTION AWARDED THE BID FOR THE PURCHASE OF ONE CAB/CHASSIS WITH MAN LIFT BUCKET AND BODY TO ALTEC

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, December 5, 2017**

INDUSTRIES, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

Passed: All present voting “aye.”

2. Release All Claims for Tennessee Farm Bureau Insurance and Its Insured Donna Goad for Damages to City Property from Vehicle Crash (AF: 297-2017) (Mike Billingsley)

Motion/Second: George/Olterman, to pass:

Resolution No. 2018-084, A RESOLUTION APPROVING A RELEASE FOR PROPERTY DAMAGE FROM TENNESSEE FARM BUREAU INSURANCE COMPANY FOR PROPERTY DAMAGE TO A WAYFINDING SIGN LOCATED ON RIVERPORT ROAD AND AUTHORIZING THE MAYOR TO EXECUTE THE RELEASE AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE RELEASE

Passed: All present voting “aye.”

3. Approve Termination Agreement of Interlocal Agreement Pertaining to Animal Control (AF: 294-2017) (Jeff Fleming).

Motion/Second: George/Olterman, to pass:

Resolution No. 2018-085, A RESOLUTION APPROVING A TERMINATION AGREEMENT WITH SULLIVAN COUNTY, TENNESSEE AND BLUFF CITY, TENNESSEE PERTAINING TO ANIMAL CONTROL AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT OR THIS RESOLUTION

Passed: All present voting “aye.”

4. Bid Award for Purchase of One (1) Tandem Axle Dump Truck (AF: 301-2017) (Ryan McReynolds, Steve Hightower).

Motion/Second: Begley/Adler, to pass:

Resolution No. 2018-086, A RESOLUTION AWARDDING THE BID FOR THE PURCHASE OF ONE TANDEM AXLE DUMP TRUCK TO WORLDWIDE EQUIPMENT INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

Passed: All present voting “aye.”

5. 2018 Tri-Cities Joint Legislative Policy (AF: 303-2017) (Jeff Fleming).

Motion/Second: McIntire/George, to pass:

ADOPT THE 2018 TRI-CITIES JOINT LEGISLATIVE POLICY.

Passed: All present voting “aye.”

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, December 5, 2017**

VII. CONSENT AGENDA. None.

VIII. COMMUNICATIONS.

A. CITY MANAGER. Mr. Fleming recognized the city employee wearing a tiara in the audience and wished City Clerk Angie Marshall a happy birthday.

B. MAYOR AND BOARD MEMBERS. Alderman Begley commended the Downtown Kingsport Association for doing a good job with the Christmas parade. He also commented on the Downtown strategy meeting. Alderman Olterman pointed out the tour of homes was coming up. Alderman George recognized VisitKingsport, DKA, and the banks who all contributed to the tree lighting and parade festivities, stating it was a success. Alderman Adler thanked the newly appointed Neighborhood Commission. She also congratulated Sasha Neglia, a sophomore at Dobyns Bennett, for her recent win at the cross country state championship. Alderman Cooper encourage everyone to enjoy the holiday season, slow down and remember others. Vice-Mayor McIntire thanked the Centennial Commission for their efforts and Steve LaHair for his leadership at the Chamber this past year. He asked citizens to be loyal and buy local, stating it is important and not just a catchy phrase. Lastly, he noted the cold weather and the importance of taking care of outside pets. Mayor Clark talked about downtown loft living, commenting on the tours given last weekend of both vacant and occupied lofts.

C. VISITORS. None.

IX. ADJOURN. Seeing no other business for consideration at this meeting, Mayor Clark adjourned the meeting at 7:50 p.m.

ANGELA MARSHALL
Deputy City Recorder

JOHN CLARK
Mayor



AGENDA ACTION FORM

Public Hearing for Annexation Annual Plan of Services Report

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

Action Form No.: AF-298-2017
 Work Session: December 18, 2017
 First Reading: N/A

Final Adoption: December 19, 2017
 Staff Work By: Nathan Woods
 Presentation By: Nathan Woods

Recommendation:

Conduct a Public Hearing and receive comment concerning the Annual Plan of Services Report for unfulfilled Annexation commitments for December 2017.

Kingsport South – Ordinance 6192 – Annual Update

Executive Summary:

Tennessee Code Annotated 6-51-108 states in part "...upon expiration of six (6) months from the date any annexed territory for which a Plan of Service has been adopted becomes a part of the annexing of the municipality, and annually thereafter until such services have been extended according to such plan, there shall be prepared and published in the newspaper of general circulation in the municipality a report of the progress made in the preceding year... the governing body by municipality shall publish notice of the public hearing on such progress reports and changes, and hold such hearings thereon..." As a result of this statute, and the need to conduct annual public hearings concerning unfulfilled Plan of Service commitments, it is required that the Board of Mayor and Aldermen conduct a public hearing to receive comments concerning the Annual Plan of Service Reports. The Notice of Public Hearing was published June 4, 2017.

Attachments:

1. Annual Plan of Services Report
2. Notice of Public Hearing
3. Map
4. Plan of Services Spreadsheet

	<u>Y</u>	<u>N</u>	<u>O</u>
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Clark	—	—	—

**DECEMBER 2017 ANNUAL PLAN OF SERVICE REPORT
FOR ORDINANCE NUMBER: 6192**

<u>Annexation Area</u>	<u>Effective Date</u>	<u>POS Deadline</u>	<u>Est. Completion</u>	<u>Status</u>
Kingsport South Ordinance. No. 6192	5/4//2012	Water Service Sewer Service Street Lighting	Completed 5/4/2020 Completed	Completed In Design Completed

NOTICE OF PUBLIC HEARING

The Kingsport Board of Mayor and Aldermen will conduct a public hearing concerning the ANNUAL PLAN OF SERVICE (POS) REPORT— December, on the following annexation areas at its December 19, 2017 regular business meeting at 7:00 P.M. in the courtroom of the City Hall Building, 225 W. Center Street, Kingsport Tennessee.

Annexation Area: Kingsport South, Ord. 6192

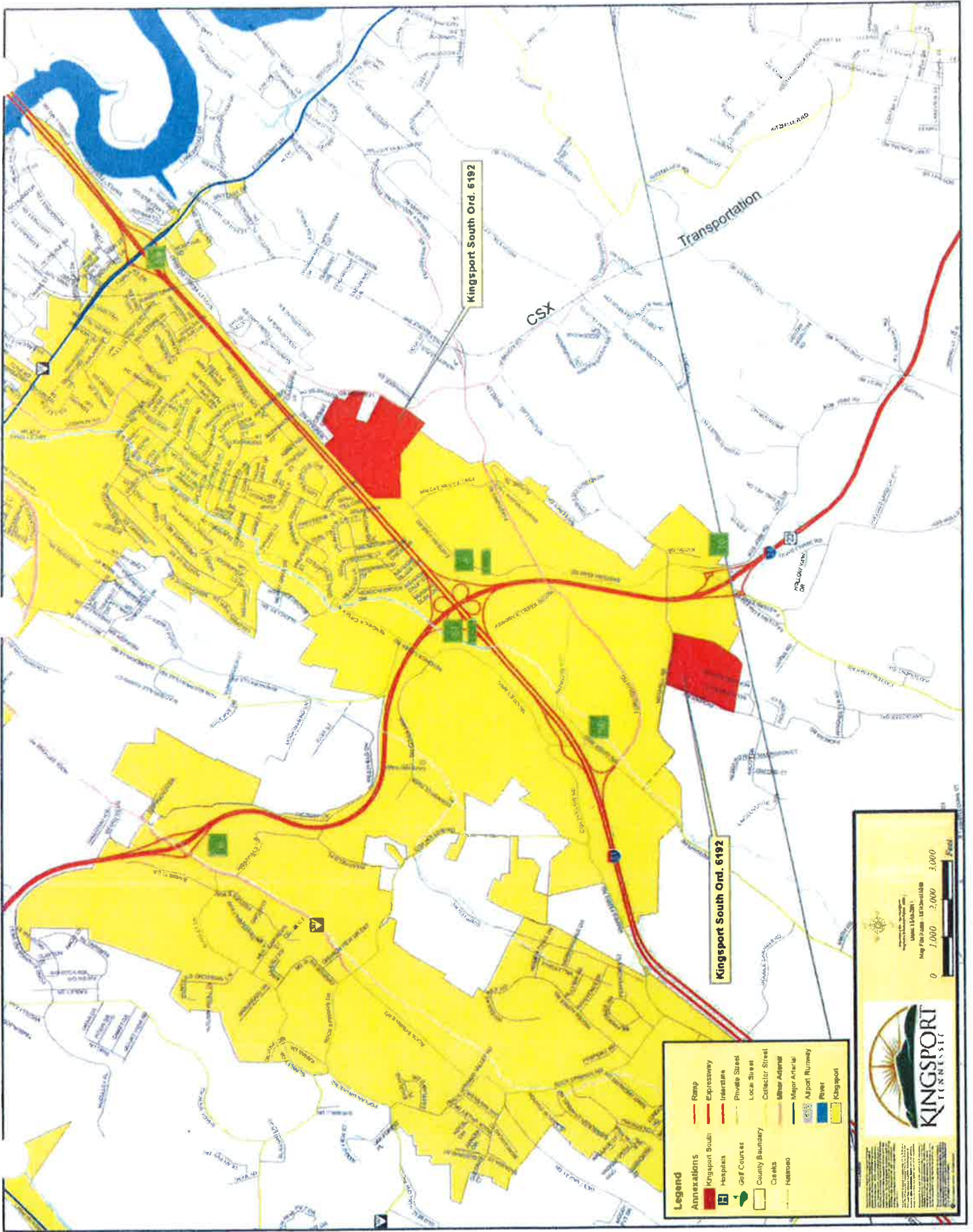
Effective Date: 5/4/2012

POS. deadline: Water, Sewer & Street Lighting

City of Kingsport

Angie Marshall, City Clerk.

P1T: 12/1/2017



2017 ANNEXATION PLAN OF SERVICES ANNUAL UPDATE FOR DECEMBER 2017

Pursuant to TCA 6-51-108, the City of Kingsport Tennessee is presenting the following report of progress on adopted Plans of Services.

All items in yellow are up for their annual update

ANNEXATION PROJECT and LOCATION	ORD/RES No.	EFFECTIVE DATE	WATER SERVICE	SEWER SERVICE	STREET LIGHTING
2008 Annexations					
08-301-00018 Cherry Knoll Annexation	5784	Dec 4, 2008	POS Amended 12/4/16 provided when dev. occurs	POS Amended 12/4/16 provided when dev. occurs	POS Amended 12/4/16 provided when dev. occurs
2011 Annexation					
11-301-00017 Colonial Heights Area 6 Part A	6147	December 16, 2011	Completed	Completed	Completed
11-301-00014 Colonial Heights Area 6 Part B	6149	December 16, 2011	Completed	Completed	Completed
11-301-00015 Colonial Heights Area 6 Part C	6151	December 16, 2011	Completed	Completed	Completed
11-301-00016 Colonial Heights Area 6 Part D	6153	December 16, 2011	Completed	Completed	Completed
2012 Annexations					
11-301-00005 Kendrick Creek Part B	6166	February 24, 2012	Completed	Completed	Completed
11-301-00019 Border Regions Area 1	6169	March 9, 2012	March 9, 2020 Design Complete	March 9, 2020 Design Complete	Completed
11-301-00020 Border Regions Area 2	6171	March 9, 2012	March 9, 2020 Design Complete	March 9, 2020 Design Complete	Completed
11-301-00021 Border Regions Area 3	6173	March 9, 2012	March 9, 2020 Design Complete	March 9, 2020 Design Complete	Completed
11-301-00022 Old Mill	6176	Completed	Completed	Completed	Completed
11-301-00024 Cleek Road Part 2	6188	Completed	Completed	Completed	Completed
12-301-00002 Eastern Star Road Part 2	6190	Completed	Completed	Completed	JCPB Completed AEP Requested
12-301-00001 Kingsport South	6192	May 4, 2012	Completed	May 4, 2020 In Design	Completed
12-301-00004 Emory Church	6202	July 6, 2012	Completed	Completed	Completed
12-301-00003					

Grandview	6204	July 6, 2012	Completed	Completed	Completed
11-301-00023			Under Const. By BUD		
JB Dennis	6224	Aug 10, 2012	August 10, 2017	Completed	Completed
12-301-00006			September 21, 2017	September 21, 2017	
Colonial Heights Area 7 Part A	6238	Sep 21, 2012	Under Construction	Under Construction	Completed
12-301-00007			September 21, 2017	September 21, 2017	
Colonial Heights Area 7 Part B	6240	Sep 21, 2012	Under Construction	Under Construction	Completed
12-301-00008			December 2, 2017	December 2, 2017	
Colonial Heights Area 7 Part C	6254	Dec 7, 2012	Under Construction	Under Construction	Completed
12-301-00009			December 2, 2017	December 2, 2017	
Colonial Heights Area 7 Part D	6256	Dec 7, 2012	Under Construction	Under Construction	Completed
12-301-00010			December 21, 2017	December 21, 2017	
Colonial Heights Area 7 Part E	6265	Dec 21, 2012	Under Construction	Under Construction	Completed
2014 Annexations					
13-301-00012					
Diana Rd 2 Annexation	6393	June 6, 2014	Completed	June 6, 2019	Completed
14-301-00007					
Ridgecrest Annexation	6437	November 7, 2014	Completed	November 7, 2019	Completed
2015 Annexations					
14-301-00009					
Ridgecrest 2 Annexation	6470	May 7, 2015	Completed	May 7, 2020	Completed
15-301-00003					
Bays Mountain Park Rd Annexation	2016-015	September 4, 2015	Completed	Completed	Completed
15-301-00004					
O'Neill Annexation	2016-016	November 20, 2015	Completed	Completed	Completed
2016 Annexations					
16-301-0001					
Westbrook Drive Annexation	2016-168	July 7, 2016	Completed	Completed	Completed
16-301-00002			In Design	In Design	
Camp Bays Mountain Annexation	2017-024	October 7, 2016	October 7, 2021	October 7, 2021	Completed
16-301-00003				In Design	
4308 Grey Fox Drive	2017-034	November 5, 2016	Completed	November 5, 2021	Completed
16-301-0004					
1392 Ridgecrest Avenue Annexation	2017-102	January 20, 2017	Completed	Completed	Completed
<p>* All Annexation Plans of Services include Police & Fire Services, Electric Services, Solid Waste Disposal, Zoning Services , Recreational Facilities, Street Maintenance and City Schools. These services are established upon the effective date of the annexation*</p>					



AGENDA ACTION FORM

Public Hearing and Resolution Amending 2015 Consolidated Plan for Housing and Community Development

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

Action Form No.: AF-323-2017
 Work Session: December 18, 2017
 First Reading: N/A

Final Adoption: December 19, 2017
 Staff Work By: Haga
 Presentation By: Lynn Tully, AICP

Recommendation:

Conduct Public Hearing and Approve 2015 Consolidated Plan Amendment Resolution.

Executive Summary:

In 2015, the Northeast TN/Southwest VA HOME Consortium, of which the City of Kingsport is a member, approved and submitted to the Department of Housing and Urban Development, its 5-year Consolidated Plan for Housing and Community Development. This Plan is the instrument which, not only guides member jurisdictions of the Consortium in their use of Federal funds, but also guides other jurisdictional parties in their pursuits of Federal funds which have a community development purpose. HUD requires all these interests to certify that any projects which seek Federal funding are consistent with the local Consolidated Plan. Kingsport Housing and Redevelopment Authority has undertaken a study and plan to replace its traditional public housing developments with other housing developments of lesser density, as well as more modern design. These plans were anticipated and included in the 2015 Consolidated Plan. However, as KHRA's plans have become more detailed, HUD has requested that planned funding sources for the developments be reallocated based on KHRA's intent for each project. Also, the Development Services office of the City has been reviewing potential development of property along a planned street realignment of Martin Luther King Boulevard which seeks to enhance access to the General Shale property adjacent to downtown. Development Services wishes to consider various potential uses of property created as a result of the realignment project, which may or may not require Federal funding to develop. In light of these issues, Development Services is requesting the Board of Mayor and Aldermen request the Northeast TN/Southwest VA HOME Consortium Board of Directors to amend the 2015 Consolidated Plan to include these developments. An amendment would require a Public Hearing and approval of a Resolution requesting amendment.

Attachments:

1. Resolution
2. Proposed Amendment Summary
3. Public Hearing Advertisement

	Y	N	O
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Ottermann	—	—	—
Clark	—	—	—

RESOLUTION NO. _____

A RESOLUTION REQUESTING APPROVAL OF AN
AMENDMENT TO THE 2015 NORTHEAST TN/SOUTHWEST VA
HOME CONSORTIUM CONSOLIDATED PLAN

WHEREAS, the city desires to assist the Kingsport Housing and Redevelopment Authority (KHRA) in its efforts to redevelop the public housing developments in the city and undertake study and planning for projects related to the MLK Boulevard Realignment Project; and

WHEREAS, projects and plans that request certain funding from the United States Government must be consistent with the local jurisdiction's Consolidated Plan approved by the Department of Housing and Urban Development; and

WHEREAS, KHRA and the city must certify that the public housing redevelopment project and MLK Boulevard Realignment Project (Midtown Plan) are consistent with the 2015 Consolidated Plan of the Northeast TN/Southwest VA HOME Consortium.

Now therefore,

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

SECTION I. That the City of Kingsport Board of Mayor and Aldermen support the redevelopment plan for public housing developments of the city, support review and planning for potential developments in the Riverview Neighborhood, and request the Board of Directors of the Northeast TN/Southwest VA HOME Consortium amend its 2015 Consolidated Plan to reflect the goals, objectives, plans and actions of the Midtown Plan and MLK Boulevard Realignment Project.

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

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

ADOPTED this the 19th day of December, 2017.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

**2015 Consolidated Plan
Proposed Amendment Summary**

The Kingsport Board of Mayor and Aldermen request the following amendments to the 2015 Consolidated Plan for Housing and Community Development:

- A) **Choice Neighborhoods Transformation Plan:** Kingsport Housing and Redevelopment Authority plans to make significant changes among its public housing and other properties. Phase 1 of the plan includes the conversions, through redevelopment, of Cloud Apartments, Holly Hills and Dogwood Terrace housing developments. This amendment includes specific identification of programs to make that conversion possible. The proposed amendment provides that Cloud Apartments be converted to project-based vouchers through HUD Section 18 Disposition. The proposed amendment also provides that Holly Hills and Dogwood Terrace developments be converted to project-based vouchers through the Rental Assistance Demonstration program.
- B) **MLK Redevelopment:** The City of Kingsport is considering realignment of Martin Luther King Boulevard, providing improved access for the Riverview Neighborhood to downtown Kingsport and new public amenity developments associated with the former General Shale property. Possible components of this proposal include acquisition of property owned by KHRA and other private owners, demolition of structures, realignment of right-of-way, creation of new developable property and development of affordable housing on new parcels. Possible sources of funding of this proposal include Federal sources, State of Tennessee sources, City-generated revenue and other sources not yet identified.

Amendment to the 2015 Northeast TN/Southwest VA HOME Consortium Consolidated Plan

The Board of Mayor and Aldermen of the City of Kingsport, TN, as a member of the Northeast TN/Southwest VA HOME Consortium, is considering requesting a substantial amendment to the 2015 Consolidated Plan. The request concerns the following two amendment proposals:

A) Choice Neighborhoods Transformation Plan: Kingsport Housing & Redevelopment Authority plans to make significant changes among its public housing and other properties. Phase 1 of the plan includes the conversions, through redevelopment, of Cloud Apartments, Holly Hills and Dogwood Terrace housing developments. This amendment includes specific identification of programs to make that conversion possible. The proposed amendment provides that Cloud Apartments be converted to project-based vouchers through HUD Section 18 Disposition. The proposed amendment also provides that Holly Hills and Dogwood Terrace developments be converted to project-based vouchers through the Rental Assistance Demonstration program.

B) MLK Redevelopment: The City of Kingsport is considering realignment of Martin Luther King Boulevard, providing improved access for the Riverview Neighborhood to downtown Kingsport and new public amenity developments associated with the former General Shale property. Possible components of this proposal include acquisition of property owned by KHRA and other private owners, demolition of structures, realignment of right-of-way, creation of new developable property and development of affordable housing on new parcels. Possible sources of funding of this proposal include federal sources, State of Tennessee sources, City-generated revenue and other sources not yet identified.

These proposed amendments will be considered by the Kingsport Board of Mayor and Aldermen at its regular business meeting on December 19, 2017, at 7:00 P.M., in the Large Courtroom, on the 2nd Floor of City Hall. This meeting will also include a Public Hearing during which citizens are encouraged to provide comments concerning the proposed amendment.

Other comments concerning the proposed amendment are encouraged to be submitted and will be accepted at the Community Development Office of the City of Kingsport at 201 W. Market Street, 2nd Floor, by the close of business on December 19, 2017.

P1T: 11/19/17



AGENDA ACTION FORM

Appropriate Donations from Received for Owen's Train at Centennial Park, Rise Together Kingsport and Humanae: Work in Progress

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

Action Form No.: AF-306-2017
 Work Session: December 18, 2017
 First Reading: December 19, 2017

Final Adoption: January 9, 2018
 Staff Work By: B. Macdonald, J. Smith
 Presentation By: Chris McCartt

Recommendation:

Approve the Ordinance.

Executive Summary:

In collaboration with the Centennial Park Leadership Team, Engage Kingsport received donations from individuals and grant from the East Tennessee Foundation to commission and install the hide and seek public art sculptures known as Owen's Train. Total amount of this donation is \$6,400. These donations pay for the commission in full.

Bank of Tennessee and Eastman are generous sponsors of the Rise Together Kingsport project and Humanae project. Their contributions totaling \$5,000 made these projects possible.

Total donations received for Public Art Projects \$11,400.

Appropriate to NC1612 Account 111-0000-601.20-20.

Attachments:

1. Ordinance

Funding source appropriate and funds are available: *af*

	Y	N	O
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Clark	—	—	—

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE
GENERALPROJECT SPECIAL REVENUE FUND
BUDGET BY APPROPRIATING DONATIONS
RECEIVED FOR THE YEAR ENDING JUNE 30,
2018; AND TO FIX THE EFFECTIVE DATE OF THIS
ORDINANCE

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

SECTION I. That the General Project Special Revenue Fund budget be amended by appropriating donations received from Engage Kingsport in the amount of \$6,400 to the Temporary Public Art project (NC1612) to commission and install the hide and seek public art sculptures known as Owen's Train and by appropriating \$3,000 in donations for Humae sponsorship and \$2,000 for Rise sponsorship to the Public Art Project (NC1612).

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Fund 111: General Proj-Special Rev Fund			
Temporary Public Art (NC1612)			
<u>Revenues:</u>	\$	\$	\$
111-0000-364-2000 From Corporations	0	5,000	5,000
111-0000-364-3000 From Non-Profits	0	6,400	6,400
111-0000-391-0100 From General Fund	50,000	0	50,000
Totals:	50,000	11,400	61,400
<u>Expenditures:</u>	\$	\$	\$
111-0000-601-2020 Professional Consultant	30,000	11,400	41,400
111-0000-601-2099 Miscellaneous	10,000	0	10,000
111-0000-601-3020 Operating Supplies & Tools	10,000	0	10,000
Totals:	50,000	11,400	61,400

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:

ANGIE MARSHALL
Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____



AGENDA ACTION FORM

Amend the FY 2018 General Project Fund Budget

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

Action Form No.: AF-311-2017
 Work Session: December 18, 2017
 First Reading: December 19, 2017

Final Adoption: January 9, 2018
 Staff Work By: David Frye
 Presentation By: David Frye

Recommendation:

Approve the Ordinance.

Executive Summary:

The Board of Education approved fiscal year 2018 budget amendment number two at their meeting on December 5, 2017. This amendment transfers funds remaining Sullivan County bond funds (\$89,445) and 2016 bond funds (\$135,239) to the D-B Track project (\$225,000). This will bring the total project funding to \$925,000. This amount is just slightly higher than the architect/engineer estimate. This will exhaust all of the funds in project GP1513 – School Improvements and will leave \$335,239 in project GP1715 – School Improvements. These funds will be combined with the \$1,000,000 in 2017 bond funds and be used to replace the roof on Johnson Elementary. We have not received an estimate for the roof replacement from the architect.

Attachments:

1. Ordinance
2. BOE Budget Amendment Number Two – FY 2018

Funding source appropriate and funds are available: *je*

	Y	N	O
Alder	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Clark	—	—	—

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE GENERAL PROJECTS
FUND BUDGETS FOR THE FISCAL YEAR ENDING JUNE 30,
2018; AND TO FIX THE EFFECTIVE DATE OF THIS
ORDINANCE

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

SECTION I. That the General Project Fund Budget be amended by decreasing the estimated revenue for the School Improvements project (GP1513) – Sullivan County Bond Funds by \$89,445 and by decreasing the appropriation for Construction Contracts by \$46,517 and by decreasing the appropriation for Architects by \$42,928; by decreasing the estimated revenue for the School Improvements project (GP1715) – 2016 GO Bonds by \$135,555 and by decreasing the appropriation for Improvements by \$135,555; by increasing the estimated revenue for the Dobyys-Bennett Track Upgrade project (GP1739) – Sullivan County Bond Funds by \$89,445 and 2016 GO Bonds by \$135,555 and by increasing appropriation for Construction Contracts by \$300,000, by decreasing the appropriation for Architectural Services by \$5,000 and by decreasing the appropriation for Equipment by \$70,000.

Fund 311: General Project Fund
School Improvements (GP1513)

<u>Revenues:</u>	\$	\$	\$
311-0000-368-1047 2014 A GO Bond Funds	953,977	0	953,977
311-0000-368-1051 2015 A GO Bond Funds	281,775	0	281,775
311-0000-368-2101 Premium from Bond Sale	122,363	0	122,363
311-0000-391-2100 Transfer from School Fund	31,088	0	31,088
311-0000-391-2150 Sullivan County Bonds Funds	125,000	(89,445)	35,555
Total:	1,513,203	(89,445)	1,424,758

<u>Expenditures:</u>			
311-0000-601-2022 Construction Contracts	1,418,799	(46,517)	1,372,282
311-0000-601-2023 Architects	74,500	(42,928)	31,572
311-0000-601-4041 Bond Sale Expense	20,904	0	20,904
Total:	1,513,203	(89,445)	1,424,758

School Improvements (GP1715)

<u>Revenues:</u>	\$	\$	\$
311-0000-368-1054 2016 GO Bond Funds	699,949	(135,555)	564,394
311-0000-368-2101 Premium from bond Sale	58,016	0	58,016
Total:	757,965	(135,555)	622,410

Expenditures:

311-0000-601-2022	Construction Contracts	352,500	216,945	569,445
311-0000-601-2023	Architects	45,000	0	45,000
311-0000-601-4041	Bond Sale Expense	7,965	0	7,965
311-0000-601-9003	Improvements	352,500	(352,500)	0
Total:		757,965	(135,555)	622,410

Dobyns-Bennett Track Upgrades (GP1739)**Revenues:**

	\$	\$	\$	
311-0000-368-1051	2015 A BO Bonds Funds	37,789	0	37,789
311-0000-368-1054	2016 GO Bond Funds	0	135,555	135,555
311-0000-391-2100	Transfer from School Fund	662,211	0	662,211
311-0000-391-2150	Sullivan County Bond Funds	0	89,445	89,445
Total:		700,000	225,000	925,000

Expenditures:

311-0000-601-2022	Architects	30,000	(5,000)	25,000
311-0000-601-2023	Construction Contracts	600,000	300,000	900,000
311-0000-601-9004	Equipment	70,000	(70,000)	0
Total:		700,000	225,000	925,000

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

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: _____

December 5, 2017

KINGSPORT CITY SCHOOLS
FISCAL YEAR 2017-2018
BUDGET AMENDMENT NUMBER TWO

CAPITAL PROJECTS FUND

DOBYNS-BENNETT TRACK PROJECT

In May 2017 the Board of Education approved funding for resurfacing the D-B track in the amount of \$700,000. This amount was based on estimates received from various vendors for the track, lighting, fencing, and bleachers. When the project was bid the low and only bid was \$1,030,001. With contingency and fees the project would have exceeded \$1,100,000. In September 2017 it was recommended that the Board reject the bid and re-bid the project, with some changes in scope.

It is planned to advertise for bids on Dec. 6, 2017 and open the bids on January 4, 2018. We also plan to make a recommendation to the Board of Education on January 9th subsequently to the Board of Mayor and Aldermen on January 23rd.

The current estimate for the total project cost is \$925,000. This includes the following:

Construction Cost	\$841,000
Architect Fees	21,610
Contingency - 6%	50,460
Miscellaneous	<u>11,930</u>
Total	<u>\$925,000</u>

With current funding established at \$700,000, an additional \$225,000 will need to be identified and transferred to this project. There are funds remaining from Sullivan County bonds of \$89,445 and there are funds remaining from 2016 bonds of \$470,794. If we use all of the Sullivan County funds and \$135,555 of the 2016 funds, that will bring the total funding to \$925,000. This will also leave 335,239 in 2016 funds that will be used with \$1,000,000 in 2017 funds to replace the roof at Johnson Elementary.

It is recommended that the Board approve a motion to transfer \$89,445 from the 2014 bond funds and \$135,555 from the 2016 bonds funds to the Dobyns-Bennett Track project.



AGENDA ACTION FORM

Budget Adjustment Ordinance for FY18

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

Action Form No.: AF-310-2017
 Work Session: December 18, 2017
 First Reading: December 19, 2017

Final Adoption: January 9, 2018
 Staff Work By: Judy Smith
 Presentation By: Jeff Fleming

Recommendation:

Approve the Ordinance.

Executive Summary:

The ordinance will transfer \$14,847 to the Veterans Memorial to complete the Sentinel Soldier monument, \$45,000 to the Lazy River Maintenance project to paint and repair the Lazy River, \$21,422 to the Rotherwood Greenbelt project to finalize and close the project and appropriate \$12,000 from TDOT to the Wilcox Drive Sidewalk Phase 5 project for CEI services and concrete cylinders tested. The projects to close are GP1405, NC1511, GP1514, GP1538, GP1208, GP1500, GP1013, MPO017, GP1210, GP1536, GP1221 and GP1604.

Water and Sewer funds will be amended by transferring \$120,000 to the Water Maintenance Facility Improvement project, \$324,947 to the Master Plan Water Upgrades project, and \$38,572 to the Sewer Maintenance Facility Improvement project. The projects to close are WA1706, WA1603 and SW1709.

Attachments:

1. Ordinance

Funding source appropriate and funds are available: *Jeff Fleming*

	Y	N	O
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Olteman	—	—	—
Clark	—	—	—

ORDINANCE NO. _____

AN ORDINANCE TO AMEND VARIOUS PROJECTS FOR
THE YEAR ENDING JUNE 30, 2018; AND TO FIX THE
EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Project Fund budgets be amended by transferring \$489 from the JBD Annex Fire Protection Upgrade project (GP1405), \$5,418 from the LIDAR Data project (NC1511), \$875 from the Engineering Building project (GP1514) \$6,425 from the KHEC Parking Lot project (GP1538), \$1,640 from the Fire Station Exhaust project (GP1536) to the Veterans Memorial project (GP1540) and \$2,292 to the General Fund. The total transferred to GP1540 is \$14,847 for the Sentinel Soldier Commission Veterans Park and by transferring \$10,723 from the 2011 GO Road Design project (GP1208), \$1,075 from the Sullivan St. Improvements PH2 project (GP1500), \$9,814 from the Trans Planning Report project (GP1221) to the Rotherwood Greenbelt project (GP1013), transfer \$6,122 from the Sullivan St. Improvements PH2 project (GP1500) to the Main Street Improvements project (GP1516) and by appropriating \$12,000 to the Wilcox Sidewalk Phase 5 project (MPO15D) and by transferring \$17 to the Urban Mass Tran Asst. VA18 project (UMV818) from the MPO Administration (MPO017) and by transferring \$13,522 to the General Fund, by transferring \$7,819 from the Fire Station 3 Improvements project (GP1210) and by transferring \$9,328 from the Generator Fire Station 5 (GP1604) project to the Fire Station Facilities project (GP1804).

SECTION II. That the Water Project Fund budgets be amended by transferring \$6,831 from the Miscellaneous Annexation Utility Improvement Project (WA1706) and transferring \$438,116 from the System Water Upgrade PH2 project (WA1603) the Maintenance Facility Improvement project (WA1805) in the amount of \$120,000 and to the Master Plan Water Upgrades project (WA1704) in the amount of \$324,947.

SECTION III. That the Sewer Project Fund budgets be amended by transferring \$12,674 from the Miscellaneous Annexation Utility Improvements project (SW1709) and by transferring \$25,898 to the Maintenance Facility Improvement project (SW1808).

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Fund 311: General Project Fund			
JBD ANX Fire Protection Upgrade (GP1405)			
Revenues:	\$	\$	\$
311-0000-368-1046 2013 B GO Pub Imp	131,100	(8,540)	122,560
311-0000-368-2101 Premium From Bond Sale	0	8,051	8,051
Totals:	131,100	(489)	130,611
Expenditures:	\$	\$	\$
311-0000-601-4041 Bond Sale Expense	0	1,542	1,542
311-0000-601-9003 Improvements	131,100	(2,031)	129,069
Totals:	131,100	(489)	130,611

Fund 459: Aquatic Center Project Fund
Lazy River Maintenance (AQ1801)

Revenues:

459-0000-391-3700 From Aquatic Center

Totals:

\$	\$	\$
0	45,000	45,000
0	45,000	45,000

Expenditures:

459-0000-601-2055 Repairs & Maintenance

Totals:

\$	\$	\$
0	45,000	45,000
0	45,000	45,000

Fund 130: Regional Sales Tax Fund

Revenues:

130-0000-392-0100 Fund Balance Approp.

Totals:

\$	\$	\$
0	45,000	45,000
0	45,000	45,000

Expenditures:

130-4804-481-7039 Aquatic Center Fund

Totals:

\$	\$	\$
1,762,450	45,000	1,807,450
1,762,450	45,000	1,807,450

Fund 419: Aquatic Center Fund

Revenues:

419-0000-391-2500 From Regional Sales Tax

Totals:

\$	\$	\$
1,762,450	45,000	1,807,450
1,762,450	45,000	1,807,450

Expenditures:

419-6996-696-7609 Aquatic Center Proj. Fund

Totals:

\$	\$	\$
0	45,000	45,000
0	45,000	45,000

Fund 111: General Project/Special Rev. Fund
LIDAR Data (NC1511)

Revenues:

111-0000-391-0100 From General Fund

Totals:

\$	\$	\$
25,000	(5,418)	19,582
25,000	(5,418)	19,582

Expenditures:

111-0000-601-2020 Professional Consultants

Totals:

\$	\$	\$
25,000	(5,418)	19,582
25,000	(5,418)	19,582

Fund 311: General Project Fund
Engineering Building (GP1514)

Revenues:

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

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

311-0000-368-1051 Series 2015A (Oct) GO PI

\$	\$	\$
5,861	0	5,861
458,251	0	458,251
246,117	(875)	245,242

311-0000-368-2101 Premium From Bond Sale	56,555	0	56,555
Totals:	766,784	(875)	765,909
Expenditures:	\$	\$	\$
311-0000-601-2023 Arch/Eng/Landscaping	25,000	14,024	39,024
311-0000-601-2036 Natural Gas	0	261	261
311-0000-601-4041 Bond Sale Expense	10,923	0	10,923
311-0000-601-9003 Improvements	730,861	(15,160)	715,701
Totals:	766,784	(875)	765,909

Fund 311: General Project Fund
KHEC Parking Lot (GP1538)

Revenues:	\$	\$	\$
311-0000-364-2000 From Corporations	0	500	500
311-0000-391-0100 From General Fund	15,925	(5,925)	10,000
Totals:	15,925	(5,425)	10,500

Expenditures:	\$	\$	\$
311-0000-601-9001 Land	0	500	500
311-0000-601-9001 Land	15,925	(5,925)	10,000
Totals:	15,925	(5,425)	10,500

Fund 311: General Project Fund
Veterans Memorial (GP1540)

Revenues:	\$	\$	\$
311-0000-364-1000 From Individuals	38,908	0	38,908
311-0000-364-2000 From Corporations	13,000	500	13,500
311-0000-364-3000 From Non-Profit Groups	186,316	0	186,316
311-0000-368-1046 2013 B GO Pub Imp	0	489	489
311-0000-368-1047 2014 A GO Bonds	75,000	0	75,000
311-0000-368-1051 Series 2015A (Oct) GO PI	0	875	875
311-0000-391-0100 From General Fund	60,800	12,983	73,783
311-0000-391-6900 Visitors Enhancement Fund	3,510	0	3,510
Totals:	377,534	14,847	392,381

Expenditures:	\$	\$	\$
311-0000-601-2022 Construction Contracts	338,882	21,410	360,292
311-0000-601-2023 Arch/Eng/Landscaping	33,050	(5,850)	27,200
311-0000-601-2075 Temporary Employees	4,378	0	4,378
311-0000-601-3010 Office Supplies	711	(200)	511
311-0000-601-3022 Operating Supplies & Tools	513	(513)	0
Totals:	377,534	14,847	392,381

Fund 311: General Project Fund
2011 GO Road Design (GP1208)

Revenues:

311-0000-368-1040 Series 2011 GO Bonds	\$ 334,893	\$ (10,723)	\$ 324,170
311-0000-368-2101 Premium From Bond Sale	12,238	0	12,238
Totals:	347,131	(10,723)	336,408

Expenditures:

311-0000-601-2023 Arch/Eng/Landscaping	\$ 314,335	\$ 0	\$ 314,335
311-0000-601-4041 Bond Sale Expense	20,948	0	20,948
311-0000-601-9001 Land	11,848	(10,723)	1,125
Totals:	347,131	(10,723)	336,408

Fund 311: General Project Fund**Sullivan St Improvements PH2 (GP1500)****Revenues:**

311-0000-368-1046 Series 2013 B GO Imp.	\$ 17,726	\$ 0	\$ 17,726
311-0000-368-1047 Series 2014A GO Bonds	1,522,557	(7,197)	1,515,360
311-0000-368-2101 Premium From Bond Sale	174,124	0	174,124
Totals:	1,714,407	(7,197)	1,707,210

Expenditures:

311-0000-601-2023 Arch/Eng/Landscaping	\$ 228,253	\$ (6,647)	\$ 221,606
311-0000-601-4041 Bond Sale Expense	14,968	0	14,968
311-0000-601-9001 Land	15,000	(550)	14,450
311-0000-601-9003 Improvements	1,456,186	0	1,456,186
Totals:	1,714,407	(7,197)	1,707,210

Fund 311: General Project Fund**Trans Planning Report (GP1221)****Revenues:**

311-0000-337-5211 FHWA/TN FHWA 90%	\$ 40,000	\$ (39,257)	\$ 743
311-0000-368-1040 Series 2011 GO Pub Imp	10,000	(9,814)	186
Totals:	50,000	(49,071)	929

Expenditures:

311-0000-601-2010 Advertising & Publication	\$ 1,000	\$ (71)	\$ 929
311-0000-601-2020 Professional Consultant	49,000	(49,000)	0
Totals:	50,000	(49,071)	929

Fund 311: General Project Fund**Main Street Improvements (GP1516)****Revenues:**

311-0000-337-5210 FHWA/TN FHWA 80%	\$ 1,359,684	\$ 0	\$ 1,359,684
311-0000-368-1047 Series 2014A GO Bonds	87,239	6,122	93,361
311-0000-368-1051 Series 2015 A (Oct) GO PI	398,526	0	398,526

311-0000-368-2101 Premium From Bond Sale	28,060	0	28,060
Totals:	1,873,509	6,122	1,879,631

Expenditures:

311-0000-601-2022 Arch/Eng/Landscaping	\$ 0	\$ 697,800	\$ 697,800
311-0000-601-4041 Bond Sale Expense	13,825	0	13,825
311-0000-601-9003 Improvements	1,859,684	(691,678)	1,168,006
Totals:	1,873,509	6,122	1,879,631

Fund 311: General Project Fund
Rotherwood Greenbelt (GP1013)

Revenues:

311-0000-337-5210 FHWA 80%	\$ 652,577	\$ 0	\$ 652,577
311-0000-368-1037 Series 2009 D (BABS) GO	277,269	0	277,269
311-0000-368-1040 Series 2011 GO Pub Imp	69,566	20,537	90,103
311-0000-368-1047 Series 2014A GO Bonds	0	1,075	1,075
311-0000-368-2101 Premium From Bond Sale	285	0	285
Totals:	999,697	21,612	1,021,309

Expenditures:

311-0000-601-2010 Advertising & Publication	\$ 2,000	\$ 0	\$ 2,000
311-0000-601-2020 Professional Consultant	11,624	0	11,624
311-0000-601-2023 Arch/Eng/Landscaping	161,025	0	161,025
311-0000-601-4041 Bond Sale Expense	2,554	0	2,554
311-0000-601-9001 Land	69,925	0	69,925
311-0000-601-9003 Improvements	752,569	21,612	774,181
Totals:	999,697	21,612	1,021,309

Fund 122: MPO Fund
Wilcox Sidewalk Phase 5 (MPO15D)

Revenues:

122-0000-332-9000 Dept. of Transportation	\$ 220,000	\$ 2,400	\$ 222,400
122-0000-337-5210 FHWA/TN FHWA 80%	880,000	9,600	889,600
Totals:	1,100,000	12,000	1,112,000

Expenditures:

122-0000-609-2010 Advertising & Publication	\$ 2,900	\$ 0	\$ 2,900
122-0000-609-2023 Arch/Eng/Landscaping	50,500	10,000	60,500
122-0000-609-9003 Improvements	1,046,600	2,000	1,048,600
Totals:	1,100,000	12,000	1,112,000

Fund 122: MPO Fund
MPO Administration (MPO017)

Revenues:

\$ \$ \$

122-0000-337-5210 FHWA/TN FHWA 80%	237,608	0	237,608
122-0000-337-5225 FHWA/VA FHWA 100%	4,687	0	4,687
122-0000-391-0100 From General Fund	59,402	(13,539)	45,863
Totals:	301,697	(13,539)	288,158

Expenditures:	\$	\$	\$
122-0000-609-1010 Salaries & Wages	157,800	(13,539)	144,261
122-0000-609-1020 Social Security	12,100	0	12,100
122-0000-609-1030 Health Ins.	22,400	0	22,400
122-0000-609-1040 Retirement	14,000	0	14,000
122-0000-609-1050 Life Ins.	360	0	360
122-0000-609-1052 Long Term Disability	230	0	230
122-0000-609-1060 Workmen's Comp	470	0	470
122-0000-609-1061 Unemployment	150	0	150
122-0000-609-2010 Advertising & Publication	1,500	0	1,500
122-0000-609-2011 Printing & Binding	300	0	300
122-0000-609-2020 Professional Consultant	60,000	0	60,000
122-0000-609-2021 Accounting & Auditing	1,200	0	1,200
122-0000-609-2034 Telephone	100	0	100
122-0000-609-2040 Travel Expense	8,000	0	8,000
122-0000-609-2041 Registration Fees/Tuition	1,000	0	1,000
122-0000-609-2042 Personal Vehicle Reimburs.	800	0	800
122-0000-609-2043 Dues and Memberships	800	0	800
122-0000-609-2044 Literature & Subscriptions	400	0	400
122-0000-609-2054 Machinery & Equip. Rental	5,800	0	5,800
122-0000-609-2099 Miscellaneous	500	0	500
122-0000-609-3010 Office Supplies	2,500	0	2,500
122-0000-609-3011 Postage	1,000	0	1,000
122-0000-609-3012 Food	722	0	722
122-0000-609-3020 Operating Supplies & Tools	3,965	0	3,965
122-0000-609-3044 Motor Pool Charges	2,500	0	2,500
122-0000-609-5012 Liability Ins.	100	0	100
122-0000-609-9004 Equipment	3,000	0	3,000
Totals:	301,697	(13,539)	288,158

Fund 122: MPO Fund

Urban Mass Tran Asst VA18 (UMV818)

Revenues:	\$	\$	\$
122-0000-332-7920 FTA/VA Section 5303 10%	411	0	411
122-0000-337-9020 FTA/VA Section 5303 80%	3,292	0	3,292
122-0000-391-0100 From General Fund	412	17	429
Totals:	4,115	17	4,132

Expenditures:	\$	\$	\$
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122-0000-609-1010 Salaries & Wages	3,355	17	3,372
122-0000-609-1020 Social Security	400	0	400
122-0000-609-1030 Health Ins.	300	0	300
122-0000-609-1040 Retirement	40	0	40
122-0000-609-1052 Long Term Disability	10	0	10
122-0000-609-1060 Workmen's Comp	10	0	10
Totals:	4,115	17	4,132

Fund 110: General Fund

110-4804-481-7052 To MPO Fund	66,322	(13,522)	52,800
110-4804-481-7036 From General Project Fund	1,748,765	(2,292)	1,746,473
110-4810-481-3020 Operating Supplies & Tools	10,000	15,814	25,814
Totals:	1,825,087	0	1,825,087

Fund 451: Water Project Fund

Misc. Annex Utility Imp (WA1706)

<u>Revenues:</u>	\$	\$	\$
451-0000-391-0529 Series 2013 B GO Pub Imp	79,314	0	79,314
451-0000-391-4500 From Water Fund	392,848	(6,831)	386,017
Totals:	472,162	(6,831)	465,331

<u>Expenditures:</u>	\$	\$	\$
451-0000-605-2023 Arch/Eng/Landscaping	60,100	(4,428)	55,672
451-0000-605-9003 Improvements	412,062	(2,403)	409,659
Totals:	472,162	(6,831)	465,331

Fund 451: Water Project Fund

System Water Upgrade PH2 (WA1603)

<u>Revenues:</u>	\$	\$	\$
451-0000-391-0529 Series 2013 B GO Pub Imp	121,491	0	121,491
451-0000-391-0531 Series 2014 B GO Bonds	942,570	0	942,570
451-0000-391-0540 Series 2015 A (Oct) GO PI	1,730,000	(288,552)	1,441,448
451-0000-391-4500 From Water Fund	149,564	(149,564)	0
Totals:	354,196	(438,116)	2,505,509

<u>Expenditures:</u>	\$	\$	\$
451-0000-605-2023 Arch/Eng/Landscaping	374,400	(52,515)	321,885
451-0000-605-9006 Purchases \$5,000 & Over	2,569,225	(385,601)	2,183,624
Totals:	354,196	(438,116)	2,505,509

Fund 451: Water Project Fund

Maintenance Facility Imp. (WA1805)

<u>Revenues:</u>	\$	\$	\$
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451-0000-391-4500 From Water Fund	0	120,000	120,000
Totals:	0	120,000	120,000

Expenditures:

451-0000-605-2023 Arch/Eng/Landscaping	\$ 0	\$ 10,000	\$ 10,000
451-0000-605-9003 Improvements	0	110,000	110,000
Totals:	0	120,000	120,000

Fund 451: Water Project Fund

Master Plan Water Upgrades (WA1704)

Revenues:

451-0000-391-0540 Series 2015 A (Oct) GO PI	\$ 0	\$ 288,552	\$ 288,552
451-0000-391-0545 Series 2016 GO (Nov 4)	485,023	0	485,023
451-0000-391-0547 Series 2017B GO Bonds	1,200,000	0	1,200,000
451-0000-391-4500 From Water Fund	0	36,395	36,395
Totals:	1,685,023	324,947	2,009,970

Expenditures:

451-0000-605-2023 Arch/Eng/Landscaping	\$ 69,030	\$ 20,000	\$ 89,030
451-0000-605-9001 Land	970	0	970
451-0000-605-9003 Improvements	1,615,023	304,947	1,919,970
Totals:	1,685,023	324,947	2,009,970

Fund 452: Sewer Project Fund

Misc Annex Utility Improvements (SW1709)

Revenues:

452-0000-391-0529 Series 2013B GO Bonds	\$ 35,801	\$ 0	\$ 35,801
452-0000-391-4200 From Sewer Fund	188,564	(12,674)	175,890
Totals:	224,365	(12,674)	211,691

Expenditures:

452-0000-606-2023 Arch/Eng/Landscaping	\$ 28,600	\$ (1,695)	\$ 26,905
452-0000-606-9003 Improvements	195,765	(10,979)	184,786
Totals:	224,365	(12,674)	211,691

Fund 452: Sewer Project Fund

Misc. Sewer Line (SW1804)

Revenues:

452-0000-391-4200 From Sewer Fund	\$ 495,898	\$ (25,898)	\$ 470,000
Totals:	495,898	(25,898)	470,000

Expenditures:

\$ \$ \$

452-0000-606-2023 Arch/Eng/Landscaping	81,000	0	81,000
452-0000-606-9003 Improvements	414,898	(25,898)	389,000
Totals:	495,898	(25,898)	470,000

Fund 452: Sewer Project Fund
Maintenance Facility Imp. (SW1808)

<u>Revenues:</u>	\$	\$	\$
452-0000-391-4200 From Sewer Fund	200,000	38,572	238,572
Totals:	200,000	38,572	238,572

<u>Expenditures:</u>	\$	\$	\$
452-0000-622-9003 Improvements	200,000	38,572	238,572
Totals:	200,000	38,572	238,572

Fund 311: General Project Fund
Fire Station 3 Improvements (GP1210)

<u>Revenues:</u>	\$	\$	\$
311-0000-368-1040 Series 2011 GO Pub Imp	389,267	0	389,267
311-0000-368-1041 Series 2012 C GO Pub Imp	42,153	0	42,153
311-0000-368-1047 2014 A GO Bonds	3,061	0	3,061
311-0000-368-1051 Series 2015A (Oct) GO PI	29,534	(7,819)	21,715
311-0000-368-2101 Premium From Bond Sale	7,147	0	7,147
311-0000-391-0100 From General Fund	136	0	136
Totals:	471,298	(7,819)	463,479

<u>Expenditures:</u>	\$	\$	\$
311-0000-601-2010 Advertising & Publication	166	0	166
311-0000-601-2022 Construction Contracts	215	0	215
311-0000-601-2023 Arch/Eng/Landscaping	3,001	3,699	6,700
311-0000-601-4041 Bond Sale Expense	11,036	0	11,036
311-0000-601-9003 Improvements	456,880	(11,518)	445,362
Totals:	471,298	(7,819)	463,479

Fund 311: General Project Fund
Fire Station Exhaust (GP1536)

<u>Revenues:</u>	\$	\$	\$
311-0000-391-0100 From General Fund	20,000	(3,932)	16,068
Totals:	20,000	(3,932)	16,068

<u>Expenditures:</u>	\$	\$	\$
311-0000-601-9003 Improvements	20,000	(3,932)	16,068
Totals:	20,000	(3,932)	16,068

Fund 311: General Project Fund
Generator Fire Station 5 (GP1604)

Revenues:

	\$	\$	\$
311-0000-368-1051 Series 2015 A (Oct) GO PI	14,534	0	14,534
311-0000-368-1054 Series 2016 GO (Nov 4)	41,997	(9,328)	32,669
311-0000-368-2101 Premium From Bond Sale	4,509	0	4,509
Totals:	61,040	(9,328)	51,712

Expenditures:

	\$	\$	\$
311-0000-601-4041 Bond Sale Expense	1,040	0	1,040
311-0000-601-9006 Purchases Over \$5,000	60,000	(9,328)	50,672
Totals:	61,040	(9,328)	51,712

Fund 311: General Project Fund
Fire Facilities (GP1804)

Revenues:

	\$	\$	\$
311-0000-368-1051 Series 2015A (Oct) GO PI	0	7,819	7,819
311-0000-368-1054 Series 2016 GO (Nov 4)	0	9,328	9,328
311-0000-368-1055 Series 2017A GO Bonds	411,354	0	411,354
311-0000-368-2101 Premium From Bond Sale	18,800	0	18,800
Totals:	430,154	17,147	447,301

Expenditures:

	\$	\$	\$
311-0000-601-4041 Bond Sale Expense	5,594	0	5,594
311-0000-601-9003 Improvements	374,560	17,147	391,707
311-0000-601-9006 Purchases Over \$5,000	50,000	0	50,000
Totals:	430,154	17,147	447,301

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:

JAMES H. DEMMING, City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

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



AGENDA ACTION FORM

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

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

Action Form No.: AF-299-2017
 Work Session: December 4, 2017
 First Reading: December 5, 2017

Final Adoption: December 19, 2017
 Staff Work By: D/C Phipps
 Presentation By: Chief Quillin

Recommendation:

Approve the Resolution and Ordinance.

Executive Summary:

Kingsport citizen, Fredrick S. Baggett, wishes to make a monetary contribution to the police department in the amount of \$2,000.00. The intended purpose of the contribution is "to support the care, maintenance and training of the K-9 animals of the police department." It is with this action that the police department respectfully requests the board to accept the contribution for the furtherance of the K-9 program.

Attachments:

1. Resolution
2. Ordinance

Funding source appropriate and funds are available: *Je*

	<u>Y</u>	<u>N</u>	<u>O</u>
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Clark	—	—	—

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE GENERAL PROJECT-SPECIAL REVENUE FUND BUDGET BY APPROPRIATING DONATED FUNDS FOR THE YEAR ENDING JUNE 30, 2018; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Project-Special Revenue Fund budget be amended by appropriating funds received from Fredrick S. Baggett in the amount of \$2,000 for the K-9 program.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Fund 111: General Project-Special Revenue Fund			
K-9 Donation (NC1808)			
Revenues:	\$	\$	\$
111-0000-364-1000 From Individuals	0	2,000	2,000
Totals:	0	2,000	2,000
Expenditures:	\$	\$	\$
111-0000-601-3012 Food	0	1,000	1,000
111-0000-601-3020 Operating Supplies & Tools	0	1,000	1,000
Totals:	0	2,000	2,000

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

JOHN CLARK, Mayor

ATTEST:

ANGIE MARSHALL
Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____



AGENDA ACTION FORM

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

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

Action Form No.: AF-299-2017
 Work Session: December 4, 2017
 First Reading: December 5, 2017

Final Adoption: December 19, 2017
 Staff Work By: D/C Phipps
 Presentation By: Chief Quillin

Recommendation:

Approve the Resolution and Ordinance.

Executive Summary:

Kingsport citizen, Fredrick S. Baggett, wishes to make a monetary contribution to the police department in the amount of \$2,000.00. The intended purpose of the contribution is "to support the care, maintenance and training of the K-9 animals of the police department." It is with this action that the police department respectfully requests the board to accept the contribution for the furtherance of the K-9 program.

Attachments:

1. Resolution
2. Ordinance

	Y	N	O
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Clark	—	—	—

RESOLUTION NO. _____

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

WHEREAS, Fredrick S. Baggett, a Kingsport citizen, would like to make a monetary donation in the amount of \$2,000.00 to the Kingsport Police Department K-9 Program; and

WHEREAS, the funds will go to support the care maintenance and training of the K-9 animals of the police department.

Now therefore,

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

SECTION I. That the monetary donation to the city from Fredrick S. Baggett of \$2,000.00 for use in the Kingsport Police Department K-9 program, is accepted.

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

ADOPTED this the 5th day of December, 2017.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Awarding the Bid for the Purchase of One (1) Tandem Axle Dump Truck

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

Action Form No.: AF-307-2017
 Work Session: December 18, 2017
 First Reading: N/A

Final Adoption: December 19, 2017
 Staff Work By: Committee
 Presentation By: R. McReynolds, S. Hightower

Recommendation:

Approve the Resolution.

Executive Summary:

Bids were opened on November 30, 2017 for the purchase of one Tandem Axle Dump Truck for use by the Public Works Department. The advertisement for the Invitation to Bid was published in the Kingsport Times News on November 5, 2017 and placed on our website for 26 calendar days. It is the recommendation of the committee to accept the low compliant bid from Triad Freightliner of TN, LLC for one (1) 2019 Freightliner M2106 w/ Rogers Body as follows:

\$106,975.00	Unit Price
<u>\$7,480.00</u>	Option A (Snow Plow)
\$114,455.00	Total Purchase Price

This is a Fleet Addition.

Funding is identified in Account # 51150085019010.

Attachments:

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

Funding source appropriate and funds are available: *af*

	<u>Y</u>	<u>N</u>	<u>O</u>
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Clark	—	—	—

RESOLUTION NO. _____

A RESOLUTION AWARDING THE BID FOR THE PURCHASE OF ONE TANDEM AXLE DUMP TRUCK TO TRIAD FREIGHTLINER OF TENNESSEE, LLC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

WHEREAS, bids were opened November 30, 2017, for the purchase of one (1) tandem axle dump truck for the use at the public works department; and

WHEREAS, upon review of the bids, the board finds Triad Freightliner of Tennessee, LLC. is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to purchase one (1) 2019 Freightliner M2016 with Rogers Body and optional snow plow, tandem axle dump truck from Triad Freightliner of Tennessee, LLC., at a total purchase cost of \$114,455.00; and

WHEREAS, funding is identified in account number 51150085019010.

Now therefore,

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

SECTION I. That the bid for the purchase of one (1) 2019 Freightliner M2016 with Rogers Body and optional snow plow, tandem axle dump truck, at a total purchase cost of \$114,455.00, is awarded to Triad Freightliner of Tennessee, LLC, and the city manager is authorized to execute a purchase order for same.

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

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

ADOPTED this the 19th day of December, 2017.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES
BID OPENING
November 30, 2017
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:

TANDEM AXLE DUMP TRUCK					
Vendor:	Qty.:	Unit Cost:	Option A:	Delivery Time:	Make/Model:
MHC Kenworth	1	\$ 91,295.00	\$20,950.00 \$13,150.00 – Plow Bumper & Central Hydraulic System \$10,100.00 – Double Acting Power Angling Plow	Left Blank	2018 Kenworth T370 with Rogers Body
Freightliner of TN	1	\$106,975.00	\$7,480.00 – Meyers Add \$500.00 – Bumper to Axle	100-150 Days	2019 Freightliner M2106 with Rogers Body
Goodpasture Motor Co.	1	\$104,900.00	\$14,000.00 – Snowdog \$6,725.00 – Western	90-140 Days	2019 International 7400 with Reynolds Body
Worldwide Equipment	1	\$113,222.00	\$6,725.00 – Western Add \$40.00 – for Myers	90-110 Days	2019 Kenworth T370 with Rogers Body
Worldwide Equipment	1	\$123,194.00	\$6,725.00 – Western Add \$40.00 for Myers	130-160 Days	2019 Mach MHD with Rogers Body

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



FLEET MAINTENANCE DEPARTMENT

City of Kingsport, Tennessee

To: Brent Morelock, Assistant Procurement Manager
From: Steve Hightower, Fleet Manager
Rodney Deel, Household Refuse Supervisor
Date: December 8, 2017
Re: Dump Truck – Tandem Axle - Purchase Recommendation

This will confirm our review and recommendation to purchase the low compliant bid of the following vendor for use by the Public Works Streets Department. The price would be \$106,975 plus the Option A: Snow Plow (Myers Plow System at \$7,480) for a final price of \$114,455.

<u>Item</u>	<u>Quantity</u>	<u>Description</u>	<u>Award to Vendor</u>	<u>Fuel Economy</u>
1	1	2019 Freightliner M2106 w Rogers Body	Triad Freightliner	5 City/ 6 Hwy

Low Compliant Bidder

The bidder was the low compliant bidder in all major aspects of the minimum specification requirements for the Tandem Axle Dump Truck specified, which includes a Rogers dump body and Myers snow plow option.

The low bid of Goodpasture Motors was non-compliant with regards to the forward rear axle differential lock which is needed when used in a landfill or rough terrain applications. International could only supply a rear-rear axle differential lock which would allow a truck to lose traction in rough terrain driving applications.

This unit will be a Fleet Replacement.

Delivery and Compliance to Specifications expectations have been added to insure prompt delivery of any vehicle or piece of equipment purchased by the City of Kingsport. Failure of the awarded vendor to deliver on time or correct pre acceptance inspection deficiencies within the allotted time results in a monetary penalty assessed on a daily basis. This process will insure the departments receive their replacement units in a timely manner. Specified time allotted for delivery is 100 - 150 days after notification with 15 days to correct inspection deficiencies after delivery inspection and a \$50 dollar a day penalty assessed for non-compliance.

The bid offerings were reviewed with the Household Refuse Supervisor, Rodney Deel, who is agreement with this recommendation. A confirming email of agreement is attached.

Fuel Economy Improvement

00%

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

Trade In(s)

1. Trade in(s):
 - a. Not Applicable with this purchase

Origin/ Dealer Information

1. New Unit(s) Chassis Origin of Manufacture:
 - a. Chassis – Mount Holly, North Carolina
 - i. 50 % Domestic/ 50 % Foreign Materials
2. Dump Body Manufacturer:
 - a. Body – Rogers - Nashville, TN
 - i. 90 % Domestic/ 10 % Foreign Materials
3. Unit(s) Chassis Dealer:
 - a. Chassis –Triad Freightliner – Kingsport, TN.
4. Unit(s) Body Dealer:
 - a. Body – Rogers - Nashville, TN
5. Snowplow Dealer:
 - a. B&H Sales – Kingsport, TN

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



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

From: Hammonds, Ronnie
Sent: Friday, December 08, 2017 7:32 AM
To: Deel, Rodney <RodneyDeel@KingsportTN.gov>; Hightower, Steve <SteveHightower@KingsportTN.gov>; Willis, Greg <GregWillis@KingsportTN.gov>; Owens, Sharon <SharonOwens@KingsportTN.gov>
Subject: RE: Dump truck

Sounds good to me.



Ronnie Hammonds
Streets and Sanitation Manager
423.229.9397
RonnieHammonds@KingsportTN.gov

From: Deel, Rodney
Sent: Wednesday, December 06, 2017 11:34 AM
To: Hammonds, Ronnie <RonnieHammonds@KingsportTN.gov>; Hightower, Steve <SteveHightower@KingsportTN.gov>; Willis, Greg <GregWillis@KingsportTN.gov>; Owens, Sharon <SharonOwens@KingsportTN.gov>
Cc: Deel, Rodney <RodneyDeel@KingsportTN.gov>
Subject: Dump truck

Ronnie,

Steve and I reviewed the bids for the Tandem Axle Dump Truck today. We are in agreement that the 2019 Freightliner with Rogers Body is the low complaint bid. It is our recommendation that we move forward with this purchase. I spoke with Greg and he agrees also to the purchase of the 2019 Freightliner and with the remaining money we can purchase a salt machine for the truck as well. If you agree, Steve will move forward with the purchase.

Thanks,

Rodney Deel
Household Refuse Supervisor
City of Kingsport
P: 423-224-2675
C: 423-914-0667
rodneydeel@kingsporttn.gov



609 W. Industry Dr
Kingsport, TN 37660
www.kingsporttn.gov



AGENDA ACTION FORM

Amend Contract with Consultants for Changes to Kingsport Area Long-Range Transportation Plan

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

Action Form No.: AF-295-2017
 Work Session: December 18, 2017
 First Reading: N/A

Final Adoption: December 19, 2017
 Staff Work By: Bill Albright
 Presentation By: Bill Albright/Mike Thompson

Recommendation:

Approve the Resolution.

Executive Summary:

With assistance from contract consultants KCI (formerly RPM and Associates), the Kingsport MPO recently completed a Long-Range Transportation Plan for the Kingsport Metropolitan Area. When the original contract with RPM was executed the Tennessee legislature had just begun discussions on a new state gas tax. The revenues generated from this increase are linked directly to over 900 roadway and bridge projects throughout the State of Tennessee, including several in the Kingsport MPO area. Per discussions with the consulting firm and TDOT, it was agreed to include additional data in the new Plan that focused on the IMPROVE ACT, including how these new projects would impact traffic flow, safety, and economic development. Because the IMPROVE ACT verbiage and projects were not included in the original contract, RPM and Associates have requested additional fees to cover the cost for this additional work. The Board of Mayor and Alderman have been asked to approve an amendment to the contract which identifies this additional work, as described in the attached letter, and includes an additional fee of \$9,735.52. Funds for these additional charges are included in the current MPO budget, of which 80% (or \$7,788.41) is provided by a federal grant.

Attachments:

1. Resolution
2. Proposal and Fee from KCI

Funding source appropriate and funds are available: *df*

	<u>Y</u>	<u>N</u>	<u>O</u>
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Clark	—	—	—

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AMENDMENT TO THE AGREEMENT WITH RPM TRANSPORTATION CONSULTANTS, LLC FOR THE LONG-RANGE TRANSPORTATION PLAN FOR THE KINGSPORT METROPOLITAN AREA; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

WHEREAS, in September, 2015, the board approved a resolution authorizing the mayor to sign an agreement with RPM Transportation Consultants, LLC for a Long Range Transportation Plan; and

WHEREAS, in March, 2017, the State of Tennessee adopted the IMPROVE Act, which allows for additional funds allocated to cities and counties for transportation projects; and

WHEREAS, the city adopted the Long Range Transportation Plan in June, 2017, and would like to amend the plan due to the adoption of the IMPROVE Act; and

WHEREAS, an amendment to the agreement with RPM Transportation Consultants will incorporate the IMPROVE Act projects into the plan and is estimated to cost \$9,735.52, which is available in the MPO budget, and 80% of which is provided by federal grants.

Now therefore,

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

SECTION I. That an amendment to the agreement for professional services with RPM Transportation Consultants, LLC is approved.

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

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

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

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

ADOPTED this the 19th day of December, 2017.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



ISO 9001:2008 CERTIFIED

ENGINEERS • PLANNERS • SCIENTISTS • CONSTRUCTION MANAGERS

1101 17th Avenue South • Nashville, TN 37212 • Phone 615.370.8410 • Fax 615.370.8455

November 13, 2017

Mr. Bill Albright, Transportation Planning Manager
Kingsport Metropolitan Transportation Planning Organization
225 West Center Street
Kingsport, TN 37660

Re: Kingsport MTPO 2040 Long-Range Transportation Plan – Contract Amendment Request

Dear Mr. Albright:

The following pertains to project cost overages associated with us incorporating IMPROVE Act projects into your plan, legislation that was unknown when we originally contracted with the MTPO in 2015.

As you are aware, near the completion of your Plan (in March 2017), the state of Tennessee was in the process of adopting the IMPROVE Act. Recognizing that if we proceeded without incorporating the IMPROVE Act projects, the MTPO would have to amend their Long-Range Transportation Plan immediately after adoption. We had a discussion with you and Troy Ebbert about incorporating the IMPROVE Act projects and indicated that doing so would save the MTPO at least 3 to 4 months of delay (if amended into the Plan after adoption) plus additional costs associated with re-running the travel demand model, additional analysis, Plan text changes, additional public outreach, and coordination. The following lists specific activities that were undertaken to incorporate the IMPROVE Act projects into your 2040 LRTP, which was successfully approved and adopted June 2, 2017:

- Adjusted write-ups in the E+C section to reflect IMPROVE Act funding/projects
- Updated financial section of Plan to include IMPROVE Act text
- A complete shifting of project funds to account for the 18 IMPROVE Act funded projects (Since dollars were allocated to other projects, once the IMPROVE Act funds were accounted for, we shifted those funds which freed up dollars to other projects).
- Significant rebalancing of the fiscal constraint analysis (to account for project shifts – from the new IMPROVE Act - \$195,368,676)
- Coordination with KHA (sub-consultant) to add projects to model runs
- Coordination with MTPO staff on these changes
- Had to update and account for added IMPROVE Act projects in the Title VI and EJ Analysis

Based on conversations we had back on June 14, 2017 with you and Mike Thompson, we documented all costs directly associated with us incorporating the IMPROVE Act projects into your plan (as detailed above). The overage associated with incorporating the IMPROVE Act projects was \$9,735.52.

If you need any additional information relative to this request, please let me know. Thank you.

Sincerely,

Preston J. Elliott, AICP

Senior Project Manager

Employee-Owned Since 1988



AGENDA ACTION FORM

Approval of Easements and Rights-of-Way for West Kingsport Sewer Improvements Project

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

Action Form No.: AF-302-2017
 Work Session: December 18, 2017
 First Reading: N/A

Final Adoption: December 19, 2017
 Staff Work By: R. Trent; N. Ensor
 Presentation By: R. McReynolds

Recommendation:

Approve the offers.

Executive Summary:

The Public Works Department has requested rights-of-way and easements across affected properties to update the existing sanitary sewer lines in the River Edge Drive/Netherland Inn Road area. Appraisals have been prepared in accordance with the City of Kingsport's Real Property Acquisition Policies & Procedures and indicate the fair market values as per the attached property owners.

The project will eliminate Pendragon sewer lift station and replace it with 3100' of 16" gravity sewer. The West Kingsport sewer lift station will be upgraded to a submersible station and 5000' of force main to the wastewater treatment plant. These improvements are necessary to reliably convey wastewater from the West Kingsport drainage basin to the wastewater treatment plant and prevent sewer overflows into the S. Fork Holston.

This project will be funded under #SW1708.

Attachment:

1. West Kingsport Sanitary Sewer Improvements Project Offers
2. Project Location Map

Funding source appropriate and funds are available: *af*

	Y	N	O
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Clark	—	—	—

<u>Tax Map/Parcel</u>	<u>Property Owner</u>	<u>ROW/Easement Area</u>	<u>Appraised Value</u>
045I; B-001.00	Pace, LLC 2320 Pendragon Road Kingsport, TN 37660	Perm. 0.021 acre Temp. 0.044 acre	\$719.00 \$458.00
045J; C-001.50	River Edge Homeowners, Inc. 2005 Pendragon Road Kingsport, TN 37660	Perm. 0.306 acre Temp. 2.763 acre	\$7,149.00 \$1,056.00
045J; C-001.55	Rikki Rhoten & Billie Minton 1000 E. Center Street Kingsport, TN 37660	Perm. .051 acre Temp. .19 acre	\$654.00 \$1,825.00
045J; C-001.56 045JI C-001.58	Angela May & Rack Cross 300 River Edge Drive Kingsport, TN 37660	Perm. 5.8 sq. ft. Temp. .351 acre	\$2.00 \$3,762.00
045K; D-008.00	Dick Daniels, etal 274 Rocky Pines Lane Newland, NC 28657	Perm. .014 acre Temp. .014 acre	\$305.00 \$229.00
045K; D-005.00 045K; D-006.00	Appalachian Properties, LLC P. O. Box 710 Kingsport, TN 37662	Perm. .146 acre Temp. .080 acre	\$3,053.00 \$1,255.00
045K; D-012.00 045K; D-013.00	Wayne & Angela Michelli P. O. Box 1665 Kingsport, TN 37662	Perm. .052 acre	\$1,033.00
045K; D-015.00	Beverly Byrd 410 Cedar Crest Drive Kingsport, TN 37663	Perm. .062 acre	\$1,297.00
045O; B-018.00	Jerry & Emma Miller 2161 Heatherly Road Kingsport, TN 37660	Perm. .095 acre Temp. .65 acre	\$328.00 \$1,682.00



Upgrade of West Kingsport SLS and construction of 5000' of 16" FM to WWTP

of Pendragon SLS to 16" gravity to Kingsport SLS.

Wastewater Treatment

© 2016 Google

Google

36°33'12.27" N 82°35'22.13" W elev 1256 ft

1997



AGENDA ACTION FORM

Award the KCS School Nutrition Services Dairy Bid to Prairie Farms Dairy

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

Action Form No.: AF-309-2017
 Work Session: December 18, 2017
 First Reading: N/A

Final Adoption: December 19, 2017
 Staff Work By: Committee
 Presentation By: D. Frye/J. Walker

Recommendation:

Approve the Resolution.

Executive Summary:

Kingsport City Schools Nutrition Services administers various contracts to maintain a continual supply of food items. The bids for Dairy items was opened on November 8, 2017 with two bidders responding. The bids were reviewed by Kingsport City School Nutrition Services and it is recommended to award the contract for Dairy items to the lowest bidder, Prairie Farms Dairy and authorize the Mayor to sign all applicable documents.

The contract term will be January 8, 2018 thru January 7, 2019. The contract will include a renewal option on an annual basis in one year increments for up to three additional years providing all terms, conditions and cost are acceptable to both parties. The contract not to exceed amount will be \$250,000.00.

Funding will be provided by School Nutrition Services budget.

Attachments:

1. Resolution
2. Bid Tab
3. Recommendation

Funding source appropriate and funds are available: *js*

	<u>Y</u>	<u>N</u>	<u>O</u>
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Clark	—	—	—

RESOLUTION NO. _____

A RESOLUTION AWARDING THE BID FOR THE PURCHASE OF DAIRY ITEMS FROM PRAIRIE FARMS DAIRY FOR THE KINGSPORT CITY SCHOOLS FOOD AND NUTRITION PROGRAM AND AUTHORIZING THE MAYOR TO A CONTRACT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE CONTRACT

WHEREAS, bids were opened November 8, 2017, for the purchase of dairy items for the Kingsport City Schools Food and Nutrition Program; and

WHEREAS, the schools will purchase dairy items in an amount not to exceed \$250,000.00; and

WHEREAS, upon review of the bids, the board finds Prairie Farms Dairy to be 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

WHEREAS, the City of Kingsport desires to purchase dairy items from Prairie Farms Dairy at a total purchase cost of \$250,000.00 and

WHEREAS, the contract is for the term of January 8, 2017, through January 7, 2018, with an option to renew on an annual basis in one year increments for up to three years, provided all terms, conditions and cost are acceptable to both parties; and

WHEREAS, this cost is provided by the School Nutrition and Services budget.

Now therefore,

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

SECTION I. That the bid for the purchase dairy items is awarded to Prairie Farms Dairy at a total purchase cost of \$250,000.00, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, a contract with Prairie Farms Dairy for the term of January 8, 2017, through January 7, 2018, at a total purchase cost of \$250,000.00, with an option to renew on an annual basis in one year increments for up to three years, provided all terms, conditions and cost are acceptable to both parties 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 contract 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 19th day of December, 2017.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES
 BID OPENING
 November 8, 2017
 4:00 P.M.

Present: Sandy Crawford, Procurement Manager; Michelle Rumei, Assistant Procurement Manager, Schools; and Nancy Marshall, School Nutrition Services Field Supervisor

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

The Procurement Manager opened with the following bids:

DAIRY ITEMS FOR THE CITY OF KINGSFORD SCHOOL NUTRITION PROGRAM																							
Product Description	Milk, low fat, 1%, half pint, carton		Milk, Skim/ fat free, half pint, carton		Milk, fat free, half pint, chocolate, carton		Milk, fat free, half pint, strawberry, carton		Milk, whole, homogenized, half pint		Milk, low fat 1%, gal		Buttermilk, fat free, gal		Buttermilk, fat free, half gal		Milk, fat free, 12 oz. Chocolate, Plastic		Cottage Cheese SC, 5 lb		Cottage Cheese, low fat, 5 lb		
Estimated Usage/Year	263,260		1,028		509,708		154,595		3,090		130		4		20		520		2		17		TOTAL
VENDOR	Price/Each	Price Est	Price/Each	Price Est	Price/Each	Price Est	Price/Each	Price Est	Price/Each	Price Est	Price/Each	Price Est	Price/Each	Price Est	Price/Each	Price Est	Price/Each	Price Est	Price/Each	Price Est	Price/Each	Price Est	
Prairie Farms Dairy	0.2045	\$53,836.67	0.1945	\$199.95	0.2155	\$109,842.07	0.2155	\$33,315.22	0.2558	\$790.42	2.75	\$357.50	2.95	\$11.89	1.5443	\$30.89	0.65	\$338.00	7.50	\$15.00	7.50	\$127.50	\$198,865.02
Mayfield Dairy Farms	0.2197	\$57,838.22	0.2044	\$210.12	0.2257	\$115,041.10	0.2283	\$35,294.04	0.2672	\$825.65	4.04	\$525.20	4.31	\$17.24	2.26	\$45.20	0.3600	\$187.20	7.50	\$15.00	7.50	\$127.50	\$210,426.47

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



Jennifer Walker
Supervisor of School Nutrition Services

400 Clinchfield Street, Ste. 200
Kingsport, TN 37660

p: (423) 378.2106
f: (423) 378.2109

jwalker@k12k.com
www.k12k.com

MEMORANDUM

TO: KCS Board of Education/Board of Mayor and Alderman

FROM: Jennifer Walker, RD, CDE, LDN, Supervisor of School Nutrition

DATE: 11/29/17

RE: Dairy Bid for School Nutrition Services

Recommendation: Accept a new bid from Prairie Farms Dairy to supply dairy items to Kingsport City School Nutrition beginning January 8, 2018

Two vendors, Mayfield Dairy Farms and Prairie Farms Dairy submitted bids to enter into an agreement with the City of Kingsport School Nutrition Services beginning January 8, 2018. This agreement is to establish a continuous supply of dairy items for the City of Kingsport School Nutrition Services. Additionally, the agreement includes an option to renew the contract for up to three additional years in one year increments, providing pricing and quality of services are acceptable. The Prairie Farms Dairy bid came in \$11,261 less than Mayfield Dairy Farms price for product and services. Therefore, Kingsport City Schools School Nutrition Services recommends accepting the bid from Prairie Farms Dairy and beginning the new contract on January 8, 2018 for \$250,000.00.

All expenditures from this contract are fully funded by the School Nutrition Services budget. School Nutrition is a self-supporting department within the Kingsport City Schools. Funding is received from federal reimbursements and revenue generated by meal fees, a la carte items sold and catering.





AGENDA ACTION FORM

Right-of-Way Easement with Kingsport Power Company

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

Action Form No.: AF-312-2017
 Work Session: December 18, 2017
 First Reading: N/A

Final Adoption: December 19, 2017
 Staff Work By: R. Trent/J. Hensley
 Presentation By: R. McReynolds

Recommendation:

Approve the Resolution.

Executive Summary:

American Electric Power has requested a right-of-way easement from the city in order to provide electrical power to a newly constructed building located at the back of the adjacent Tennessee Electric Company property. While the easement is for American Electric Power, it is in the name of its subsidiary, Kingsport Power Company.

Attachment:

1. Resolution
2. Project Location Map and Easement

	<u>Y</u>	<u>N</u>	<u>O</u>
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Clark	—	—	—

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A
RIGHT-OF-WAY EASEMENT WITH KINGSPORT POWER
COMPANY

WHEREAS, American Electric Power has been requested by Tennessee Electric Company to provide electrical power to a newly constructed building located at the back of their property on Konnarock Road which is adjacent to city-owned property; and

WHEREAS, in order to provide electrical power to the newly constructed building, American Electric Power has requested that the city execute a Right-of-Way Easement to Kingsport Power Company, a subsidiary of American Electric Power; and

Now therefore,

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

SECTION I. That the Mayor, or in his absence, incapacity, or failure to act, the Vice Mayor, is authorized to execute, in a form approved by the city attorney, a Right-of-Way Easement with Kingsport Power Company.

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

ADOPTED this the 19th day of December, 2017.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

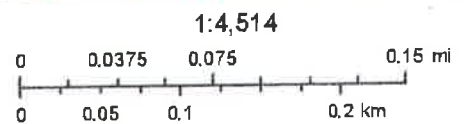
APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

Sullivan County - Parcel: 061M A 006.00



Date: December 8, 2017
County: Sullivan
Owner: KINGSPORT CITY OF
Address: KONNAROCK RD 1213
Parcel Number: 061M A 006.00
Deeded Acreage: 7.5
Calculated Acreage: 0
Date of Imagery: 2015



TN Comptroller - OLG
Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIndia, NGCC, © OpenStreetMap contributors, and the GIS User Community

The property lines are compiled from information maintained by your local county Assessor's office but are not conclusive evidence of property ownership in any court of law.

City of Kingsport Eas No. _____ R/W Map No. 3783-1128-B4
1324 Midland Drive W. O. No. W002851001 Job No. 17560067 Prop No. 1
Kingsport, TN 37664 Line Upgrade Underground Secondary

THIS AGREEMENT, made this _____ day of _____, 20 17,
 by and between CITY OF KINGSFORT, a
 municipal corporation organized and existing under the laws of the State of
TENNESSEE, herein called "Grantor", and KINGSFORT
POWER COMPANY, a Virginia corporation, herein called "Kingsport",

WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00), cash in hand paid to Grantor by Kingsport, the receipt whereof is hereby acknowledged, Grantor hereby grants, conveys and warrants to Kingsport, its successors, assigns, lessees and tenants, a right of way and easement for an electric power line or lines, and communication lines, in, on, along, through, over, across or under the following described lands of the Grantor situated in _____ 11th _____ Civil District, County of Sullivan, State of Tennessee.

On the North by the lands of Konnarock Rd.
 On the East by the lands of Evans Carr Place
 On the South by the lands of Leland Davis
 On the West by the lands of Tennessee Electric

This line extends in a Westerly direction from
 Kingsport's existing underground facilities numbered 1128-B4-5670
 to and including Existing Pole numbered 1128-B4-4410
 to and including new pole numbered 1128-B4-5734.

In the event Kingsport should remove all of said Kingsport's facilities from the lands of the Grantor, then all of the rights, title and interest of the party of Kingsport in the right of way and easement herein above granted, shall revert to the Grantor, its successors and assigns.

Being a right of way easement over the same property conveyed to Grantors herein by Land -O-Sun Dairies, LLC, by deed dated 12/20/2011, and recorded in Sullivan County, Deed Book No. 3018, Page 424.

Map 061M, Group A, CTL Map 061M, Parcel 006.00.

TOGETHER with the right, privilege and authority to Kingsport, its successors, assigns, lessees and tenants, to construct, erect, install, place, operate, maintain, inspect, repair, renew, remove, add to the number of, and relocate at will, poles, with wires, cables, crossarms, guys, anchors, grounding systems and all other appurtenant equipment and fixtures, underground conduits, ducts, vaults, cables, wires, transformers, pedestals, risers, pads, fixtures and appurtenances (hereinafter called "Kingsport's Facilities"), and string wires and cables, adding thereto from time to time, in, on, along, over, through, across and under the above referred to premises; the right to cut down, trim, clear and/or otherwise control, and at Kingsport's option, remove from said premises, any trees, shrubs, roots, brush, undergrowth, overhanging branches, buildings or other obstructions which may endanger the safety of, or interfere with the use of Kingsport's Facilities; the right to disturb the surface of said premises and to excavate thereon; and the right of ingress and egress to and over said above referred to premises, and any of the adjoining lands of the Grantor at any and all times, for the purpose of exercising and enjoying the rights herein granted, and for doing anything necessary or useful or convenient in connection therewith.

It is understood and agreed between the parties hereto, that the Grantor reserves the right to use said lands in any way not inconsistent with the rights herein granted.

TO HAVE AND TO HOLD the same unto Kingsport Power Company, its successors, assigns, lessees and tenants.

It is agreed that the foregoing is the entire contract between the parties hereto, and that this written agreement is complete in all its terms and provisions.

IN WITNESS WHEREOF, Grantor has caused its corporate name and seal to be hereunto affixed the day and year first above written.

CITY OF KINGSPORT

By: _____
Mayor

Attest: _____
Secretary

STATE OF _____ }
COUNTY OF _____ } To-wit:

Before me _____ of the State and County aforesaid, personally appeared _____, with whom I am personally acquainted and who, upon oath, acknowledge himself/herself to be Mayor of City of Kingsport, the within named bargainor, a municipal corporation, and that he/she as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the municipal corporation by himself/herself as Mayor.

Witness my hand and official seal in _____ County, State of _____, this the _____ day of _____, 20____.

Notary Public

My Commission expires:

I, or we, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is \$ 1.00, which amount is equal to or greater than the amount which the property transferred commanded at a fair and voluntary sale.

KINGSPORT POWER COMPANY

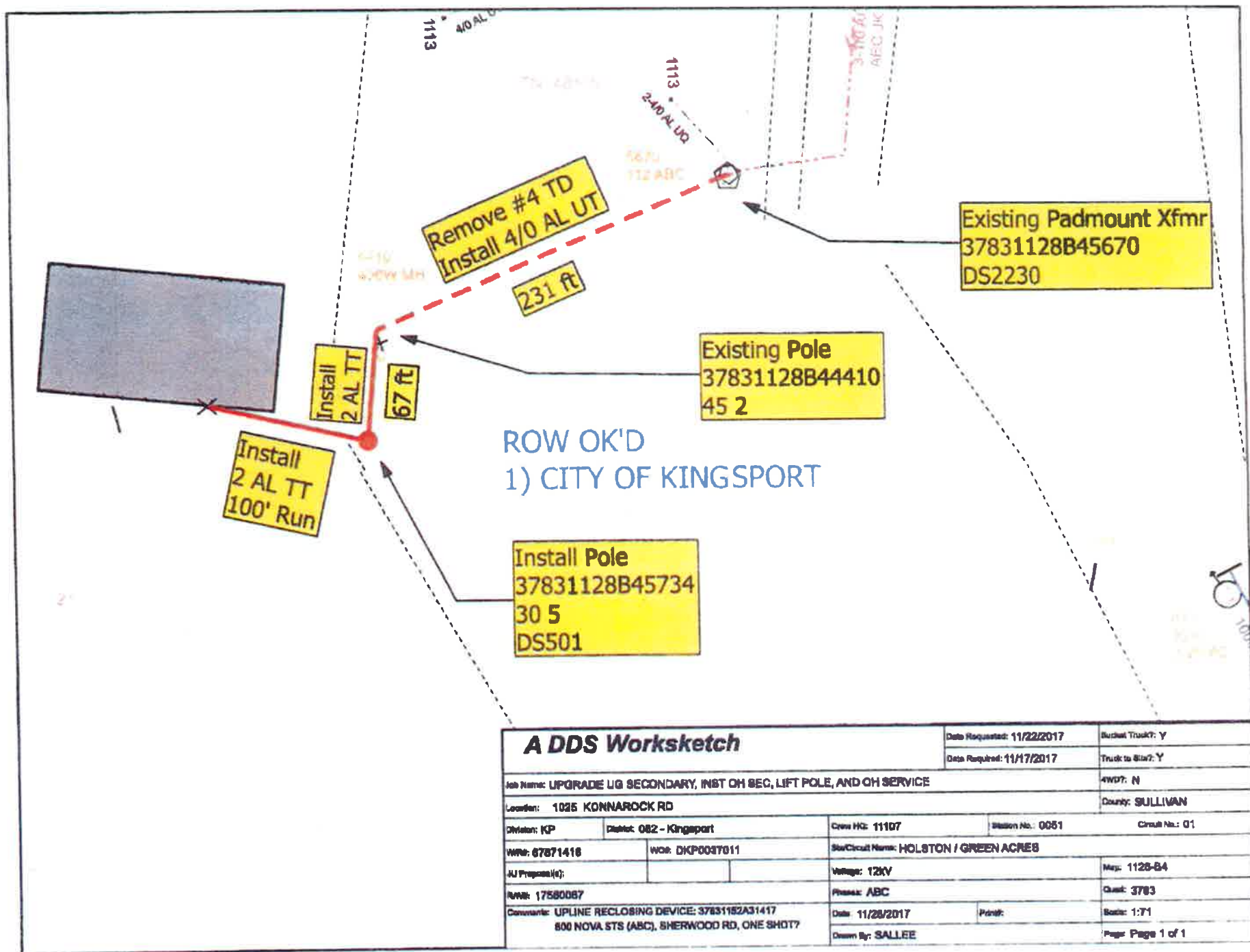
By: _____

STATE OF TENNESSEE }
COUNTY OF SULLIVAN } To-wit:

Subscribed and sworn to before me this the _____ day of _____, 20____.

Notary Public

My Commission Expires:





AGENDA ACTION FORM

Awarding the Bid for the Purchase of Nine (9) Marked Police Sedans

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

Action Form No.: AF-320-2017
 Work Session: December 18, 2017
 First Reading: N/A

Final Adoption: December 19, 2017
 Staff Work By: Committee
 Presentation By: D. Quillin, S. Hightower

Recommendation:

Approve the Resolution.

Executive Summary:

Bids were opened on November 29, 2017 for the purchase of nine marked police sedans. The advertisement for the Invitation to Bid was published in the Kingsport Times News on November 5, 2017 and placed on our website for 25 calendar days. It is the recommendation of the committee to accept the low compliant bid from Auto World of Big Stone Gap, Inc. for nine (9) 2018 Dodge Charger Police AWD in the amount of \$238,063.68.

These are Fleet Replacements.

Funding is identified in Account # 51150085019010.

Attachments:

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

Funding source appropriate and funds are available: 

	Y	N	O
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Clark	—	—	—

RESOLUTION NO. _____

A RESOLUTION AWARDDING THE BID FOR THE PURCHASE OF
NINE MARKED POLICE SEDANS TO AUTO WORLD OF BIG
STONE GAP, INC. AND AUTHORIZING THE CITY MANAGER TO
EXECUTE A PURCHASE ORDER FOR THE SAME

WHEREAS, bids were opened November 29, 2017, for the purchase of nine (9) marked police sedans for the use at the Kingsport Police Department; and

WHEREAS, upon review of the bids, the board finds Auto World of Big Stone Gap, 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 nine (9) 2018 Dodge Charger Police AWD marked police sedans from Auto World of Big Stone Gap, Inc., at a total purchase cost of \$238,063.68; and

WHEREAS, funding is identified in account number 51150085019010.

Now therefore,

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

SECTION I. That the bid for the purchase of nine (9) 2018 Dodge Charger Police AWD marked police sedans, at a total purchase cost of \$238,063.68, is awarded to Auto World of Big Stone Gap, 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 19th day of December, 2017.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES
BID OPENING
November 29, 2017
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 SEDANS – BLACK/WHITE				
Vendor:	Qty.:	Unit Cost:	Delivery Time:	Make/Model:
Auto World of Big Stone Gap	9	\$26,451.52	120 Days	2018 Dodge Charger Police AWD

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



FLEET MAINTENANCE DIVISION
City of Kingsport, Tennessee

To: Brent Morelock, Assistant Procurement Manager
From: Steve Hightower, Fleet Manager
John Blessing, Sergeant, Quartermaster
Date: December 8, 2017
Re: Marked Police Sedan Purchase Recommendation

This will confirm our review and recommendation to purchase the compliant bid of the following vendor for use by the Police Department.

<u>Item</u>	<u>Quantity</u>	<u>Description</u>	<u>Award to Vendor</u>	<u>Fuel Economy</u>
1	9	2018 AWD Dodge Charger	Auto World of Big Stone	15 City/ 23 Hwy

Compliant Bidder

The bidder was compliant in all major aspects of the minimum specification requirements for the All-Wheel Drive Pursuit Package Sedans specified. To determine if this single bidder price of \$26,451.52 per unit was a competitive price, the most recent purchase of a similar vehicle and specification was reviewed. Kingsport's previous purchase price was \$26,831 per unit for eight AWD units. The purchase price for these All Wheel Drive Units represents a price decrease of 1.4% or \$379.48, per unit, less than the 2017 AWD model units purchased last year.

These units will be Fleet Replacements.

Delivery and Compliance to Specifications expectations have been added to insure prompt delivery of any vehicle or piece of equipment purchased by the City of Kingsport. Failure of the awarded vendor to deliver on time or correct pre acceptance inspection deficiencies within the allotted time results in a monetary penalty assessed on a daily basis. This process will insure the departments receive their replacement units in a timely manner. Specified time allotted for delivery is 120 days or after June 1st with 15 days to correct inspection deficiencies and a \$50 dollar a day penalty assessed.

The bid offerings were reviewed with the Police Department's, John Blessing, who is agreement with this recommendation. Confirming email of agreement is attached.

Fuel Economy Improvement

00%

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

Trade In(s)

1. Trade in(s):
 - a. Trade not applicable to this purchase

Origin/ Dealer Information

2. New Unit(s) Origin of Manufacture:

- a. Vehicle – Brampton, Ontario, Canada
 - i. 63 % Domestic/ 37 % Foreign Materials

3. New Unit(s) Purchase Dealer:

- a. Vehicle – Auto World – Big Stone Gap, VA.

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

Thank you.



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

From: Blessing, John
Sent: Friday, December 08, 2017 4:27 PM
To: Hightower, Steve <SteveHightower@KingsportTN.gov>
Subject: New Vehicles

Concerning the bids for New Police Vehicles .I agree with Mr. Hightower that we accept the bids from Auto World of Big Stone Gap VA.

Sgt. John Blessing
Quartermaster
Kingsport Police Department
200 Shelby Street
Kingsport TN, 37660
(423)229-9370



AGENDA ACTION FORM

Awarding the Bid for the Purchase of Three (3) Unmarked Police Sedans

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

Action Form No.: AF-321-2017
 Work Session: December 18, 2017
 First Reading: N/A

Final Adoption: December 19, 2017
 Staff Work By: Committee
 Presentation By: D. Quillin, S. Hightower

Recommendation:

Approve the Resolution.

Executive Summary:

Bids were opened on November 29, 2017 for the purchase of three unmarked police sedans. The advertisement for the Invitation to Bid was published in the Kingsport Times News on November 5, 2017 and placed on our website for 25 calendar days. It is the recommendation of the committee to accept the low compliant bid from Auto World of Big Stone Gap, Inc. for three (3) 2018 Dodge Charger Police RWD in the amount of \$74,599.56.

These are Fleet Replacements.

Funding is identified in Account # 51150085019010.

Attachments:

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

Funding source appropriate and funds are available: *JS*

	Y	N	O
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Clark	—	—	—

RESOLUTION NO. _____

A RESOLUTION AWARDDING THE BID FOR THE PURCHASE OF THREE UNMARKED POLICE SEDANS TO AUTO WORLD OF BIG STONE GAP, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

WHEREAS, bids were opened November 29, 2017, for the purchase of three (3) unmarked police sedans for the use at the Kingsport Police Department; and

WHEREAS, upon review of the bids, the board finds Auto World of Big Stone Gap, 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 three (3) 2018 Dodge Charger Police RWD unmarked police sedans from Auto World of Big Stone Gap, Inc., at a total purchase cost of \$74,599.56; and

WHEREAS, funding is identified in account number 51150085019010.

Now therefore,

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

SECTION I. That the bid for the purchase of three (3) 2018 Dodge Charger Police RWD unmarked police sedans, at a total purchase cost of \$74,599.56, is awarded to Auto World of Big Stone Gap, 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 19th day of December, 2017.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES
BID OPENING
November 29, 2017
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 SEDANS - UNMARKED					
Vendor:	Qty.:	Unit Cost:	Alternate:	Delivery Time:	Make/Model:
World of Big Stone Gap	3	\$24,866.52	2018 Dodge Charger Police -AWD -	120 Days	2018 Dodge Charger Rear Wheel Drive
			\$25,306.52		

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



FLEET MAINTENANCE DIVISION

City of Kingsport, Tennessee

To: Brent Morelock, Assistant Procurement Manager
From: Steve Hightower, Fleet Manager
John Blessing, Sergeant, Quartermaster
Date: December 8, 2017
Re: Police Sedan Unmarked Purchase Recommendation

This will confirm our review and recommendation to purchase the compliant bid of the following vendor for use by the Police Department.

Item	Quantity	Description	Award to Vendor	Fuel Economy
1	3	2018 Dodge Charger	Auto World of Big Stone	15 City/ 23 Hwy

Compliant Bidder

The bidder was compliant in all major aspects of the minimum specification requirements for the Police Sedan Unmarked specified. To determine if this single bidder price of \$24,866.52 per unit was a competitive price, the most recent purchase of an identical vehicle and specification was reviewed. Kingsport's previous purchase price was \$24,997.77 per unit. This represents a decrease of .5% or \$131.25 less than was paid for an identical 2017 model unit so pricing is competitive.

These units will be Fleet Replacements.

Delivery and Compliance to Specifications expectations have been added to insure prompt delivery of any vehicle or piece of equipment purchased by the City of Kingsport. Failure of the awarded vendor to deliver on time or correct pre acceptance inspection deficiencies within the allotted time results in a monetary penalty assessed on a daily basis. This process will insure the departments receive their replacement units in a timely manner. Specified time allotted for delivery is after June 1st with 15 days to correct inspection deficiencies and a \$50 dollar a day penalty assessed.

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

Fuel Economy Improvement

00%

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

Trade In(s)

1. Trade in(s):
 - a. Trade ins are not applicable to this purchase

Origin/ Dealer Information

1. New Unit(s) Origin of Manufacture:
 - a. Vehicle – Brampton, Ontario, Canada
 - i. 63 % Domestic/ 37 % Foreign Materials
2. New Unit(s) Purchase Dealer:
 - a. Vehicle – Auto World – Big Stone Gap, VA.

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

Thank you.



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

From: Blessing, John
Sent: Friday, December 08, 2017 4:27 PM
To: Hightower, Steve <SteveHightower@KingsportTN.gov>
Subject: New Vehicles

Concerning the bids for New Police Vehicles .I agree with Mr. Hightower that we accept the bids from Auto World of Big Stone Gap VA.

Sgt. John Blessing
Quartermaster
Kingsport Police Department
200 Shelby Street
Kingsport TN, 37660
423)229-9370



AGENDA ACTION FORM

Approving a Reciprocal Easement Agreement for the Private Road to the Communication Towers on Bays Mountain

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

Action Form No.: AF-319-2017
 Work Session: December 18, 2017
 First Reading: N/A

Final Adoption: December 19, 2017
 Staff Work By: Rob Cole/Chris McCartt
 Presentation By: Chris McCartt

Recommendation:

Approve the Resolution.

Executive Summary:

There is a private road, known as Bays Mountain Park Road, owned by the city in Bays Mountain Park that provides access to the various towers on Bays Mountain. The road leads to and past the communication tower site currently owned by Ms. Lois J. Epperson. There is not an easement of record allowing Ms. Epperson to use the private road for ingress and egress. She is in the process of selling the property, and the prospective owner has requested a recordable easement showing the right to use the road.

Based on a survey of the Epperson property a portion of the private road encroaches on the Epperson property, so in addition to providing the new owner with use of the road, the agreement grants to the city an easement over the Epperson property where the road encroaches on that property. Historically, there was an agreement between the Epperson's and the city in 1974 for the non-exclusive use of the private road to access the communication tower on the property. A copy of that agreement is attached. The proposed Reciprocal Easement Agreement provides the party purchasing the Epperson property with a non-exclusive right to use the road for ingress and egress to the property to access the communication tower. Among other things the agreement limits access, provides for keys and locks to open the gate, is an easement personal to the purchaser, and provides for maintenance and repair obligations of the parties. The Bays Mountain Park Commission has reviewed the agreement and recommends approval of it.

Attachments:

1. Resolution
2. April 23, 1974 agreement

	Y	N	O
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Clark	—	—	—

RESOLUTION NO. _____

A RESOLUTION APPROVING A RECIPROCAL EASEMENT AGREEMENT WITH LOIS J. EPPERSON, D/B/A EPPERSON COMMUNICATIONS AND MICHAEL JENKINS AND WIFE CYNTHIA JENKINS D/B/A LAND AIR TOTAL COMMUNICATIONS FOR PROPERTY ON BAYS MOUNTAIN AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the city owns a private road in Bays Mountain Park that provides access to various towers on Bays Mountain; and

WHEREAS, the road leads to and past the communication tower site currently owned by Ms. Lois J. Epperson, yet there is not an easement of record allowing Ms. Epperson to use the private road for ingress and egress; and

WHEREAS, Ms. Epperson is in the process of selling the property, and the prospective owner has requested a recordable easement showing the right to use the road; and

WHEREAS, a portion of the private road encroaches on the Epperson property, so in addition to providing the new owner with use of the road, the agreement grants to the city an easement over the Epperson property where the road encroaches on that property; and

WHEREAS, the proposed Reciprocal Easement Agreement provides the party purchasing the Epperson property with a non-exclusive right to use the road for ingress and egress to the property to access the communication tower.

Now therefore,

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

SECTION I. That a Reciprocal Easement Agreement with Lois J. Epperson d/b/a Epperson Communications, Michael Jenkins and his wife, Cynthia Jenkins d/b/a Land Air Total Communications, 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 Reciprocal Easement Agreement with Lois J. Epperson d/b/a Epperson Communications, Michael Jenkins and his wife, Cynthia Jenkins d/b/a Land Air Total Communications 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:

RECIPROCAL EASEMENT AGREEMENT

THIS RECIPROCAL EASEMENT AGREEMENT ("Agreement"), made and entered into on this the ____ day of _____, 2017, by and between **LOIS J. EPPERSON, d/b/a EPPERSON COMMUNICATIONS**, party of the first part, **CITY OF KINGSFORT**, a municipal corporation of the State of Tennessee, party of the second part, and **MICHAEL JENKINS and wife, CYNTHIA JENKINS, d/b/a LAND AIR TOTAL COMMUNICATIONS**, party of the third part;

WITNESSETH:

WHEREAS, the party of the first part is the owner of certain real property on Bays Mountain, being more particularly described in deed of record in the Register's Office for Sullivan County at Blountville, Tennessee in Deed Book 383C, page 355 (the "Property"); and

WHEREAS, the party of the second part is the owner of the property known as Bays Mountain Park, a public park, which adjoins the Property on its southern side; and

WHEREAS, there is presently no easement of record for access to the Property of the party of the first part, but there is a certain written agreement between Jimmy A. Epperson, d/b/a Epperson Communications, and the City of Kingsport, Tennessee dated April 23, 1974, whereby the party of

the second part granted a non-exclusive easement across a certain private road known as Bays Mountain Park Road (the "Private Road") across party of the second part's property for access by party of the first part to the Property; Jimmy A. Epperson, being one and the same person as Jim Epperson, took title to the Property with party of the first part, Lois J. Epperson, who is the surviving tenant by the entirety, Jim Epperson having passed on _____, 20____; and

WHEREAS, after survey of the Property by the party of the third part, which intends to purchase the Property from the party of the first part, the parties have determined that the Private Road of the party of the second part encroaches on the Property owned by party of the first part; and

WHEREAS, it is mutually necessary and desirable for the effective use and enjoyment of the respective properties that the parties agree to enter into a formal easement agreement for access to their respective properties and to resolve the encroachment of the Private Road; and

WHEREAS, said parties now desire to enter into a mutual covenant with reference to the future of said private road and access to their respective premises;

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar (\$1.00) cash, each to the other in hand paid, the receipt of which is hereby acknowledged, said party of the first part does hereby grant to said party of the second part an easement for ingress and egress purposes over so much of the Private Road as is embraced within the boundaries of her Property lying on the southeastern corner of the Property, as is necessary and/or desirable for the proper and effective use of the Private Road by the party of the second part.

The party of the second part does hereby likewise grant unto the said party of the first part and party of the third part, provided that the party of the third part purchases the Property as evidenced by a recorded deed conveying the same, a non-exclusive easement for ingress and egress purposes over so much of the Private Road as is necessary and/or desirable for the party of the first part and party of the third part, as the same may have an interest in the Property, for the purpose of accessing the Property. The Private Road as referred to in this Agreement is forty feet in width and runs through the property of the party of the second part known as Bays Mountain Park.

The use of the Private Road by the party of the first part and party of the third part, as the same may have an interest in the Property, shall be subject to the following terms and conditions:

- (1) Access Limited. The right to use this easement or right-of-way shall be limited to those employees, agents, and contractors of the party of the first part and of the party of the third part, as applicable, and those employees and agents of their tenants under contracts for the use of the communication tower located on the Property, essential to carrying on its business in operating its business in operating a communications tower on the property herein conveyed.
- (2) Lock and Keys. The gate at the entrance to said easement or right-of-way will be kept locked at all times, except when in actual use by the parties hereto, their agents, employees, and contractors, and those employees and agents of their tenants under contracts for the use of the communication tower located on the Property, and for this purpose keys will be furnished to the party of the first part and to the party of the third part, as the same may have an interest in the Property.
- (3) Easement Not Appurtenant to Property. The grant of the right to use said easement or right-of-way is limited to the party of the first part and the party of the third part, as the same may have an interest in the Property, and shall not be construed to run with the land, and said right is not transferable. In the event the Property is transferred by the party of the first part or the party of the third part (excepting the transfer of the Property from the party of the first part to the party of the third part contemplated in this Agreement), all rights under this Agreement as to the use of the Private Road as a right-of-way or easement shall automatically cease and terminate, and no easement or right-of-way over the Private Road as described above shall be deemed to have been granted by this instrument by the party of the second part by implication or by necessity. The fact that the Property is inaccessible except by this Private Road shall not be considered to create an easement by implication or necessity, unless expressly granted by the party of the second part at a later date. In the event of termination of this easement in gross, any party to this Agreement shall have the right to require the other parties to sign any document reasonably requested to be signed to terminate of record the rights conveyed herein.
- (4) Maintenance and Repairs. The following provisions shall govern the maintenance and repair of the Private Road.
 - (A) The parties hereto mutually agree and covenant to and with each other that the party of the second part will maintain the Private Road in the same manner as it has heretofore maintained same, and any expenses incurred after the date of this Agreement in maintaining or repairing Private Road from the point where it enters the property of the party of the second part at the locked gate on the side of Bays Mountain to the Property, shall be divided equally among all parties using the Private Road.
 - (B) In the event the party of the second part shall deem it necessary or advisable to make any major improvements to the Private Road, such as building concrete bridges or laying permanent hard

surface road, then in that event the cost shall be borne entirely by the party of the second part unless prior to making such improvements the party of the first part or the party of the third part as the same may have an interest in the Property, shall agree in writing to share in the costs thereof.

(C) In the event the party of the second part shall at any time grant to any other party a like easement or right to use the Private Road, then in that event the costs of maintenance and repairs shall be allocated among all parties then using the Private Road. The party of the first party and party of the second part, as the same may have an interest in the Property, agree to execute an agreement allocating the costs of maintenance and repairs among the parties utilizing the Private Road if the same is requested by the party of the second part.

(D) In the event the party of the second part hereafter dedicates said Private Road as a public road or street, then the party of the first part and the party of the third part shall no longer be liable for any part of the costs of maintenance or repairs under this Agreement, but nothing herein shall be deemed to have waived the liabilities of the party of the first part and the party of the third part under the abutting property laws.

(E) Any repairs or expenditures required or desired by the party of the first part or the party of the third part over and above the normal repairs necessary to maintain said Private Road in its present condition shall be done by the party requiring or desiring those repairs or expenditures at its sole cost, and subject to the approval and supervision of the party of the second part.

(F) The party of the first part and the party of the third part covenants that it will promptly pay to the party of the second part all maintenance or repair costs arising during their respective periods of ownership of the Property and due to be paid by them to the party of the second part by reason of this Agreement.

(5) No Storage or Blocking of Private Road. It is further agreed that the easement granted is an easement for ingress and egress only and that said easement shall not be used for storage or any other use that blocks access by any party.

(6) Hold Harmless. The party of the first part and the party of the third part covenants, but only as to events arising during the period of time the same may have an interest in the Property, to and with the party of the second part that it will save the City of Kingsport harmless from any and all claims, demands, causes of action in law or in equity by reason of personal injuries or property damages suffered by itself, its agent, employees, or contractors, or caused or occasioned by them in the use of the Private Road.

(7) Termination of Agreement. In the event the party of the first part or the party of the third part shall fail to comply with the terms and conditions of this agreement during their respective periods of ownership of the Property, then said easement shall be forfeited and all rights hereunder shall automatically cease and terminate.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 19th day of December, 2017.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

A G R E E M E N T

THIS AGREEMENT made and entered into on this 23rd day of April, 1974,
by and between the CITY OF KINGSPORT, TENNESSEE, a Municipal Corporation,
party of the first part, and JIMMY A. EPPERSON, d/b/a Epperson Communications,
party of the Second Part;

W I T N E S S E T H

That for and in consideration of the amount of One Hundred Fifty Two Dollars
and Fifty Cents (\$ 152.50), cash in hand paid, the receipt of which is hereby
acknowledged, such payment covering the period September 1, 1973 to January 1,
1975, the party of the first part does by these presents grant unto the
party of the second part the non-exclusive right to use, until January 1, 1975,
a private road running across the property of the City of Kingsport on
Bays Mountain leading from the public road up the southeast side of Bays
Mountain to the reservoir dam and northerly along the summit or top of
Bays Mountain past the WKPT installations and continuing to the left and in
a southerly direction to a point opposite the property of the party of the
second part, adjacent to said road, and on the northwesterly side of River
Mountain, subject to the terms of the ORIGINAL AGREEMENT between the two
parties dated August 24, 1971, and the following additional conditions:

This right-of-way may, at the discretion of the party of the first part,
be renewed from year to year (on January 1st of each succeeding year) by the
payment of Two Hundred Fifty Dollars (\$ 250.00) by the party of the second
part and subject to a negotiation of such future consideration.

PROVIDED, however, that so long as the CONTRACT between JIMMY A. EPPERSON
and KINGSPORT LIFESAVING AND FIRST AID CREW, INC., dated April 18, 1974,
and attached to this agreement, remains in effect, said annual road use fee
shall be reduced by the amount of One Hundred Twenty Dollars (\$ 120.00)
annually, making the amount due for use of said road or right-of-way to the
party of the first part on each January 1st hereafter, One Hundred Thirty Dollars
(\$ 130.00), subject to a negotiation of such future consideration.

PROVIDED that all other terms of the ORIGINAL AGREEMENT between the parties hereto dated August 24, 1971, remain in effect.

WITNESS the signature of the City of Kingsport, Tennessee, by its Mayor, with its corporate seal affixed, attested by its Recorder, and the signature of Jimmy A. Epperson, on this the day and year first above written herein.

PARTY OF THE FIRST PART:
CITY OF KINGSFORT, TENNESSEE

By


Mayor

PARTY OF THE SECOND PART:
JIMMY A. EPPERSON

By


Jimmy A. Epperson

ATTEST:


Recorder



AGENDA ACTION FORM

Approval of Easements and Rights-of-Way

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

Action Form No.: AF-313-2017
 Work Session: December 18, 2017
 First Reading: N/A

Final Adoption: December 19, 2017
 Staff Work By: R. Trent; H. Page
 Presentation By: R. McReynolds

Recommendation:

Approve the offers.

Executive Summary:

In order to update existing utilities in the Sullivan/Shelby Street areas, the Public Works Department has requested rights-of-way and easements across affected properties. Appraisals have been prepared in accordance with the City of Kingsport's Real Property Acquisition Policies & Procedures and indicate the fair market values as per the below property owners.

<u>Tax Map/Parcel</u>	<u>Property Owner</u>	<u>ROW/Easement Area</u>	<u>Appraised Value</u>
046I; B-009.00	Three S's, LLC P. O. Box 873 Kingsport, TN 37662	Perm. 489 sq. ft.	\$1,632.00
046I; B-009.10	Three S's, LLC P. O. Box 873 Kingsport, TN 37662	Perm. 328 sq. ft.	\$1,092.00
046I; B-010.00	Janice Nick Carson 201 W. Sullivan Street Kingsport, TN 37660	Perm. 216 sq. ft.	\$540.00

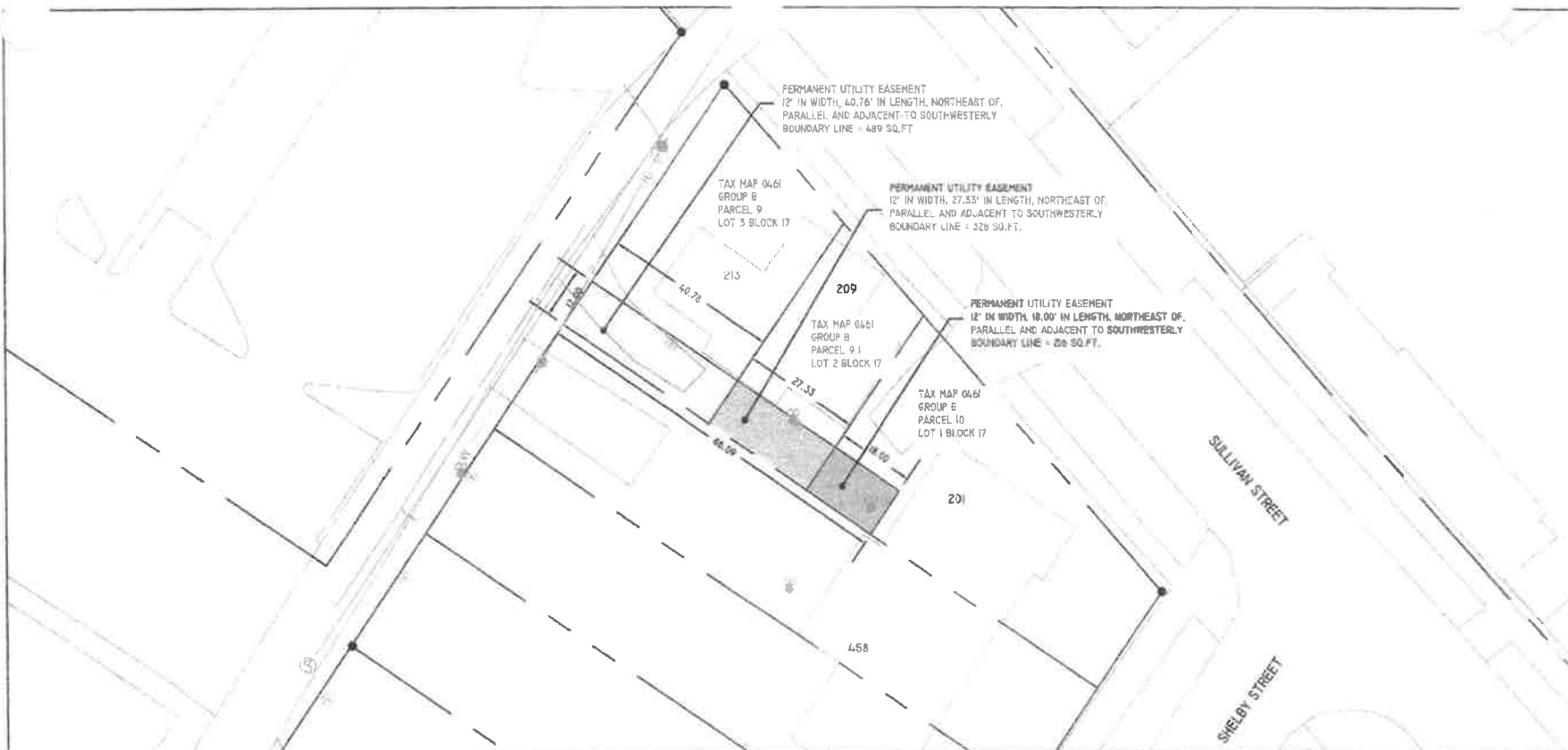
This project will be funded under #412-5004-501-9001.

Attachment:

1. Project Location Map

Funding source appropriate and funds are available: *JF*

	<u>Y</u>	<u>N</u>	<u>O</u>
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Clark	—	—	—



ALL BEARINGS KGRN
(KINGSPORT GEODETIC
REFERENCE NETWORK)



UTILITY EASEMENTS ACROSS

LOTS 1, 2, AND 3, BLOCK 17, KINGSPORT, TN

LOCATED IN THE 11TH CIVIL DISTRICT OF SULLIVAN CO., TN
LAWRENCE H. EMMERT, REGISTERED LAND SURVEYOR TENNESSEE NO. 1475

OFFICE OF THE CITY ENGINEER
DATE: 21 MARCH 2017

N-2552

KINGSPORT, TN
SCALE: 1"=30'





AGENDA ACTION FORM

One Source Hosting Contract for Superior, LLC Hosting Services

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

Action Form No.: AF-317-2017
 Work Session: December 18, 2017
 First Reading: NA

Final Adoption: December 19, 2017
 Staff Work By: Mark Woomer
 Presentation By: Chris McCartt

Recommendation:

Approve the Resolution.

Executive Summary:

The City of Kingsport currently uses Public Administration software application modules provided by Superior, LLC ("Superior") running on an IBM server as the Information Technology ("IT") platform for conducting City business. The Superior applications include Accounts Receivable, Building Permits, Cash Receipts, Click2Gov, Credit Card Interface, Fleet Management, Document Management, Payroll/Personnel, Point of Sale, Purchasing, Tax Billing & Collections, Transaction Manager, Voice Response Interface, Work Orders/Facilities Management and Naviline Public Administration.

Superior is the sole owner, provider, developer and supporter of the Public Administration software: a one source vendor.

The hosting contract with Superior will result in the IBM server hardware and Superior software currently running in the IT Department data room at the Justice Center to be migrated to an IBM server located at a Superior hardware and software hosting site facility.

The cost of the hosting contract will be equal to the current annual hardware and software maintenance costs.

Attachments:

1. Resolution
2. Superior LLC One Source Memo

Funding source appropriate and funds are available:

	Y	N	O
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Clark	—	—	—

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT WITH SUPERION, LLC. AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the city currently uses Superion, LLC for public administration software on an IBM server located at the Information Technology Department in the Justice Center; and

WHEREAS, staff recommends entering into a contract with Superion, LLC. to host the software in an offsite IBM hosting site facility; and

WHEREAS, this will allow for additional back-up process and lessen the possibility of a computer failure; and

WHEREAS, Superion, LLC. is a sole source vendor of this public administration hardware and can only be hosted through Superion, LLC.

Now therefore,

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

SECTION I. That an agreement with Superion, LLC. 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 Superion, LLC, 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 19th day of December, 2017.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

Memorandum

TO: Jeff Fleming, City Manager
FROM: Chris McCartt, Assistant City Manager
DATE: December 12, 2017
RE: Superion, LLC One Source Vendor Justification

As you are aware, The City of Kingsport currently uses Public Administration software application modules provided by Superion, LLC ("Superion") running on an IBM iSeries server as the Information Technology ("IT") platform for conducting City business. The Superion applications include Accounts Receivable, Building Permits, Cash Receipts, Click2Gov, Credit Card Interface, Fleet Management, Document Management, Payroll/Personnel, Point of Sale, Purchasing, Tax Billing & Collections, Transaction Manager, Voice Response Interface, Work Orders/Facilities Management and Naviline Public Administration.

Administration of the IBM iSeries platform, along with the associated RPG programming language expertise, is a disappearing skill set; people with this skill set are becoming harder to locate and are able to charge a very high hourly rate for whatever work they may be asked to do. The City IT Department currently provides the day to day administration and management (security, tape backups, software application patches and upgrades, operating system patches and upgrades, hardware maintenance, user ID administration, etc.) of the server and provides any programming necessary to create, print, and export current and new reports, and develop any addition application programming changes. With additional looming retirements over the next two to three years, the City will most likely not be able to locate and hire a person with this skill set.

With Superion hosting the hardware and the software, the following issues will be mitigated:

- Day to day administrative function activity would be provided by Superion personnel.
- The City IT Department will be able to better focus on providing more meaningful information to City staff to make better business decisions; that is, providing better business intelligence to make better business decisions.
- The iSeries server at the Justice Center currently runs IBM operating system (OS) version 7.1.
- April 30, 2018, is the last date that IBM will provide any updates to this version of the OS.
- The next version of the IBM OS will not run on the current iSeries server hardware we have.
- Superion will upgrade the Superion software at least once in calendar year 2018.
- The next Superion upgrade may not run on version of the IBM OS current at that time.
- Superion would ensure that current and future versions of Superion software will be compatible with current and future versions of IBM server hardware and operating systems.

A one source hosting contract with Superion will include software licenses for Cognos Analytics, a business intelligence platform, which will implement the data and information analytics interface (and

any required training) to place the ability to create and generate new reports into the hands of department managers, supervisors, and appropriate personnel in each City department.

Superion is the sole owner, provider, developer and supporter of the Public Administration software: a one source vendor.

The one source hosting contract with Superion will result in the IBM server hardware and Superion software currently running in the IT Department data room at the Justice Center to be migrated to an IBM server located at the Superion hardware and software hosting site facility.

The cost of Superion hosting the IBM server hardware and the Superion software application modules will be equal to the current annual hardware and software maintenance costs.

As we move forward with the attempt to effectively and efficiently move forward to achieve the goals and objectives outlined in the IT Strategic Plan, the City IT Department recommends entering into a one source contract with Superion, LLC, as the best solution for the day to day Superion hardware and software operations requirements, and as the best solution for Superion platform disaster recovery in the event of an incident within the City of Kingsport.

City Code Section 2-599 permits the City Manager to enter in to a one source contract when it is determined to be in the best interest of the City of Kingsport. It is my opinion that this present situation warrants such simply because of the history the City of Kingsport has with Superion. The Superion software was implemented in 1989.

If you are in agreement with this recommendation I would ask that you sign below in order to have documentation in the file. Should you have any questions please feel free to contact me.

Approved: _____



Date: _____

12-12-17



AGENDA ACTION FORM

Amend the Perkins & Will Professional Services Agreement for Architectural Services for the Dobyns-Bennett High School Science and Technology Center Project

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

Action Form No.: AF-308-2017
 Work Session: December 18, 2017
 First Reading: N/A

Final Adoption: December 19, 2017
 Staff Work By: Committee
 Presentation By: David Frye

Recommendation:

Approve the Resolution.

Executive Summary:

The City of Kingsport executed the professional services agreement with Perkins + Will dated May 3, 2017 for Architectural Services. The Scope of work for this agreement included Construction Documents through Completion of the Dobyns-Bennett High School Addition project.

Due to the change in the contract amount to \$19,812,354.00, the Professional Services Agreement with Perkins+Will had to be revised to change the not to exceed dollar amount to a percentage of 5.5% of the project total cost. Amending the contract to a percentage of the project total cost, will prevent future revisions to the contract should project change orders be issued that impact the contract total.

Attachments:

1. Resolution
2. Recommendation
3. Contract

Funding source appropriate and funds are available: *df*

	Y	N	O
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Clark	—	—	—

RESOLUTION NO. _____

A RESOLUTION APPROVING AMENDMENT NUMBER 1 TO THE ARCHITECTURAL SERVICES AGREEMENT WITH PERKINS + WILL, INC. FOR THE DOBYNS BENNETT HIGH SCHOOL SCIENCE AND TECHNOLOGY CENTER PROJECT; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

WHEREAS, on May, 3, 2017, the board approved a resolution authorizing the mayor to sign an architectural services agreement with Perkins + Will, Inc., which included the construction documents through the completion of the project for the Dobyns Bennett High School Science and Technology Center Project; and

WHEREAS, the contract amount has since changed which requires the Perkins + Will agreement to be revised to change the fee from a dollar amount to a percentage of 5.5%; and

WHEREAS, this amendment will change the fee from \$937,500.00 to 5.5% of the final construction cost up to \$20,000,000.00 and 5.25% if the final construction costs exceeds \$20,000,000.00.

Now therefore,

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

SECTION I. That Amendment Number 1 to the agreement with Perkins + Will, Inc. is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an Amendment Number 1 to the agreement with Perkins + Will, Inc. and all other documents necessary and proper to effectuate the purpose of the agreement or this resolution, said amendment being generally as follows:

AMENDMENT NUMBER 1

Amendment Number 1 to the Professional Services Agreement effective May 3, 2017 between Perkins+Will, Inc. and the City of Kingsport for its Kingsport City Schools for Architectural Services for the Dobyns-Bennett High School Science and Technology Center Project.

Article IV Compensation

4.1 Owner agrees to compensate CONSULTANT for Services performed pursuant to Article I, which Services are identified in Appendix A, for an amount not to exceed *Five and One Half Percent (5.5%) of the final construction cost. If the final construction cost exceeds Twenty Million Dollars (\$20,000,000.00) the percentage rate will be Five and One Quarter Percent (5.25%).* The OWNER also agrees to compensate the CONSULTANT the flat fee of THIRTY THOUSAND DOLLARS AND NO CENTS (\$30,000.00) for programming services. All payments previously made to the CONSULTANT regarding the previous contracted amount of \$937,500.00 will be applied to the amended contract total.

Article V Period of Performance

5.1 The scope of the Services to be performed by CONSULTANT shall be fully and finally completed by April 30, 2019. Final completion is the completion of all Services and all contract requirements by CONSULTANT.

All other terms and conditions remain the same as in the Agreement effective May 3, 2017.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 19th day of December, 2017.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MEMORANDUM

TO: Board of Mayor and Aldermen

FROM: David J. Frye, KCS Chief Finance Officer

DATE: December 12, 2017

SUBJECT: Amendment to Perkins Will Architect Agreement

The current agreement with Perkins+Will, for architectural services for the D-B Regional Science and Technology addition, is for construction document phase of the work to the Completion of the project.

With the revised construction cost of \$19,812,354.00, the architect fee must be revised on the contract agreement to a percentage of 5.5% of the total project cost. In addition to the percentage of the total project cost, also included is a flat fee of \$30,000.00 for programming.

It is recommended that the Board approve the resolution to amend the current Professional Services Agreement with Perkins+Will, for the completion of the D-B Regional Science and Technology addition.

AMENDMENT NUMBER 1

Amendment Number 1 to the Professional Services Agreement effective May 3, 2017 between Perkins+Will, Inc. and the City of Kingsport for its Kingsport City Schools for Architectural Services for the Dobyys-Bennett High School Science and Technology Center Project.

Article IV Compensation

4.1 Owner agrees to compensate CONSULTANT for Services performed pursuant to Article I, which Services are identified in Appendix A, for an amount not to exceed *Five and One Half Percent (5.5%) of the final construction cost. If the final construction cost exceeds Twenty Million Dollars (\$20,000,000.00) the percentage rate will be Five and One Quarter Percent (5.25%). The OWNER also agrees to compensate the CONSULTANT the flat fee of THIRTY THOUSAND DOLLARS AND NO CENTS (\$30,000.00) for programming services. All payments previously made to the CONSULTANT regarding the previous contracted amount of \$937,500.00 will be applied to the amended contract total.*

Article V Period of Performance

5.1 The scope of the Services to be performed by CONSULTANT shall be fully and finally completed by *April 30, 2019*. Final completion is the completion of all Services and all contract requirements by CONSULTANT.

All other terms and conditions remain the same as in the Agreement effective May 3, 2017.

PERKINS+WILL, INC.

CITY OF KINGSFORT FOR ITS
KINGSFORT CITY SCHOOLS

BY: _____

BY: _____

Date: _____

Date: _____

Date: _____

ATTEST:

WITNESS:

City Recorder

APPROVED AS TO FORM:

City Attorney



AGENDA ACTION FORM

Ratifying the Mayor's Signature

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

Action Form No.: AF-325-2017
 Work Session: December 18, 2017
 First Reading: N/A

Final Adoption: December 19, 2017
 Staff Work By: Billingsley/McCartt
 Presentation By: McCartt

Recommendation:

Approve the Resolution.

Executive Summary:

Earlier this year the Board of Mayor and Alderman approved the purchase of 14 acres on the former General Shale site, located in downtown Kingsport. Following BMA approval, representatives from General Shale requested that the final purchase agreement include an easement across City of Kingsport owned property (located off of Idle Hour Road) in order to provide access to a large tract of undeveloped, and essentially landlocked property owned by General Shale. Please refer to the attached map. Staff reviewed and approved this request.

In order for the initial action approved by the BMA to align with the final purchase agreement it is necessary for the attached resolution to be approved.

Attachments:

1. Resolution
2. Site Map

	Y	N	O
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Clark	—	—	—

RESOLUTION NO. _____

A RESOLUTION TO RATIFY THE MAYOR'S SIGNATURE ON AN EASEMENT ACROSS CITY PROPERTY ON IDLE HOUR ROAD TO GENERAL SHALE BRICK, INC. AND ANY AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION OR THE EASEMENT

WHEREAS, in August, 2017, the city approved the purchase of 14 acres known as the downtown General Shale property; and

WHEREAS, as part of that sale, General Shale requested an easement be given to them across city owned property along Idle Hour Road that would allow access to their property that was otherwise land locked; and

WHEREAS, the easement was included in the purchase agreement and the city, in a good faith effort to close the purchase of the 14 acres, did grant that easement;

Now therefore,

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

SECTION I. That the easement executed by the city giving right-of-way access on city property located on Idle Hour Road to General Shale Brick, Inc., is ratified, including the execution of the same by Mayor John Clark.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to execute the easement by the city giving right-of-way access on city property located on Idle Hour Road to General Shale Brick, Inc.

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

ADOPTED this the 19th of December, 2017.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

Sullivan County - Parcel: 030 024.00



Note: The arrow identifies an existing road (requested easement) which has historically been used to access the property. Parcel number 24 is owned by the City of Kingsport. Parcel number 23 is owned by General Shale.



AGENDA ACTION FORM

Kingsport City Schools to Enter into an Opt-In Agreement with Metro Nashville Public Schools and Education Networks of America, Inc. (ENA) for Voice Services and Approve the Purchase of Phone Equipment

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

Action Form No.: AF-324-2017
 Work Session: December 18, 2017
 First Reading: N/A

Final Adoption: December 19, 2017
 Staff Work By: Committee
 Presentation By: David Frye

Recommendation:

Approve the Resolution.

Executive Summary:

Kingsport City Schools is requesting approval to enter into an Opt-in Agreement with Metro Nashville Public Schools Contract and Education Networks of America, Inc. (ENA) for ENA SmartVoice Services. Pricing for equipment and services is based on Tennessee E-Rate Consortium, 470 #160017344, MNPS RFP 16-11, Contract Number 2-225071-08. The initial term for the ENA Service agreement is one (1) year with the option to renew on an annual basis up to three (3) additional years providing all terms, conditions and costs continue to be acceptable to both parties.

In addition, Kingsport City Schools is requesting the board approve the purchase of phone equipment and related services for \$108,407.00 and to establish a 6% contingency of \$6,504.00.

Attachments:

1. Resolution
2. Recommendation
3. Contract

Funding source appropriate and funds are available: _____

	Y	N	O
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Clark	—	—	—

RESOLUTION NO. _____

A RESOLUTION APPROVING AN OPT-IN AGREEMENT WITH METRO NASHVILLE PUBLIC SCHOOLS CONTRACT#2-225071-08 AND EDUCATION NETWORKS OF AMERICA, INC. FOR VOICE SERVICES; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT; AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR PHONE EQUIPMENT

WHEREAS, the Metropolitan Government of Nashville and Davidson County by and through the Metropolitan Board of Public Education has a contract with Education Networks of America, Inc. (ENA) for ENA SmartVoice Services; and

WHEREAS, pursuant to T.C.A. §12-3-1203, Kingsport City Schools would like to Opt-in to that agreement with Metro Nashville Public Schools Contract and Education Networks of America, Inc. (ENA) for ENA SmartVoice Services; and

WHEREAS, pricing for equipment and services is based on Tennessee E-Rate Consortium, 470 #160017344, MNPS RFP 16-11, Contract Number 2-225071-08; and

WHEREAS, in order to purchase the phone equipment and related services, a purchase order needs to be executed for Education Networks of America, Inc., in the amount of \$108,407.00; and

WHEREAS, funding for this equipment is available in schools budget, account numbers 141-7250-785-07-90 and 141-7250-792-03-07.

Now therefore,

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

SECTION I. That an Opt-In Agreement to Metro Nashville Public Schools Contract Number 2-225071-08 ENA Voice Services, 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 Opt-In Agreement with Metro Nashville Public Schools Contract Number 2-225071-08 ENA Voice Services, 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:

Opt-In Agreement to Metro Nashville Public Schools Contract 2-225071-08
ENA Voice Services

This Opt-In Agreement for ENA Voice Services is entered into by City of Kingsport for its Kingsport City School System ("Client") as of _____ ("Effective Date") in conjunction with Metro Nashville Public Schools Contract 2-225071-08 ("MSA") between Education Networks of America, Inc. ("Contractor" or "ENA"). and The Metropolitan Government of Nashville and Davidson County by and through The Metropolitan Board of Public Education. Client agrees that the following terms of service ("Terms of Service") shall govern Client and its Users use of ENA voice services (the "Services"). In these Terms of Service, "User" shall mean any

individual or legal entity that uses or accesses the Services directly or indirectly from Client. These Terms of Service supplement the terms of the MSA, in the event of a conflict between these Terms of Service and the MSA, these Terms of Service shall control.

Services are provided by ENA Services, LLC or one or more ENA affiliates or underlying service providers. Any data supplied by Client such as data necessary for conversions from other carriers and/or Letter(s) of Authorization and Agency ("LOA") may be used by any of these Parties for purposes of delivering the Services contracted herein.

1. Pricing. Pricing is indicated in the relevant Schedule(s) attached to this Opt-In Agreement.

While most of the charges associated with ENA's service are included in the available product configurations at a flat rate, certain services have a per usage charge or may be restricted/blocked as indicated below and in more complete detail in ENA's published price lists.

- 900/976 numbers – Client acknowledges by signing this agreement that ENA has informed Client that the Services do not permit calls to 900/976 numbers or other pay-per-call services.

- Directory Assistance – Client acknowledges that ENA have informed Client that calls to Directory Assistance (411, 1-XXX-555-1212 or similar) will incur a per usage charge of \$1.00 per call or as otherwise indicated in ENA's tariffs, as updated. Client may request that this feature be blocked.

- International calls – Client acknowledges that ENA has informed Client that international calls and calls outside the continental United States are not included in the Services and will incur a per call charge based on ENA's then applicable per country rates. This feature is blocked by default. Client may request that this feature be enabled on a per extension basis.

- Operator-Assisted calls – Client acknowledges that ENA have informed Client that Operator-Assisted calls, such as Operator-Assisted Person-to-Person calls, Operator-Assisted Collect calls, Third Party Billed Calls, and Operator-Assisted Dialing, are not supported on ENA's Voice services.

2. Invoicing. Client's first invoice from ENA may include a partial month of Service. Client's first invoice may contain charges for only a portion of the Services requested. It may take up to three (3) billing cycles until charges for all Services requested appear on the invoice, as is industry standard. After the initial billing cycles, Client's invoice will include charges for one month of Service for all requested Services, including any usage charges. Client should receive a final invoice from its existing local, long distance, and/or data service provider(s) that ENA is replacing and Client will be responsible for paying any charges resulting from the early termination of a service contract with existing provider(s), if applicable.

3. Transition from Prior Service Provider. ENA will handle communication with Client's existing provider(s) regarding the porting of some or all of your existing numbers, to ENA, based on the scope of services ENA is to deliver; however, Client is responsible for requesting existing services be disconnected from your current provider once live service has been migrated to ENA. ENA can provide sample disconnect language, upon request.

4. Disconnection. Upon disconnection of Service, ENA may, in its sole and absolute discretion, release to Client's new service provider the telephone number that Client ported (transferred or moved over) to ENA from Client's previous service provider and used in connection with Client's Service if:

- a) Such new service provider is able to accept such number;
- b) Client's account has been properly disconnected;
- c) Client's account is completely current, including payment for all charges and any applicable disconnection fees; and
- d) Client requests the transfer upon disconnecting Client's account.

5. Voice Recording. ENA may provide Client with the ability to record voice calls placed via the Services. Client is solely responsible for notifying those using the Services that the calls may be recorded, and will comply with all applicable laws and regulations regarding (i) such notification and (ii) the recording of any voice conversations. Client will indemnify, defend, and hold harmless ENA for any claims, damages, liabilities or costs (including reasonable attorneys' fees) arising from a claim resulting from the recording by Client of any voice conversations on the Services to the extent permitted under Tennessee Law.

6. 9-1-1 Dialing Feature; Compliance with 47 CFR § 9.5 et. seq. Included in the Services provided to Client by ENA is a 9-1-1 Dialing Feature that has certain limitations as compared to a traditional telephonic 9-1-1 dialing. A copy of the specifications of the 9-1-1 Dialing Feature is described herein. Client acknowledges that the Client has certain obligations in connection with the provision of the 9-1-1 Dialing Feature pursuant to 47 CFR §§ 9.5(d) and (e). Client acknowledges and agrees that it is Client's responsibility and obligation, prior to initiating any of the Services, to comply with the following:

- a) **Registered Location.** Client is required to provide to ENA, prior to initiation of the service, the physical location at which the service will be utilized ("Registered Location").

Client is required to notify ENA via phone (1-888-612-2880) or email (support@ena.com) if Client needs to update one or more Registered Locations.

b) **Notification to End Users.** Client is required to provide a copy of the 9-1-1 Dialing Feature specifications, provided by ENA in the form of labels to be adhered to phones, to each end user of the service and to post a copy of the 9-1-1 Dialing Feature specifications included described herein. Client agrees that, upon request by ENA, Client shall permit ENA to review the notice being provided by Client to its end users. If Client fails to provide the necessary records or refuses to produce such records, ENA may immediately disable Service until such records are provided. To the extent permitted by Tennessee Law, the client hereby forever releases and forgives ENA from any and all liability, losses or damages which may arise from ENA's disabling or disconnection of any of Client's Services due to the failure of Client to provide the necessary proof of compliance to the 9-1-1 Dialing Feature requirements detailed herein. ENA reserves the right to terminate Schedule(s) attached to the MSA related to this 9-1-1 Dialing Feature for a breach by Client of the obligations in this section, in addition to any other remedies ENA may have in law or equity.

c) **Acknowledgement of 9-1-1 Dialing Feature.** By signing this Addendum, Client acknowledges that it understands the 9-1-1 Dialing Feature provided as part of the Services.

General Indemnification. In the event that the Federal Communications Commission ("FCC") conducts an audit or inquiry of ENA's compliance with 47 C.F.R. §§ 9.5(d) and (e), Client agrees to cooperate fully with ENA and the FCC and produce all records requested by either ENA or the FCC. Should ENA be found in violation of any provision of the 47 C.F.R §§ 9.5(d) or (e) based upon the Client's breach of any of its obligations under this section, Client agrees to indemnify and hold ENA harmless for any and all monetary penalties assessed by the FCC on ENA as a result of Client's failure to comply with this Section to the extent permitted under Tennessee Law.

IN THE EVENT CLIENT DOES NOT UTILIZE ENA'S AVAILABLE 9-1-1 DIALING FEATURE, CLIENT HEREBY REPRESENTS AND WARRANTS THAT IT DOES NOT RELY ON ENA IN ANYWAY TO PROVIDE 911, E911 OR ANY OTHER EMERGENCY SERVICES (COLLECTIVELY "911"). CLIENT REPRESENTS AND WARRANTS THAT, TO THE EXTENT PERMITTED BY TENNESSEE LAW, IT ASSUMES ALL LIABILITY ASSOCIATED TO 911 OR ANY OTHER EMERGENCY SERVICES ASSOCIATED DIRECTLY OR INDIRECTLY WITH A TELEPHONE NUMBER ISSUED BY ENA PURSUANT TO THIS MSA.

IMPORTANT NOTIFICATION IN CONNECTION WITH 9-1-1 DIALING SERVICES USING ENA VOICE SERVICES

ENA provides Client (hereinafter referred to as "you") with local, regional and long distance phone services. There is one important difference between the ENA service and the phone service provided over a traditional phone service -- namely that the 9-1-1 dialing feature with ENA has important differences and limitations that you should be aware of and that you should advise others that may use the ENA voice service at all of your locations.

ENA recommends that you always have an alternative means of accessing emergency services.

YOU ARE RESPONSIBLE FOR ACTIVATING THE 9-1-1 DIALING FEATURE BY TAKING AFFIRMATIVE STEPS WITH ENA TO REGISTER THE ADDRESS WHERE YOU WILL USE THE SERVICE. This is accomplished by registering the address where the phone/handset will be used. IF YOU MOVE THE LOCATION OF WHERE YOU USE THE ENA SERVICE, YOU MUST AFFIRMATIVELY ACTIVATE THE 9-1-1 DIALING FEATURE AT THAT LOCATION BY REGISTERING THE ADDRESS. IF YOU FAIL TO REGISTER YOUR LOCATION OR CHANGE THE ADDRESS TO A NEW LOCATION, THE 9-1-1 DIALING FEATURE WILL NOT FUNCTION PROPERLY AND POTENTIALLY NO EMERGENCY SERVICE WILL BE SENT TO YOUR LOCATION. ADDITIONALLY, IF 9-1-1 IS DIALED AT AN UNREGISTERED ADDRESS, YOU MAY BE ASSESSED A FEE OF \$75.00.

Specifically, if you move a phone to another physical address, such as to a different building, you must reregister that phone's location to receive accurate 9-1-1 service. The phone and its phone number are portable and ENA must know where they are physically located to properly provide 9-1-1 service. You may move a phone within a building without notifying ENA, but moving a phone to another location requires notifying ENA to make the appropriate 9-1-1 address adjustments for that phone and its phone number.

ENA is available to assist its customers to make sure that 9-1-1 remains accurate and available and customers should contact ENA with any questions about moves, adds, or changes related to phone equipment and phone numbers.

When placing a 9-1-1 emergency call, always state the phone number and location that you are calling from because the phone number that is transmitted to the 9-1-1 operator may be the main number for your service location (especially for ENA SmartVoice Prime service) and if your 9-1-1 call is disconnected, the 9-1-1 operator will call that main number back, which may not ring to the specific telephone you are calling from. Additionally, the address that is transmitted to the 9-1-1 operator is

the main address for your service location; therefore, you should tell the operator your specific location (for example – the classroom number and floor) within the main address so emergency personnel can more easily locate you.

Additional limitations are as follows:

- If you lose power or there is a disruption to power at the location where the ENA voice service is used, neither the ENA voice service nor the 9-1-1 dial feature will function until power is restored. You should also be aware that after a power failure or disruption, you may need to reset or reconfigure the end user phone device prior to utilizing the service, including the 9-1-1 dialing feature. ENA and your local phone service coordinator can assist if needed.
- If the ENA provided router and/or gateway has been damaged or otherwise impacted by unauthorized personnel including configuration changes, 9-1-1 service could be impacted or unavailable. ENA recommends that central router and gateway equipment be maintained in an appropriate secure location at the service location.
- You cannot use the ENA provided 9-1-1 service with equipment other than ENA-approved equipment
- If your ENA connection is lost, suspended, terminated or disrupted, neither ENA's voice service nor the 9-1-1 dial feature will function until the ENA connection is restored.
- If your ENA voice account is suspended or terminated, the ENA voice service outage will prevent the 9-1-1 dialing feature from functioning.
- There may be a greater possibility of network congestion and/or reduced speed in the routing of a 9-1-1 dialed calls utilizing ENA voice service as compared to traditional 9-1-1 dialing over traditional public telephone networks.

Labels will be provided upon written request that must be placed on or near all equipment that is used to make calls using the ENA voice service so that you or others using the equipment are reminded or advised of the limitations of the 9-1-1 dialing feature.

You are responsible for the accuracy and the completeness of the address that you submit to ENA for the location at which ENA voice services including phone handsets and phone numbers will be used and to which emergency service will be sent in the event that you use the ENA 9-1-1 dialing service. You are responsible for updating and advising ENA of any and all changes to the address or location at which ENA connected phone handsets and phone numbers will be used. ENA uses third parties to route the 9-1-1 dialed calls to the applicable local emergency response center or to the national emergency calling centers. ENA makes no warranties or guarantees as to whether, or the manner in which, 9-1-1 dialed calls that you make are answered or responded to by the local emergency response center or by the national emergency calling centers. ENA disclaims any and all liability or responsibility in the event that the third party data used to route 9-1-1 dialed calls is incorrect or yields an erroneous result. Neither ENA, its officers, directors, stockholders, parent corporation, its affiliated or subsidiary corporations, employees, representatives or agents may be held liable for any claim, damage or loss, and you hereby waive any and all such claims or causes of action, arising from or relating to ENA 9-1-1 dialing service unless such claims or causes of action arise from ENA's gross negligence, recklessness or willful misconduct. To the extent permitted by Tennessee Law, you agree to release, indemnify, defend and hold harmless ENA, its officers, directors, stockholders, parent corporation, its affiliated or subsidiary corporations, employees, representatives or agents and any other service provider who furnishes services to you from any and all claims, damages, losses, suits or actions, fines, penalties, cost and expenses (including, but not limited to, attorney fees) or any liability whatsoever, whether suffered, made, instituted or asserted by you or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by you or others, or for any infringement or invasion or the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the operation, failure or outage of services, incorrect routing, or use of, or inability of a person to use, ENA 9-1-1 dialing feature or service or access emergency service personnel.

If you have any questions about this notification, please call ENA at 1-866-615-1101 for further information.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

[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 authorized to execute a purchase order to Education Networks of America, Inc. for the purchase and installation of ENA Voice Services in the amount of \$108,407.00.

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

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

ADOPTED this the 19th day of December, 2017.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MEMORANDUM

TO: Board of Mayor and Aldermen

FROM: David J. Frye, Chief Finance Officer
Kingsport City Schools

DATE: December 13, 2017

SUBJECT: Phone System Upgrade

The current KCS phone system was installed in 2009. Most of the equipment is the original equipment and some parts are starting to fail. KCS owns this equipment and has been paying for an annual maintenance contract of approximately \$42,000. Our current monthly phone bill is approximately \$6,850, over 12 months the total would be \$82,200. This makes our current annual expense \$124,200.

Metro Nashville Public Schools has an agreement with Education Networks of America (ENA) for voice services. Part of the Metro agreement allows for other school districts to enter into an Opt-In Agreement with ENA with the same terms as the Metro Nashville agreement. This includes the monthly service fees and equipment purchases. This agreement will provide a fully hosted Voice over IP phone system that will provide significant upgrades from our current system. Being a fully hosted system means that we will have no equipment to purchase (other than the phones), maintain, or upgrade. The current monthly charges from ENA will be \$10,250. The annual amount will be \$123,000. So the annual fee will be about the same as we are paying now. This amount is included in our annual operating budget. The term of this agreement is for 12 months, with the option of 3 renewal terms of 12 months each.

The cost of the phones is \$108,407. This is based on a recent count of phones and could change some depending the actual number of phones installed. Funding for the phones has been identified within the capital outlay budget for technology. I know this project has been on hold, but with the condition of the current system, and finishing FY 17 with a healthy fund balance I think it is time to proceed.

Board of Education approval was received on December 5, 2017. It is recommended that the Board of Mayor and Aldermen approve the resolution to enter into the Opt-In Agreement to Metro Nashville Public Schools Contract 2-225071-08 – ENA Voice Services and to authorize the purchase of \$108,407 for phones and related services and to establish a 6% contingency of \$6,504. Funding for the monthly charges is included in the operating budget for phone services and in the technology capital outlay budget for the equipment.

Opt-In Agreement to Metro Nashville Public Schools Contract 2-225071-08

ENA Voice Services

This Opt-In Agreement for ENA Voice Services is entered into by City of Kingsport for its Kingsport City School System ("Client") as of _____ ("Effective Date") in conjunction with Metro Nashville Public Schools Contract 2-225071-08 ("MSA") between Education Networks of America, Inc. ("Contractor" or "ENA"), and The Metropolitan Government of Nashville and Davidson County by and through The Metropolitan Board of Public Education.

Client agrees that the following terms of service ("Terms of Service") shall govern Client and its Users use of ENA voice services (the "Services"). In these Terms of Service, "User" shall mean any individual or legal entity that uses or accesses the Services directly or indirectly from Client. These Terms of Service supplement the terms of the MSA, in the event of a conflict between these Terms of Service and the MSA, these Terms of Service shall control.

Services are provided by ENA Services, LLC or one or more ENA affiliates or underlying service providers. Any data supplied by Client such as data necessary for conversions from other carriers and/or Letter(s) of Authorization and Agency ("LOA") may be used by any of these Parties for purposes of delivering the Services contracted herein.

1. Pricing. Pricing is indicated in the relevant Schedule(s) attached to this Opt-In Agreement.

While most of the charges associated with ENA's service are included in the available product configurations at a flat rate, certain services have a per usage charge or may be restricted/blocked as indicated below and in more complete detail in ENA's published price lists.

- 900/976 numbers – Client acknowledges by signing this agreement that ENA has informed Client that the Services do not permit calls to 900/976 numbers or other pay-per-call services.
- Directory Assistance – Client acknowledges that ENA have informed Client that calls to Directory Assistance (411, 1-XXX-555-1212 or similar) will incur a per usage charge of \$1.00 per call or as otherwise indicated in ENA's tariffs, as updated. Client may request that this feature be blocked.
- International calls – Client acknowledges that ENA has informed Client that international calls and calls outside the continental United States are not included in the Services and will incur a per call charge based on ENA's then applicable per country rates. This feature is blocked by default. Client may request that this feature be enabled on a per extension basis.
- Operator-Assisted calls – Client acknowledges that ENA have informed Client that Operator-Assisted calls, such as Operator-Assisted Person-to-Person calls, Operator-Assisted Collect calls, Third Party Billed Calls, and Operator-Assisted Dialing, are not supported on ENA's Voice services.

2. Invoicing. Client's first invoice from ENA may include a partial month of Service. Client's first invoice may contain charges for only a portion of the Services requested. It may take up to three (3) billing cycles until charges for all Services requested appear on the invoice, as is industry standard. After the initial billing cycles, Client's invoice will include charges for one month of Service for all requested Services, including any usage charges. Client should receive a final invoice from its existing local, long distance, and/or data service provider(s) that ENA is replacing and Client will be responsible for paying any charges resulting from the early termination of a service contract with existing provider(s), if applicable.

3. Transition from Prior Service Provider. ENA will handle communication with Client's existing provider(s) regarding the porting of some or all of your existing numbers, to ENA, based on the scope of services ENA is to deliver; however, Client is responsible for requesting existing services be disconnected from your current provider once live service has been migrated to ENA. ENA can provide sample disconnect language, upon request.

4. Disconnection. Upon disconnection of Service, ENA may, in its sole and absolute discretion, release to Client's new service provider the telephone number that Client ported (transferred or moved over) to ENA from Client's previous service provider and used in connection with Client's Service if:

- a) Such new service provider is able to accept such number;
- b) Client's account has been properly disconnected;
- c) Client's account is completely current, including payment for all charges and any applicable disconnection fees; and
- d) Client requests the transfer upon disconnecting Client's account.

5. Voice Recording. ENA may provide Client with the ability to record voice calls placed via the Services. Client is solely responsible for notifying those using the Services that the calls may be recorded, and will comply with all applicable laws and regulations regarding (i) such notification and (ii) the recording of any voice conversations. Client will indemnify, defend, and hold harmless ENA for any claims, damages, liabilities or costs (including reasonable attorneys' fees) arising from a claim resulting from the recording by Client of any voice conversations on the Services to the extent permitted under Tennessee Law.

6. 9-1-1 Dialing Feature; Compliance with 47 CFR § 9.5 et. seq. Included in the Services provided to Client by ENA is a 9-1-1 Dialing Feature that has certain limitations as compared to a traditional telephonic 9-1-1 dialing. A copy of the specifications of the 9-1-1 Dialing Feature is described herein. Client acknowledges that the Client has certain obligations in connection with the provision of the 9-1-1 Dialing Feature pursuant to 47 C.F.R. §§ 9.5(d) and (e). Client acknowledges and agrees that it is Client's responsibility and obligation, prior to initiating any of the Services, to comply with the following:

- a) **Registered Location.** Client is required to provide to ENA, prior to initiation of the service, the physical location at which the service will be utilized ("Registered Location").

Client is required to notify ENA via phone (1-888-612-2880) or email (support@ena.com) if Client needs to update one or more Registered Locations.

- b) **Notification to End Users.** Client is required to provide a copy of the 9-1-1 Dialing Feature specifications, provided by ENA in the form of labels to be adhered to phones, to each end user of the service and to post a copy of the 9-1-1 Dialing Feature specifications included described herein.

Client agrees that, upon request by ENA, Client shall permit ENA to review the notice being provided by Client to its end users. If Client fails to provide the necessary records or refuses to produce such records, ENA may immediately disable Service until such records are provided. To the extent permitted by Tennessee Law, the client hereby forever releases and forgives ENA from any and all liability, losses or damages which may arise from ENA's disabling or disconnection of any of Client's Services due to the failure of Client to provide the necessary proof of compliance to the 9-1-1 Dialing Feature requirements detailed herein. ENA reserves the right to terminate Schedule(s) attached to the MSA related to this 9-1-1 Dialing Feature for a breach by Client of the obligations in this section, in addition to any other remedies ENA may have in law or equity.

- c) **Acknowledgement of 9-1-1 Dialing Feature.** By signing this Addendum, Client acknowledges that it understands the 9-1-1 Dialing Feature provided as part of the Services.

General Indemnification. In the event that the Federal Communications Commission ("FCC") conducts an audit or inquiry of ENA's compliance with 47 C.F.R. §§ 9.5(d) and (e), Client agrees to cooperate fully with ENA and the FCC and produce all records requested by either ENA or the FCC. Should ENA be found in violation of any provision of the 47 C.F.R §§ 9.5(d) or (e) based upon the Client's breach of any of its obligations under this section, Client agrees to indemnify and hold ENA harmless for any and all monetary penalties assessed by the FCC on ENA as a result of Client's failure to comply with this Section to the extent permitted under Tennessee Law.

IN THE EVENT CLIENT DOES NOT UTILIZE ENA'S AVAILABLE 9-1-1 DIALING FEATURE, CLIENT HEREBY REPRESENTS AND WARRANTS THAT IT DOES NOT RELY ON ENA IN ANYWAY TO PROVIDE 911, E911 OR ANY OTHER EMERGENCY SERVICES (COLLECTIVELY "911"). CLIENT REPRESENTS AND WARRANTS THAT, TO THE EXTENT PERMITTED BY TENNESSEE LAW, IT ASSUMES ALL LIABILITY ASSOCIATED TO 911 OR ANY OTHER EMERGENCY SERVICES ASSOCIATED DIRECTLY OR INDIRECTLY WITH A TELEPHONE NUMBER ISSUED BY ENA PURSUANT TO THIS MSA.

IMPORTANT NOTIFICATION IN CONNECTION WITH 9-1-1 DIALING SERVICES USING ENA VOICE SERVICES

ENA provides Client (hereinafter referred to as "you") with local, regional and long distance phone services. There is one important difference between the ENA service and the phone service provided over a traditional phone service -- namely that the 9-1-1 dialing feature with ENA has important differences and limitations that you should be aware of and that you should advise others that may use the ENA voice service at all of your locations.

ENA recommends that you always have an alternative means of accessing emergency services.

YOU ARE RESPONSIBLE FOR ACTIVATING THE 9-1-1 DIALING FEATURE BY TAKING AFFIRMATIVE STEPS WITH ENA TO REGISTER THE ADDRESS WHERE YOU WILL USE THE SERVICE. This is accomplished by registering the address where the phone/handset will be used.

IF YOU MOVE THE LOCATION OF WHERE YOU USE THE ENA SERVICE, YOU MUST AFFIRMATIVELY ACTIVATE THE 9-1-1 DIALING FEATURE AT THAT LOCATION BY REGISTERING THE ADDRESS. IF YOU FAIL TO REGISTER YOUR LOCATION OR CHANGE THE ADDRESS TO A NEW LOCATION, THE 9-1-1 DIALING FEATURE WILL NOT FUNCTION PROPERLY AND POTENTIALLY NO EMERGENCY SERVICE WILL BE SENT TO YOUR LOCATION. ADDITIONALLY, IF 9-1-1 IS DIALED AT AN UNREGISTERED ADDRESS, YOU MAY BE ASSESSED A FEE OF \$75.00.

Specifically, if you move a phone to another physical address, such as to a different building, you must reregister that phone's location to receive accurate 9-1-1 service. The phone and its phone number are portable and ENA must know where they are physically located to properly provide 9-1-1 service. You may move a phone within a building without notifying ENA, but moving a phone to another location requires notifying ENA to make the appropriate 9-1-1 address adjustments for that phone and its phone number.

ENA is available to assist its customers to make sure that 9-1-1 remains accurate and available and customers should contact ENA with any questions about moves, adds, or changes related to phone equipment and phone numbers.

When placing a 9-1-1 emergency call, always state the phone number and location that you are calling from because the phone number that is transmitted to the 9-1-1 operator may be the main number for your service location (especially for ENA SmartVoice Prime service) and if your 9-1-1 call is disconnected, the 9-1-1 operator will call that main number back, which may not ring to the specific telephone you are calling from. Additionally, the address that is transmitted to the 9-1-1 operator is the main address for your service location; therefore, you should tell the operator your specific location (for example – the classroom number and floor) within the main address so emergency personnel can more easily locate you.

Additional limitations are as follows:

- If you lose power or there is a disruption to power at the location where the ENA voice service is used, neither the ENA voice service nor the 9-1-1 dial feature will function until power is restored. You should also be aware that after a power failure or disruption, you may need to reset or reconfigure the end user phone device prior to utilizing the service, including the 9-1-1 dialing feature. ENA and your local phone service coordinator can assist if needed.
- If the ENA provided router and/or gateway has been damaged or otherwise impacted by unauthorized personnel including configuration changes, 9-1-1 service could be impacted or unavailable. ENA recommends that central router and gateway equipment be maintained in an appropriate secure location at the service location.
- You cannot use the ENA provided 9-1-1 service with equipment other than ENA-approved equipment
- If your ENA connection is lost, suspended, terminated or disrupted, neither ENA's voice service nor the 9-1-1 dial feature will function until the ENA connection is restored.
- If your ENA voice account is suspended or terminated, the ENA voice service outage will prevent the 9-1-1 dialing feature from functioning.
- There may be a greater possibility of network congestion and/or reduced speed in the routing of a 9-1-1 dialed calls utilizing ENA voice service as compared to traditional 9-1-1 dialing over traditional public telephone networks.

Labels will be provided upon written request that must be placed on or near all equipment that is used to make calls using the ENA voice service so that you or others using the equipment are reminded or advised of the limitations of the 9-1-1 dialing feature.

You are responsible for the accuracy and the completeness of the address that you submit to ENA for the location at which ENA voice services including phone handsets and phone numbers will be used and to which emergency service will be sent in the event that you use the ENA 9-1-1 dialing service. You are responsible for updating and advising ENA of any and all changes to the address or location at which ENA connected phone handsets and phone numbers will be used. ENA uses third parties to route the 9-1-1 dialed calls to the applicable local emergency response center or to the national emergency calling centers. ENA makes no warranties or guarantees as to whether, or the manner in which, 9-1-1 dialed calls that you make are answered or responded to by the local emergency response center or by the national emergency calling centers. ENA disclaims any and all liability or responsibility in the event that the third party data used to route 9-1-1 dialed calls is incorrect or yields an erroneous result. Neither ENA, its officers, directors, stockholders, parent corporation, its affiliated or subsidiary corporations, employees, representatives or agents may be held liable for any claim, damage or loss, and you hereby waive any and all such claims or causes of action, arising from or relating to ENA 9-1-1 dialing service unless such claims or causes of action arise from ENA's gross negligence, recklessness or willful misconduct. To the extent permitted by Tennessee Law, you agree to release, indemnify, defend and hold harmless ENA, its officers, directors, stockholders, parent corporation, its affiliated or subsidiary corporations, employees, representatives or agents and any other service provider who furnishes services to you from any and all claims, damages, losses, suits or actions, fines, penalties, cost and expenses (including, but not limited to, attorney fees) or any liability whatsoever, whether suffered, made, instituted or asserted by you or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by you or others, or for any infringement or invasion or the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the operation, failure or outage of services, incorrect routing, or use of, or inability of a person to use, ENA 9-1-1 dialing feature or service or access emergency service personnel.

If you have any questions about this notification, please call ENA at 1-866-615-1101 for further information.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

ENA:

ENA Services LLC

CLIENT:

**City of Kingsport for its Kingsport City
School System**

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

SCHEDULE OF SERVICES TO OPT-IN AGREEMENT

No. _____

In accordance with all terms and conditions of the Opt-In Agreement executed between ENA and **City of Kingsport for its Kingsport City School System** ("Client") on _____ (Date) (the "Agreement"), Client desires to purchase some or all of the Services described in this Schedule of Services (the "Schedule"). Client's Purchases of Services from this Schedule will be memorialized in a form agreeable to both Parties during the Term of this Schedule.

Service Ordered (Check All Applicable Below)	
<input type="checkbox"/> Broadband	<input type="checkbox"/> Wi-Fi/LAN
<input checked="" type="checkbox"/> Communication	<input type="checkbox"/> Cloud
Description and Price of Services	
Check one: <input checked="" type="checkbox"/> Described below <input type="checkbox"/> Described in the attached document(s)	
Voice services based on Tennessee E-Rate Consortium, 470 # 160017344, MNPS RFP 16-11, Contract Number: 2-225071-08	
Term (construed in conjunction with any documents attached to this Schedule)	
Initial Term	<input type="text" value="12"/> months
Renewal Term(s)	<input type="text" value="3"/> Number of Renewal Terms <i>enter '0' if none permitted</i>
	<input type="text" value="12"/> Length of each Renewal Term (in months)
Maximum Contract Length (if all renewal terms exercised)	<input type="text" value="48"/> months
Billing Address and Billing Contact Information	
Scott Pierce 400 Clinchfield St., Suite 200 Kingsport, TN 37660	

Nothing in this Schedule is intended to replace, supersede or modify the terms of the Agreement. Client facility must be ready to support the Service. Any building or customer environment make-ready cost is the responsibility of the Customer. If this Service includes a data circuit, Client must have a suitable entrance facility into the building/demark room by conduit or aerial means.

ENA:

By: _____
Name: _____
Title: _____
Date: _____

CLIENT:

City of Kingsport for its Kingsport City School System

By: _____
Name: _____
Title: _____
Date: _____



AGENDA ACTION FORM

Changing the Meeting Date Business Meetings of the Board of Mayor and Aldermen from the First and Third Tuesdays to the Second and Fourth Tuesdays in January, 2018

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

Action Form No.: AF-318-2017
 Work Session: December 18, 2017
 First Reading: N/A

Final Adoption: December 19, 2017
 Staff Work By: A. Marshall/M. Billingsley
 Presentation By: Mike Billingsley

Recommendation:

Approve the Resolution.

Executive Summary

Article III, Section 7 of the city charter provides that except as, "provided by ordinance or resolution, the regular meeting of said board shall be held at 7:00 p.m. (local time) on the first and third Tuesday of each month."

Since the first Tuesday in January 2018 is so close to the New Year holiday, the work sessions and regular business meetings should be moved from the first and third weeks to the second and fourth weeks in January, 2018.

Attachments:

1. Resolution

	Y	N	O
Adler	—	—	—
George	—	—	—
McIntire	—	—	—
Begley	—	—	—
Oltman	—	—	—
Cooper	—	—	—
Clark	—	—	—

RESOLUTION NO. _____

A RESOLUTION CHANGING THE DATE OF THE REGULAR BUSINESS MEETINGS OF THE BOARD OF MAYOR AND ALDERMEN IN JANUARY, 2018 FROM THE FIRST AND THIRD TUESDAYS TO THE SECOND AND FOURTH TUESDAY FOR JANUARY, 2018

WHEREAS, the charter of the city provides that the business meeting of the board of mayor and aldermen will take place on the first and third Tuesdays of each month at 7:00 p.m., unless otherwise provided by resolution or ordinance; and

WHEREAS, the board of mayor and aldermen would like to move the scheduled business meetings from the first and third Tuesday to the second and fourth Tuesday in January, 2018.

Now therefore,

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

SECTION I. That the regular business meetings of the board of mayor and aldermen scheduled for the first and third Tuesdays are moved to the second and Fourth Tuesdays at 7:00 p.m.

SECTION II. That the city recorder is authorized and directed to advertise the change in the dates of the regular business meetings of the board of mayor and aldermen from first and third Tuesday to the second and fourth Tuesdays at the 7:00 p.m. and to take all acts needed to ensure that notice of the meeting is made to the public in compliance with T.C.A. §10-7-503.

SECTION III. That the work sessions shall be rescheduled to the second and fourth Mondays for January, 2018 at 4:30 p.m.

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

ADOPTED this the 19th day of December, 2017.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Apply for and Receive Partnership Grant from the Tennessee Arts Commission

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

Action Form No.: AF-305-2017
 Work Session: December 18, 2017
 First Reading: N/A

Final Adoption: December 19, 2017
 Staff Work By: B. Macdonald
 Presentation By: C. McCart

Recommendation:

Approve the Resolution.

Executive Summary:

Annually, the Tennessee Arts Commission calls for applications for an array of grants. For the last 11 years the City of Kingsport Office of Cultural Arts has received grant support. This year the City of Kingsport Office of Cultural Arts has been approved to apply in the partnership category which is a maximum of 12% of the previous year's cash expenses up to \$40,000. Given last year's recorded expenses, the maximum grant award potential is \$25,000. This will be matched by operating dollars allocated by the City of Kingsport during FY19 budget process to assist in promoting cultural activities including public art and community engagement.

Attachments:

1. Resolution

	Y	N	O
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Clark	—	—	—

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL
DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND
RECEIVE A PARTNERSHIP GRANT FROM THE TENNESSEE
ARTS COMMISSION

WHEREAS, the city, through the Cultural Arts Division, would like to apply for a partnership grant through the Tennessee Arts Commission, which will provide assistance in promoting cultural activities, including public art and community engagement; and

WHEREAS, the maximum amount of the grant award is \$25,000.00, and the grant requires a 1 to 1 match, which will be available in the general operating budget;

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to apply for and receive grant funds from the Tennessee Arts Commission in the amount up to \$25,000.00, which will require a 1 to 1 match.

SECTION II. That the mayor is authorized to execute any and all documents including those necessary and proper to demonstrate the city's compliance with the grant requirements or its provisions necessary to effectuate the purpose of the grant or this resolution.

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

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

ADOPTED this the 19th day of December, 2017.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Approve Issuance of Certificates of Compliance for Businesses to Sell Retail Alcoholic Beverages

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

Action Form No.: AF-314-2017
 Work Session: December 18, 2017
 First Reading: N/A

Final Adoption: December 19, 2017
 Staff Work By: Angie Marshall
 Presentation By: Jim Demming

Recommendation:

Approve the issuance of Certificates of Compliance to the following businesses to sell retail alcoholic beverages.

<u>Store Name</u>	<u>Address</u>	<u>Applicant(s)</u>
1. Allandale Package Store	4528 West Stone Drive	Bobbie Phillips
2. B&B Package Store	3636 Fort Henry Drive	Thomas & Robin K. Carter
3. Colonial Heights Package Store	4311 Fort Henry Drive	Kim Owens & John Owens, III
4. Discount Package Store	2716 John B. Dennis Highway	John Cox
5. Greeneacres Package Store	1229 North Eastman Road, Ste 225	Kenneth W. Glass
6. North Plaza Package Store	812 Lynn Garden Drive	Nancy L. East
7. Park Place Liquor & Wine Package Store	1309 S. John B. Dennis Highway	Parker & Sandra Hill & Parker Hill, II
8. Porter's Wine & Liquor	1304 East Stone Drive	Kenneth W. Glass
9. West Kingsport Package Store	2217 West Stone Drive	George Todd East

Executive Summary:

Listed above is a summary of the applications for nine package stores who have filed with the City Recorder for renewal of their Certificate of Compliance to sell retail beverages. Section 6-67 of the City Code states that to assure that all requirements are satisfied, no original or renewal Certificate of Compliance shall be issued for any location until:

1. An application has been filed with the City Recorder; and
2. The application complies with all restrictions as to location and number of retail licenses to be issued within the City; and
3. The application has been considered at a regular or called meeting of the Board and approved by a Majority vote.

These applications have met the requirements of Section 6-67 of the City Code. Police background checks have been conducted on each of the applicants with nothing found that would prevent any from their certificates.

Attachments:

None

	<u>Y</u>	<u>N</u>	<u>O</u>
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Clark	—	—	—