

#### AGENDA

#### BOARD OF MAYOR AND ALDERMEN WORK SESSION

Monday, February 18, 2019, 4:30 p.m. City Hall, 225 W. Center St., Courtroom, 2<sup>nd</sup> 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, 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. Fire Dept. Update Chief Boyd
- 4. Review of Items on February 19, 2019 Business Meeting Agenda
- 5. Adjourn

Next Work Session, March 4: KOSBE, Neighborhood Commission and DKA/PEAK

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.



#### Kingsport Employee Wellness, George DeCroes

	01/01/2019 - 1/31/2019	02/01/2019 - 02/12/2019		
Total Utilization	93.1%	97.9%		
City – Active Employees	61.3%	60.2%		
City – Dependents	30.4%	33.9%		
City – Retirees	2.6%	1.6%		
Extended-Patient Services/Other	0.0%	1.3%		
Work Comp	0.1%	0.5%		
No Show	5.6%	2.5%		

#### Worker's Compensation, Terri Evans

For the month of January 2019, the city had six (6) recordable worker's compensation claims that involved lost time or restricted duty. Of six (6) claims involved five (5) were restricted duty and one (1) was lost time.

# **City of Kingsport** Project Status in Pictures

Feb 19, 2019





#### 1 Indian Trail Drive - Turning Lane

This project consisted of road improvements at the intersection of Indian Trail Drive and Stone Drive. It was completed Saturday, February 9.

#### 2 Tri-County Tank Project

Completion of tank steel welding, including the roof, should be completed by end of February. If weather cooperates, project completion is expected early April.

#### **3** Lynn View

Current work includes subgrade preparation of the concrete pad/foundation for the installation of the new bleachers and press box.

#### 4 J. Fred Johnson Stadium

Turf has been installed and sewn throughout the stadium. Installation of the turf infill is expected to begin by February 15.

### Status Updates on Active Projects sorted by Cost

Estimated Cost	Project Owner	Project Name	Project Description	Completion CurrentStatus Date
\$7,500,000.00	Ryan McReynold s	SR 347 (Rock Springs Road) [State &MTPO funded]	TDOT Managed, joint funded reconstruction of the State portion of Rock Springs Road	12/31/2020 Final ROW / Utility plans expected Summer 2019
\$6,600,000.00	Niki Ensor	Water & Wastewater Facilities SCADA/Telemetry Project	Design and installation of SCADA/Telemetry system that will serve both water and sewer plants, sewer lift stations, water pump stations and boosters, along with monitoring in the distribution and collection systems.	<ul> <li>4/1/2020 1/22/18 - CDM agreement amendment for BMA</li> <li>Approval. 1/21/18 - Bid advertisement. 2/6/18 -</li> <li>Pre bid meeting. 2/19/1/ - Bid opening.</li> </ul>
\$4,400,000.00	Niki Ensor	WWTP Electrical Improvements	Design of wastewater treatment plant improvements. Project includes replacement of the Main Switchgear, Switchgear SB-1 and related equipment at the wastewater treatment plant.	5/1/2020 Finalizing plans. Tentaive bid set for April.
\$4,186,000.00	Chris McCartt	New KATS Transit Center	Construction of a new KATS Transit Center on the former foundry property.	3/8/2019 Plaza concrete placement continues; interior drywall installation continues.
\$3,867,000.00	Chad Austin	Border Regions Sewer Extensions	Sewer extensions to serve the Border Regions Annexations in the vicinity of Tri-Cities Crossing and Fordtown Rd.	2/17/2020 Survey is nearing completion. Final design is underway.
\$3,750,000.00	Niki Ensor	Chemical Feed Design	Design of WTP Chemical Feed improvements. Project will include new facilities for pre and post chemical feed and implementation of bulk bleach for disinfection.	<b>11/1/2020</b> Awaiting proposal for final design and construction phase services. Funding included in FY20 CIP.
\$3,740,000.00	Niki Ensor	West Kingsport Forcemain and Pump Station Improvements	Elimination of Pendragon SLS (#120) with gravity. Rehab of West Kingsport SLS (#119) and installation of new forcemain to the WWTP.	<b>6/1/2020</b> Hazen and Sawyer finalizing plans. Tenative bid date set for second week of February.
\$3,300,000.00	Michael Thompson	Indian Trail Drive Extension	The extension of Indian Trail Drive to Eastman Road at the current Reedy Creek Road / Eastman Road intersection. The project includes a bridge over Reedy Creek and realigning Reedy Creek Road to tie into the new Indian Trail Drive Extension.	6/30/2021 Still awaiting RPAI (East Stone Commons Owner) coordination with designer on access needs.
\$2,380,000.00	Ryan McReynold s	Regions Building - Phase 1	Renovations of floors 3 thru 6 for the consolidation of City offices to one location.	<b>12/31/2019</b> City now is the official owner of the facility. Working with Cain Rash West architects on building renovation plans.
\$2,300,000.00	Ryan McReynold s	Justice Center Renovations	Renovations and expansion of Justice Center that will accommodate court space and county offices currently residing in City Hall.	12/31/2020 Architect is under contract and has began working on plans to expand and modify the existing Justice Center.
\$1,700,000.00	Michael Thompson	Main Street Rebuild	The reconstruction of Main Street from Sullivan Street to Clay Street. [City & MTPO Funded]	<b>4/1/2020</b> MOU for AEP design and easements is being routed for signatures. Expect to have construction contract information for BMA consideration June 2019. Spring 2020 construction start anticipated.

Text in blue denotes changes in the past two weeks. Red box denotes past due, yellow box denotes due within 30 days, green denotes due more than 30 days

Estimated Cost	Project Owner	Project Name	Project Description	Completion Date	CurrentStatus
\$1,203,149.00	Kitty Frazier	Kingsport Greenbelt - Eastern Extension - Phase 1	New 1 mile long Greenbelt section from the 0.4 mile marker (bottom of the hill from Exchange Place) to Cleek Road. [Fed. Grant & City funded]	11/1/2019	BMA approved low bidder 2/5/19 and contract is being routed for signatures.
\$1,074,738.00	Chad Austin	Phase 4 Water Improvements	Waterline replacement in Sullivan Gardens area.	12/6/2019	Working on contract.
\$961,140.00	Michael Thompson	Stone Drive - Phase 2 (SR 1, US 11W) Sidewalk Improvements	Construction of sidewalk along Stone Drive from Stonebrook Place Pvt. Dr. to Lynn Garden Dr. [95% State Funded 5%]	8/31/2020	Contract amendment coming to BMA 2/19/19 to shift funding from Phase 2 (this project) to Phase 1. Plan to bid together.
\$881,182.00	Schools	J Fred Johnson Stadium - Turf Replacement	The replacement of approximately 162,100 square feet of artificial grass surface at J Fred Johnson Stadium (football and baseball fields) and associated logos/markings. Work also includes the removal and offsite disposal of the existing artificial surfac	3/1/2019	The majority of the turf has been placed and sewn. Current work includes turf installation on the indoor baseball facility. Infill will begin later this week.
\$697,475.00	Michael Thompson	Stone Drive - Phase 1 (SR 1, US 11W) Sidewalk Improvements	Construction of sidewalk along Stone Drive from Stonebrook Place Pvt. Dr. to American Way where current sidewalk gaps exist. Includes work to make existing driveways ADA accessible. [95% State Funded 5% City]	12/7/2019	Contract amendments coming to BMA 2/19/19 to adjust timeframe to align with Phase 2 project and shift funding from Phase 2 to Phase 1 (this project). Plan to bid together.
\$577,000.00	Niki Ensor	Tri-County Tank Replacement Project	Replacement of 160,000 gallon steel water storage tank in Tri-County Pressure Zone, located on Big Ridge Rd.	2/22/2019	Eastern Tank to have steel including roof complete by end February. Then begin sandblasting and painting.
\$468,001.00	Rob Cole	Bays Mountain Parking Improvements	Construction of new asphalt parking lot and asphalt paving improvements to the overflow parking lot and access road.		Rock hammering continues on the new parking lot. The overflow parking lot access road is complete through the road base.
\$445,158.10	Rob Cole	Bays Mountain Dam Rehabilitation (2017-C28)	Repairs and rehabilitation work to the Bays Mountain Dam structure.	2/15/2019	Waiting for Chainlink Fencing to be delivered and installed.
\$415,000.00	Chad Austin	SR 93- Fall Branch section (TDOT)	TDOT project to improve State Route 93 in the Fall Branch area. Impacted waterlines in this area will be are to be relocated as part of the TDOT project.	12/31/2020	Project moved to 2019; "B Date" package due 9/26/2018; TDOT Letting Date: December 2018
\$391,711.50	David Edwards	Bloomington Culvert Replacement	Exist. double 7' x 7' box culvert is failing adjacent to Bloomington Dr. Project will be a replacement of the double box within the ROW and will create a separation from the private section of the culvert that extends downstream from Bloomington Dr.	6/1/2019	Bids opened 1/16/19. Summers-Taylor is the low bidder at \$391,711.50.
\$384,689.00		Area 10 Concrete - Phase 1	Concrete roadway and sidewalk repairs on Colfax Ave, Camden Dr, Clearwood Ave, and Broadwood Dr	2/18/2019	Contractor is working on replacing roadway panels and sidewalk panels.
\$352,000.00	Chad Austin	SR 93- Horse Creek/Derby Drive Section (TDOT)	Creek/Derby Drive area. Project also includes improvements with the intersection with Derby Drive, along with a new bridge crossing Horse Creek. Impacted waterlines in this area will be are to be reloc		Project moved to 2020; "B Date" package due 9/25/2019; TDOT Letting Date: December 2019
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\$350,000.00	Rob Cole	Bays Mountain Septic System Upgrades	Replacement of septic system at Bays Mountain Park with installation of sewer lift station and force main to base of park road to allow for more capacity.	4/26/2019 Project has been advertised for bids. Bid opening scheduled for February 20.
\$262,770.00	Chris McCart	Lynn View Community Center Site Improvements Phase 2	New metal bleachers and two new pre-Engineered metal buildng for Electrical Room and Storage Building.	4/12/2019 Sitework and preparation for bleachers continues.
	Niki Ensor	SLS Rehab and Replacement	Rehabilitation of SLS # 108 (Oak Glen Drive). Replacement of SLS #307 (Cooks Valley) and #308 (Lakeside Drive).	1/1/2020 Received drawings for review 12/21/18

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### AGENDA

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

#### **BUSINESS MEETING**

Tuesday, February 19, 2019, 7:00 p.m. City Hall, 225 W. Center St., Courtroom, 2<sup>nd</sup> 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, 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** – Led by New Vision Youth

- **II.B. INVOCATION** Pastor Ed Clevinger, Grace Covenant Church
- III. ROLL CALL
- IV.A. RECOGNITIONS & PRESENTATIONS 1. Kingsport Area Transit Update – Chris Campbell
- **IV.B. APPOINTMENTS**

None

#### V. APPROVAL OF MINUTES

1. Business Meeting – February 5, 2019

#### VI. COMMUNITY INTEREST ITEMS

#### A. <u>PUBLIC HEARINGS</u>

None

#### COMMENT

Withdrawn 2/19/19

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

#### B. BUSINESS MATTERS REQUIRING FIRST READING

- 1. Amend the FY 2019 the General Purpose School Fund Budget (AF: 40-2019) (David Frye)
  - Ordinance First Reading
- 2. Budget Adjustment Ordinance for FY19 (AF: 08-2019) (Jeff Fleming)
  - Ordinance First Reading

3. Enter into a Materials Agreement with School House, LLC Related to the Cherokee Bend Development and an Ordinance to Appropriate the Funds (AF: 17-2019) (Ryan McReynolds)

- Resolution
- Ordinance First Reading

#### C. BUSINESS MATTERS REQUIRING FINAL ADOPTION

- 1. Amend Zoning of 2400 and 2404 North John B Dennis Highway (AF: 25-2019) (Ken Weems)
  - Ordinance Second Reading & Final Adoption
- Amend the Code of Ordinances for the 2018 International Building, Fire and Related Codes, Property Maintenance Codes, & 2017 National Electric Code (AF: 31-2019) (Lynn Tully)
  - Ordinance Second Reading & Final Adoption

#### D. OTHER BUSINESS

- 1. Award to Purchase E-Rate Category Two Hardware to Personal Computer Systems, Inc. (AF: 39-2019) (Scott Pierce, David Frye)
  - Resolution
- 2. Settlement of a Claim 918 Dale Street (AF: 42-2019) (Jeff Fleming)
  - Resolution

- 3. Amend T-Mobile Lease Agreement for the Addition of a Backup Generator at the Browder Road Water Tank (AF: 41-2019) (Ryan McReynolds)
  - Resolution
- 4. Awarding the Bid for Mowing & Trimming of Various Locations (AF: 43-2019) (Ryan McReynolds)
  - Resolution
- 5. TDOT Grant Contract Amendment Two (Time Extension) for Stone Drive Multi-Modal Access Project Phase 1 (AF 30-2019) (Ryan McReynolds)
  - Resolution
- 6. TDOT Grant Contract Amendments for Phases 1 and 2 of the Stone Drive Multi-Modal Access Project Authorizing the Mayor to Sign all Applicable Documents (AF: 34-2019) (Ryan McReynolds)
  - Resolution

#### VII. CONSENT AGENDA

- 1. Apply for and Receive a 2019 Traffic Safety Grant from the American Automobile Association (AAA) for Traffic Incident Management Equipment (AF: 36-2018) (David Quillin)
  - Resolution
- 2. Enter into a Lease Agreement with Congressman Phil Roe for Office Space at the Kingsport Center for Higher Education (AF: 37-2019) (Chris McCartt)
  - Resolution
- 3. Award the Bid for School Nutrition Grocery and Beverage Items to Gordon Food Service (AF: 38-2019) (David Frye, Jennifer Walker)
  - Resolution

#### VIII. COMMUNICATIONS

- A. City Manager
- B. Mayor and Board Members
- C. Visitors
- D. Emergency Purchase of High Service Pump Report

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

#### IX. ADJOURN

Minutes of the <u>Regular Business Meeting</u> of the Board of Mayor and Aldermen of the City of Kingsport, Tennessee Tuesday, February 5, 2019, 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

<u>City Administration</u> 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: Pastor Paul Becker.
- **II.B. INVOCATION**: Gary Bement, Former United States Air Force Chaplain.
- **III. ROLL CALL:** By City Recorder Demming. All Present.

### IV.A. RECOGNITIONS AND PRESENTATIONS. 1. Tree Board Management Plan – Dan Warnick and Lewis Bausell.

#### IV.B. APPOINTMENTS/REAPPOINTMENTS. None.

#### V. APPROVAL OF MINUTES.

<u>Motion/Second</u>: Adler/McIntire, to approve minutes for the January 22, 2019 Regular Business Meeting Approved: All present voting "aye."

<u>Approved</u>: All present voting aye.

#### VI. COMMUNITY INTEREST ITEMS.

#### A. PUBLIC HEARINGS.

**1.** Amend Zoning of 2400 and 2404 North John B. Dennis Highway (AF: 25-2019) (Ken Weems).

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

#### Minutes of the <u>Regular Business Meeting</u> of the Board of Mayor and Aldermen of the City of Kingsport, Tennessee, Tuesday, February 5, 2019

Motion/Second: McIntire/George, to pass:

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG NORTH JOHN B DENNIS HIGHWAY FROM P-1, PROFESSIONAL OFFICES DISTRICT TO B-4P, PLANNED BUSINESS DISTRICT IN THE 11<sup>TH</sup> CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**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. Amend Code of Ordinances for the 2018 International Building, Fire and Related Codes, Property Maintenance Codes and 2017 National Electric Code (AF: 31-2019) (Lynn Tully). Development Services Director Tully provided details on this item, noting this action is necessary for legal reasons to bring the code up to date. However, she pointed out they had been approved and would still be using the 2009 tables in the Energy Code as will other local jurisdictions for the time being. Some discussion followed.

Motion/Second: McIntire/Adler, to pass:

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, SECTIONS 22-96, 22-121,22-391, 22-411, 22-522 and 42-46 RELATING TO ADOPTION BY REFERENCE OF VARIOUS INTERNATIONAL CODES PERTAINING TO PROPERTY; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE Passed on first reading: All present voting "aye" except Begley "abstained."

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

**1.** Construction Contract and Budget Ordinance for Water System Improvements Phase 4 Project (AF: 13-2019) (Ryan McReynolds).

Motion/Second: McIntire/George, to pass:

**ORDINANCE NO. 6779**, AN ORDINANCE TO AMEND VARIOUS WATER PROJECTS FOR THE YEAR ENDING JUNE 30, 2019; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

<u>Passed on second reading in a roll call vote</u>: Clark, Adler, Begley, Cooper, George, McIntire and Olterman voting "aye."

2. Amend FY19 General Purpose School Fund and the General Project Fund Budgets (AF: 18-2019) (David Frye).

## Minutes of the <u>Regular Business Meeting</u> of the Board of Mayor and Aldermen of the City of Kingsport, Tennessee, Tuesday, February 5, 2019

Motion/Second: McIntire/Begley, to pass:

**ORDINANCE NO. 6780**, AN ORDINANCE TO AMEND THE GENERAL PURPOSE SCHOOL FUND AND THE GENERAL PROJECTS FUND BUDGETS FOR THE FISCAL YEAR ENDING JUNE 30, 2019; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

<u>Passed on second reading in a roll call vote</u>: Clark, Adler, Begley, Cooper, George, McIntire and Olterman voting "aye."

**3.** Amend the FY19 School Special Projects Fund Budget (AF: 19-2019) (David Frye)

Motion/Second: George/Olterman, to pass:

**ORDINANCE NO. 6781**, AN ORDINANCE TO AMEND THE FY 2018 SCHOOL SPECIAL PROJECTS FUND BUDGET; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

<u>Passed on second reading in a roll call vote</u>: Clark, Adler, Begley, Cooper, George, McIntire and Olterman voting "aye."

#### D. OTHER BUSINESS.

**1.** Bid Award for the Purchase of Various Water and Sewer Maintenance Items (AF: 29-2019) (Chris McCartt, Ryan McReynolds).

Motion/Second: Adler/McIntire, to pass:

**Resolution No. 2019-103**, A RESOLUTION AWARDING THE BID FOR PURCHASE OF VARIOUS WATER AND SEWER MAINTENANCE ITEMS TO CONSOLIDATED PIPE & SUPPLY, INC., SOUTHERN PIPE & SUPPLY, INC., CORE & MAIN, INC., AND G&C SUPPLY, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

Passed: All present voting "aye."

2. Reimbursement of Materials Agreement Funds to Edinburgh Group, LLC for Edinburgh Phase 11 (AF: 15-2019) (Ryan McReynolds)

<u>Motion/Second</u>: McIntire/Olterman, to pass: **Resolution No. 2019-104**, A RESOLUTION AUTHORIZING REIMBURSEMENT OF MATERIALS AGREEMENT FUNDS TO EDINBURG GROUP, LLC FOR EDINBURGH PHASE 11

Passed: All present voting "aye."

**3.** Bid Award for Purchase of Furniture for New KATS Facility Utilizing Sourcewell Cooperative Purchasing Agreement (AF: 33-2019) (Chris McCartt).

Motion/Second: McIntire/George, to pass:

# Minutes of the <u>Regular Business Meeting</u> of the Board of Mayor and Aldermen of the City of Kingsport, Tennessee, Tuesday, February 5, 2019

**Resolution No. 2019-105**, A RESOLUTION AWARDING THE BID FOR PURCHASE OF FURNITURE FOR THE NEW KINGSPORT AREA TRANSIT SERVICE BUILDING TO WORKSPACE INTERIORS, INC. THROUGH THE SOURCEWELL COOPERATIVE PURCHASING AGREEMENT AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME <u>Passed</u>: All present voting "aye."

**4.** Amend TDOT Agreement for Greenbelt Eastern Extension Phase 1 (AF: 26-2019) (Chris McCartt). Assistant City Manager McCartt presented this item in conjunction with the following two items and answered several questions from the board members. Discussion ensued.

Motion/Second: McIntire/George, to pass:

**Resolution No. 2019-106**, A RESOLUTION APPROVING AMENDMENT ONE TO TENNESSEE DEPARTMENT OF TRANSPORTATION AGREEMENT NUMBER 140127 FOR THE KINGSPORT GREENBELT EASTERN EXTENSION PHASE 1 PROJECT; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

Passed: All present voting "aye."

5. Agreement with the Treasury Department of the State of Tennessee Establishing a LGIP Account for CEI Services for the Greenbelt Eastern Extension Phase 1 Project (AF: 27-2019) (Chris McCartt).

Motion/Second: Adler/Cooper, to pass:

Resolution No. 2019-107, A RESOLUTION APPROVING AN AGREEMENT WITH THE TREASURY DEPARTMENT OF THE STATE OF TENNESSEE ESTABLISHING A LOCAL INVESTMENT GOVERNMENT POOL (LGIP) ACCOUNT FOR CONSTRUCTION ENGINEERING **INSPECTION** (CEI) SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

6. Bid Award to Glass Machinery & Excavation, Inc. for the Greenbelt Eastern Extension Phase 1 Project (AF: 28-2019) (Chris McCartt).

Motion/Second: McIntire/Cooper, to pass:

**Resolution No. 2019-108**, A RESOLUTION AWARDING THE BID FOR THE GREENBELT EASTERN EXTENSION PHASE 1 PROJECT TO GLASS MACHINERY & EXCAVATION, INC. AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT Passed: All present voting "aye."

Minutes of the <u>Regular Business Meeting</u> of the Board of Mayor and Aldermen of the City of Kingsport, Tennessee, Tuesday, February 5, 2019

7. Execute the Renewal Option by Amending the Agreement with Promier Landscapes for Landscape Maintenance Services for 2019 (AF: 32-2019) (Ryan McReynolds).

Motion/Second: Begley/Olterman, to pass:

**Resolution No. 2019-109**, A RESOLUTION APPROVING AN AMENDMENT TO THE AGREEMENT WITH PROMIER LANDSCAPES, INC. FOR LANDSCAPE MAINTENANCE SERVICES; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT Passed: All present voting "aye."

#### 8. Bid Award for Purchase of New Outdoor Pool and Expansion Project #AQ1800 for the Aquatic Center (AF: 24-2019) (Chris McCartt).

Motion/Second: McIntire/George, to pass:

**Resolution No. 2019-110**, A RESOLUTION AWARDING THE BID FOR THE KINGSPORT AQUATIC CENTER NEW OUTDOOR POOL AND EXPANSION CONSTRUCTION PROJECT TO BURWIL CONSTRUCTION COMPANY AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

#### VII. CONSENT AGENDA. None.

#### VIII. COMMUNICATIONS.

- A. <u>CITY MANAGER</u>. Mr. Fleming commented on the BMA's trip to Nashville over the last two days, noting 100% attendance and the chance to discuss legislative priorities for the Tri-Cities.
- B. <u>MAYOR AND BOARD MEMBERS</u>. Alderman Begley commented the trip to Nashville was productive. Alderman Olterman stated it was a great trip and good to interact with their counterparts in different cities. He wished his wife a happy anniversary of 42 years and mentioned Dobyns Bennett was playing Tennessee High tonight. Alderman George commented on regionalism. She also stated the Valentine's Sip and Stroll was this Thursday, noting a new mural has been placed downtown. Alderman Adler stated the issue of online sales tax is being discussed at the state level, noting the people closest to the issue know it best. She also mentioned the soft grand opening for the Inventor Center is coming up March 1-3. Alderman Cooper pointed out in light of the sales tax issue folks should come out for Sip and Stroll and invest in Kingsport. She also mentioned the Kingsport Theatre Guild will be putting on My Fair Lady over the next two weekends. Vice-Mayor McIntire commented on several Dobyns

Bennett students who have recently been recognized for athletic and academic achievements. He also commented on the challenge to work new legislation that applies to everyone. The Vice-Mayor noted there were 25% new members in the legislation and they were in for a tough, long session. Mayor Clark commented on the purpose of the board was to improve the quality of life for citizens and team up with other cities.

**C.** <u>VISITORS</u>. Mr. Paul Becker made comments in protest of the next Tri-Pride parade and festival which is scheduled to be held in Kingsport in September. Mr. Tim Mullins commented on Ballad and infrastructure. Mr. Danny Karst thanked the board for the support of the city over the last twelve years in the Edinburgh subdivision, noting there are more than 500 people living there with one percent of the city's population.

**IX. ADJOURN.** Seeing no other business for consideration at this meeting, Mayor Clark adjourned the meeting at 8:56 p.m.

ANGELA MARSHALL Deputy City Recorder JOHN CLARK Mayor



#### AGENDA ACTION FORM

#### Consideration of an Ordinance to Amend the FY 2019 the General Purpose School Fund Budget.

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

Action Form No.:AF-40-2019Work Session:February 18, 2019First Reading:February 19, 2019

Final Adoption:March 5, 2019Staff Work By:David FryePresentation By:David Frye

#### Recommendation:

Approve the Ordinance.

#### Executive Summary:

The Board of Education approved fiscal year 2019 budget amendment number two at their meeting on February 12, 2019. This amendment appropriates funds from the General Purpose School Fund Unreserved Fund Balance, in the amount of \$437,318. \$50,000 of these funds will be used to fund the purchase of new risers or various components at several schools. The remaining funds in addition to a donation from Kennedy Elementary School of \$45,210 will fund a new playground at Kennedy Elementary.

#### Attachments:

1. Ordinance

2. BOE Budget Amendment Number Two - FY 2019

Funding source appropriate and funds are available

	_Y_	<u>N</u>	0
Alder	_	_	_
Begley		_	_
Cooper		_	
George		_	
McIntire	—		
Olterman	_		-
Clark	_		

#### ORDINANCE NO.

AN ORDINANCE TO AMEND THE GENERAL PURPOSE SCHOOL FUND BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2019; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

PRE-FILED

CITY RECORDER

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

SECTION I. That the General Purpose School Fund Budget be amended by increasing the estimated revenue for Fund Balance Appropriations by \$437,318; increasing the estimated revenue for Other Local Revenue by \$45,210, and by increasing the appropriation for Capital Improvement Projects by \$432,528; increasing the appropriation for Fixtures, Furniture, and Equipment by \$50,000.

Fund 141: General Purpose School Fund			
Revenues:	\$\$	5	\$
141-0000-369-4990 Other Local Revenue	500,000	45,210	545,210
141-0000-392-0100 Fund Balance Appropriations	730,543	437,318	1,167,861
Total:	1,230,543	482,528	1,713,071
<u>Expenditures:</u> 141-7650-871-0707 Capital Improvements 141-7650-871-0790 Fixtures, Furniture & Equip. <i>Total:</i>	322,993 102,150 <b>425,143</b>	432,528 50,000 <b>482,528</b>	755,521 152,150 <b>907,671</b>

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

JOHN CLARK, Mayor

ATTEST:

JAMES H. DEMMING City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

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

PASSED ON 2ND READING:

City of Kingsport, Tennessee, Ordinance No. \_\_\_\_\_, Page 1 of 1

February 12, 2019

#### KINGSPORT CITY SCHOOLS FISCAL YEAR 2018-2019 BUDGET AMENDMENT NUMBER TWO

#### **GENERAL PURPOSE SCHOOL FUND**

#### **ITEM ONE: RISERS**

Not all of our schools have risers or they don't have a complete set of risers. This results in our maintenance personnel having to move risers between schools. Not only does this take time away from other maintenance activities, it also results in wear and tear on the risers. We have taken an inventory of risers and the needs range from a complete set of risers at some schools to additional components at other schools. A complete set of risers, with four steps and rails is approximately \$11,000. An appropriation of \$50,000 will cover most of the needs.

It is recommended that the estimated revenue for fund balance appropriations be increased by \$50,000 and that the appropriation for Fixture, Furniture and Equipment be increased by \$50,000.

#### ITEM TWO: KENNEDY ELEMENTARY PLAYGROUND IMPROVEMENTS

We have received bids for the improvements to the Kennedy Playground. It is being recommended that we accept the low bid of \$311,900. With architect fees (\$17,750) and contingency (\$18,714), the total project costs are \$348,364. Funding for the project will come from a donation from Kennedy Elementary School of \$45,210 and from a fund balance appropriation of \$303,154.

It is recommended that the estimated revenue for Fund Balance Appropriations be increased by \$303,154 and that the estimated revenue for Other Local Revenue be increased by \$45,210 and that the appropriation for Capital Improvement Projects be increased by \$348,364.

After discussion at the Board of Education meeting, it was decided to investigate if it may be more cost effective to install a complete poured-in-place surface instead of a partial surface. In the interest of time, it was decided to increase the budget amendment to cover the cost of the complete surface. If the final decision is to do the partial surface then the excess funds would revert back to the Unreserved Fund Balance.

If the final decision is to do the complete surface, then to the total project cost would be \$432,528. The final recommendation is to increase the estimated revenue for Fund Balance Appropriations by \$387,318 and Other Local Revenue by \$45,210 and to increase the appropriation for Capital Improvement Projects by \$432,528.

#### **ITEM THREE: FUND BALANCE APPROPRIATION**

The audited Unreserved Fund Balance at June 30, 2018, was \$6,127,644. This amount is almost eight percent of the FY 2019 General Purpose School Fund budget. As recommended above this budget amendment will appropriate \$437,318 from the Unreserved Fund Balance. When this amount and previous appropriations are deducted from the June 30, 2108 balance, the revised Unreserved Fund balance will be \$5,126,755. Three percent of the FY 2019 budget is \$2,302,581.



#### AGENDA ACTION FORM

#### **Budget Adjustment Ordinance for FY19**

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

Action Form No.:AF-08-2019Work Session:February 18, 2019First Reading:February 19, 2019

Final Adoption:March 5, 2019Staff Work By:Judy SmithPresentation By:Jeff Fleming

#### Recommendation:

Approve the Ordinance.

#### **Executive Summary:**

The budget adjustment ordinance will appropriate funds collected as part of the e-citation program to offset the maintenance of the e-citation programs. The \$5.00 fee is divided with \$1.00 going to the clerk's office for their expenses related to the program (printer cartridges, receipt paper, etc.) and \$4.00 going to the law enforcement agency for their expenses related to the program (portable printers, thermal ticket paper, etc.). The appropriation for the Clerk's Office E Citations project is \$9,474 and the appropriation for the Enforcement E Citations project is \$37,931.

The budget adjustment will transfer \$75,400 to the Storm Water Infrastructure project, \$50,000 to the Court/Public Facility project to transfer utilities, etc., and \$415,000 from One Kingsport for the Riverbend parking area in the amount of \$150,000, \$140,000 for construction of a turn-a-round at Riverfront Landing, and \$125,000 for Kingsport Parks and River Masterplan.

Attachments:

1. Ordinance

Funding source appropriate and funds are available:

	Y	<u>N</u>	_0
Adler	_	_	_
Begley	_		_
Cooper	_		_
George		_	_
McIntire	_		_
Olterman	—		_
Clark			

# PRE-FILED CITY RECORDER

#### ORDINANCE NO.

#### AN ORDINANCE TO AMEND VARIOUS PROJECTS FOR THE YEAR ENDING JUNE 30, 2019; 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 budgets be amended by appropriating \$9,474 in e-citation receipts from the e-citation program from clerk's office to Clerks Office E Citations project (NC1507), \$37,931 in e-citation receipts for Enforcement E Citations project (GP1508), \$9,000 from Coca Cola for annual sponsorship to the Coca Cola Appropriation project (NC1604), by appropriating \$12,500 in hotel motel tax for the Visitors Enhancement fund to KCVB and by appropriating \$114,141 from the Visitors Enhancement fund balance for improvements; and that the General Project Fund budgets be amended by transferring \$50,000 from General Projects (GP1750) to the Court/Public Facility PLN (GP1820), by transferring \$4,759 from Lynn View Site Improvements (GP1802) to the Lynn View Site Improvement project (GP1714), by transferring \$150,000 from the One Kingsport project (GP1821) to the River Bend project (GP1512) and appropriating \$666,000 received from KHRA for construction, by transferring \$140,000 from One Kingsport project (GP1821) to Riverfront Landing project (GP1923) and by transferring \$125,000 from the One Kingsport project (GP1821) to the Kingsport Parks & River Masterplan (GP1924).

SECTION II. That the Storm Water Project Fund budgets be amended by transferring \$4,511 from the Colonial Heights Phase 3 project (ST1603), \$25,596 from the Water/Sewer/Traffic TMT project (ST1703), \$42,860 from the Belvedere Drainage Improvement project (ST1709), \$395 from the Horse Creek Improvement project (ST1301) and \$2,038 from the Reedy Creek Land/Improvement project (ST1700) to the Storm Water Infrastructure project (ST1602). The total amount transferred to ST1602 is \$75,400.

Account Number/Description: Fund 111: General Project Special Revenue Fund	<u>B</u>	<u>udget</u>	Incr/	<decr></decr>	<u>New</u>	Budget
<u>Clerks Office E Citations (NC1507)</u> Revenues:	\$		\$		\$	
111-0000-351-3310 Clerk's Office	•	3,468	•	9,474		12,942
Totals:		3,468		9,474		12,942
Expenditures:	\$		\$		\$	
 111-0000-601-2045 Training		150		0		150
111-0000-601-2055 Repairs & Maintenance		1,030		5,000		6,030

City of Kingsport, Tennessee, Ordinance No. \_\_\_\_\_, Page 1 of 7

111-0000-601-3020 Operating Supplies & Tools <i>Totals:</i>		2,288 <b>3,468</b>		4,474 <b>9,474</b>		6,762 <b>12,942</b>
Fund 111: General Project Special Revenue						
Fund Enforcement E Citations (NC1508)						
Revenues:	\$		\$		\$	
111-0000-351-3320 Enforcement Agency	·	13,856	•	37,931		51,787
Totals:		13,856		37,931		51,787
Expandituras	\$		\$		\$	
Expenditures: 111-0000-601-2045 Training	Ψ	1,150	•	0	Ŧ	1,150
111-0000-601-2055 Repairs & Maintenance		7,700		10,000		17,700
111-0000-601-3020 Operating Supplies & Tools		5,006		27,931		32,937
Totals:		13,856		37,931	_	51,787
Fund 111: General Project Special Revenue						
<u>Fund</u> Coca Cola Appropriation (NC1604)						
Revenues:	\$		\$		\$	
110-0000-364-2000 From Corporations		23,000		9,000		32,000
Totals:		23,000		9,000		32,000
E	¢		\$		\$	
Expenditures:	\$	5,000	Ψ	(5,000)	Ψ	0
111-0000-601-2020 Professional Consultant		10,000		(10,000)		0
111-0000-601-3020 Operating Supplies & Tools		8,000		24,000		32,000
111-0000-601-9004 Equipment <i>Totals:</i>		23,000		9,000		32,000
Fund 457 Storm Water Fund						
Colonial Heights PH 3 (ST1603)	\$		\$		\$	
Revenues:	Þ	78,945	φ	(4,511)	Ψ	74,434
457-0000-391-9500 From Storm Water Fund <i>Totals:</i>		78,945		(4,511)		74,434
10(8)5.	-		_			
Expenditures:	\$		\$		\$	
457-0000-622-2022 Construction Contracts		69,245		(3,955)		65,290
457-0000-622-2023 Arch/Eng/Landscaping		9,700		(556)	_	9,144
Totals:		78,945		(4,511)	_	74,434
Fund 457 Storm Water Fund						
Water/Sewer/Traffic TMT (ST1703)						
Revenues:	\$		\$		\$	
457-0000-391-9500 From Storm Water Fund	•	27,000	Ŧ	(25,596)	·	1,404
City of Kingsport, Tennessee, Ordinance No		_, Page 2 o	f7			

Construction Contracts				(25,596)		1,404
Operation Contracto	\$		\$		\$	
2 Construction Contracts		27,000		(25,596)	_	1,404
Totals:		27,000		(25,596)	_	1,404
later Fund						
je imp. (ST1709)						
	\$		\$		\$	405 400
					_	125,403
Totals:		168,263	_	(42,860)	-	125,403
	¢		¢		\$	
Construction Contracts	Ψ	118.263	Ψ	(51.369)	Ŷ	66,894
		0		•		9,018
-		50,000		(509)		49,491
Totals:	8	168,263		(42,860)		125,403
<u>ST1301)</u>	\$	200 000	\$	(395)	\$	199,605
		200,000		(395)		199,605
						155,000
Totals:		200,000		(000)		
I OTAIS:	\$	200,000	\$	(000)	\$	
<i>Totals:</i> 2 Construction Contracts	\$	185,000	\$	(395)	\$	184,605
	\$	185,000 15,000	\$	(395)	\$	15,000
2 Construction Contracts	\$	185,000	\$	(395)	\$	
2 Construction Contracts 3 Arch/Eng/Landscaping	\$	185,000 15,000	\$	(395)	\$	15,000 <b>199,605</b> 179,962
2 Construction Contracts 3 Arch/Eng/Landscaping <i>Totals:</i> <u>Vater Fund</u> <u>J/Imp (ST1700)</u>		185,000 15,000 <b>200,000</b>		(395) 0 (395)		15,000 <b>199,605</b>
<ul> <li>2 Construction Contracts</li> <li>3 Arch/Eng/Landscaping</li> <li><i>Totals:</i></li> <li><u>Vater Fund</u></li> <li><u>Milmp (ST1700)</u></li> <li>O From Storm Water Fund</li> </ul>	\$	185,000 15,000 <b>200,000</b> 182,000	\$	(395) 0 (395) (2,038)	\$	15,000 <b>199,605</b> 179,962
<ul> <li>2 Construction Contracts</li> <li>3 Arch/Eng/Landscaping <i>Totals:</i></li> <li><u>Vater Fund</u></li> <li><u>Vilmp (ST1700)</u></li> <li>O From Storm Water Fund <i>Totals:</i></li> </ul>		185,000 15,000 <b>200,000</b> 182,000 <b>182,000</b>		(395) 0 (395) (2,038) (2,038)		15,000 <b>199,605</b> 179,962 <b>179,962</b>
<ul> <li>2 Construction Contracts</li> <li>3 Arch/Eng/Landscaping</li> <li><i>Totals:</i></li> <li><u>Vater Fund</u></li> <li><u>Milmp (ST1700)</u></li> <li>O From Storm Water Fund</li> </ul>	\$	185,000 15,000 <b>200,000</b> 182,000	\$	(395) 0 (395) (2,038)	\$	15,000 <b>199,605</b> 179,962
	<ul> <li>From Storm Water Fund</li> <li><i>Totals:</i></li> <li>Construction Contracts</li> <li>Arch/Eng/Landscaping</li> <li>Land</li> </ul>	<ul> <li>From Storm Water Fund</li> <li>Totals:</li> <li>Construction Contracts</li> <li>Arch/Eng/Landscaping</li> <li>Land</li> <li>Totals:</li> <li>Mater Fund</li> <li>ST1301)</li> </ul>	From Storm Water Fund       168,263         Totals:       168,263         2 Construction Contracts       118,263         3 Arch/Eng/Landscaping       0         Land       50,000         Totals:       168,263         /ater Fund       51301)         \$       \$	\$       \$	\$       \$       \$         168,263       (42,860)         168,263       (42,860)         168,263       (42,860)         168,263       (42,860)         168,263       (42,860)         168,263       (42,860)         18,263       (51,369)         0       9,018         100       50,000         168,263       (42,860)         118,263       (51,369)         0       9,018         50,000       (509)         168,263       (42,860)	\$       \$

	Totals:		463,355		75,400		538,755
Expenditures:		\$		\$		\$	
	Construction Contracts		415,265		0		415,265
	Arch/Eng/Landscaping		38,800		19,200		58,000
157-0000-622-9001	•		1,000		0		1,000
457-0000-622-9003			0		56,200		56,200
457-0000-622-9004			8,290		0		8,290
	Totals:	_	463,355		75,400		538,755
Fund 311: General							
General Projects (G	<u>iP1750)</u>	\$		\$		\$	
Revenues:		φ	016 077	φ	(50,000)	Ψ	866,977
311-0000-391-0100	From General Fund		916,977				866,977
	Totals:		916,977	-	(50,000)	-	000,977
Expenditures:		\$		\$		\$	
311-0000-601-9003	Improvements	-	916,977	_	(50,000)	_	866,977
	Totals:		916,977	_	(50,000)	_	866,977
		\$	1,078,687 3,649,223	\$	0 0	\$	1,078,687 3,649,223
	Premium From Bond Sale		308,178		0		308,178
	From General Fund		2,700,000		50,000		2,750,000
	Totals:		7,736,088		50,000		7,786,088
Expenditures:		\$		\$		\$	
	Construction Contracts	•	0	•	10,000		10,000
	Arch/Eng/Landscaping		361,000		0		361,000
311-0000-601-2020	_		0		20,000		20,000
	Water and Sewer Service		0		15,000		15,000
311-0000-601-2034			0		5,000		5,000
	Bond Sale Expense		136,088		0		136,088
311-0000-601-9002	•		2,700,000		127,493		2,827,493
	Purchases \$5,000 & Over		4,539,000		(127,493)		4,411,507
311-0000-001-9000	Totals:		7,736,088		50,000		7,786,088

311-0000-368-2101	Premium From Bond Sale		28,805		0		28,805 654,312
	Totals:		659,071	_	(4,759)	_	034,312
Famou d'Anna ar		\$		¢		\$	
Expenditures:	Arch/Eng/Landscoping	φ	14,463	φ	8,196	Ψ	22,659
	Arch/Eng/Landscaping Bond Sale Expense		8,571		0,100		8,571
311-0000-601-9003	•		636,037		(12,955)		623,082
311-0000-001-9003	Totals:		659,071		(4,759)		654,312
Fund 244. Comoral		-	000,071		(4,700)	-	001,012
Fund 311: General	The second						
	rovements (GP1714)	\$		\$		\$	
Revenues:	Series 2016 GO (Nov 4)	Ψ	186,653	Ψ	0	Ψ	186,653
	Series 2017A GO Bonds		00,000		4,759		4,759
	Premium From Bond Sale		15,471		0		15,471
311-0000-300-2101	Totals:		202,124		4,759		206,883
		-					
Expenditures:		\$		\$		\$	
	Construction Contracts		174,000		0		174,000
	Arch/Eng/Landscaping		26,000		4,759		30,759
	Bond Sale Expense		2,124		0		2,124
	Totals:		202,124		4,759		206,883
Fund 311: General	Project Fund						
Fund 311: General One Kingsport (GP							
		\$		\$		\$	
One Kingsport (GP Revenues:		\$	924,700	\$	(415,000)	\$	509,700
One Kingsport (GP Revenues:	1821)	\$	924,700 <b>924,700</b>	\$	(415,000) <b>(415,000)</b>	\$	509,700 <b>509,700</b>
<u>One Kingsport (GP</u> <u>Revenues:</u> 311-0000-391-0100	1821) From General Fund			\$		\$	
One Kingsport (GP Revenues: 311-0000-391-0100 Expenditures:	1821) From General Fund <i>Totals:</i>	\$ \$	924,700	\$	(415,000)	\$	509,700
One Kingsport (GP Revenues: 311-0000-391-0100 <u>Expenditures:</u> 311-0000-601-2020	1821) From General Fund <i>Totals:</i> Professional Consultant		<b>924,700</b> 50,000	\$	<b>(415,000)</b> 75,000	\$ \$	<b>509,700</b> 125,000
One Kingsport (GP Revenues: 311-0000-391-0100 Expenditures: 311-0000-601-2020 311-0000-601-2022	1821) From General Fund <i>Totals:</i> Professional Consultant Construction Contracts		<b>924,700</b> 50,000 200,000	\$	<b>(415,000)</b> 75,000 (100,000)	\$	<b>509,700</b> 125,000 100,000
One Kingsport (GP Revenues: 311-0000-391-0100 Expenditures: 311-0000-601-2020 311-0000-601-2022 311-0000-601-2023	1821) From General Fund <i>Totals:</i> Professional Consultant Construction Contracts Arch/Eng/Landscaping		<b>924,700</b> 50,000 200,000 100,000	\$	(415,000) 75,000 (100,000) (50,000)	\$	<b>509,700</b> 125,000 100,000 50,000
One Kingsport (GP Revenues: 311-0000-391-0100 Expenditures: 311-0000-601-2020 311-0000-601-2022	1821) From General Fund <i>Totals:</i> Professional Consultant Construction Contracts Arch/Eng/Landscaping Improvements		<b>924,700</b> 50,000 200,000 100,000 574,700	\$	(415,000) 75,000 (100,000) (50,000) (340,000)	\$	<b>509,700</b> 125,000 100,000 50,000 234,700
One Kingsport (GP Revenues: 311-0000-391-0100 Expenditures: 311-0000-601-2020 311-0000-601-2022 311-0000-601-2023	1821) From General Fund <i>Totals:</i> Professional Consultant Construction Contracts Arch/Eng/Landscaping		<b>924,700</b> 50,000 200,000 100,000	\$	(415,000) 75,000 (100,000) (50,000)	\$	<b>509,700</b> 125,000 100,000 50,000
One Kingsport (GP Revenues: 311-0000-391-0100 Expenditures: 311-0000-601-2020 311-0000-601-2022 311-0000-601-2023 311-0000-601-9003	1821) From General Fund <i>Totals:</i> Professional Consultant Construction Contracts Arch/Eng/Landscaping Improvements <i>Totals:</i>		<b>924,700</b> 50,000 200,000 100,000 574,700	\$	(415,000) 75,000 (100,000) (50,000) (340,000)	\$	<b>509,700</b> 125,000 100,000 50,000 234,700
One Kingsport (GP           Revenues:           311-0000-391-0100           Expenditures:           311-0000-601-2020           311-0000-601-2022           311-0000-601-2023           311-0000-601-2023           311-0000-601-9003           Fund 311: General	1821)From General FundTotals:Professional ConsultantConstruction ContractsArch/Eng/LandscapingImprovementsTotals:Project Fund		<b>924,700</b> 50,000 200,000 100,000 574,700	\$	(415,000) 75,000 (100,000) (50,000) (340,000)	\$	<b>509,700</b> 125,000 100,000 50,000 234,700
One Kingsport (GP           Revenues:           311-0000-391-0100           Expenditures:           311-0000-601-2020           311-0000-601-2022           311-0000-601-2023           311-0000-601-2023           311-0000-601-9003           Fund 311: General           River Bend (GP151)	1821)From General FundTotals:Professional ConsultantConstruction ContractsArch/Eng/LandscapingImprovementsTotals:Project Fund	\$	<b>924,700</b> 50,000 200,000 100,000 574,700		(415,000) 75,000 (100,000) (50,000) (340,000)	\$	<b>509,700</b> 125,000 100,000 50,000 234,700
One Kingsport (GP           Revenues:           311-0000-391-0100           Expenditures:           311-0000-601-2020           311-0000-601-2022           311-0000-601-2023           311-0000-601-2023           311-0000-601-9003           Fund 311: General           River Bend (GP151           Revenues:	1821) From General Fund Totals: Professional Consultant Construction Contracts Arch/Eng/Landscaping Improvements Totals: Project Fund		<b>924,700</b> 50,000 200,000 100,000 574,700	\$	(415,000) 75,000 (100,000) (50,000) (340,000) (415,000)	\$	<b>509,700</b> 125,000 100,000 50,000 234,700 <b>509,700</b>
One Kingsport (GP           Revenues:           311-0000-391-0100           Expenditures:           311-0000-601-2020           311-0000-601-2022           311-0000-601-2023           311-0000-601-9003           Fund 311: General           River Bend (GP151           Revenues:           311-0000-334-5010	1821) From General Fund Totals: Professional Consultant Construction Contracts Arch/Eng/Landscaping Improvements Totals: Project Fund (2) Other Agencies/KHRA	\$	<b>924,700</b> 50,000 200,000 100,000 574,700 <b>924,700</b>		(415,000) 75,000 (100,000) (50,000) (340,000) (415,000) 6666,000	\$ \$ \$	<b>509,700</b> 125,000 100,000 50,000 234,700 <b>509,700</b> 6666,000
One Kingsport (GP           Revenues:           311-0000-391-0100           Expenditures:           311-0000-601-2020           311-0000-601-2022           311-0000-601-2023           311-0000-601-2023           311-0000-601-9003           Fund 311: General           River Bend (GP151           Revenues:           311-0000-334-5010           311-0000-368-1047	1821)         From General Fund         Totals:         Professional Consultant         Construction Contracts         Arch/Eng/Landscaping         Improvements         Totals:         Project Fund         2)         Other Agencies/KHRA         Series 2014A Go Bonds	\$	<b>924,700</b> 50,000 200,000 100,000 574,700 <b>924,700</b> 0 1,099,802		(415,000) 75,000 (100,000) (50,000) (340,000) (415,000) (415,000)	\$ \$ \$	<b>509,700</b> 125,000 100,000 234,700 <b>509,700</b> 6666,000 1,099,802
One Kingsport (GP           Revenues:           311-0000-391-0100           Expenditures:           311-0000-601-2020           311-0000-601-2022           311-0000-601-2023           311-0000-601-2023           311-0000-601-9003           Fund 311: General           River Bend (GP151           Revenues:           311-0000-334-5010           311-0000-368-1047           311-0000-368-2101	1821)         From General Fund         Totals:         Professional Consultant         Construction Contracts         Arch/Eng/Landscaping         Improvements         Totals:         Other Agencies/KHRA         Series 2014A Go Bonds         Premium From Bond Sales	\$	<b>924,700</b> 50,000 200,000 100,000 574,700 <b>924,700</b> 0 1,099,802 115,166		(415,000) 75,000 (100,000) (50,000) (340,000) (415,000) 6666,000 0 0	\$ \$	<b>509,700</b> 125,000 100,000 50,000 234,700 <b>509,700</b> 6666,000 1,099,802 115,166
One Kingsport (GP           Revenues:           311-0000-391-0100           Expenditures:           311-0000-601-2020           311-0000-601-2022           311-0000-601-2023           311-0000-601-2023           311-0000-601-9003           Fund 311: General           River Bend (GP151           Revenues:           311-0000-334-5010           311-0000-368-1047           311-0000-368-2101	1821)         From General Fund         Totals:         Professional Consultant         Construction Contracts         Arch/Eng/Landscaping         Improvements         Totals:         Project Fund         2)         Other Agencies/KHRA         Series 2014A Go Bonds	\$	<b>924,700</b> 50,000 200,000 100,000 574,700 <b>924,700</b> 0 1,099,802		(415,000) 75,000 (100,000) (50,000) (340,000) (415,000) (415,000)	\$ \$ \$	<b>509,700</b> 125,000 100,000 234,700 <b>509,700</b> 6666,000 1,099,802

Expenditures:         \$         \$         \$           311-0000-601-2023 Arch/Eng/Landscaping         0         150,000         150,000           311-0000-601-4041 Bond Sale Expense         14,968         0         14,968           311-0000-601-9001 Land $6,827$ 0 $6,827$ 311-0000-601-9003 Improvements         1,193,173 $666,000$ $1,859,173$ Totals:         1,214,968 $816,000$ $2,030,968$ Fund 311: General Project Fund $0$ $140,000$ $140,000$ Revenues:         3 $1,214,968$ $816,000$ $2,030,968$ Sill-0000-391-0100 From General Fund         0 $140,000$ $140,000$ $140,000$ Sill-0000-601-2023 Arch/Eng/Landscaping         0 $15,000$ $125,000$ $125,000$ 311-0000-601-9003 Improvements         0 $125,000$ $125,000$ $125,000$ Sill-0000-601-2023 Arch/Eng/Landscaping         0 $15,000$ $125,000$ $125,000$ Sill-0000-391-0100 From General Fund         0 $125,000$ $125,000$ $125,000$ Fund 311: General Project Fund         0 $125,$
311-0000-601-4041       Bond Sale Expense       14,968       0       14,968         311-0000-601-9003       Improvements       1,193,173       666,000       1,859,173         Totals:       1,214,968       816,000       2,030,968         Fund 311: General Project Fund       Riverfront Landing (GP1923)       \$       \$       \$         Revenues:       311-0000-391-0100       From General Fund       0       140,000       140,000         311-0000-601-2023       Arch/Eng/Landscaping       0       15,000       15,000         311-0000-601-2023       Arch/Eng/Landscaping       0       140,000       140,000         Sill-0000-601-2023       Arch/Eng/Landscaping       0       15,000       125,000         311-0000-601-2023       Arch/Eng/Landscaping       0       140,000       140,000         Sill-0000-601-2023       Arch/Eng/Landscaping       0       125,000       125,000         Sill-0000-601-2023       From General Fund       0       125,000       125,000         Revenues:       311-0000-391-0100       From General Fund       0       125,000       125,000         Sill-0000-391-0100       From General Fund       0       125,000       125,000       125,000         Expenditures:
311-0000-601-9001 Land $6,827$ 0 $6,827$ 311-0000-601-9003 Improvements $1,193,173$ $666,000$ $1,859,173$ Totals: $1,214,968$ $816,000$ $2,030,968$ Fund 311: General Project Fund $0$ $140,000$ $140,000$ Revenues: $311-0000-391-0100$ From General Fund $0$ $140,000$ Totals: $0$ $140,000$ $140,000$ S $$$ $$$ $$$ 311-0000-601-2023 Arch/Eng/Landscaping $0$ $15,000$ $125,000$ 311-0000-601-2023 Arch/Eng/Landscaping $0$ $140,000$ $140,000$ S $$$ $$$ $$$ $$$ Mingsport Parks & River Masterplan (GP1924) $0$ $125,000$ $125,000$ Fund 311: General Project Fund $0$ $125,000$ $125,000$ $125,000$ S $$$ $$$ $$$ $$$ $$$ $$$ 311-0000-391-0100       From General Fund $0$ $125,000$ $125,000$ $125,000$ S $$$ $$$ $$$ $$$ $$$
Totals:         1,214,968         816,000         2,030,968           Fund 311: General Project Fund Riverfront Landing (GP1923) Revenues:         \$
Totals:1,214,968816,0002,030,968Fund 311: General Project Fund Riverfront Landing (GP1923) Revenues: 311-0000-391-0100\$\$\$311-0000-391-0100From General Fund Totals:0140,000140,0000140,000140,000140,000140,000Expenditures: 311-0000-601-2023Arch/Eng/Landscaping 0015,00015,000311-0000-601-2023Arch/Eng/Landscaping 
Riverfront Landing (GP1923)Revenues:\$\$\$311-0000-391-0100From General Fund Totals:0 $140,000$ 0140,000140,000140,000140,000140,000140,000140,000-601-2023Arch/Eng/Landscaping 0015,000311-0000-601-2023Arch/Eng/Landscaping 0015,000311-0000-601-9003Improvements Totals:0140,00011-0000-601-9003Improvements Totals:0140,00011-0000-601-9003From General Fund Totals:0125,00011-0000-391-0100From General Fund Totals:0125,00011-0000-601-2020Professional Consultant Totals:0125,000<
Revenues:         \$
311-0000-391-0100       From General Fund       0 $140,000$ $140,000$ <i>Totals:</i> 0 $140,000$ $140,000$ Expenditures:       311-0000-601-2023       Arch/Eng/Landscaping       0 $15,000$ $15,000$ 311-0000-601-2023       Arch/Eng/Landscaping       0 $15,000$ $15,000$ $125,000$ 311-0000-601-9003       Improvements       0 $125,000$ $125,000$ $125,000$ <i>Totals:</i> 0 $140,000$ $140,000$ $140,000$ Fund 311:       General Project Fund       0 $125,000$ $125,000$ <i>Kingsport Parks &amp; River Masterplan (GP1924)</i> \$       \$       \$         Revenues:       311-0000-391-0100       From General Fund       0 $125,000$ $125,000$ 311-0000-601-2020       Professional Consultant       0 $125,000$ $125,000$ $125,000$ S       \$       \$       \$       \$       \$       \$         311-0000-601-2020       Professional Consultant       0 $125,000$ $125,000$ $125,000$ 0 $125,000$ $125,000$ $125,000$ $125,000$ $125,00$
Totals:       0       140,000       140,000         Expenditures:       \$       \$       \$         311-0000-601-2023 Arch/Eng/Landscaping       0       15,000       15,000         311-0000-601-9003 Improvements       0       125,000       125,000         0       140,000       140,000       140,000         State       \$       \$       \$         0       125,000       125,000       125,000         0       140,000       140,000       140,000         Fund 311: General Project Fund       0       140,000       140,000         Kingsport Parks & River Masterplan (GP1924)       \$       \$       \$         Revenues:       311-0000-391-0100 From General Fund       0       125,000       125,000         311-0000-391-0100 From General Fund       0       125,000       125,000       125,000         Expenditures:       \$       \$       \$       \$       \$         311-0000-601-2020 Professional Consultant       0       125,000       125,000       125,000         0       125,000       125,000       125,000       125,000       125,000
Expenditures:       \$       \$       \$         311-0000-601-2023 Arch/Eng/Landscaping       0       15,000       15,000         311-0000-601-9003 Improvements       0       125,000       125,000         Totals:       0       140,000       140,000         Fund 311: General Project Fund       0       140,000       140,000         Kingsport Parks & River Masterplan (GP1924)       \$       \$       \$         Revenues:       311-0000-391-0100 From General Fund       0       125,000       125,000         311-0000-391-0100 From General Fund       0       125,000       125,000       125,000         Expenditures:       311-0000-601-2020 Professional Consultant       0       125,000       125,000         311-0000-601-2020 Professional Consultant       0       125,000       125,000       125,000         0       125,000       125,000       125,000       125,000       125,000
311-0000-601-2023 Arch/Eng/Landscaping       0       15,000       15,000         311-0000-601-9003 Improvements       0       125,000       125,000         Totals:       0       140,000       140,000         Fund 311: General Project Fund         Kingsport Parks & River Masterplan (GP1924)         Revenues:       311-0000-391-0100       From General Fund         311-0000-391-0100       From General Fund       0       125,000         Totals:       0       125,000       125,000         Expenditures:       \$       \$       \$         311-0000-601-2020       Professional Consultant       0       125,000       125,000         Totals:       0       125,000       125,000       125,000
311-0000-601-2023 Arch/Eng/Landscaping       0       15,000       15,000         311-0000-601-9003 Improvements       0       125,000       125,000         Totals:       0       140,000       140,000         Fund 311: General Project Fund         Kingsport Parks & River Masterplan (GP1924)         Revenues:       311-0000-391-0100       From General Fund         311-0000-391-0100       From General Fund       0       125,000         Totals:       0       125,000       125,000         Expenditures:       \$       \$       \$         311-0000-601-2020       Professional Consultant       0       125,000       125,000         Totals:       0       125,000       125,000       125,000
311-0000-601-9003       Improvements       0       125,000       125,000         Totals:       0       140,000       140,000         Fund 311: General Project Fund       0       140,000       140,000         Kingsport Parks & River Masterplan (GP1924)       \$       \$       \$         Revenues:       311-0000-391-0100       From General Fund       0       125,000       125,000         311-0000-391-0100       From General Fund       0       125,000       125,000         Totals:       0       125,000       125,000         Expenditures:       \$       \$       \$         311-0000-601-2020       Professional Consultant       0       125,000       125,000         0       125,000       125,000       125,000       125,000
Totals:       0       140,000       140,000         Fund 311: General Project Fund Kingsport Parks & River Masterplan (GP1924)       \$       \$       \$         Revenues: 311-0000-391-0100       From General Fund Totals:       \$       \$       \$       \$         Satterplan (GP1924)       \$       <
Fund 311: General Project Fund         Kingsport Parks & River Masterplan (GP1924)         Revenues:       \$       \$         311-0000-391-0100 From General Fund       0       125,000       125,000         Totals:       0       125,000       125,000         Expenditures:       \$       \$       \$         311-0000-601-2020 Professional Consultant       0       125,000       125,000         Totals:       0       125,000       125,000         0       125,000       125,000       125,000
Kingsport Parks & River Masterplan (GP1924)         Revenues:       \$       \$       \$         311-0000-391-0100       From General Fund       0       125,000       125,000         Totals:       0       125,000       125,000         Expenditures:       \$       \$       \$         311-0000-601-2020       Professional Consultant       0       125,000       125,000         Totals:       0       125,000       125,000
311-0000-391-0100       From General Fund       0       125,000       125,000         Totals:       0       125,000       125,000         Expenditures:       311-0000-601-2020       Professional Consultant       0       125,000       125,000         Totals:       0       125,000       125,000       125,000         0       125,000       125,000       125,000
Totals:       0       125,000       125,000         Expenditures:       \$       \$       \$         311-0000-601-2020       Professional Consultant       0       125,000       125,000         Totals:       0       125,000       125,000
Expenditures:         \$         \$         \$           311-0000-601-2020         Professional Consultant         0         125,000         125,000           Totals:         0         125,000         125,000
Image: Construction of the second s
311-0000-601-2020       Professional Consultant       0       125,000       125,000         Totals:       0       125,000       125,000
Fund 135: Visitors Enhancement Fund Revenues: \$ \$ \$
Revenues: \$ \$ \$ 135-0000-316-2000 Visitors Enhancement Fund 415,000 12,500 427,500
135-0000-392-0100 Fund Balance Appropriation 1,824 114,141 115,965
Totals:         416,824         126,641         543,465
Expenditures: \$ \$ \$
135-1015-405-80515 KCVB 52,154 12,500 64,654
135-1015-405-9003 Improvements 37,487 114,141 151,628
Totals: 89,641 126,641 216,282

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



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

#### Amend Zoning of 2400 and 2404 North John B Dennis Highway

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

Action Form No.:AF-25-2019Work Session:February 5, 2019First Reading:February 5, 2019

Final Adoption:February 19, 2019Staff Work By:Ken WeemsPresentation By:Ken Weems

#### **Recommendation:**

- Hold public hearing.
- Approve ordinance amending the zoning ordinance to rezone the parcels 11.25, 11.26, and 11.30, containing both 2400 and 2404 North John B Dennis Highway, from P-1, Professional Offices District to B-4P, Planned Business District.

#### **Executive Summary:**

This is an owner-requested rezoning of approximately 2.8 acres located at 2400 and 2404 North John B Dennis Highway from P-1 to B-4P. The purpose of the rezoning is to accommodate future commercial use for 2400 N. John B Dennis Hwy. There are no tenant changes proposed for the existing office use of 2404 N. John B Dennis Hwy. No public comment has been received about this item. During their January 2019 regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation in support of the rezoning to the Board of Mayor and Aldermen. The notice of public hearing was published on January 20, 2019.

#### Attachments:

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

	Y	N	0
Adler	-	-	
Begley		_	
Cooper		_	_
George			
McIntire			
Olterman	_	-	
Clark	_	_	



#### AGENDA ACTION FORM

#### Amend Zoning of 2400 and 2404 North John B Dennis Highway

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

Action Form No.:AF-25-2019Work Session:February 5, 2019First Reading:February 5, 2019

Final Adoption:February 19, 2019Staff Work By:Ken WeemsPresentation By:Ken Weems

#### Recommendation:

- Hold public hearing.
- Approve ordinance amending the zoning ordinance to rezone the parcels 11.25, 11.26, and 11.30, containing both 2400 and 2404 North John B Dennis Highway, from P-1, Professional Offices District to B-4P, Planned Business District.

#### Executive Summary:

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#### Attachments:

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

	Y	N	0
Adler		_	_
Begley		_	_
Cooper	_	-	_
George	_	_	_
McIntire		—	-
Olterman		-	_
Clark		_	-

#### NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN to all citizens of the City of Kingsport, Tennessee, to all persons interested, and the public at large that the City of Kingsport Board of Mayor and Aldermen will conduct a Public Hearing during its regular business meeting on February 5, 2019 to consider the rezoning of 2400 and 2404 N John B Dennis Highway from P-1 District to B-4P District. The regular business meeting will begin at 7:00 p.m. in the large courtroom located on the second floor of City Hall, at 225 W. Center Street, Kingsport, Tennessee.

The property proposed for rezoning is generally described as follows:

BEGINNING at a point, said point being the northern corner of parcel 11.26, Tax Map 47H; thence in a southeasterly direction, crossing into the right-of-way of North John B Dennis Highway, approximately 522 feet to a point, said point lying inside the right-of-way of North John B Dennis Highway; thence in a southwesterly direction, traveling through the right-of-way of North John B Dennis Highway, approximately 290 feet to a point, said point lying inside the right-of-way of North John B Dennis Highway, approximately 290 feet to a point, said point lying inside the right-of-way of North John B Dennis Highway; thence in a northwesterly direction, crossing out of the right-of-way of North John B Dennis Highway, approximately 345 feet to a point, said point being the western corner of parcel 11.30; thence in a northeasterly direction, approximately 330 feet to the point of BEGINNING, and being all of parcels 11.25, 11.26, and 11.30 as well as a portion of North John B Dennis Highway right-of-way, approximately 290 feet in length as shown on the May 2018 Sullivan County Tax Maps.

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

CITY OF KINGSPORT Angie Marshall, Deputy City Clerk PIT: 1/20/19

#### ORDINANCE NO.\_

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG NORTH JOHN B DENNIS HIGHWAY FROM P-1, PROFESSIONAL OFFICES DISTRICT TO B-4P, PLANNED BUSINESS DISTRICT IN THE 11<sup>TH</sup> CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

PRE-FILEI

FCORD

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

SECTION I. That the zoning code, text, and map, be and the same is hereby further amended to rezone property located along North John B Dennis Highway from P-1, Professional Offices District to B-4P, Planned Business District in the 11<sup>th</sup> Civil District of Sullivan County; said area to be rezoned being further and more particularly described as follows:

BEGINNING at a point, said point being the northern corner of parcel 11.26, Tax Map 47H; thence in a southeasterly direction, crossing into the right-of-way of North John B Dennis Highway, approximately 522 feet to a point, said point lying inside the right-of-way of North John B Dennis Highway; thence in a southwesterly direction, traveling through the right-of-way of North John B Dennis Highway, approximately 290 feet to a point, said point lying inside the right-of-way of North John B Dennis Highway of North John B Dennis Highway; thence in a northwesterly direction, crossing out of the right-of-way of North John B Dennis Highway; thence in a northwesterly direction, crossing out of the right-of-way of North John B Dennis Highway, approximately 345 feet to a point, said point being the western corner of parcel 11.30; thence in a northeasterly direction, approximately 330 feet to the point of BEGINNING, and being all of parcels 11.25, 11.26, and 11.30 as well as a portion of North John B Dennis Highway right-of-way, approximately 290 feet in length as shown on the May 2018 Sullivan County Tax Maps.

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

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

JOHN CLARK, Mayor

ATTEST:

JAMES H. DEMMING, City Recorder

APPROVED AS TO FORM:

#### J. MICHAEL BILLINGSLEY, City Attorney

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

#### 2400 and 2404 N John B Dennis Rezoning

Property Information			
Address	2400 and 2404 N John B I	Dennis Highway	
Tax Map, Group, Parcel	Map 47, A, 011.25, 011.26	5, 011.30	
Civil District	11		
Overlay District	n/a		
Land Use Designation	Retail/Commercial		
Acres	2.8 +/-		
Existing Use	Office and vacant building	Existing Zoning	P-1
Proposed Use	2404 will remain office use while future commercial use is sought for 2400	Proposed Zoning	B-4P
Owner /Applicant Inform	nation		
Name: John Kelly Address: 4104 Sullivan G City: Kingsport State: TN Phone: (423) 416-0959	ardens Drive Zip Code: 37660	District) to B-4P (Plann	P-1 (Professional Offices ned Business District) to commercial use for 2400 N. John
Planning Department Re	commendation Division recommends sending a F	POSITIVE recommendat	ion to the Kingsport Board of
Mayor and Aldermen for The proposed B-		e rezoning site suitable	
Staff Field Notes and Ge	neral Comments:		
There are no ne	w structures planned for the site.		
	Dennis received approval from the fice use (prosthetics)	Board of Zoning Appea	ls during their May 2016 meeting
for a medical of On-premises alc private school lo alcoholic bevero 12, whether put boundary. The o	fice use (prosthetics) oholic beverage sales will not be ocated in the church across N John age sales, appropriately zoned site plic or private. The 300 foot meas listance from the rezoning site to	permitted in the rezonir n B Dennis from the site. es must be further than surement is taken from p the existing private sche	ng area due to the location of a In order to conduct on-premises 300 feet from any school, from K- parcel boundary to parcel pool is approximately 195 feet.
for a medical of On-premises alc private school lo alcoholic bevero 12, whether put boundary. The o To date, no calls	fice use (prosthetics) wholic beverage sales will not be bocated in the church across N John age sales, appropriately zoned site blic or private. The 300 foot meas listance from the rezoning site to s or comments have been receive	permitted in the rezonir n B Dennis from the site. es must be further than surement is taken from p the existing private sch d about the rezoning pro	ng area due to the location of a In order to conduct on-premises 300 feet from any school, from K- parcel boundary to parcel pool is approximately 195 feet.
for a medical of On-premises alc private school lo alcoholic bevero 12, whether put boundary. The o To date, no calls Planner: Ke	fice use (prosthetics) wholic beverage sales will not be boated in the church across N John age sales, appropriately zoned site blic or private. The 300 foot meas listance from the rezoning site to s or comments have been received on Weems	permitted in the rezonir n B Dennis from the site. es must be further than surement is taken from p the existing private sch d about the rezoning pro Date:	ng area due to the location of a In order to conduct on-premises 300 feet from any school, from K- parcel boundary to parcel pool is approximately 195 feet.
for a medical of On-premises alc private school lo alcoholic bevero 12, whether put boundary. The o To date, no calls	fice use (prosthetics) wholic beverage sales will not be boated in the church across N John age sales, appropriately zoned site blic or private. The 300 foot meas listance from the rezoning site to s or comments have been received on Weems	permitted in the rezonir n B Dennis from the site. es must be further than surement is taken from p the existing private sch d about the rezoning pro	ng area due to the location of a In order to conduct on-premises 300 feet from any school, from K- parcel boundary to parcel pool is approximately 195 feet. pposal. January 3, 2019

Prepared by Kingsport Planning Department for the Kingsport Regional Planning Commission Meeting on January 17, 2019

#### **Kingsport Regional Planning Commission**

**Rezoning Report** 

File Number 18-101-00011

Deferred:	Reason for Deferral:	

2400 and 2404 N John B Dennis Highway		
11		
CT n/a		
G P-1 (Professional Offices District)		
ING B-4P (Planned Business District)		
8 +/-		
rofessional office use and vacant building		
<b>POSED USE</b> professional office use at 2404 N John B Dennis will remain the same.		
ne owner of 2400 N John B Dennis is seeking future commercial use for		
the property.		

#### INTENT

To rezone from P-1 (Professional Offices District) to B-4P (Planned Business District) to accommodate future commercial use for 2400 N. John B Dennis.
# **Kingsport Regional Planning Commission**

**Rezoning Report** 

File Number 18-101-00011

# Vicinity Map

# ArcGIS Web Map



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# Surrounding Zoning Map

# ArcGIS Web Map



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Web AppBuilder for ArcGIS

**Kingsport Regional Planning Commission** 

#### **Rezoning Report**

#### File Number 18-101-00011

#### Future Land Use Plan 2030 Designation: Retail/Commercial

# ArcGIS Web Map



Addresses
 Single Family
 Fetail/Commercial
 Sullivan Co Parcel Data
 Multi-Family
 Public
 roure Land Use
 Industrial
 Utilities

Web App Builder for ArcGIS

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**Kingsport Regional Planning Commission** 

**Rezoning Report** 

File Number 18-101-00011

Aerial

# ArcGIS Web Map



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# North View (medical office and nursing home)

East View (churches across N John B Dennis Hwy)



Prepared by Kingsport Planning Department for the Kingsport Regional Planning Commission Meeting on January 17, 2019

# **Kingsport Regional Planning Commission**

# **Rezoning Report**



West View (forested lot behind the rezoning site buildings)



Prepared by Kingsport Planning Department for the Kingsport Regional Planning Commission Meeting on January 17, 2019



# **Existing Zoning/ Land Use Table**

Location	Parcel / Zoning Petition	Zoning / Use	History Zoning Action Variance Action
North	1	Zone: City B-4P Use: vacant parcel	n/a
Northwest	2	Zone: City B-4P Use: medical office	n/a
East	3	Zone: City R-1B Use: church	n/a
Southeast	4	Zone: City R-1B Use: church	n/a
Southeast and South	5	Zone: City P-1 Use: medical business office	n/a
Further South	6	Zone: City P-1 Use: vacant parcel	n/a
West	7	Zone: County B-4 Use: large vacant lot (approx. 25 ac)	n/a

Prepared by Kingsport Planning Department for the Kingsport Regional Planning Commission Meeting on January 17, 2019

# **Existing Uses Location Map**

# ArcGIS Web Map



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# Existing Conditions Zoning Development Plan (no changes proposed)

# **Standards of Review**

Planning Staff shall, with respect to each zoning application, investigate and make a recommendation with respect to factors 1 through 9, below, as well as any other factors it may find relevant.

1. Whether or not the proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property? The proposal will permit uses that are suitable for this area, constituting an extension of the existing B-4P zone from the north side of the rezoning area.

#### **Kingsport Regional Planning Commission**

#### **Rezoning Report**

- 2. Whether or not the proposal will adversely affect the existing use or usability of adjacent or nearby property? The adjacent and nearby property will not be adversely affected by the proposal. This is primarily due to the surrounding topography of the site and the barrier of N John B Dennis Highway, which buffer the rezoning site from existing adjacent uses.
- 3. Whether the property to be affected by the proposal has a reasonable economic use as currently zoned? The property to be affected by the proposal has a reasonable economic use as currently zoned. The same reasonable economic use is acknowledged for the proposed B-4P zone as well.
- 4. Whether the proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools? The proposal of will not cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools.
- 5. Whether the proposal is in conformity with the policies and intent of the land use plan? The land use plan addresses the rezoning site as appropriate for retail/commercial use

Proposed use: future commercial

The Future Land Use Plan Map recommends retail/commercial.

- 6. Whether there are other existing or changed conditions affecting the use and development of the property which gives supporting grounds for either approval or disapproval of the proposal? The existing conditions of the property present supporting grounds for the zoning change due to the controlled access and relatively secluded nature of the rezoning site.
- 7. Whether the zoning proposal will permit a use which can be considered environmentally adverse to the natural resources, environment and citizens of the City of Kingsport? There are no adverse uses proposed.
- 8. Whether the change will create an isolated district unrelated to similar districts: The proposal will not create an isolated district. The existing B-4P zone to the north of the rezoning site is being extended south.
- 9. Whether the present district boundaries are illogically drawn in relation to existing conditions? The present district boundaries are logically drawn in relation to the existing conditions. The B-4P zoning proposal is an expansion of the existing/abutting B-4P zone and consistent with the retail/commercial future land use plan designation.

#### CONCLUSION

Staff recommends sending a POSITIVE recommendation to rezone from P-1 to B-4P. The rationale for this recommendation is based upon conformance with the future land use plan as an area appropriate for retail/commercial land use.



# AGENDA ACTION FORM

# Amend the Code of Ordinances for the 2018 International Building, Fire and Related Codes, Property Maintenance Codes, & 2017 National Electric Code

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

Action Form No.: AF-31-2019 February 5, 2019 Work Session: February 5, 2019 First Reading:

Final Adoption: Staff Work By: Presentation By: Lynn Tully

February 19, 2019 Keith Bruner

#### **Recommendation:**

Approve the Ordinance.

#### **Executive Summary:**

With the release of the 2018 codes the City became non-compliant with TCA 68-120-101 which requires all exempt jurisdictions to be within 7 years of the latest published edition of the code. We were notified by the State Fire Marshal's office and therefore moved forward with our updated code adoption in Sept. 2018. Kingsport & Sullivan County were the first jurisdictions in this area to adopt the 2018 energy codes. All other jurisdictions began moving toward adoption as well, and the state had planned to have the adoptions complete by Jan. 1, 2019. Hearing concerns from the homebuilders as to increased cost from required insulation requirements of the 2018 Energy Code, the other jurisdictions as well as the state have slowed their adoption process to look at alternatives and the best path forward. We have requested and have been approved by the State Fire Marshal's office to amend our Energy Codes to exclude the 2018 tables and insert the 2009 tables until such time as the State office adopts a more stringent code. This will return the insulation requirements to previous values. We feel this is the path we should take to ensure our home sales & homebuilders can remain competitive with other nearby jurisdictions.

The amendment to the International Property Maintenance Code simply brings the definition of a swimming pool in line with the TCA definition. The state code defines swimming pools for the purposes of requiring an enclosure (fencing or lockable cover) as having a depth of 36" or more versus the property maintenance code which defines the depth at 24". The change simply allows for consistency in enforcement.

These changes should complete the code requirements adopted as necessary for compliance with the current state regulations.

#### Attachments:

1. Ordinance -tion

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Adler		_	_
Begley	_	_	
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# AGENDA ACTION FORM

# Amend the Code of Ordinances for the 2018 International Building, Fire and Related Codes, Property Maintenance Codes, & 2017 National Electric Code

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

Action Form No.: AF-31-2019 Work Session: February 5, 2019 First Reading: February 5, 2019 Final Adoption:February 19, 2019Staff Work By:Keith BrunerPresentation By:Lynn Tully

#### Recommendation:

Approve the Ordinance.

#### Executive Summary:

With the release of the 2018 codes the City became non-compliant with TCA 68-120-101 which requires all exempt jurisdictions to be within 7 years of the latest published edition of the code. We were notified by the State Fire Marshal's office and therefore moved forward with our updated code adoption in Sept. 2018. Kingsport & Sullivan County were the first jurisdictions in this area to adopt the 2018 energy codes. All other jurisdictions began moving toward adoption as well, and the state had planned to have the adoptions complete by Jan. 1, 2019. Hearing concerns from the homebuilders as to increased cost from required insulation requirements of the 2018 Energy Code, the other jurisdictions as well as the state have slowed their adoption process to look at alternatives and the best path forward. We have requested and have been approved by the State Fire Marshal's office to amend our Energy Codes to exclude the 2018 tables and insert the 2009 tables until such time as the State office adopts a more stringent code. This will return the insulation requirements to previous values. We feel this is the path we should take to ensure our home sales & homebuilders can remain competitive with other nearby jurisdictions.

The amendment to the International Property Maintenance Code simply brings the definition of a swimming pool in line with the TCA definition. The state code defines swimming pools for the purposes of requiring an enclosure (fencing or lockable cover) as having a depth of 36" or more versus the property maintenance code which defines the depth at 24". The change simply allows for consistency in enforcement.

These changes should complete the code requirements adopted as necessary for compliance with the current state regulations.

#### Attachments:

1. Ordinance

2. Supplemental Information

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Begley	<u></u>	
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#### ORDINANCE NO

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, SECTIONS 22-96, 22-121,22-391, 22-411, 22-522 and 42-46 RELATING TO ADOPTION BY REFERENCE OF VARIOUS INTERNATIONAL CODES PERTAINING TO PROPERTY; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

PRE-FILED

CITY RECORDER

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

SECTION I. That Section 22-96 of the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended to read as follows:

Sec. 22-96. Code adopted by reference.

(a) *Building Code*. The provisions of the International Building Code, 2018 edition, including appendices B, C, J, and K, published by the International Code Council, are hereby adopted by reference as though copied verbatim in this subsection. One copy of said code and revisions thereto was on file in the office of the city recorder for a period of 15 days prior to adoption, and the one copy of said code and revisions thereto shall remain on file in the office of the city recorder for and examination. The International Building Code, 2018 edition is hereby amended as follows:

Section 104 is amending by adding a new section to read "104.10.2 All references to flood prone areas contained within this code shall comply with Kingsport's duly adopted Flood Insurance Program requirements as shown on the current Flood Insurance Rate Maps (FIRM) or the Flood Boundary and Floodway Maps (FBFM) provided by the National Flood Insurance Program. Any conflicts between the requirements contained herein and those contained in the Flood Insurance Program, the duly adopted Flood Insurance Program shall apply."

Section 105.2 pertaining to work exempt from permit is amended by deleting the phrase "Fences not over 7 feet (2133 mm) high" and in lieu thereof substituting the phrase "Fences not over 8 feet high."

Section 202 pertaining to definitions is pursuant to TCA § 68-120-101(a)(8)(C)(i)(a) amended by deleting the definition of TOWNHOUSE in its entirety and in lieu thereof substituting the phrase "A single-family dwelling unit constructed in a group of three or more attached units in which each unit is separated by a 2 hour fire wall extending from foundation to roof and with a yard or public way on not less than two sides being exempt from sprinkler requirements of Section R313.1 and Section P2904 of the IRC, however, if a sprinkler system is installed it shall meet the requirements of these sections."

Section 3301.1 pertaining to the scope is amended by adding the following language at the end of the section "The provisions of this chapter shall not apply when in conflict with the Tennessee Occupational Safety and Health Act (TOSHA) or other applicable local, State or Federal requirements affecting safeguards during construction."

Section 3001 is amended by adding a new section to read "3001.1.1 Permitting and inspections. Any elevator regulated by the State of Tennessee must be inspected and comply with all applicable State regulations. Any conflict between this code and State Law, State Law shall prevail."

(b) *Existing Buildings Code*. The provisions of the International Existing Buildings Code, 2018 edition, published by the International Code Council, are adopted by reference as though copied verbatim in this subsection. One copy of said code and revisions thereto was on file in the office of the city recorder for a period of 15 days prior to adoption, and that one copy of said code and revisions thereto shall remain on file in the office of the city recorder for a period. The International Existing Buildings Code, 2018 edition is hereby amended as follows:

(1) Sections 112.1 through 112.3 pertaining to appeals is hereby deleted in its entirety and in lieu thereof substituting the following:

"Section 112.1 General. In order to hear and decide appeals of orders, decisions, or determinations made by the code official relative to the application and interpretation of this code shall be an issue by creating a board of appeals. The board of appeals as referenced in the International Building Code, 2018 edition shall serve as the board of appeals for the International Existing Buildings Code, 2018 edition.

Section 112.2 Limitations on authority. An application for appeal shall be based on a claim that the true intent of this code or the rule legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or an equally good or better form of construction is proposed. The board shall have no authority to waive the requirements of this code.

Sections 112.3 Court review. Any aggrieved party may appeal the decision of the board of appeals to the appropriate court by filing a petition for writ of common law certiorari in the manner and time required by T.C.A. section 27-8-101."

(c) *Property Maintenance Code*. The provisions of the International Property Maintenance Code, 2018 edition, published by the International Code Council, are adopted by reference as though copied verbatim in this subsection. One copy of said code and revisions thereto was on file in the office of the city recorder for a period of 15 days prior to adoption, and that one copy of said code and revisions thereto shall remain on file in the office of the city recorder for a period of 15 days prior to adoption, and that one copy of said code and revisions thereto shall remain on file in the office of the city recorder for public use, inspection and examination. The International Property Maintenance Code, 2018 edition is hereby amended as follows:

(1) Section 101.1 pertaining to title is amended by deleting the phrase "[name of jurisdiction]" and in lieu thereof substituting the phrase "the City of Kingsport, Tennessee."

(2) Section 103.1 pertaining to general is amended by deleting the phrase "department of property maintenance" and all such references in the code and in lieu thereof substituting the phrase "building department, sometimes referenced as the building and codes division."

(3) Section 103.5 pertaining to fees is amended by deleting the text in its entirety and in lieu thereof substituting the following: Fees for activities and services performed by the department in carrying out its responsibilities under this code shall be set by the board of mayor and aldermen.

(4) Section 111 pertaining to means of appeal, including all subsections, is amended by deleting the text of the section in its entirety and in lieu thereof substituting the following: "111.1 Right to appeal. Any person directly affected by a decision of the building official or a notice or order issued under this code shall have the right to appeal to the city manager, or designee, provided that a written application for appeal is filed within 20 days after the day the decision, notice or order was served. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means. Appeals of notice and orders (other than Imminent Danger notices) shall stay the enforcement of the notice and order until the appeal is heard by the city manager or designee. A hearing will be held before the city manager or designee at a time and place therein fixed not less than ten days or more than thirty days after receipt of the application for appeal. The appellant and the city shall have the right to appear and in person or by counsel and give testimony under oath at the place and time fixed in the notice of the hearing. The rules of evidence prevailing in courts of law or equity shall not be controlling in hearings before the city manager or designee.

111.2 Decision in writing. The decision of the city manager or designee shall be made in writing within ten business days following the hearing and a copy shall be furnished to the appellant and to the code official.

111.3 Enforcement. The building official shall take immediate action in accordance with the decision of the city manager or designee.

111.4 Appeal of decision of city manager or designee. Any aggrieved party may appeal the decision of the city manager or designee to the appropriate court by filing a petition for writ of common law certiorari in the manner and time required by T.C.A. section 27-8-101. Any decision of the city manager or designee will be effective during appeal unless otherwise stayed by a court of competent jurisdiction."

(5) Section 112.4 pertaining to failure to comply is amended by deleting the phrase "not less than [AMOUNT] dollars or more than [AMOUNT] dollars" and in lieu thereof substituting the phrase "up to fifty (50) dollars per day that the unauthorized work is continued."

(6) Section 302.4 pertaining to weeds is amended by deleting the text of the section in its entirety and in lieu thereof substituting the following: All premises and exterior property shall be maintained free from grass, weeds or uncultivated vegetation in accordance with Sections 106-49 through 106-54 of the Kingsport City Code.

(7) Section 302.8 pertaining to motor vehicles is deleted in its entirety.

(8) Section 304.14 pertaining to insect screens is amended by deleting the phrase "During the period from [DATE] to [DATE]."

(9) Section 602.3 pertaining to heat supply is amended by deleting the phrase "from [DATE] to [DATE]."

(10) Section 602.4 pertaining to occupiable work spaces is amended by deleting the phrase "from [DATE] to [DATE]."

(11) Section 303.2 Enclosures. Is amended by replacing 24 inches (610 mm) with 36 inches (915 mm) to align with the definition of swimming pools pursuant to TCA 68-14-802

(d) *Energy Conservation Code*. The provisions of the International Energy Conservation Code, 2018 edition, published by the International Code Council, is hereby adopted by reference as though copied verbatim in this subsection. One copy of said code and revisions thereto was on file in the office of the city recorder for a period of 15 days prior to adoption, and that one copy of said code and revisions thereto shall remain on file in the office of the city recorder and examination. The International Energy Conservation Code, 2018 edition is hereby amended as follows:

(1) Section C109.1 pertaining to board of appeals general is hereby amended by adding a new sentence to read "The Board of Appeals as referenced in the International Building Code, 2018 edition shall serve as the Board of Appeals for the International Energy Conservation Code, 2018 edition."

(2) Section R109.1 pertaining to board of appeals general is hereby amended by adding a new sentence to read "The Board of Appeals as referenced in the International Building Code, 2018 edition shall serve as the Board of Appeals for the International Energy Conservation Code, 2018 edition."

(3) The following tables are to be replaced by tables from the 2009 edition of the International Energy Code as noted:

with

Replace 2018 Tables

C402.1.4

Opaque thermal envelope Assembly requirements

C402.1.3 Opaque thermal envelope Requirements

C402.4 Building envelope requirements Fenestrations

C403.3.2 (1)-(9) HVAC equip performance

R402.1.2 Insulation and fenestration Requirements by component

R402.1.4 Equivalent U-factors

R405.5.2 (1) Spec for standard reference proposed design 502.1.2

2009 Tables

Building Envelope requirements Opaque Element, max U-Factors

502.2(1) Building envelope requirements opaque assemblies

502.3 Building envelope requirements Fenestrations

503.2.3(1)-(7) HVAC equip performance

402.1.1 Insulation and fenestration Requirements by component

402.1.3 Equivalent U-factors

405.5.2(1) Spec for standard reference and and proposed design (4) CHAPTER 4 [RE] –The testing required by 402.4.2.1 (Blower Door) & 403.2.2 (Duct Blaster) become mandatory effective Jan. 1, 2020.

(e) *Residential Code*. The provisions of the International Residential Code, 2018 edition, including appendix F, Q, and J for one and two-family dwellings, published by the International Code Council, is hereby adopted by reference as though copied verbatim in this subsection. One copy of said code and revisions thereto was on file in the office of the city recorder for a period of 15 days prior to adoption, and that one copy of said code and revisions thereto shall remain on file in the office of the city recorder for public use, inspection and examination. The International Residential Code, 2018 edition is hereby amended as follows:

(1) Section R104 is amending by adding a new section to read "R104.10.2 All references to flood prone areas contained within this code shall comply with Kingsport's duly adopted Flood Insurance Program requirements as shown on the current Flood Insurance Rate Maps (FIRM) or the Flood Boundary and Floodway Maps (FBFM) provided by the National Flood Insurance Program. Any conflicts between the requirements contained herein and those contained in the Flood Insurance Program, the duly adopted Flood Insurance Program shall apply."

(2) Section R105.2 pertaining to work exempt from permit is amended by deleting the phrase "200 square feet" and in lieu thereof substituting the phrase "120 square feet."

(3) Section R105.2 pertaining to work exempt from permit is amended by deleting the phrase "Fences not over 7 feet (2133 mm) high" and in lieu thereof substituting the phrase "Fences not over 8 feet high."

(4) Section R202 pertaining to definitions is pursuant to TCA § 68-120-101(a)(8)(C)(i)(a) amended by deleting the definition of TOWNHOUSE in its entirety and in lieu thereof substituting the phrase "A single-family dwelling unit constructed in a group of three or more attached units in which each unit is separated by a 2 hour fire wall extending from foundation to roof and with a yard or public way on not less than two sides being exempt from sprinkler requirements of Section R313.1 and Section P2904 of the International Residential Code, 2018 edition, however, if a sprinkler system is installed it shall meet the requirements of these sections."

(5) Pursuant to TCA 68-120-101(a)(8)(A), the sprinkler requirements in section R313.2 and section P2904 shall not be mandatory for One-and Two Family Dwellings, provided however, if a sprinkler system is installed it shall meet the requirements of section R313.2 and section P2904.

(6) Chapter 11 [RE] Energy Conservation – Delete Chapter 11 in its entirety and replace it with the 2018 Energy Code as adopted per Section I 22-96 (d). The testing required by R402.4.2.1 (Blower Door) and R403.2.2 (Duct Blaster) to be mandatory effective Jan. 1, 2020.

(f) Accessibility Code. The provisions of the Chapter 11 of the International Building Code, 2018 edition, is hereby adopted by reference as though copied verbatim in this subsection. One copy of said code and revisions thereto was on file in the office of the city recorder for a period of 15 days prior to adoption, and that one copy of said code and revisions thereto shall remain on file in the office of the city recorder for public use, inspection, and examination.

SECTION II. That Section 22-121 of the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended to read as follows:

Sec. 22-121. Electrical code adopted by reference.

The provisions of the National Electrical Code 2017 edition published by the National Fire Protection Association, is hereby adopted by reference as though copied verbatim herein. One copy of said code and revisions thereto was on the office of the city recorder for a period of 15 days prior to adoption, and that one copy of said code and revisions thereto shall remain on file in the office of the city recorder for public use, inspection and examination.

SECTION III. That Section 22-284 of the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended to read as follows:

Sec. 22-284. Code adopted by reference.

The provisions of the International Fuel Gas Code, 2018 edition, published by the International Code Council, is hereby adopted by reference as though copied verbatim herein. One copy of said code and revisions thereto was on file in the office of the city recorder for a period of 15 days prior to adoption, and that one copy of said code and revisions thereto shall remain on file in the office of the city recorder for public use, inspection and examination. The International Fuel Gas Code, 2018 edition is hereby amended as follows:

(1) Sections 109.2 through 109.7 pertaining to appeals is hereby deleted in its entirety and in lieu thereof substituting the following:

"Section 109.2 Board of appeals. The board of appeals as referenced in the International Building Code, 2018 edition shall serve as the board of appeals for the International Fuel Gas Code, 2018 edition.

Section 109.3 Court review. Any aggrieved party may appeal the decision of the board of appeals to the appropriate court by filing a petition for writ of common law certiorari in the manner and time required by T.C.A. section 27-8-101."

SECTION IV. That Section 22-391 of the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended to read as follows:

Sec. 22-391 Code adopted by reference.

The provisions of the International Mechanical Code, 2018 edition, published by the International Code council, is hereby adopted by reference as though copied verbatim herein. One copy of said code and revisions thereto was on file in the office of the city recorder for a period of 15 days prior to adoption, and that one copy of said code and revisions thereto shall remain on file in the office of the city recorder for public use, inspection and examination. The International Mechanical Code, 2018 edition is hereby amended as follows:

(1) Sections 109.2 through 109.7 pertaining to appeals is hereby deleted in its entirety and in lieu thereof substituting the following:

"Section 109.2 Board of appeals. The board of appeals as referenced in the International Building Code, 2018 edition shall serve as the board of appeals for the International Mechanical Code, 2018 edition.

Section 109.3 Court review. Any aggrieved party may appeal the decision of the board of appeals to the appropriate court by filing a petition for writ of common law certiorari in the manner and time required by T.C.A. section 27-8-101."

SECTION V. That Section 22-411 of the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended to read as follows:

Sec. 22-411. Code adopted by reference.

The provisions of International Plumbing Code, 2018 edition, published by the International Code Council, is hereby adopted by reference as though copied verbatim herein. One copy of said code and revisions thereto was on file in the office of the city recorder for a period of 15 days prior to adoption, and that copy of said code and revisions there to shall remain on file in the office of the city recorder for public use, inspection and examination. The International Plumbing Code, 2018 edition is hereby amended as follows:

(1) Sections 109.2 through 109.7 pertaining to appeals is hereby deleted in its entirety and in lieu thereof substituting the following:

"Section 109.2 Board of appeals. The board of appeals as referenced in the International Building Code, 2018 edition shall serve as the board of appeals for the International Plumbing Code, 2018 edition.

Section 109.3 Court review. Any aggrieved party may appeal the decision of the board of appeals to the appropriate court by filing a petition for writ of common law certiorari in the manner and time required by T.C.A. section 27-8-101."

SECTION VI. That Section 22-522 of the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended to read as follows

Sec. 22-522. Swimming Pool Code. Code adopted by reference.

The provisions of the International Swimming Pool and Spa Code, 2018 edition, published by the International Code Council, is hereby adopted by reference as though copied verbatim herein. One copy of said code and revisions thereto was on file in the office of the city recorder for a period of 15 days prior to adoption, and that copy of said code and revisions there to shall remain on file in the office of the city recorder for public use, inspection and examination.

SECTION VII. That Section 42-46 of the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended to read as follows:

Sec. 42-46. Code adopted by reference.

(a) The provisions of International Fire Code, 2018 edition, to include appendices A, B, C, D, E, F, G, H, I, J, K, L, M, and N, published by the International Code Council, is hereby adopted by reference as though copied verbatim herein. One copy of said code and revisions thereto was on file in the office of the city recorder for a period of 15 days prior to adoption, and that copy of said code and revisions there to shall remain on file in the office of the city recorder for a period on file in the office of the city recorder for a period of 15 days prior to adoption, and that copy of said code and revisions there to shall remain on file in the office of the city recorder for public use, inspection and examination.

(b) The fire official may utilize any of the codes, standards, manuals and recommended practices contained within the National Fire Codes as a guide and/or reference in the enforcement of fire protection and prevention provisions of the adopted codes.

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

JOHN CLARK, Mayor

ATTEST:

JAMES H. DEMMING, City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY City Attorney

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



TO:	Exempt Jurisdictions
FROM:	Gary Farley, Assistant Commissioner for Fire Prevention
DATE:	January 28, 2019
RE:	Code Adoption

Recently, the State Fire Marshal's Office (SFMO) has been made aware of some confusion regarding code adoption. We are sending the following information and encourage you to share it with your employees and other partners, if they have any questions. As always, please feel free to contact our office directly if you have any questions or if you need clarifying information.

State law requires the State Fire Marshal to establish minimum residential building construction safety standards, which is done by rulemaking pursuant to the Uniform Administrative Procedures Act. The state minimum codes can be found at <a href="https://publications.tnsosfiles.com/rules/0780/0780-02/0780-02-23.20170202.pdf">https://publications.tnsosfiles.com/rules/0780/0780-02/0780-02-23.20170202.pdf</a>. State law provides that exempt jurisdictions be within seven (7) years of the most recently published code, and if not, the state minimum code applies.

If your jurisdiction desires to move forward with local code adoption then it is important to note that the State Fire Marshal can allow jurisdictions to adopt codes with amendments from previous code editions. For example, an exempt jurisdiction could adopt the 2018 IECC with tables from the 2009 IECC.

Finally, please be aware that the SFMO is in the process of updating the statewide minimum residential building codes. We will host a second stakeholder meeting in February with the goal of adopting a new code this fall. We request your input and encourage you to contact me at <u>gary.farley@tn.gov</u> or 615-532-5805 if you have questions or concerns related to your, or the statewide code adoption process.



# AGENDA ACTION FORM

# Award to Purchase E-Rate Category Two Hardware to Personal Computer Systems, Inc.

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

Action Form No.: AF-39-2019 Work Session: February 18, 2019 First Reading: N/A Final Adoption:February 19, 2019Staff Work By:CommitteePresentation By:Scott Pierce/David Frye

#### Recommendation:

Approve the Resolution.

#### **Executive Summary:**

Quotes were received through the Tennessee Education Broadband Consortium (TEBC) for E-Rate Category Two Hardware. Two vendors, Central Technologies, Inc. and Personal Computer Systems, Inc. (PCS), submitted solutions for consideration. Personal Computer Systems, Inc. most directly connects with the current solution and provides a standardized solution for all schools. Additional evaluation information is included in the recommendation memo

It is recommended that the Board of Mayor and Aldermen approve the resolution to award the bid to Personal Computer Systems, Inc. (PCS) for Category Two Hardware purchase at a cost of \$619,691.00 and establish a 6% contingency in the amount of \$37,182.00. Actual costs to KCS after E-Rate discounts will be \$186,271.00.

Funding for this project will come from General Purpose School Fund – Unreserved Fund Balance (Acct# 141-7250-785.07-90).

# Attachments:

- 1. Resolution
- 2. Recommendation
- 3. Contract

Funding source appropriate and funds are available:

	Y	N	0
Adler	_	_	_
Begley		_	_
Cooper	_	_	_
George	_		_
McIntire		-	
Olterman	-		_
Clark		_	_

#### RESOLUTION NO.

A RESOLUTION AWARDING THE BID FOR PURCHASE OF E-RATE CATEGORY TWO HARDWARE TO PERSONAL COMPUTER SYSTEMS, INC., AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, quotes were received for the E-Rate category two hardware purchase; and

WHEREAS, the quotes were submitted through the Tennessee Broadband Consortium; and

WHEREAS, upon review of the bids, the board finds Personal Computer Systems, 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 and enter into a contract with Personal Computer Systems, Inc. for the E-Rate Category Two Hardware purchase, at a cost of \$619,691; and

WHEREAS, funding for this project is available in General Purpose School Fund – Unreserved Fund Balance (Acct# 141-7250-785.07-90).

Now therefore,

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

SECTION I. That the quote for E-Rate category two hardware is awarded to Personal Computer Systems, Inc., at a cost of \$619,691.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vicemayor, 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 contract with Personal Computer Systems, Inc., and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the contract 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 contract, 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 February, 2019.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

#### MEMORANDUM

TO: Board of Mayor and Alderman

FROM: Scott Pierce, Director of Technology

DATE: January 8, 2019

SUBJECT: E-Rate Category Two Hardware

We have received quotes for category two hardware utilizing E-Rate funding. There were two quotes submitted through the Tennessee Education Broadband Consortium (TEBC). Two vendors Central Technologies and PCS submitted a solution that most directly connects with the current solution and would provide a standardized solution for all schools. A tabulation matrix chart is included below.

This project will upgrade and expand the wireless infrastructure as well as the switching infrastructure for the two middle schools and high school. It is recommended the Board approve to award the bid for E-Rate category two hardware to PCS at a cost of \$619,691.10 and establish a 6% contingency in the amount of \$37,182. Actual costs to Kingsport City Schools after E-Rate discounts will be \$186,271. Funding for this project will come from the General Purpose School Fund – Unreserved fund Balance.

	Vendor Name (click each cell for a drop-down menu of vendor names		Central Technologies, Inc.	Personal Computer Systems, Inc.
		turer Proposed	Extreme	Entreme
	Cost of E-rate eligible pro-	duct/service	\$647,972.60	\$554,954,78
	Cost of E-rate ineligible prov	duct/service		the second se
	Total Cast of Service		\$ 721,194.20	\$ 619,691.10
No.	Factor	% of total price points	8675	100%
1	Cost of eligible goods and services (Must have the most available points)*	45	38.540	45.000
2	Scope of work and Specifications Compliance** - Proposal meets or exceeds all technical requirements - Compatibility with existing systems - Ease of interoperability with existing systems	30	30	30
3	Past Successful K-12 Experience	15	10	15
4	Completeness of Response	10	8	10
	Total Points	100	86.54	100.00

\*DO NOT USE the "Total Cost to District" when evaluating "COST". Only consider E-Rate Eligible Cost when scoring cost.

\*\* Per USAC Schools and Libraries News Brief dated December 3, 2010: "Applicants can have a bid evaluation criterion for preferred make and model or for adherence to local IT standards in their bid evaluation matrix."

#### EVALUATION NOTES

In order to compare like bids, Central Technologies proposal was reduced by one LRM module (\$315) and PCS's proposal was reduced \$19,800 to exclude installation of switches. Installation of switches was not included in orginal request for proposals.

#### Tennessee Educational Broadband Consortium Multiple Schedule/State Master Contract Order Form

This agreement ("Agreement") is entered into between **City of Kingsport for its Kingsport City Schools** ("Customer") and **Personal Computer Systems, Inc.** ("Service Provider"), for E-Rate Category 2 purchases. For good and valuable consideration, including the mutual promises contained herein, Customer orders from the Service Provider the services identified in the Attachment A to this Agreement ("Service"). Customer and Service Provider agree that the Service shall be provided pursuant to the rates, charges, terms and conditions set forth in TEBC-PCS-C2, Contract Number 49003.

Service Ordered by Customer:

#### **IDENTIFY REQUESTED SERVICE(S) IN ATTACHMENT A.**

#### THE COST OF THE PROJECT IS NOT TO EXCEED \$619,691.10

The selected Service period is April 1, 2019 - June 30, 2020. Unless otherwise agreed upon in writing, the Service period shall commence upon Service installation.

Requested Service Commencement Date(s): TBD between the Customer and Service Provider.

Contract is contingent upon receiving E-rate funding. Customer may opt to proceed with purchase in the absence of E-rate funding but contract may be voided if E-rate funding is not received.

If this Agreement is cancelled or terminated prior to Service Installation, cancellation charges will apply as set forth in the Master Contract (if applicable).

Customer may seek Universal Service Fund funding pursuant to the rules and regulations associated with the E-Rate program.

Customer further warrants and represents that Customer is authorized to enter into this Agreement and to order Service pursuant to the Master Contract. Customer further warrants and represents that this Agreement complies with all applicable procurement laws and/or requirements.

This Agreement is effective when executed by Customer. Submission of a quote at the request of the customer constitutes the Service Provider's its intent to proceed upon acceptance of the Customer. This agreement is subject to and controlled by the provisions of the State Master Contract, including any amendments as may be made from time to time.

Accepted by Personal Computer Systems, Inc.
Print Name:
Ву:
Title:
Date:

Proposal Submitted Byft:	
Gompany Same	PCS, Inc
Company Still (1991)001	143025290
Competition and the second second	Cathy Young
	cycuna Breakner.com
Coldant Riconat	865-273-1960
	49003

Internal Connections

						Must lie Com	pleted by Vendor		or vendors submitting product line quotes	
School/Building Name (optional)	Category	Manufactur er Name	r Description (optional)	Model Number	Estimated Quentity	Price/Unit	Extended Price (quentity * unit price)	Equivalent Make	Equivalent Model	E-rate Product Eligibility X
ha Seviar Middle School	Suttribes	Extreme	X450-G2-48P-10GE4-BASE	16179	3	5 3,087.44	\$ 9,262.32			100
	Switches	Extreme	X450-62-48P-GE4-BASE	16175	12	\$ 2,385.25	\$ 28,623.00			100
	Neisted Components		10 Gig LRM Modules	10303-IL	5	181.25	\$ 906.25			100
	Aclated Components	Extreme	SUMMIT 1100W AC PSU FB	10941	15	\$ 512.75	\$ 7,691.25			100
	Related Components	Extreme	SUMMIT X460-G2 FAN MOD FB	10945	1\$	\$ 138.25	\$ 2,073.75			100
	Related Components	Extreme	PWR CORD 13A USA NEMA 5-15 IEC320-C15	10099	15	\$ 11.81	\$ 177.15			100
	Related Components	Extreme	3m QSFP+ Passive Copper Cable	10313	3:	231.88	\$ 463.76			100
	Related Components	Extreme	Im QSFP+ Passive Copper Cable	10312	13	\$ 152.25				100
	Access Points	Edramo	AP3915	31028	111	\$ 231.88	\$ 25,738.68			100
	installation - APs	PCS	installation, Configuration and Activation of Access Points (only if a separate charge)	PTAC_REACH	111	\$ 40.00	\$ 4,440.00			100
	Installation -	270	Installation, Configuration and Activation	PTAC REACH	15	5 150.00.	\$ 250.00			
and the second se	Switches		of Switches					-		
	Cabiling	PCS	CATé drops - data drops to classroom	LABOR-WIRING	11		Real Activity			100
	Cabling	PCS	CAT 6 drops for new access points	LABOR-WIRING	19	the state of the s	the second se			100
	Cabling	PCS	Relocation of AP	LABOR-WIRING	9	\$ 90.00	the second se	-		100
ohn Sevier Middle School S	lubtotel						\$	· Q7 41	p.41	
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oss N Robinson	Suitchas	Extrante	X450-62-48P-106E4-8ASE	16179	4		and the second s			100
	Switches	Extreme	X450-G2-48P-GE4-BASE	16175	12	the second s	and the second s			100
	Components	Extreme	10 Gig Littit Modules	10303-IL	6	\$ 181.25				100
	Related Components	Extreme	SUMMIT 1100W AC PSU F8	10941	16	\$ 512.75	\$ 8,204.00			100

	Related	Extreme	SUMMIT X460-GZ FAN MOD FB	10945	16	\$ 138.	25 \$	2,212.00			100	
	Related	Extreme	PWR CORD 13A USA NEMA 5-15 IEC320-C15	10099	16	\$ 11.	91 \$	188.96			100	
	Related Components	Extreme	Sm QSFP+ Passive Copper Cable	10913	2	\$ 231.	88 \$	463.76			100	
	Related Components	Extreme	1m QSFP+ Passive Copper Cable	10312	14	\$ 152.	25 \$	2,131.50			100	
	Access Foints	Extreme	AP3915	31028	95	\$ 231	2 89	22.028.60			100	
	Installation - APs	Extreme	Installation, Configuration and Activation of Access Points (only if a separate charge)	PTAC_REACH	95	\$ 40.0	00 \$	3,800.00			100	
	installation -	pre.	Installation, Configuration and Activation	PTAC REACH	16	¢ 150.	2 00	2,400,00	2		100	Rei
	Sultches		of Switches									1
	Colding	PCS	CAT 6 drops for new access points	LABOR-WIRING	13	\$ 175.	00 \$	2,275.00			100	
	Cabling	PCS	CATE drops - data drops to classroom	LABOR-WIRING	19	\$ 175.	00 \$	2,275.00			100	
	Cabling	PCS	Relocation of AP	LABOR-WIRING	23	\$ 90.	00 \$	2.070.00			100	
oss N Robinson Subtota)		-					S		-87 70	1.08	1	1
er in normani autoral												1
obyes- Bennett High School	Switches	Extreme	X450-G2-48P-10GE4-BASE	16179	u	\$ 3,087.	44 \$	33,961.84			100	
	Switches	Extreme	X450-62-48T-10GE4-BASE	16178	2	\$ 3,040.	63 5	6,081.26			100	
	Switches	Extreme	X450-62-24T-10GE4-BASE	16176	5	\$ 2,104	38 \$	10,521.90			100	
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	Switches	Extreme	VDX6740 24P SFP+ AC NON PT SIDE		1		81 5	7,487.81			100	4
	Switches	Extreme	8PT 10G SFP+ PT DEMAND POD LIC		1	and the second se	2 00	1,925.00			100	1
	Switches	Extreme	EW NBD AHR H32103	97004-H32103	1	\$ 685.	00 \$	685.00			100	4
	Rack	Edrenie	FRU 6510 PDL RM KT	XEN-R000291	1			82.25			100	1
	Related Components	Extreme	PWR CORD 13A USA NEMA 5-15 LEC320-C15	10099	49)		_	578.69			100	3
	Related Components	Extreme	PWR CORD NA 10A NEMA 5-15P IEC320 CL3 11	10051	7'	\$ 7.	44 \$	52.08			100	PAGE
	Related Components	Extreme	SUMMIT 1100W AC PSU FE	10941	49	\$ 512.	75 \$	25,124.75			100	1
	Related Components	Extreme	SUMMIT X460-G2 FAN MOD FB	10945	56	\$ 138.	25 \$	7,742.00			100	
	Related Components	Extreme	3m QSFP+ Passive Copper Cable	10013	2	\$ 231.	88 \$	463.76			100	
	Neisted Companients	Extreme	1m QSFP+ Passive Copper Cable	10312	54	\$ 152.	.25 \$	8,221.50			100	11
	Access Points	Extreme	AP3915	31028	252	\$ 231.	88 \$	58,433.76			100	
	Installation - APs		Installation, Configuration and Activation of Access Points (only if a separate charge)	PTAC_REACH	252			-			100	0
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	Cabling	PCS	CAT 6 drops for new access points	LABOR-WIRING	17 \$	175.00	\$ 2.975.00			100
	Cabling	PCS	CAT6 drops - data drops to classroom	LABOR-WIRING	36 \$		\$ 6,300.00			100
	Cabling	PCS	Relocation of AP	LABOR-WIRING	10 5	90.00	\$ 900.00		al	100
obyns-Bennett High School S	Subtota]						\$ 280,656.10	212.2	26.10	
ora Cox - HS Annex	Switches	Extreme	X450-02-48P-100E4-BASE	16179	15	3,087.44	\$ 3,087.44			100
	Switches	Extreme	X450-G2-48P-GE4-BASE	16175	3 5	2,385.25	\$ 7,155.75			100
	Switches	Extreme	X450-62-248-684-BASE	16173	2 5	1.355.38	\$ 2,710.76			100
	Related	-	SUMMIT 1100W AC PSU F8	10941	6.5	512.75	\$ 3,076.50			100
	Components	Extreme	Sommer Store Acroso ro							
	Related Components	Extreme	SUMMIT X450-52 FAN MOD FB	10945	6 \$		\$ 829.50			100
	Related Components	Extreme	Im QSFP+ Passive Copper Cable	10312	6 \$	152.25	\$ 913.50			100
	Related Components	Extreme	PWR CORD 13A USA NEMA 5-15 IEC320-C15	10099	6 \$	11.81	\$ 70.86			100
	Access Points	Extreme	AP3915	31028	19 \$	231.88	\$ 4,405.72	1		100
	installation - APs		Installation, Configuration and Activation of Access Paints (only if a separate charge)	PTAC_REACH	19 \$	40.00	\$ 760.00			.100
	Installation -	PCS	Installation, Configuration and Activation	PTAC REACH	15 \$	150.00	\$ 2,250,00			100
A	Suttems		of Switches							- 100
	Cabling	PCS	Relocation of AP	LABOR-WIRING	4 \$	90.00	\$ 360.00	an nit	772	100
Cora Cox - HS Annex Subtotal							\$25;260:03	-23,00	.05	
Dobyns- Bennett High School New Addition	Switches	Extreme	X450-G2-48P-10GE4-BASE	16179	11 5	3,087.44				100
	Related Components	Extreme	10 Gig LRM Modules	10303-IL	(10)	181.25				100
	Related Components	Extreme	SUMMIT 3300W AC PSU FB	10941	11 \$	512.75				100
	Related Components	Extreme	SUMMIT X460-G2 FAN MOD FB	10945	11 \$	Con de la constante de la const	\$ 1,520.75			100
	Related Components	Extrame	PWR CORD 13A USA NEMA 5-15 IEC320-C15	10099	11 \$	11.81	\$ 129.91			100
	Related Components	Extreme	3m QSFP+ Passive Copper Cable	10313	2: \$		\$ 463.76			100
	Related Components	Extreme	Im QSFP+ Passive Copper Cable	10912	SI \$					100
	Access Points	Extreme	AP3915	31028	54 \$		\$ 12,521.52			100
	Installation - APs	Extreme	Installation, Configuration and Activation of Access Points (only If a separate charge)	PTAC_REACH	54 \$	10000	\$ 2,160.00			100
	Installation -	ers	Installation, Configuration and Activation	PTAC REACH	15 \$	150.00	\$ 2,250,00			100
	Switches		of Sudiches				5 -01,850.78	EAZ	80.78	-
Dobyns-Bennett High School										

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iconsing to be price allo	cated as desired betw	reen eligible	entities							
	Wirelss	Extreme	WLAN CTRL CAP UPG FOR CLS & V2110	WS-APCAP-16	23 \$	1,004.06	\$ 23,093.38			100
	Wireless	Extreme	TAC 24X7X365 E-SUP DELIVERY	97005-820255	23 \$	180.00				100
Icensing Total							\$ 27,233.34	OK		
SUBTOTAL OF E-RATE EL	IGIBLE ITEMS						\$ 574,754.78			
Not E-rate Eligible	-									
Central Office	Switches	Extreme	X450-62-48P-10664-8ASE	16179	3 5	3,087.44	\$ 9,262.32			0
	Switches	Extreme	X450-62-48P-664-BASE	16175	14 \$	2,385.25	\$ 33,393.50			0
	Related Components	Extreme	SUMMIT 1100W AC PSU FB	10941	17 \$	512.75	\$ 8,716.75			0
	Related Components	Extreme	SUMMIT X450-52 FAN MOD FB	10945	17 \$	138.25	\$ 2,350.25			0
	Related Components	Extreme	PWR CORD 13A USA NEMA 5-15 IEC320-C15	10099	17 \$	11.81	\$ 200.77			0
	Related Components	Extreme	Im QSFP+ Passive Copper Cable	10312	17 \$	152.25				0
	Access Points	Extreme	AP3915	31028	21 \$	231.88	\$ 4,869.48			0
	installution - APs		Installation, Configuration and Addwation of Access Points (only If a separate charge)	PTAC_REACH	21 \$	40.00	\$ 840.00			0
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	Switches		of Softshee				CE_			
	Cabling	PCS	CAT 6 drops for new access points	LABOR-WIRING	15	175.00	the second se			0
	Cabling	PCS	Relocation of AP	LABOR-WIRING	1 \$	90.00		-12-	486.32	0
Central Office Total	-						\$	66	100.32	
							A			
TOTAL							\$ 639,491.10		- Internet and	

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#### Signature Below Accepts the Following:

	April 1, 2019 - September 30, 2020
YES	Purchase IS contigent upon E-Rate funding approval
	Purchase IS NOT contigent upon E-Rate funding approval

Order may be cancelled if E-Rate and/or local budget approval is not secured

Accepted By (Signature)

Print Name Title

DATE

4 - 19,800\*By submitting a quote in response to the Customer's request, and if selected, the Service Provider agrees to abide the Terms and Conditions of the referenced SMC and proceed with the project accordingly subject to coordination with the Customer.

619,691.10

PAGE A OF PAGE A



# AGENDA ACTION FORM

# Settlement of a Claim – 918 Dale Street

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

Action Form No.: AF-42-2019 Work Session: February 18, 2019 First Reading: N/A

Final Adoption: Staff Work By: Presentation By: Jeff Fleming

February 19, 2019 Fleming/Billingsley/Risk

#### **Recommendation:**

Approve the Resolution.

#### **Executive Summary:**

The city sold a lot at 918 Dale Street by quitclaim deed dated June 29, 2016, for \$6,500 through a bid process. The property was acquired by the city through a tax sale. A contractor tore down the structure for the city and was supposed to remove any debris from the property; however, portions of the demolished structure were instead buried on the lot. No one currently with the city was aware that the debris was buried on the lot.

When the buyers had the lot excavated for a new residence, the excavation company hit the debris. The city building official required the removal of the debris before the footers could be set. This required additional excavation and gravel due to the debris. The additional work cost \$4,400 more than expected. The buyers have asked the city for reimbursement.

The resolution authorizes the city manager to negotiate and approve a settlement of the claim provided there is satisfactory evidence of the expenses incurred.

Procedures have been implemented to ensure that this does not happen occur again.

Attachments:

1. Resolution

Funding source appropriate and funds are available;

	Y	- N	0
Adler			
Begley		_	
Cooper			
George	_		_
McIntire			
Olterman	_	_	_
Clark			

RESOLUTION NO.

#### A RESOLUTION AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND APPROVE A SETTLEMENT OF A CLAIM BY GERALD SENSABAUGH, SR. AND WIFE JONYA SENSABAUGH

WHEREAS, the city sold a lot at 918 Dale Street to Gerald Sensabaugh, Sr. and wife Jonya Sensabaugh by quitclaim deed dated June 29, 2016, for \$6,500; and

WHEREAS, prior to the sale the city had a structure torn down on the property; and

WHEREAS, the contractor the city used to tear down the structure apparently buried the debris from the demolition on the lot sold to the Sensabaughs; and

WHEREAS, the structure was torn down several years ago and the contractor is no longer in business: and

WHEREAS, the Sensabaughs had the lot excavated for a new residence, and the excavation company hit the debris; and

WHEREAS, the city building official required the removal of the debris before the footers could be set, which required additional excavation work and gravel due to the debris at a cost of \$2,900; and

WHEREAS, the Sensabaughs still have to remove the dirt and debris from excavation, with an estimated costs of \$1,500.

WHEREAS, the Sensabaughs filed a claim with the city's risk department; and

WHEREAS, the Sensabaughs claim that the city should have been aware of the buried debris and disclosed that to the Sensabaughs prior to the purchase; and

WHEREAS, the city disputes any liability in this matter, but to avoid further action on the claim, determines that it is in the best interest of the city to attempt a settlement of the matter.

Now therefore,

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

SECTION I. That the city manager, consultation with the risk department and the city attorney is authorized to negotiate and approve a settlement of the claim by Gerald Sensabaugh, Sr. and wife, Jonya Sensabaugh as a disputed claim up to in the amount of \$4,500 upon satisfactory evidence of the expenses incurred by Mr. and Mrs. Sensabaughs as result of excavating and removal the debris and in exchange for a full and complete release executed by Mr. and Mrs. Sensabaugh, and provided the city does not admit any liability in this matter.

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 February, 2019.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



# AGENDA ACTION FORM

# Amend T-Mobile Lease Agreement for the Addition of a Backup Generator at the Browder Road Water Tank

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

Action Form No.:AF-41-2019Work Session:February 18, 2019First Reading:N/A

Final Adoption:February 19, 2019Staff Work By:Niki EnsorPresentation By:Ryan McReynolds

#### Recommendation:

Approve the Resolution.

#### **Executive Summary:**

The City began leasing cellular antenna space on the water storage tank at 224 Browder Road in July 1999. T-Mobile has requested to amend the lease in order to install a 10' x 4' concrete pad and backup generator. Water Facilities staff has reviewed the plans and find them acceptable. The current monthly lease is \$1136.69. T-Mobile will pay an additional \$185.85 per month for the additional space for a total monthly lease of \$1322.54.

#### Attachments:

- 1. Resolution
- 2. Site Map
- 3. Amendment

	Y	NO
Adler		
Begley	_	
Cooper	_	
George		
McIntire	_	
Olterman	—	
Clark		

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

#### A RESOLUTION APPROVING AN AMENDMENT TO THE AGREEMENT WITH T-MOBILE FOR THE ADDITION OF A BACK-UP GENERATOR AT THE BROWDER ROAD WATER TANK; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

WHEREAS, in July, 1999, the city began leasing cellular antenna space to T-Mobile on the water storage tank at 224 Browder Road; and

WHEREAS, T-Mobile would like to amend the lease to install a 10 x 14 foot concrete pad and back-up generator; and

WHEREAS, the addition will increase the lease amount by \$185.85 for a total of \$1,322.54.

#### Now therefore,

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

SECTION I. That an amendment to the agreement with T-Mobile for additional space to install a 10 x 14 foot concrete pad and back-up generator is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vicemayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an amendment to the agreement with T-Mobile for additional space to install a 10 x 14 foot concrete pad and back-up generator and all other documents necessary and proper to effectuate the purpose of the agreement or this resolution, said amendment being generally as follows:

#### FIRST AMENDMENT TO CO-LOCATION AND LEASE AGREEMENT

THIS First Amendment to CO-LOCATION AND LEASE AGREEMENT ("First Amendment") made this \_\_\_\_\_\_day of \_\_\_\_\_\_, 201\_\_\_, is by and between <u>The City of Kingsport</u> ("the City") and <u>T-Mobile South LLC</u> a Delaware limited liability company ("TENANT") (collectively, the "Parties").

WHEREAS, TENANT entered into a Co-location and Lease Agreement (the "CLA") dated July 7, 1999 with Kingsport, TN with respect to an existing water storage facility known as its Sam's Tank (the "Facility") and designated space on the Facility, together with necessary easements and rights of way located on certain real property, located at 224 Browder Road, Kingsport, TN 37617 at coordinates of 36.51333, -82.43250 (the "Property"); and

WHEREAS, pursuant to the Co-location and Lease Agreement, TENANT leased certain space on the Facility together with land space and easements sufficient for the installation and maintenance of TENANT's communications facility as described and depicted in Exhibit "A & C" attached to the Lease and collectively known as the "Property"; and

WHEREAS, TENANT is permitted to install and maintain its communications equipment, antennas and appurtenances ("Equipment"); and

WHEREAS, the "Parties" now desire to amend the Lease in order to allow TENANT to lease an additional portion of the Land for the purpose of installing and operating a concrete pad and generator (Generator).

**NOW**, **THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree to be legally bound by this First Amendment as follows:
1. <u>Landlord leases to Tenant</u> an additional portion of the Land to extend the Tenant's existing pad ("Additional Premises"), as more particularly described in the attached EXHIBIT A for the purpose of installing and operating the Generator.

2. <u>The Premises</u>, as described in the Lease, shall be expanded to include the Additional Premises and shall be subject to the same terms and conditions outlined in the Lease.

3. <u>Additional Rent</u>. In consideration of this Amendment and the Additional Premises requested by Tenant to install pad and Generator, the current monthly rent payable by Tenant to Landlord under the Lease shall increase by One Hundred Eighty-Five and 85/100 dollars (\$185.85), per month, to be added to Tenant's Rent under Paragraph 2 of the (CLA). Such additional rental payments shall commence upon execution of this Amendment.

4. <u>No Other Modifications</u>. Except as amended herein, the (CLA) remains unchanged and in full force and effect.

5. <u>Conflict</u>. In the event of any conflict between the terms and conditions of the (CLA) and the terms and conditions of this First Amendment, the terms and conditions of this First Amendment shall control.

6. <u>Signature Authority</u>. The persons who have executed this First Amendment represent and warrant that they are duly authorized to execute this First Amendment in their individual or representative capacity as indicated.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereto have set their hands on the day set forth 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 amendment/agreement set out herein that do not substantially alter the material provisions of the agreement, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

SECTION IV That 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 February, 2019.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



### FIRST AMENDMENT TO CO-LOCATION AND LEASE AGREEMENT

THIS First Amendment to CO-LOCATION AND LEASE AGREEMENT ("First Amendment") made this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 201\_\_, is by and between <u>The City of Kingsport</u> ("the City") and <u>T-Mobile South LLC</u> a Delaware limited liability company ("TENANT") (collectively, the "Parties").

#### WITNESSETH:

WHEREAS, TENANT entered into a Co-location and Lease Agreement (the "CLA") dated July 7, 1999 with Kingsport, TN with respect to an existing water storage facility known as its Sam's Tank (the "Facility") and designated space on the Facility, together with necessary easements and rights of way located on certain real property, located at 224 Browder Road, Kingsport, TN 37617 at coordinates of 36.51333, -82.43250 (the "Property"); and

WHEREAS, pursuant to the Co-location and Lease Agreement, TENANT leased certain space on the Facility together with land space and easements sufficient for the installation and maintenance of TENANT's communications facility as described and depicted in Exhibit "A & C" attached to the Lease and collectively known as the "Property"; and

WHEREAS, TENANT is permitted to install and maintain its communications equipment, antennas and appurtenances ("Equipment"); and

WHEREAS, the "Parties" now desire to amend the Lease in order to allow TENANT to lease an additional portion of the Land for the purpose of installing and operating a concrete pad and generator (Generator).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree to be legally bound by this First Amendment as follows:

1. Landlord leases to Tenant an additional portion of the Land to extend the

Tenant's existing pad ("Additional Premises"), as more particularly described in the attached EXHIBIT A for the purpose of installing and operating the Generator.

- 2. <u>The Premises</u>, as described in the Lease, shall be expanded to include the Additional Premises and shall be subject to the same terms and conditions outlined in the Lease.
  - 3. <u>Additional Rent</u>. In consideration of this Amendment and the Additional Premises requested by Tenant to install pad and Generator, the current monthly rent payable by Tenant to Landlord under the Lease shall increase by One Hundred Eighty-Five and 85/100 dollars (\$185.85), per month, to be added to Tenant's Rent under Paragraph 2 of the (CLA). Such additional rental payments shall commence upon execution of this Amendment.
  - 4. <u>No Other Modifications</u>. Except as amended herein, the (CLA) remains unchanged and in full force and effect.
  - 5. <u>Conflict</u>. In the event of any conflict between the terms and conditions of the (CLA) and the terms and conditions of this First Amendment, the terms and conditions of this First Amendment shall control.
  - 6. <u>Signature Authority</u>. The persons who have executed this First Amendment represent and warrant that they are duly authorized to execute this First Amendment in their individual or representative capacity as indicated.

TENANT Site Name: Kingsport Water Tower TENANT Site Number: 5TC0745B

IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereto have set their hands on the day set forth above.

### LANDLORD:

### TENANT:

The City of Kingsport, TN

By:\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 201\_\_\_

T-Mobile South a Delaware limited liability company

By: \_\_\_\_\_

Name:

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 201\_\_\_

TENANT Site Name: Kingsport Water Tower TENANT Site Number: 5TC0745B

## **EXHIBIT A**

## **CONSTRUCTION DRAWINGS**

See Attached



## AGENDA ACTION FORM

## Awarding the Bid for Mowing & Trimming of Various Locations

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

Action Form No.:AF-43-2019Work Session:February 18, 2019First Reading:N/A

Final Adoption:February 19, 2019Staff Work By:CommitteePresentation By:R. McReynolds

### Recommendation:

Approve the Resolution.

### Executive Summary:

Bids were opened on February 7, 2019 for Mowing & Trimming Services located at various locations. The advertisement for the Invitation to Bid was published in the Kingsport Times News on January 20, 2019 and placed on our website for 18 calendar days.

It is the recommendation of the committee to accept the apparent low bid from Yard Dogs Lawn Care & Landscaping in the amount of \$94,055.00 for the mowing season which is inclusive 35 areas to be maintained.

Funding is identified in Account # 62140324632099 for item 1, 11040334632020 for items 2-14, Project # GP1824 & GP1915 for items 15-34 and 11045154712020 for item 35.

#### Attachments:

- 1. Resolution
- 2. Bid Opening Minutes
- 3. Recommendation Memo
- 4. Pricing Schedule

Funding source appropriate and funds are available

	Y	N	0
Adler	-	_	_
Begley		_	_
Cooper	_		_
George		_	-
McIntire	_	_	-
Olterman	_	_	-
Clark		_	_

#### RESOLUTION NO.

A RESOLUTION AWARDING THE BID FOR MOWING AND TRIMMING SERVICES TO YARD DOGS LAWN CARE & LANDSCAPING AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, bids were opened February 7, 2019, for mowing and trimming services at 35 various locations; and

WHEREAS, upon review of the bids, the board finds Yard Dogs Lawn Care & Landscaping is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to enter into a contract for mowing and trimming services for 35 various locations from Yard Dogs Lawn Care & Landscaping at an estimated cost of \$94,055.00; and

WHEREAS, funding is identified in Account Numbers 62140324632099, 11040334632020, 11045154712020, and Project Numbers GP1824 and GP1915,

Now therefore,

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

SECTION I. That the bid for mowing and trimming services at 35 locations at an estimated cost of \$94,055.00 is awarded to Yard Dogs Lawn Care & Landscaping, and the mayor is authorized to execute an agreement for same and all documents necessary and proper to effectuate the purpose of the agreement.

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

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

ADOPTED this the 19th day of February, 2019.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

#### MINUTES BID OPENING February 7, 2019 4:00 P.M.

Present: Brent Morelock, Procurement Manager; Nikisha Eichmann, Assistant Procurement Manager and Lewis Bausell, Landscape Grounds Supervisor

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

The Procurement Manager opened with the following bids:

	ALTER CONSIGNED		ING & TRIMMING OF VAR			ASSESSMENT OF STREET
tem #:	Manuel Mowing	Earth Effects	Yard Dogs Lawncare	*H & H Property	**KB Lawncare	Precision Lawncard
1	\$ 25.00	\$ 34.97	\$ 30.00	N/A	\$ 100.00	\$ 40.00
2	\$ 75.00	\$149.97	\$ 60.00	N/A	\$ 125.00	\$150.00
3	\$ 50.00	\$ 40.97	\$ 75.00	N/A	\$ 125.00	\$ 50.00
4	\$175.00	\$250.00	\$150.00	N/A	\$1,000.00	\$270.00
5	\$ 60.00	\$ 75.00	\$ \$0,00	N/A	\$ 200.00	\$ 65.00
6	\$ 80.00	\$301.00	\$200.00	N/A	\$1,200.00	\$310.00
7	\$ 28.00	\$ 31.00	\$ 15.00	N/A	\$ 40.00	\$ 20.00
8	\$ 50.00	\$ 67.00	\$ 50.00	N/A	\$ 50.00	\$ 45.00
9	\$ 65.00	\$ 40.00	\$ \$5.00	N/A	\$ 225.00	\$ 80.00
10	\$ 40.00	\$ 5.00	\$ 45.00	N/A	\$ 75.00	\$ 40.00
11	\$ 40.00	\$179.00	\$ 40.00	N/A	\$ 125.00	\$ 50.00
12	\$175.00	\$200.00	\$175.00	N/A	\$ 800.00	\$500.00
13	\$ 32.50	\$290.00	\$ 15.00	N/A	\$ 35.00	\$ 25.00
14	\$ 22.50	\$500.00	\$ 15.00	N/A	\$ 35.00	\$ 25.00
15	\$ 35.00	\$101.00	\$ 55.00	N/A	\$ 150.00	\$ 40.00
16	\$ 30.00	\$200.00	\$ 70.00	N/A	\$ 100.00	\$ 50.00
17	\$ 45.00	\$100.00	\$ 35.00	N/A	\$ 75.00	\$ 50.00
18	\$ 12.50	\$ 20.00	\$ 15.00	N/A	\$ 40.00	\$ 20.00
19	\$150.00	\$ 55.00	\$175.00	N/A	\$ 125.00	\$200.00
20	\$ 60.00	\$ 10.00	\$170.00	N/A	\$ 200.00	\$150.00
21	\$ 60.00	\$299.00	\$ 40.00	N/A	\$ 150.00	\$ 80.00
22	\$300.00	\$500.00	\$300.00	N/A	\$1,415.00	\$550.00
23	\$ 75.00	\$200.00	\$125.00	N/A	\$ 250.00	\$100.00
24	\$ \$5.00	\$100.00	\$100.00	N/A	\$ 350.00	\$175.00
25	\$100.00	\$199.00	\$ 80.00	N/A	\$ 300.00	\$120.00

Precision Lawncare	••KB [WMDC916	H & H Property	Yard Dogs Lawneare	etcoff.El.rhus.E	gniwold lounning	: mail
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00.02 \$	00.00 \$	V/N	2 30.00	00.27 2	2 20.00	12
8 32°00	00'56 \$	V/N	00.02 2	00°57 \$	2 20.00	58
00.0212	00.021 2	V/N	2 40'00	00'001\$	00'521\$	62
00'09 \$	00.001 2	V/N	2 22.00	00.02 2	00'087\$	30
00'001\$	00'051 \$	V/N	00'55 \$	00.02 2	00'\$71\$	16
00'08 \$	00'561 \$	V/N	00'SL \$	00.02 2	00'08 \$	35
00'051\$	00'00E \$	V/N	00'09 \$	00.02 2	00'09 \$	33
00'05 \$	00'051 \$	V/N	00'59 \$	00.02 2	00.05 2	HE
00'001\$	2 100.00	V/N	2145 20	60.76 2	00.08 2	SE

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

#### MEMORANDUM

#### February 12, 2019

TO: Nikisha Eichmann, Assistant Procurement Manager

FROM: Lewis A. Bausell, Landscape Specialist

SUBJECT: Recommendation of Award of Bid for Mowing Services

After reviewing the bids for Mowing Services it is our recommendation we award it as a whole to the apparent overall low bidder – Yard Dogs Lawn Care and Landscaping.

Money is available in the:

- Cost Center 621-4032-463-20-99 for item # 1
- Parks Maintenance Cost Center 110-4033-463-20-20 for items # 2-14
- Kingsport AEP Enhancement line item GP 1824 and then GP1915 for items # 15-34
- Parks & Rec Cost Center 110-4515-471-20-20 for item # 35

If there are any questions please contact me at your convenience.

# PRICING FORM FOR CONTRACT MOWING LOCATIONS 2019

Item #	Qty.	U/M	Locations	Cost Per Mow & Trim
1	1	JB	Mount Claire Cemetery (at end of Mount Claire Road)	\$30
2	1	ЛВ	Riverwalk Park (near Industry Drive)	#60
3	1	ЛВ	Preston Park (Suffolk Street)	B15
4	1	JB	Edinburgh Park (upper and lower areas)	¥ 150
5	1	JB	Rock Springs Community Center (Rock Springs Road)	880
6	1	JB	Lynn View Community Center (does not include inside fenced areas)	\$200
7	1	JB	Highland Park	¥15
8	1	ЛВ	Rotherwood Park	\$50
9	1	JB	Cloud Park	\$85
10	1	JB	Hammond Park	<u>3</u> 45
11	1	JB	Rotary Park	840
12	1	JB	Borden Park	\$175
13	1	ЈВ	Dale Street Park	¥15
14	1	ЛВ	Sevier Street Park	第15
15	1	в	Carousel Park (Clinchfield Street)	#5S
16	1	ЛВ	911 Center (Unicoi Street)	<b>\$</b> 70
17	1	JB	Midland Center (Midland Drive)	\$35
18	1	JB	Cypress Street Lot (Corner off of Fort Henry Drive)	115
19	1	JB	Cleek Road (from Orebank Road to Stone Drive)	B 175
20	1	JB	New Fordtown Road (from intersection to base of I-26 Bridge)	15 170

Page 1

Item #	Qty.	U/M	Locations	Cost Per Mow & Trim
21	1	JB	Rock Springs Walkway (from Rock Springs Valley Road to Cox Hollow Road)	¥40
22	1	JB	Allandale Mansion Grounds	15300
23	1	JB	Lynn Garden Drive Clover Leaf @ Stone Drive	¥125
24	1	JB	Renaissance Center	\$100
25	1	JB	Wilcox Drive from Sullivan Street to East Center Street	4 90
26	1	ЈВ	Netherland Inn Road Roundabout	\$25
27	1	JB	Lincoln Street/East Sullivan Court Intersection	\$20
28	1	JB	Main Street Train Station	\$20
29	1	JB	South Wilcox Drive	<b>\$40</b>
30	1	JB	Sullivan Gardens Parkway	\$ 25
31	1	JB	Wilcox Extension	# 35
32	1	JΒ	Meadowview Parkway	<b>1</b> 5
33	1	JВ	Jennings Drive	\$60
34	1	JB	Boatyard Cemetary	\$65
35	1	JB	Lynn View (inside lower fence, does not include football field)	\$ 142.50

.8



### AGENDA ACTION FORM

## TDOT Grant Contract Amendment Two (Time Extension) for Stone Drive Multi-Modal Access Project Phase 1

To:Board of Mayor and AldermenFrom:Jeff Fleming, City Manage

Action Form No.:AF-30-2019Work Session:February 18, 2019First Reading:N/A

Final Adoption:February 19, 2019Staff Work By:Tim ElseaPresentation By:Ryan McReynolds

### Recommendation:

Approve the Resolution.

### **Executive Summary:**

In April 2017 the Grant Contract with TDOT for Stone Drive Multi-Modal Access Project Phase 1 was amended extending the contract completion date for all phases of this project to December 7, 2019.

It is requested to approve Amendment Two extending the contract completion date to August 31, 2020 which will align the contract completion dates for Phase 1 and Phase 2 Stone Drive Multi-Modal Access projects, which are planned to be bid as one construction project.

TDOT Agreement Number: 150074; PIN: 121997.00; State Project Number: 82LPLM-S3-064.

Attachments: 1. Resolution

Amendment Two
 Map

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

### RESOLUTION NO.

A RESOLUTION APPROVING AMENDMENT TWO FOR GRANT CONTRACT 150074, PIN #121997.00 WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR THE STONE DRIVE MULTI-MODAL ACCESS PROJECT; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

WHEREAS, in December, 2015, the board approved a resolution authorizing the mayor to sign a grant contract with the Tennessee Department of Transportation for the Stone Drive Multi-Modal Access Project Phase 1; and

WHEREAS, in April, 2017, the board approved Amendment One to the contract to extend the time of completion to December 7, 2019; and

WHEREAS, TDOT has requested amending the agreement again with a completion date of August 31, 2020, which will align the contract completion dates for Phase 1 and Phase 2;

Now therefore,

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

SECTION I. That Amendment Two for Grant Contract 150074, PIN# 121997.00, with the Tennessee Department of Transportation for the Stone Drive Multi-Modal Access Project is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vicemayor, 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, Amendment Two of Grant Contract 150074, PIN# 121997.00 with the Tennessee Department of Transportation for the Stone Drive Multi-Modal Access Project and all other documents necessary and proper to effectuate the purpose of the agreement or this resolution, said amendment being generally as follows:

#### AMENDMENT TWO

#### OF GRANT CONTRACT 150074, PIN 121997.00

This Grant Contract Amendment is made and entered by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" and City of Kingsport, hereinafter referred to as the "Grantee." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. Grant Contract section B.1. is deleted in its entirety and replaced with the following: "B. CONTRACT PERIOD:

8.1. The Agency agrees to complete the herein assigned phases of the Project on or before August 31, 2020. If the Agency does not complete the herein described phases of the Project within this time period, this Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of the Agreement. An extension of the term of this Agreement will be effected through an amendment to the Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of the Agreement will not be reimbursed by the Department."

2. Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws

and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

3. Amendment Effective Date. The revisions set forth herein shall be effective------ All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

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

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

#### AMENDMENT TWO OF GRANT CONTRACT 150074, PIN 121997.00

This Grant Contract Amendment is made and entered by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" and City of Kingsport, hereinafter referred to as the "Grantee." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. Grant Contract section B.1. is deleted in its entirety and replaced with the following:

#### B. CONTRACT PERIOD:

- B.1. The Agency agrees to complete the herein assigned phases of the Project on or before <u>August 31, 2020</u>. If the Agency does not complete the herein described phases of the Project within this time period, this Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of the Agreement. An extension of the term of this Agreement will be effected through an amendment to the Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of the Agreement will not be reimbursed by the Department."
- 2. <u>Required Approvals</u>. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- Amendment Effective Date. The revisions set forth herein shall be effective \_\_\_\_\_\_.
   All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

**CITY OF KINGSPORT** 

JOHN CLARK, MAYOR

DATE

PRINTED NAME AND TITLE OF AGENCY SIGNATORY (above)

1

APPROVED AS TO FORM AND LEGALITY

AGENCY ATTORNEY

DEPARTMENT OF TRANSPORTATION:

COMMISSIONER

DATE

APPROVED AS TO FORM AND LEGALITY

JOHN REINBOLD, GENERAL COUNSEL





## AGENDA ACTION FORM

### TDOT Grant Contract Amendments for Phases 1 and 2 of the Stone Drive Multi-Modal Access Project Authorizing the Mayor to Sign all Applicable Documents

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

Action Form No.: AF-34-2019 February 18, 2019 Work Session: First Reading: N/A

Final Adoption: February 19, 2019 Tim Elsea Staff Work By: Presentation By: Ryan McReynolds

#### **Recommendation:**

Approve the Resolution.

#### **Executive Summary:**

Previous BMA actions approved Grant Contracts with TDOT for Phase 1 and Phase 2 of the Stone Drive Multi-Modal Access Project (95% State, 5% Local). City staff and TDOT reviewed the project, and propose amending the scope, to coincide with the appropriated grant funding by decreasing the length of each phase, and transferring funds from Phase 2 to Phase 1. The proposed amended scope is from Fastman Road to Clinchfield Street.

It is recommended to amend both grant contracts with TDOT transferring \$300,000.00 from Phase 2 to Phase 1. Both phases will be bid as one construction project. No additional funds are required from the city for this project.

Amendment One (Phase 2) TDOT Agreement Number: 160089; PIN: 123629.00; State Project Number: 82LPLM-S3-075.

Amendment Three (Phase 1) TDOT Agreement Number: 150074; PIN: 121997.00; State Project Number: 82LPLM-S3-064.

#### Attachments:

- 1. Resolution
- 2. Amendment One (Phase 2)
- 3. Amendment Three (Phase 1)

3. Maps (Original Scope and Amended Scope)

	Y	<u>N</u>	_0
Adler	_	_	_
Begley		_	_
Cooper		_	_
George		_	
McIntire		-	
Olterman	_		
Clark	_		_

#### RESOLUTION NO.

A RESOLUTION APPROVING AMENDMENT ONE FOR GRANT CONTRACT 160089, PIN#123629.00, AND AMENDMENT THREE FOR GRANT CONTRACT 150074, PIN #121997.00 WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR THE STONE DRIVE MULTI-MODAL ACCESS PROJECT; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENTS; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENTS

WHEREAS, in December, 2015, the board approved a resolution authorizing the mayor to sign a grant contract with the Tennessee Department of Transportation (TDOT) for the Stone Drive Multi-Modal Access Project Phase 1; and

WHEREAS, city staff and TDOT reviewed the project, and propose amending the scope, to coincide with the appropriated grant funding by decreasing the length of each phase, and transferring funds from Phase 2 to Phase 1; and

WHEREAS, the proposed amended scope is from Eastman Road to Clinchfield Street; and

WHEREAS, TDOT would like to amend both grant contracts by deleting the Attachment 1 to the agreements, and replacing them with a new Attachment 1, which will transfer \$300,000.00 from Phase 2 to Phase 1.

Now therefore,

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

SECTION I. That Amendment One for Grant Contract 160089, PIN# 123629.00, with the Tennessee Department of Transportation for the Stone Drive Multi-Modal Access Project is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vicemayor, 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, Amendment One for Grant Contract 160089, PIN# 123629.00 with the Tennessee Department of Transportation for the Stone Drive Multi-Modal Access Project and all other documents necessary and proper to effectuate the purpose of the agreement or this resolution, said amendment being generally as follows

## 

OF GRANT CONTRACT 160089, PIN 123629.00

This Grant Contract Amendment is made and entered by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" and City of Kingsport, hereinafter referred to as the "Grantee." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. Grant Contract Attachment 1 is deleted in its entirety and replaced with the new Attachment 1 for Amendment One attached hereto.

2. <u>Required Approvals</u>. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not

limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

3. <u>Amendment Effective Date</u>. The revisions set forth herein shall be effective------ All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

#### [Acknowledgements Deleted for Inclusion in this Resolution]

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

SECTION IV. That Amendment Three for Grant Contract 150074, PIN# 121997.00, with the Tennessee Department of Transportation for the Stone Drive Multi-Modal Access Project is approved.

SECTION V. That the mayor, or in his absence, incapacity, or failure to act, the vicemayor, 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, AmendmentTthree of Grant Contract 150074, PIN# 121997.00 with the Tennessee Department of Transportation for the Stone Drive Multi-Modal Access Project and all other documents necessary and proper to effectuate the purpose of the agreement or this resolution, said amendment being generally as follows:

#### AMENDMENT THREE OF GRANT CONTRACT 150074, PIN 121997.00

This Grant Contract Amendment is made and entered by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" and City of Kingsport, hereinafter referred to as the "Grantee." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. Grant Contract Attachment 1 is deleted in its entirety and replaced with the new Attachment 1 for Amendment Three attached hereto.

2. <u>Required Approvals.</u> The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, **said** officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

3. Amendment Effective Date. The revisions set forth herein shall be effective \_\_\_\_\_\_. All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

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

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

#### AMENDMENT ONE OF GRANT CONTRACT 160089, PIN 123629.00

This Grant Contract Amendment is made and entered by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" and City of Kingsport, hereinafter referred to as the "Grantee." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

- 1. Grant Contract Attachment 1 is deleted in its entirety and replaced with the new Attachment 1 for Amendment One attached hereto.
- <u>Required Approvals</u>. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

IN WITNESS WHEREOF,

**CITY OF KINGSPORT** 

JOHN CLARK, MAYOR

PRINTED NAME AND TITLE OF AGENCY SIGNATORY (above)

APPROVED AS TO FORM AND LEGALITY

AGENCY ATTORNEY

DEPARTMENT OF TRANSPORTATION:

COMMISSIONER

APPROVED AS TO FORM AND LEGALITY

JOHN REINBOLD, GENERAL COUNSEL

DATE

DATE

#### GRANT BUDGET

Agreement Number: 160089 Project Identification Number (PIN): 123629.00 State Project Number: 82LPLM-S3-075

PHASE	GRANT CONTRACT	AGENCY PARTICIPATION	TOTAL PROJECT
NEPA	\$92,245.00	\$4,855.00	\$97,100.00
DESIGN	\$20,330.00	\$1,070.00	\$21,400.00
RIGHT OF WAY	\$0.00	\$0.00	\$0.00
CONSTRUCTION	\$486,335.40	\$25,596.60	\$511,932.00
TDOT ENGINEERING SERVICES	\$29,172.60	\$1,535.40	\$30,708.00
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
GRAND TOTAL	\$628,083.00	\$33,057.00	\$661,140.00

#### AMENDMENT THREE OF GRANT CONTRACT 150074, PIN 121997.00

This Grant Contract Amendment is made and entered by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" and City of Kingsport, hereinafter referred to as the "Grantee." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

- 1. Grant Contract Attachment 1 is deleted in its entirety and replaced with the new Attachment 1 for Amendment Three attached hereto.
- 2. <u>Required Approvals</u>. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- Amendment Effective Date. The revisions set forth herein shall be effective \_\_\_\_\_\_.
   All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

CITY OF KINGSPORT

JOHN CLARK, MAYOR

PRINTED NAME AND TITLE OF AGENCY SIGNATORY (above)

APPROVED AS TO FORM AND LEGALITY

AGENCY ATTORNEY

DEPARTMENT OF TRANSPORTATION:

COMMISSIONER

APPROVED AS TO FORM AND LEGALITY

JOHN REINBOLD, GENERAL COUNSEL

DATE

DATE

#### **GRANT BUDGET**

Agreement Number: 150074 Project Identification Number (PIN): 121997.00 State Project Number: 82LPLM-S3-064

PHASE	GRANT CONTRACT	AGENCY PARTICIPATION	TOTAL PROJECT
NEPA	\$59,672.90	\$3,140.68	\$62,813.58
DESIGN	\$44,827.10	\$2,359.32	\$47,186.42
RIGHT OF WAY	\$0.00	\$0.00	\$0.00
CONSTRUCTION	\$811,209.75	\$42,695.25	\$853,905.00
TDOT ENGINEERING SERVICES	\$31,891.50	\$1,678.50	\$33,570.00
	0.00	0.00	0.00
•	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
GRAND TOTAL	\$947,601.25	\$49,873.75	\$997,475.00







## AGENDA ACTION FORM

## Apply for and Receive a 2019 Traffic Safety Grant from the American Automobile Association (AAA) for Traffic Incident Management Equipment

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

Action Form No.: AF-36-2019 Work Session: February 18, 2019 First Reading: N/A Final Adoption:February 19, 2019Staff Work By:Capt. GorePresentation By:Chief Quillin

Recommendation:

Approve the Resolution.

### **Executive Summary:**

The American Automobile Association (AAA) has created a grant application process to provide law enforcement agencies with funding to purchase traffic safety equipment. The Kingsport Police Department desires to request approximately \$20,475 to be utilized towards the purchase of traffic safety equipment to assist our Traffic Unit in the investigation of serious and/or fatal traffic crashes.

There is no match required. Funding is for a one year period (2019).

#### Attachments:

1. Resolution

	Y	N	0
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 2019 TRAFFIC SAFETY GRANT FROM THE AMERICAN AUTOMOBILE ASSOCIATION

WHEREAS, the city, through the police department, would like to apply for a grant from the American Automobile Association (AAA), which will provide funds to purchase traffic safety equipment to assist the traffic unit in the investigation of serious and/or fatal traffic crashes; and

WHEREAS, the maximum amount of the grant award is \$20,475.00, and the grant requires no local match;

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 Traffic Safety grant funds from the American Automobile Association (AAA), in the amount of \$20,475.00, which requires no local 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 February, 2019.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



### AGENDA ACTION FORM

## Enter into a Lease Agreement with Congressman Phil Roe for Office Space at the Kingsport Center for Higher Education

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

Action Form No.: AF-37-2019 Work Session: February 18, 2019 First Reading: N/A Final Adoption:February 19, 2019Staff Work By:Chris McCarttPresentation By:Chris McCartt

#### Recommendation:

Approve the Resolution.

#### **Executive Summary:**

When the Kingsport Center for Higher Education was planned and constructed, a small space was set aside for lease to an external user. The space has a separate external entrance and parking (as well as an internal access).

Congressman Roe subleased the space as his regional field office from Northeast State Community College for the last 9 years. Since the building is actually owned by the City of Kingsport, the lease is more appropriately executed directly between the city and the Congressman's office. Therefore all monthly payments will be made to the City of Kingsport.

The attached lease agreement and resolution provides for the Congressman to lease the space from the City of Kingsport for a sum of \$22,248 per year (or \$1,854 / month) with this being a two year lease. Northeast State agreed to continue providing custodial services and general facilities maintenance for the Congressman's office as part of its overall agreement to provide service to the entire Kingsport Center for Higher Education. There is no additional charge for this service.

#### Attachments:

- 1. Resolution
- 2. Lease Agreement

 Y
 N
 O

 Adler
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 Begley
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 Cooper
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 George
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 Olterman
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 Clark
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### RESOLUTION NO.

A RESOLUTION APPROVING AN AMENDMENT TO THE TERM OF THE LEASE AGREEMENT WITH U.S HOUSE OF REPRESENTATIVES DISTRICT OFFICE FOR OFFICE SPACE FOR CONGRESSMEN PHIL ROE AT THE KINGSPORT CENTER FOR HIGHER EDUCATION; AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE AMENDMENT; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

WHEREAS, in 2013, the board approved a resolution authorized the mayor to sign an agreement the U.S. House of Representatives for office space leased by Congressmen Phil Roe at the Kingsport Center for Higher Education; and

WHEREAS, Congressmen Roe would like to amend the lease agreement to extend the term for an additional two years, so that the expiration date will be January 2, 2021; and

WHEREAS, the rent remains \$1,854.00 per month.

Now therefore,

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

SECTION I. That an amendment to the agreement to extend the term for two additional years, with U.S. House of Representatives for office space leased by Congressmen Phil Roe at the Kingsport Center for Higher Education is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vicemayor, is authorized and directed to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an amendment to the agreement with U.S. House of Representatives for office space leased by Congressmen Phil Roe at the Kingsport Center for Higher Education for an additional two year term and all other documents necessary and proper to effectuate the purpose of the amendment or this resolution, said amendment being generally as follows:

> U.S. House of Representatives Washington, D.C. 20515 District Office Lease Agreement (Page 1 of 2 – 116th Congress)

**1. Prior Lease Term.** The undersigned Landlord ("Lessor") and Member of the U.S. House of Representatives ("Lessee") agree that they previously entered into a District Office Lease ("Lease") (along with the District Office Lease Attachment), which covered the period from January 3, 2017 to January 2, 2019 for the lease of office space located at 205 Revere Street in the city, state and ZIP of-Kingsport-, Tennessee-37660.

Extended Term. If applicable, the above referenced Lease is extended through and including January 2 20 21. (This District Office Lease Amendment ("Amendment") may not provide for an extension beyond January 2, 2021, which is the end of the constitutional term of the 116th Congress.)
 Rent and Any Other Changes. The monthly rent for the extended term of the Lease shall now be \$1,854.00. All other provisions of the existing Lease shall remain unchanged and in full effect, except for the following additional terms, which are modified as indicated in the space below [If no additional terms are to be modified, write the word "NONE" below].

**4. District Office Lease Attachment for 116th Congress.** This Amendment shall have no force and effect unless and until accompanied by an executed District Office Lease Attachment for the 116th Congress and the District Office Lease Attachment for the 116th Congress attached hereto supersedes and replaces any prior District Office Lease Attachment.

5. Counterparts. This Amendment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.

**6. Section Headings.** The section headings of this Amendment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease Amendment as of the later date written below by the Lessor or the Lessee.

[Acknowledgements Deleted for Inclusion in this Resolution]

U.S. House of Representatives Washington, D.C. 20515 District Office Lease Attachment (Page 2 of 5 - 116th Congress) SECTION B

(Additional Terms and Conditions)

**1.** Incorporated District Office Lease Attachment. Lessor (Landlord) and Lessee (Member/Member-Elect of the U.S. House of Representatives) agree that this District Office Lease Attachment ("Attachment") is incorporated into and made part of the Lease ("Lease") and, if applicable, District Office Lease Amendment ("Amendment") to which it is attached.

2. Performance. Lessor expressly acknowledges that neither the U.S. House of Representatives (the "House") nor its Officers are liable for the performance of the Lease. Lessor further expressly acknowledges that payments made by the Chief Administrative Officer of the House (the "CAO") to Lessor to satisfy Lessee's rent obligations under the Lease - which payments are made solely on behalf of Lessee in support of his/her official and representational duties as a Member of the House - shall create no legal obligation or liability on the part of the CAO or the House whatsoever. Lessee shall be solely responsible for the performance of the Lease and Lessor expressly agrees to look solely to Lessee for such performance.

**3. Modifications.** Any amendment to the Lease must be in writing and signed by the Lessor and Lessee. Lessor and Lessee also understand and acknowledge that the Administrative Counsel for the CAO ("Administrative Counsel") must review and give approval of any amendment to the Lease prior to its execution.

**4.** Compliance with House Rules and Regulations. Lessor and Lessee understand and acknowledge that the Lease shall not be valid, and the CAO will not authorize the disbursement of funds to the Lessor, until the Administrative Counsel has reviewed the Lease to determine that it complies with the Rules of the House and the Regulations of the Committee on House Administration, and approved the Lease by signing the last page of this Attachment.

5. Payments. The Lease is a fixed term lease with monthly installments for which payment is due in arrears on or before the end of each calendar month. In the event of a payment dispute, Lessor agrees to contact the Office of Finance of the House at 202-225-7474 to attempt to resolve the dispute before contacting Lessee.

6. Void Provisions. Any provision in the Lease purporting to require the payment of a security deposit shall have no force or effect. Furthermore, any provision in the Lease purporting to vary the dollar amount of the rent specified in the Lease by any cost of living clause, operating expense clause, pro rata expense clause, escalation clause, or any other adjustment or measure during the term of the Lease shall have no force or effect.

7. Certain Charges. The parties agree that any charge for default, early termination or cancellation of the Lease which results from actions taken by or on behalf of the Lessee shall be the sole responsibility of the Lessee, and shall not be paid by the CAO on behalf of the Lessee.

8. Death, Resignation or Removal. In the event Lessee dies, resigns or is removed from office during the term of the Lease, the Clerk of the House may, at his or her sole option, either: (a) terminate the Lease by giving thirty (30) days' prior written notice to Lessor; or (b) assume the obligation of the Lease and continue to occupy the premises for a period not to exceed sixty (60) days following the certification of the election of the Lessee's successor. In the event the Clerk elects to terminate the Lease, the commencement date of such thirty (30) day termination notice shall be the date such notice is delivered to the Lessor or, if mailed, the date on which such notice is postmarked.

**9. Term.** The term of the Lease may not exceed the constitutional term of the Congress to which the Lessee has been elected. The Lease may be signed by the Member-Elect before taking office.

Should the Member-Elect not take office to serve as a Member of the 116th Congress, the Lease will be considered null and void.

**10. Early Termination.** If either Lessor or Lessee terminates the Lease under the terms of the Lease, the terminating party agrees to promptly file a copy of any termination notice with the Office of Finance, U.S. House of Representatives, O'Neill Federal Building, Suite 3100, Attn: Office of Financial Counseling, Washington, D.C. 20515, and with the Administrative Counsel by e-mail at leases@mail.house.gov.

**11. Assignments.** Lessor shall not have the right to assign (by operation of law or otherwise) any of its rights, interests and obligations under the Lease, in whole or in part, without providing thirty (30) days prior written notice to Lessee, and any such purported assignment without such notice shall be void. Lessor shall promptly file a copy of any such assignment notice with the Administrative Counsel by e-mail at leases@mail.house.gov.

**12.** Sale or Transfer of Leased Premises. Lessor shall provide thirty (30) days prior written notice to Lessee in the event (a) of any sale to a third party of any part of the leased premises, or (b) Lessor transfers or otherwise disposes of any of the leased premises, and provide documentation evidencing such sale or transfer in such notice. Lessor shall promptly file a copy of any such sale or transfer notice with the Administrative Counsel by e-mail at leases@mail.house.gov.

**13.** Bankruptcy and Foreclosure. In the event (a) Lessor is placed in bankruptcy proceedings (whether voluntarily or involuntarily), (b) the leased premises is foreclosed upon, or (c) of any similar occurrence, Lessor agrees to promptly notify Lessee in writing. Lessor shall promptly file a copy of any such notice with the Office of Finance, U.S. House of Representatives, O'Neill Federal Building, Suite 3100, Attn: Office of Financial Counseling, Washington, D.C. 20515, and with the Administrative Counsel by e-mail at leases@mail.house.gov.

14. Estoppel Certificates. Lessee agrees to sign an estoppel certificate relating to the leased premises (usually used in instances when the Lessor is selling or refinancing the building) upon the request of the Lessor. Such an estoppel certificate shall require the review of the Administrative Counsel, prior to Lessee signing the estoppel certificate. Lessor shall promptly provide a copy of any such estoppel certificate to the Administrative Counsel by e-mail at leases@mail.house.gov.

**15. Maintenance of Common Areas.** Lessor agrees to maintain in good order, at its sole expense, all public and common areas of the building including, but not limited to, all sidewalks, parking areas, lobbies, elevators, escalators, entryways, exits, alleys and other like areas.

16. Maintenance of Structural Components. Lessor also agrees to maintain in good order, repair or replace as needed, at its sole expense, all structural and other components of the premises including, but not limited to, roofs, ceilings, walls (interior and exterior), floors, windows, doors, foundations, fixtures, and all mechanical, plumbing, electrical and air conditioning/heating systems or equipment (including window air conditioning units provided by the Lessor) serving the premises. 17. Lessor Liability for Failure to Maintain. Lessor shall be liable for any damage, either to persons or property, sustained by Lessee or any of his or her employees or guests, caused by Lessor's failure to fulfill its obligations under Sections 15 and 16.

**18. Initial Alterations.** Lessor shall make any initial alterations to the leased premises, as requested by Lessee and subject to Lessor's consent, which shall not be unreasonably withheld. The cost of such initial alterations shall be included in the annual rental rate.

**19. Federal Tort Claims Act.** Lessor agrees that the Federal Tort Claims Act, 28 U.S.C. §§ 2671-80, satisfies any and all obligations on the part of the Lessee to purchase private liability insurance. Lessee shall not be required to provide any certificates of insurance to Lessor.

**20. Limitation of Liability.** Lessor agrees that neither Lessee nor the House nor any of the House's officers or employees will indemnify or hold harmless Lessor against any liability of Lessor to any third party that may arise during or as a result of the Lease or Lessee's tenancy.

**21. Compliance with Laws.** Lessor shall be solely responsible for complying with all applicable permitting and zoning ordinances or requirements, and with all local and state building codes, safety codes and handicap accessibility codes (including the Americans with Disabilities Act), both in the common areas of the building and the leased space of the Lessee.

**22. Electronic Funds Transfer.** Lessor agrees to accept monthly rent payments by Electronic Funds Transfer and agrees to provide the Office of Finance, U.S. House of Representatives, with all banking information necessary to facilitate such payments.

**23. Refunds.** Lessor shall promptly refund to the CAO, without formal demand, any payment made to the Lessor by the CAO for any period for which rent is not owed because the Lease has ended or been terminated.

**24.** Conflict. Should any provision of this Attachment be inconsistent with any provision of the attached Lease or attached Amendment, the provisions of this Attachment shall control, and those inconsistent provisions of the Lease or the Amendment shall have no force and effect to the extent of such inconsistency.

**25.** Construction. Unless the clear meaning requires otherwise, words of feminine, masculine or neuter gender include all other genders and, wherever appropriate, words in the singular include the plural and vice versa.

**26.** Fair Market Value. The Lease or Amendment is entered into at fair market value as the result of a bona fide, arms-length, marketplace transaction. The Lessor and Lessee certify that the parties are not relatives nor have had, or continue to have, a professional or legal relationship (except as a landlord and tenant).

**27. District Certification.** The Lessee certifies that the office space that is the subject of the Lease is located within the district the Lessee was elected to represent unless otherwise authorized by Regulations of the Committee on House Administration.

28. Counterparts. This Attachment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.

**29. Section Headings.** The section headings of this Attachment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease Attachment as of the later date written below by the Lessor or the Lessee

[Acknowledgements Deleted for Inclusion in this Resolution]

SECTION III. That the mayor is further authorized and directed 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 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 February, 2019.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY
Washington, D.C. 20515

## District Office Lease Amendment

(Page 1 of 2 - 116th Congress)

- 1. Prior Lease Term. The undersigned Landlord ("Lessor") and Member of the U. S. House of Representatives ("Lessee") agree that they previously entered into a District Office Lease ("Lease") (along with the District Office Lease Attachment), which covered the period from January 3, 2017 to January 2, 2019 for the lease of office space located at 205 Revere Street in the city, state and ZIP of Kingsport, Tennessee 37660
- 2. Extended Term. If applicable, the above referenced Lease is extended through and including January 2, 2021, 2021. (This District Office Lease Amendment ("Amendment") may not provide for an extension beyond January 2, 2021, which is the end of the constitutional term of the 116<sup>th</sup> Congress.)
- 3. Rent and Any Other Changes. The monthly rent for the extended term of the Lease shall now be  $\frac{$1,854.00}{}$ . All other provisions of the existing Lease shall remain unchanged and in full effect, except for the following additional terms, which are modified as indicated in the space below [If no additional terms are to be modified, write the word "NONE" below].

None

- 4. **District Office Lease Attachment for 116<sup>th</sup> Congress.** This Amendment shall have no force and effect unless and until accompanied by an executed District Office Lease Attachment for the 116<sup>th</sup> Congress and the District Office Lease Attachment for the 116<sup>th</sup> Congress attached hereto supersedes and replaces any prior District Office Lease Attachment.
- 5. Counterparts. This Amendment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
- 6. Section Headings. The section headings of this Amendment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

[Signature page follows.]

## U.S. House of Representatives \_\_\_\_\_ Washington, D.C. 20515

## District Office Lease Amendment (Page 2 of 2 – 116<sup>th</sup> Congress)

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease Amendment as of the later date written below by the Lessor or the Lessee.

Print Name of Lessor/Landlord/Company

**Print Name of Lessee** 

Lessee Signature

By:

Lessor Signature

Date

Name: Title:

Date

This District Office Lease Amendment must be accompanied with an executed District Office Lease Attachment.

Washington, D.C. 20515

## **District Office Lease Attachment**

(Page 1 of 5 – 116th Congress)

#### SECTION A (Lease Amenities)

Section A designates whether the leased space will be the Member/Member-Elect's flagship (primary) office and sets forth the amenities provided by the Lessor to be included in the Lease. Except as noted below, the amenities listed are not required for all district offices.

#### To be completed by the Member/Member-elect:

The leased space will serve as my flagship (primary) District Office.

□ The leased space will NOT serve as my flagship (primary) District Office.

#### To be completed by the Lessor:

Amenities are separately listed elsewhere in the Lease. (The below checklist can be left blank if the above box is checked.)

The Lease includes (please check and complete all that apply): (Items marked with an asterisk and in bold are <u>required</u> for ALL district offices for the  $116^{th}$ Congress.)

\* <u>Broadband and/or Cable Access to the Leased Space (e.g. Comcast, Cox, Verizon, etc.)</u>. (Check broadband status by entering the leased space address at <u>https://broadbandmap.fcc.gov.</u> The parties should also directly discuss broadband status.)

X \* Interior Wiring CAT 5e or Better within Leased Space.

Lockable Space for Networking Equipment.

Telephone Service Available.

□ Parking. □ Assigned Parking Spaces

Unassigned Parking Spaces

General Off-Street Parking on an As-Available Basis

Utilities. Includes:

Janitorial Services. Frequency:

Trash Removal. Frequency:

Carpet Cleaning. Frequency:

Window Washing. Window Treatments.

Tenant Alterations Included In Rental Rate.

After Hours Building Access.

Office Furnishings. Includes:

Cable TV Accessible. If checked, Included in Rental Rate: Yes No

Building Manager. Donsite On Call Contact Name:

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Washington, D.C. 20515

## **District Office Lease Attachment**

(Page 2 of 5 - 116th Congress)

#### SECTION B (Additional Terms and Conditions)

- 1. Incorporated District Office Lease Attachment. Lessor (Landlord) and Lessee (Member/Member-Elect of the U.S. House of Representatives) agree that this District Office Lease Attachment ("Attachment") is incorporated into and made part of the Lease ("Lease") and, if applicable, District Office Lease Amendment ("Amendment") to which it is attached.
- 2. Performance. Lessor expressly acknowledges that neither the U.S. House of Representatives (the "House") nor its Officers are liable for the performance of the Lease. Lessor further expressly acknowledges that payments made by the Chief Administrative Officer of the House (the "CAO") to Lessor to satisfy Lessee's rent obligations under the Lease which payments are made solely on behalf of Lessee in support of his/her official and representational duties as a Member of the House shall create no legal obligation or liability on the part of the CAO or the House whatsoever. Lessee shall be solely responsible for the performance of the Lease and Lessor expressly agrees to look solely to Lessee for such performance.
- 3. Modifications. Any amendment to the Lease must be in writing and signed by the Lessor and Lessee. Lessor and Lessee also understand and acknowledge that the Administrative Counsel for the CAO ("Administrative Counsel") must review and give approval of any amendment to the Lease prior to its execution.
- 4. **Compliance with House Rules and Regulations.** Lessor and Lessee understand and acknowledge that the Lease shall not be valid, and the CAO will not authorize the disbursement of funds to the Lessor, until the Administrative Counsel has reviewed the Lease to determine that it complies with the Rules of the House and the Regulations of the Committee on House Administration, and approved the Lease by signing the last page of this Attachment.
- 5. **Payments.** The Lease is a fixed term lease with monthly installments for which payment is due in arrears on or before the end of each calendar month. In the event of a payment dispute, Lessor agrees to contact the Office of Finance of the House at 202-225-7474 to attempt to resolve the dispute before contacting Lessee.
- 6. Void Provisions. Any provision in the Lease purporting to require the payment of a security deposit shall have no force or effect. Furthermore, any provision in the Lease purporting to vary the dollar amount of the rent specified in the Lease by any cost of living clause, operating expense clause, pro rata expense clause, escalation clause, or any other adjustment or measure during the term of the Lease shall have no force or effect.
- 7. Certain Charges. The parties agree that any charge for default, early termination or cancellation of the Lease which results from actions taken by or on behalf of the Lessee shall be the sole responsibility of the Lessee, and shall not be paid by the CAO on behalf of the Lessee.
- 8. Death, Resignation or Removal. In the event Lessee dies, resigns or is removed from office during the term of the Lease, the Clerk of the House may, at his or her sole option, either: (a)

Washington, D.C. 20515

## District Office Lease Attachment

(Page 3 of 5 - 116th Congress)

terminate the Lease by giving thirty (30) days' prior written notice to Lessor; or (b) assume the obligation of the Lease and continue to occupy the premises for a period not to exceed sixty (60) days following the certification of the election of the Lessee's successor. In the event the Clerk elects to terminate the Lease, the commencement date of such thirty (30) day termination notice shall be the date such notice is delivered to the Lessor or, if mailed, the date on which such notice is postmarked.

- 9. Term. The term of the Lease may not exceed the constitutional term of the Congress to which the Lessee has been elected. The Lease may be signed by the Member-Elect before taking office. Should the Member-Elect not take office to serve as a Member of the 116th Congress, the Lease will be considered null and void.
- 10. Early Termination. If either Lessor or Lessee terminates the Lease under the terms of the Lease, the terminating party agrees to promptly file a copy of any termination notice with the Office of Finance, U.S. House of Representatives, O'Neill Federal Building, Suite 3100, Attn: Office of Financial Counseling, Washington, D.C. 20515, and with the Administrative Counsel by e-mail at leases@mail.house.gov.
- 11. Assignments. Lessor shall not have the right to assign (by operation of law or otherwise) any of its rights, interests and obligations under the Lease, in whole or in part, without providing thirty (30) days prior written notice to Lessee, and any such purported assignment without such notice shall be void. Lessor shall promptly file a copy of any such assignment notice with the Administrative Counsel by e-mail at leases@mail.house.gov.
- 12. Sale or Transfer of Leased Premises. Lessor shall provide thirty (30) days prior written notice to Lessee in the event (a) of any sale to a third party of any part of the leased premises, or (b) Lessor transfers or otherwise disposes of any of the leased premises, and provide documentation evidencing such sale or transfer in such notice. Lessor shall promptly file a copy of any such sale or transfer notice with the Administrative Counsel by e-mail at leases@mail.house.gov.
- 13. Bankruptcy and Foreclosure. In the event (a) Lessor is placed in bankruptcy proceedings (whether voluntarily or involuntarily), (b) the leased premises is foreclosed upon, or (c) of any similar occurrence, Lessor agrees to promptly notify Lessee in writing. Lessor shall promptly file a copy of any such notice with the Office of Finance, U.S. House of Representatives, O'Neill Federal Building, Suite 3100, Attn: Office of Financial Counseling, Washington, D.C. 20515, and with the Administrative Counsel by e-mail at leases@mail.house.gov.
- 14. Estoppel Certificates. Lessee agrees to sign an estoppel certificate relating to the leased premises (usually used in instances when the Lessor is selling or refinancing the building) upon the request of the Lessor. Such an estoppel certificate shall require the review of the Administrative Counsel, prior to Lessee signing the estoppel certificate. Lessor shall promptly provide a copy of any such estoppel certificate to the Administrative Counsel by e-mail at leases@mail.house.gov.

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## District Office Lease Attachment

(Page 4 of 5 - 116th Congress)

- 15. Maintenance of Common Areas. Lessor agrees to maintain in good order, at its sole expense, all public and common areas of the building including, but not limited to, all sidewalks, parking areas, lobbies, elevators, escalators, entryways, exits, alleys and other like areas.
- 16. Maintenance of Structural Components. Lessor also agrees to maintain in good order, repair or replace as needed, at its sole expense, all structural and other components of the premises including, but not limited to, roofs, ceilings, walls (interior and exterior), floors, windows, doors, foundations, fixtures, and all mechanical, plumbing, electrical and air conditioning/heating systems or equipment (including window air conditioning units provided by the Lessor) serving the premises.
- 17. Lessor Liability for Failure to Maintain. Lessor shall be liable for any damage, either to persons or property, sustained by Lessee or any of his or her employees or guests, caused by Lessor's failure to fulfill its obligations under <u>Sections 15</u> and <u>16</u>.
- 18. Initial Alterations. Lessor shall make any initial alterations to the leased premises, as requested by Lessee and subject to Lessor's consent, which shall not be unreasonably withheld. The cost of such initial alterations shall be included in the annual rental rate.
- **19.** Federal Tort Claims Act. Lessor agrees that the Federal Tort Claims Act, 28 U.S.C. §§ 2671-80, satisfies any and all obligations on the part of the Lessee to purchase private liability insurance. Lessee shall not be required to provide any certificates of insurance to Lessor.
- 20. Limitation of Liability. Lessor agrees that neither Lessee nor the House nor any of the House's officers or employees will indemnify or hold harmless Lessor against any liability of Lessor to any third party that may arise during or as a result of the Lease or Lessee's tenancy.
- 21. Compliance with Laws. Lessor shall be solely responsible for complying with all applicable permitting and zoning ordinances or requirements, and with all local and state building codes, safety codes and handicap accessibility codes (including the Americans with Disabilities Act), both in the common areas of the building and the leased space of the Lessee.
- 22. Electronic Funds Transfer. Lessor agrees to accept monthly rent payments by Electronic Funds Transfer and agrees to provide the Office of Finance, U.S. House of Representatives, with all banking information necessary to facilitate such payments.
- 23. **Refunds.** Lessor shall promptly refund to the CAO, without formal demand, any payment made to the Lessor by the CAO for any period for which rent is not owed because the Lease has ended or been terminated.
- 24. Conflict. Should any provision of this Attachment be inconsistent with any provision of the attached Lease or attached Amendment, the provisions of this Attachment shall control, and those inconsistent provisions of the Lease or the Amendment shall have no force and effect to the extent of such inconsistency.

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## **District Office Lease Attachment**

(Page 5 of 5 - 116th Congress)

- 25. Construction. Unless the clear meaning requires otherwise, words of feminine, masculine or neuter gender include all other genders and, wherever appropriate, words in the singular include the plural and vice versa.
- 26. Fair Market Value. The Lease or Amendment is entered into at fair market value as the result of a bona fide, arms-length, marketplace transaction. The Lessor and Lessee certify that the parties are not relatives nor have had, or continue to have, a professional or legal relationship (except as a landlord and tenant).
- 27. District Certification. The Lessee certifies that the office space that is the subject of the Lease is located within the district the Lessee was elected to represent unless otherwise authorized by Regulations of the Committee on House Administration.
- 28. Counterparts. This Attachment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
- 29. Section Headings. The section headings of this Attachment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease Attachment as of the later date written below by the Lessor or the Lessee.

Print Name of Lessor/Landlord	Print Name of Lessee		
By: Lessor Signature Name: Title:	Lessee Signature		
Date	Date		
rom the Member's Office, who is the point of contact for qu ame Sheila Houser Phone (423) 247-8161	estions? E-mail_shella.houser@mail.house.gov		
his District Office Lease Attachment and the attac pproved, pursuant to Regulations of the Committe	hed Lease or Amendment have been reviewed and are e on House Administration.		
igned (Administrative Counsel)	Date, 20		
	217 Ford House Office Building, Washington, D.C. 20515. ne faxed to 202-225-6999.		

		ouse of Representatives		
Sut		dor/Miscellaneous Payment En	rollment Form	
States Government to provid	, 31 U.S.C. 3322, 31 CFR 210 and the 199 e a Tax Identification Number (TIN) and I	INSTRUCTIONS 96 Debt Collection Improvement Act require all ent Electronic Funds Transfer (EFT) information for pa ther purpose than to pay you. Please complete all s	syment. PL 93-579 protects your privacy	
RETURN FORM TO:	vendorEFT@mail.house.g	JOV FAX NUMBER	: (202) 225-6914	
SECTION I	UNITED STATES HOUSE	OF REPRESENTATIVES INFOR	MATION	
ADDRESS	the second se	COUNTING, 3110 O'NEILL HOUSE OFFICE BUILDING, W		
AGENCY IDENTIFIER	53-6002523 AGE	ENCY LOCATION CODE 4832	TELEPHONE NUMBER (202) 226-2277	
SECTION II	PAYEE/COMP	ANY INFORMATION		
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		SOCIAL SECURITY NUMBER (SSN)	EMPLOYER TAX ID NUMBER (EIN)	
			or	
CONTACT PERSON NAME	910	PURCHASE ORDER ADDRESS/CITY/STATE		
EMAIL		PO EMAIL		
TELEPHONE NUMBER	FAX NUMBER	TELEPHONE NUMBER	FAX NUMBER	
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SECTION V	the second se	ATA BY PAYEE/COMPANY		
NAME		TITLE/POSITION		
SIGNATURE	DATE	TE	LE	

USHR v. 112017 ms

#### Instructions for Completing U.S. House of Representatives Substitute W-9 and ACH Vendor/Miscellaneous Payment Enrollment Form

Section I - Agency Information – Includes the name and address, agency identifier, agency location code and telephone number for the House of Representatives.

Section II - Payee/Company Information – Print or type the name of the payee/company and address that will receive payment, social security or taxpayer ID number, contact person name, telephone number and email of the payee/company. Print or type the purchase order and remit to addresses if different from the payee/company address. Check the appropriate boxes for federal tax classification.

Section III - Financial Institution Information – Print or type the name and address of the payee/company's financial institution who will receive the ACH payment, ACH coordinator name and telephone number, nine-digit routing transit number, depositor (payee/company) account title and account number. Check the appropriate box for type of account. Payee/Company may include a voided check with this form.

#### ACH Account Information Located on a Check or Deposit Ticket

FINANCIAL INSTITUTION NAME	name of the financial institution to which the payments are to be directed
ROUTING TRANSIT NUMBER (RTN)	financial institution's 9 digit routing transit number; found on the bottom of a check or deposit ticket or from your Financial Institution
ACCOUNT TITLE	employee's or vendor's name on the account

#### ACCOUNT NUMBER

account number at the financial institution



- Routing Transit Number (RTN)

   nine digits located between two symbols. This number identifies the bank holding your account and check processing center.
- Account number this is your complete account number. Your account number can be up to 17 digits. Please include leading zeros.
- ACH Routing Transit Number Automated Clearing House routing number, use this number for your Routing Transit Number (RTN) if you bank with SunTrust Bank.
- 4. Check number This information is not necessary do not provide

Section IV - Socio-Economic Information – Check the boxes for each category, if applicable: type of business, small disadvantaged business program, HUBZone program, emerging small business, women-owned business, other preference programs, Veteran owned status and size of business. Detailed information related to Small Business programs can be found at <u>http://www.sba.gov/</u>.

Section V - Certification of Data By Payee/Company – Print or type the name, title/position and phone number of the Authorized official. The Authorized official must sign and date the form.



## AGENDA ACTION FORM

## Award the Bid for School Nutrition Grocery and Beverage Items to Gordon Food Service

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

Action Form No.: AF-38-2019 February 18, 2019 Work Session: N/A First Reading:

February 19, 2019 Final Adoption: Committee Staff Work By: Presentation By: David Frye /Jennifer Walker

### **Recommendation:**

Approve the Resolution.

### **Executive Summary:**

Kingsport City Schools Nutrition Services administers a contract for Grocery Items and Beverages to maintain a continual supply of items for the Kingsport City Schools. The bids were opened on December The bids were reviewed by School Nutrition and a 18, 2019 with two bidders responding. recommendation was presented to the Board of Education on February 12, 2019 to award the contract to the lowest compliant bidder, Gordon Food Service. The Board of Education approved the recommendation. Kingsport City Schools Nutrition Services is now requesting the Board of Mayor and Alderman approve the resolution to award Gordon Food Service the bid for the not to exceed contract amount of \$1,350,000.00 and authorize the Mayor to sign all applicable documents.

This contract will have an initial term of March 1, 2019 thru February 29, 2020. The bid documents 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.

Funding will be provided by School Nutrition Services budget.

### Attachments:

- 1. Resolution
- 2 Bid Minutes
- Letter of Recommendation 3.
- 4 Contract

Funding source appropriate and funds are available:

	<u>Y</u>	<u>N</u>	_0
Adler	_		<u> </u>
Begley	-	÷	
Cooper			_
George		-	-
McIntire	-	-	_
Olterman		_	_
Clark		_	_

#### RESOLUTION NO.

A RESOLUTION AWARDING THE BID FOR SCHOOL NUTRITION GROCERY AND BEVERAGE ITEMS TO GORDON FOOD SERVICE AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, bids were opened December 18, 2018, for provide food and beverage products to the Kingsport City School Nutrition Services for the period of March 1, 2019, through February 28, 2020; and

WHEREAS, the Board of Education reviewed the bids and approved the recommendation of staff; and

WHEREAS, upon review of the bids, the board finds Gordon Food Service is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to enter into an agreement for the purchase of various food and beverage items from Gordon Food Service at an estimated amount not to exceed \$1,350,000.00; and

WHEREAS, the terms of the agreement 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; and

WHEREAS, funding is identified in the school nutrition services budget;

Now therefore,

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

SECTION I. That the bid for the various food and beverage items for Kingsport City School Nutrition Services at a cost not to exceed \$1,350,000.00 is awarded to Gordon Food Service, and the mayor is authorized to execute an agreement for same and all documents necessary and proper to effectuate the purpose of the agreement.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an agreement with Gordon Foods for food and drink items for the Kingsport City School Nutrition Services for the period of March 1, 2019, to February 28, 2020, and all other documents necessary and proper to effectuate the purpose of the amendment 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 February, 2019.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

## MINUTES BID OPENING December 18, 2018 4:00 P.M.

Present: Brent Morelock, Procurement Manager; and Michelle Ramey, Assistant Procurement Manager, Schools

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

The Procurement Manager opened with the following bids:

GROCERY ITEMS AND BEVERAGES -	SCHOOL NUTRITION SERVICES	
Vendor:	Extended Price per Case	
Institutional Wholesale Co., Inc. (IWC)	\$1,348,398.91	
Gordon Food Service	\$1,276,102.96	

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: Board of Mayor and Alderman

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

**DATE:** 02/07/2019

**RE:** Grocery and Beverage Items Bid

Recommendation: Approve the Resolution to Award bid to Gordon Food Service

The City of Kingsport for its School Nutrition Services Program advertised an invitation to bid for grocery and beverage items in the Kingsport Times News on Sunday, November 18, 2018. The invitation to bid was posted on the City of Kingsport website for 30 days. Bids were accepted and opened on Tuesday, December 18, 2018 at 4:00pm. IWC Food Service and Gordon Food Service submitted bids for consideration and the opportunity to enter into an agreement with the City of Kingsport for its School Nutrition Services Program effective March 1, 2019. This agreement will provide a continuous supply of grocery and beverage items for the City of Kingsport School Nutrition Services Program. 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. Both bids are compliant and provided pricing for all four hundred and twelve specified items or equivalents. An analysis of both bids revealed Gordon Food Service bid calculates \$55,147.59 dollars less at \$1,276,222.43 compared to IWC Food Service bid of \$1,331,370.02. Kingsport City Schools School Nutrition Services is recommending the board approve the resolution to award the bid contract to Gordon Food Service and enter into an agreement for the term of March 1, 2019 – February 29, 2020, for the not to exceed amount of \$1,350,000.00 dollars.

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.

STUDENT FOCUSED ... WORLD CLASS Facebook: KptSchools Twitter: @KCS\_District

WWW.K12K.COM

### CONTRACT

This Contract, made and entered into on this the 1st day of March 2019, by and between the CITY OF KINGSPORT, TENNESSEE, a municipal corporation, duly organized and existing under and by virtue of the laws of the State of Tennessee, with situs in Sullivan County, Tennessee, hereinafter referred to as the City, party of the first part, and GORDON FOOD SERVICE, hereinafter referred to as the Contractor, party of the second part.

#### WITNESSETH:

WHEREAS, the City has taken all steps required by law for the purchase of certain commodities, to-wit:

## **GROCERY AND BEVERAGE ITEMS FOR THE CITY OF KINGSPORT SCHOOL** NUTRITION PROGRAM

as stated in bid documents - all in a proper manner as set forth herein; and has advertised, requested and received bids, as required by law, which bids, being sealed, were opened on the 18th day of December 2018; and the City accepted the proposal or bid of the Contractor herein, all of which is set forth in the minutes of said meeting, to which reference is here made.

*NOW*, *THEREFORE*, in consideration of the promises, and for the further considerations hereinafter mentioned, this contract is hereby mutually understood and agreed to by and between the parties hereto for themselves, their personal representatives, successors and/or assigns.

**SECTION 1. SCOPE OF THE CONTRACT.** The party of the second part shall furnish all the materials and will perform all the work as provided by the following enumerated specifications and documents, which are attached hereto and made a part hereof, as it is fully copied and contained herein:

- 1. Bid Invitation as published in the "Kingsport Times-News" on November 18, 2018.
- 2. Specifications on file in the office of the City Manager and previously sent to the Contractor.

The party of the second part shall defend, indemnify and save harmless the City of Kingsport from any and all claims and suits for injury to person or property arising out of the performance of this Contract, caused by the acts or omissions of the Contractor, its agents, employees or sub-contractors, excepting bodily injury or property damage caused by the sole negligence of the City of Kingsport, its agents or employees.

**SECTION 2. CONTRACT TERM.** The work to be performed under this Contract shall be from March 1, 2019 to February 29, 2020. The Contract will be awarded for a period of one (1) year with a renewal option on an annual basis in one (1) year increments up to three (3) additional terms providing all terms, conditions and cost are acceptable to both parties. Bid prices will <u>not</u> change during the contract term. Only at renewal will price increases be considered as long as support documents for increase are provided. The City reserves the right to re-bid at the end of any contract period. This Agreement shall terminate at the end of the contract year, February 29, 2020. Additional annual term(s), each of which said term shall expire at the end of the then current contract year, shall be at the sole option of the City of Kingsport. If not renewed, for reason of Funding Out (which means school has insufficient funds to pay at June 30), School shall have no obligation to pay any additional costs and School shall surrender all rights and interest

in any asset(s) which are not fully owned by School to Company. Except for the Maintenance Component and charges based upon the usage of the Equipment, the balance of the monthly payment owed by the School shall be consistent during the term(s) of the Agreement.

SECTION 3. THE CONTRACT PRICE. The City shall pay, in current fund, the Contractor for the performance of this Contract on the basis of the unit price cost per unit, as set forth in SECTION 1 above, and as set out and stipulated in the bid or proposal of said Contract, and the total cost of ONE MILLION THREE HUNDRED FIFTY THOUSAND DOLLARS AND NO CENTS (\$1,350,000.00) is a not-to-exceed cost, based upon the estimated number of units required for the performance of this Contract and in the event there is any variation in the units actually required in the performance of this Contract, and the estimate made above, then the unit price shall in all things control, so that the total estimated cost of ONE MILLION THREE HUNDRED FIFTY THOUSAND DOLLARS AND NO CENTS (\$1,350,000.00) is subject to being increased in the event the units required for this Contract are greater than that estimated, and is subject to being decreased in the event said units are less than that estimated; which said payment, based upon the unit costs mentioned above, shall be full compensation for all materials and supplies furnished, and all labor done by the Contractor under and pursuant to this Agreement, and said sum shall also pay for all losses or damages of the Contractor arising out of the nature of the work, and for any and all expenses incurred in consequence of the work under this Contract, and for the well and faithful performance of said Contract.

**SECTION 4. METHOD OF PAYMENT.** Accounts will close on the last school day of each month. Statements should be forwarded to the office no later than the third working day after closing the month. The vendor will furnish a monthly recap of all purchased items as they are listed on the purchase order by the third working day after closing the month. The vendor will furnish a yearly recap of all purchased items by the third working day after orders have ended for the school. The contractor will provide credit memos monthly no later than the third working day after closing the month.

Invoicing: All invoices and statements will be sent to Kingsport City School Nutrition Services, 400 Clinchfield Street, Suite 200, Kingsport, Tennessee 37660.

SECTION 5. INSURANCE. The Contractor aforesaid shall at all times keep in full force and effect, during the life of this Contract, Worker's Compensation Insurance in accordance with Title 50, Tennessee Code Annotated and all Amendatory Acts thereto, covering all of the employees during the progress of said performance of Contract, and to furnish the City satisfactory evidence that he has in full force and effect such insurance on all of his employees used in the Also, the Contractor shall have execution and carrying out the work under this Contract. comprehensive general public liability insurance in amounts acceptable to the City. The Contractor will furnish comprehensive automobile liability insurance and furnish the City with certificates of insurance or policies and maintain the insurance in such form as shall be satisfactory to the City. The Contractor shall obtain and maintain owners liability insurance specifically naming City as the insured to defend, indemnify and save harmless the City of Kingsport from any and all claims and suits for injury to persons, including death, or property damage arising out of the performance of the Contract caused in any way by the acts or omissions of the Contractor or the Contractor's agents, employees, or sub-contractors during or in connection with the Contract performance, excepting bodily injury or death or property damage caused by the sole negligence of the City of Kingsport, its agents or employee.

**SECTION 6. SERVICE LEVEL.** The contractor shall fill all original orders at a monthly average of 97% or above on the scheduled delivery day. The remaining 3% shall be delivered within 24 hours of the scheduled delivery day.

Reports: Monthly and Year-to-Date utilization reports shall be issued to the City of Kingsport school district monthly. These reports shall be submitted for total quantity delivered per item in terms of bid units per school delivery point and a combined district total.

Records: All contractors are required to keep records for three years after the City of Kingsport makes final payment and all other pending matters are closed. Contractors must agree that the School Food Authority, the State Agency, the United State Department of Agriculture, or Comptroller General may review any books, documents, papers, and records of the contractor which are directly pertinent to all negotiated contracts.

Delivery Time and Place: Deliveries shall be required to the following sites.

The Contractor is required to provide the names of the drivers and finalize plans for the year within two weeks of contract award for first orders for delivery on or before March 1, 2019.

- A required delivery schedule follows: (All Addresses are Kingsport, TN)
  - Mondays (Start at 6:00am and <u>all must be delivered before 12:00pm</u>)
    - Ross N Robinson Middle School 1517 Jessee Street
    - John Sevier Middle School 1200 Watree Street
    - George Washington Elementary School 1100 Bellingham Drive
    - Theodore Roosevelt Elementary School 1051 lake Street
    - John F Kennedy Elementary School 1500 Woodland Avenue
    - Andrew Jackson Elementary School 600 Jackson Street
    - John Adams Elementary School 2727 Edinburgh Channes Road
  - Thursdays (Start at 6:00am and <u>all must be delivered before 12:00pm</u>)
    - Dobyns Bennett High School 1800 Legion Drive
    - Andrew Johnson Elementary School 1001 Ormond Drive
    - Thomas Jefferson Elementary School 2216 Westmorland Avenue
    - Abraham Lincoln Elementary School 1000 Summer Street

\*\* Exceptions to the delivery times due to Emergency, Holiday or Weather must be pre-approved on a case by case basis by the Supervisor of School Nutrition Services. Vendor will be required to reschedule delivery with School Nutrition Supervisor when Schools are closed or delayed due to weather conditions.

We reserve the right to refuse deliveries that are delivered late or do not meet specifications. The delivery must be documented with a legible invoice with the correct bid price, quantity and extension. The manager or their designee must sign all invoices at the time of delivery. Unsigned invoices will NOT be paid. It is requested that the successful bidder provide duplicate order forms for the convenience of both parties.

No substitutions of delivery days or times can be made without prior approval of the Supervisor of School Nutrition Services Program. <u>Delivery schedules will be altered to</u> <u>meet holiday and snow day schedules</u>. They will be made FOB destination to each school. Stock is to be placed adjacent to the appropriate storage area as designated by the Cafeteria Manager or their designee.

If applicable, deliveries must be made in mechanically refrigerated truck maintaining an appropriate temperature for the items being shipped (below freezing for frozen goods, 40 degrees F and below for other refrigerated perishables, etc.) and according to HACCAP (Hazard Analysis and Critical Control Points). The City of Kingsport reserves the right to reject the use of any equipment by a carrier if it is not in a clean, sanitary condition suitable for the transport of food items, supplies, etc.

To assist drivers and authorize school to expedite receiver accuracy of quantities of each item, brand, and code numbers of each item and condition of merchandise, the invoice will list foods and beverages in order as pulled from truck and placed in the warehouse for delivery verification. Each delivery ticket will be rendered in duplicate and shall be signed by a designated school receiver. No invoice will be paid without designated school receiver or designee's signature. Variations from the norm, i.e., shortages, damages, etc., shall be noted on each ticket by the designated school receiver and initialed by both the truck driver and school receiver. The contractor shall be required to issue credits for errors not detected at the time of delivery.

Special or intermediate deliveries will be required if a contractor fails to deliver a product on a regularly scheduled delivery and/or in emergency situations when meal counts are higher than projected.

Drivers shall wear company uniforms and/or I.D. badges.

- A. If a contractor is unable to deliver a prior approved substitute product, the City of Kingsport School System shall, in good faith and in its sole discretion, purchase a product of equal or greater quality from another source. The supplier shall be responsible and liable for the difference in the cost between the amount paid for the substituted product and the amount which would have been paid had the product been delivered. The supplier shall not be entitled to complain that the substitute product could have been purchased at a lower price.
- B. Delivering brands that are not pre-approved may be reason for rejection of the product, termination of the contract, and shall be considered non-delivery of product.

Fiscal Funding: If the effective dates of this proposal extend beyond June 30 of the current fiscal year, it shall be understood that purchases in the next fiscal year are conditional on the receipt of federal and/or state funds. In the event of the discontinuance or a decrease in federal and/or state funds, the City of Kingsport School System reserves the right to change the item identifications, decrease the quantities, and/or delete items.

**SECTION 7. TERMINATION OF CONTRACT.** Failure on the part of the City of Kingsport School System, or the contractor, to comply with the provisions of this contract may result in contract termination.

Each party shall follow the procedure outlined below, if a contract is to be terminated: Step 1 - Issue warning letter and outline violations and length of time to correct the problem. Step 2 - Issue letter of Intent to Cancel Contract, if problem is not resolved by given date. Step 3 - Issue letter to cancel contract.

**SECTION 8. BUYER CONTRACT RELATIONSHIP.** Under arrangements of this contract, a contractor is in essence "hired" as a buyer for the City of Kingsport School System. In this respect, it is the contractor's responsibility to maintain the best interest of the City of Kingsport School System with respect to the following:

A. Interface with packers on problems relating to product pack and quality.

B. Make purchases of specified items at the lowest price, including freight.

C. Maintain a constant search for substitute items which offer better values.

D. Promote the introduction of new items, either by packer or distributor representatives.

E. Organize and conduct clinics for City of Kingsport Supervisor of School Nutrition and/or cafeteria managers, conducted by packer representatives on item usage and preparation.

### SECTION 9. STANDARD CONTRACT CONDITIONS.

- A. This contract shall be governed in all respects as to validity, construction, capacity, performance, or otherwise by the laws of the State of Tennessee. Any action brought in law or in equity to enforce any provision of the entire Agreement shall be filed in the appropriate state court in Sullivan County, Tennessee. In any action to enforce this Agreement, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorney's fees.
- B. Contractors providing service herewith, assures the City of Kingsport school district that they are conforming to the provisions of the Civil Rights Act of 1964, as amended.
- C. Contractors shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Labor Regulations (41 CFR Part 60).
- D. State Sales and Use Tax Certificate of Exemption form will be issued upon request. Sales tax shall not be included in prices.
- E. Contractor shall comply with applicable federal, state, and local laws and regulations pertaining to wages, hours, and conditions of employment. In connection with contractor's performance of work under this contract, contractor agrees not to discriminate against any employee(s) or applicant(s) for employment because of age, race, religious creed, sex, national origin, or handicap.
- F. The contractor agrees to retain all books, records, and other documents relative to this agreement for three (3) years after final payment. The City of Kingsport, its authorized agents, and/or state/federal representatives shall have full access to, and the right to examine any of said materials during said period. If an investigation or audit is in progress, records shall be maintained until stated matter is closed.
- G. Contractor shall comply with all applicable standards, order, or requirements issued under Section 306 of the Clear Air Act (42 U.S.C. 1857 [h]), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR Part 15), which prohibit the use under non-exempt federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities.
- H. Contractor must comply with mandatory standards and policies related to energy efficiency which are contained in the State Energy Plan issued in compliance with the Energy Policy and Conservation Act (PL 94-165.

### SECTION 10. PRODUCT REQUIREMENTS.

- 1. Item Identification (ID): The item identifications (descriptions) listed herein are not specifications. Product identifications are limited to requirements which can be verified on delivery or information essential for communication between contractor and City of Kingsport School System. For example, "U.S." Grades are generally not specified unless there is a grade shield on the container or the product is accompanied by an inspection certificate. The use of pre-approved brands makes it unnecessary to utilize detailed specifications.
- 2. Product Protection Guarantees: School Districts/ Systems have "automatic" product protection recourse against suppliers for products which are misrepresented. According to federal regulations, the supplier whose name and address appear on the package is the responsible party. Contractors are expected to take immediate action to correct any situation in which product integrity is violated.
- 3. Import Products: Products which are canned or packed outside of the United States will not be accepted. Please note this rule applies to "Private Labels" as well as other labels. The intent of the City of Kingsport School System is to follow the Buy America Provisions of PL100-237. The contractor agrees to abide by the Buy American Provision of the William F. Goodling Nutrition Reauthorization Act of 1998. Policy memoranda 210.21-14 and 220.17-01.
- 4. Quality and Yield Assurance: A quality and yield assurance letter from the manufacturer must be received by the City of Kingsport Supervisor of School Nutrition stating the guarantee that their product meets the required quality and yield specifications. The CN Label Information is to be included.

For all canned and frozen fruits and vegetables the successful bidder agrees to provide the manufacturer's label codes for USDA quality grades.

The City of Kingsport Supervisor of School Nutrition retains the right to check compliance on any item. A sample of the product will be shipped to an USDA Acceptance Laboratory for verification of the USDA quality grade. Compliance for yield will be made by the City of Kingsport Director of School Nutrition and/or managers on a random basis.

If the analysis indicates that the product meets the USDA quality grade and/or yield specifications, the City of Kingsport Supervisor of School Nutrition will bear the cost of the analysis. If the analysis indicates that the product does not meet the USDA quality grade and/or yield specified, the following penalties will be administered as a minimum:

- a. The Contractor will bear the cost of the analysis.
- b. The Contractor will replace the entire product for all schools within the system for the delivery period without cost even though part of the product had to be or was used. The replacement product must meet the USDA quality grade and yield specifications. The remainder of the rejected product must be picked up without cost to the City of Kingsport School System.
- 5. Samples: In order to evaluate a new product, the new product will be provided at the expense of the Contractor. The first sample should be presented to the City of Kingsport Supervisor of School Nutrition. If the product is feasible for use in the program, samples may be requested for City of Kingsport School Nutrition Managers

and supervisors to evaluate. Samples will be available (upon request) for a student panel evaluation of a product at designated school locations.

If requested, samples must be furnished within 24 hours. For all additional items submitted must also have a Nutrition Facts Label, and ingredient statement, and/or a CN label or Products Formulation Statement on Manufacturer's letterhead. This documentation MUST demonstrate how the product contributes to the meal pattern requirements and provide calories, saturated fat, trans fat, and sodium contribution per serving.

- 6. Approved Brands: The "Approved Brand" space on the product lists indicates one of the following:
  - A. Product identification is in itself sufficient, in the case of certain generic items such as pork chops. The words "packer label" may appear in the approved brands column and the contractor may bid any label.
  - B. The Contractor shall supply the appropriate label for grade specified for canned and frozen fruits and vegetables. The potential contractor shall supply 1<sup>st</sup> Quality Label only.
  - C. Items not covered by instructions 4-A or 4-B above will have manufacturer's name and product number under "brands". Potential contractors may propose only those products which are pre-approved. This instruction most frequently applies to meat items. In some instances where "private label" is normally bid, the potential contractor will choose to offer a quote on a national brand, in these instances, the national brand must be pre-approved.
  - D. The successful contractor shall notify the City of Kingsport school district when a brand change is appropriate. The successful contractor shall obtain the best price when a brand change is submitted for approval.
- 7. Item Substitutions/Changes:

The School District reserves the right to make brand changes at any point during the contract for the following reasons to include, but not limited to, decrease in sales, quality control issues, customer complaints, or additions of approved brands. When requesting a brand change, the School Nutrition Services Department shall ask the distributor to submit pricing on other approved brands.

8. Nutrition Compliance

A. Products with Low-fat and Low-sodium nutrition claims are preferred when available.

B. Food products and ingredients used to prepare schools meals must contain zero grams of trans fat (less than 0.5 grams) per serving. Documentation for food products and food ingredients must indicate zero grams of trans fat per serving. The Nutrition Facts Panel must indicate zero trans fat.

C. Effective July 1, 2014, all grain products must meet the whole grain-rich criteria for the school meal programs and contain 100 percent whole grain or a blend of whole-

grain meal and/or flour and enriched meal and/or flour of which at least 50 percent is whole grain. The remaining 50 percent or less of grains, if any, must be enriched.

D. Ready-to-Eat (RTE) breakfast cereals must list a whole grain as the primary ingredient and the cereal must be fortified. RTE cereals that are made from 100 percent whole grains are not required to be fortified. If the product includes enriched ingredients, or if the product itself is enriched, the ingredients or the product must meet the Food and Drug Administration's standards of identify for enrichment (21 CFR Section 137).

E. USDA recently published practical, science-based nutrition standards for snack foods and beverages sold to children at school during the school day. The standards, required by the Healthy, Hunger-Free Kids Act of 2010, will allow schools to offer healthier snack foods to children, while limiting junk food.

F. Nutrition Standards for Foods

Any food sold in schools must:

1. Be a "whole grain-rich" grain product; or

2. Have as the first ingredient a fruit, a vegetable, a dairy product, or a protein food; or

3. Be a combination food that contains at least  $\frac{1}{4}$  cup of fruit and/or vegetable; or

4. Contain 10% of the Daily Value (DV) of one of the nutrients of public health concern in the 2010 Dietary Guidelines for Americans (calcium, potassium, vitamin D, or dietary fiber).\*

### G. Foods must also meet several nutrient requirements:

•	Calorie limits:	0	Snack items: $\leq 200$ calories
		0	Entrée items: $\leq$ 350 calories
•	Sodium limits:	0	Snack items: $\leq 230 \text{ mg}^{**}$
		0	Entrée items: $\leq$ 480 mg
•	Fat limits:	0	Total fat: ≤35% of calories
		0	Saturated fat: < 10% of calories
		0	Trans fat: zero grams

• Sugar limit:  $^{\circ} \leq 35\%$  of weight from total sugars in foods \*On July 1, 2016, foods may not qualify using the 10% DV criteria.

\*\*On July 1, 2016, snack items must contain  $\leq$  200 mg sodium per item

Current/ applicable regulations for grains used in the School Breakfast Program (SBP) and National School Lunch Programs (NSLP)can be found at <a href="http://www.fns.usda.gov/cnd/Governance/Policy-Memos/2012/SP30-2012os.pdf">http://www.fns.usda.gov/cnd/Governance/Policy-Memos/2012/SP30-2012os.pdf</a>. As regulations change, additional information is available at <a href="http://www.fns.usda.gov/cnd">www.fns.usda.gov/cnd/Governance/Policy-Memos/2012/SP30-2012os.pdf</a>. As regulations change, additional information is available at <a href="http://www.fns.usda.gov/cnd">www.fns.usda.gov/cnd/Governance/Policy-Memos/2012/SP30-2012os.pdf</a>. As regulations change, additional information is available at <a href="http://www.fns.usda.gov/cnd">www.fns.usda.gov/cnd</a>. All SNP operators are required to follow regulations in place at time of purchase. As those regulations change, there may be a need to revise product requirements. This School System reserves the right to delete or add products to comply with regulations.

IN WITNESS whereof the parties by their authorized agents have executed this contract.

CITY OF KINGSPORT, TENNESSEE

GORDON FOOD SERVICE

BY:\_\_\_\_\_ MAYOR BY:\_\_\_\_\_\_AUTHORIZED SUPPLIER REPRESENTATIVE

ATTEST:

RECORDER

APPROVED AS TO FORM:

**CITY ATTORNEY** 

## MEMORANDUM

## February 14, 2019

TO:	Board of Mayor and Aldermen
FROM:	Ryan McReynolds, Asst. City Manager / Public Works Director
SUBJECT:	Full Circumstantial Report - Emergency Purchase of High Service Pump

In accordance with the City Code (Section 2-605), authorization to make purchases in and for apparent or actual emergency situations affecting the immediate health, safety and general welfare of the city is provided. This report fulfills the process for an emergency purchase, and shall be filed in the minutes of the Board of Mayor and Aldermen meeting of February 19, 2019.

Three high service pumps provide drinking water to Kingsport's water service area. The #2 pump sustained damage beyond repair. The existing pump is an Allis Chalmer pump which was bought out by another company. The pump cannot be re-bowled because they no longer manufacture that pump.

A memo was signed by the Public Works Director and City Manager on February 14, 2019 for approval to proceed with processing the emergency purchase and payment of a Goulds vertical turbine high service pump for the water treatment plant in the amount of \$74,356.00 (includes \$500.00 for freight and delivery).

Attachments:

- 1. Memo of Description & Approval of Emergency Repairs Payment
- 2. Quote for Emergency Purchase of High Service Pump



## Memo

To: Ryan McReynolds P.E., Assistant City Manager of Operations

From: Niki Ensor, W/WW Facilities Manager

Date: February 4, 2019

Re: Approval for Emergency Purchase of High Service Pump

This memo is to request approval for emergency purchase of a Goulds vertical turbine high service pump for the water treatment plant in the amount of \$74,356.00 (includes \$500.00 for freight & delivery).

Three high service pumps provide drinking water to Kingsport's water service area. The #2 pump has sustained damage beyond repair. The existing pump is an Allis Chalmer pump which was bought out by another company. The pump cannot be re-bowled because they no longer manufacture that pump.

We received pricing for a Goulds and Flowserve pump. The Goulds pump was less expensive and has a significantly shorter lead time (14 weeks). The Flowserve pump was quoted at \$78,800 and has lead time of 24-26 weeks plus transit.

It is imperative that we move forward quickly as possible on procurement of the pump. Lead time on this motor is 12-14 weeks. If one of the two existing pumps were to fail we would not be able to meet system demand. This could potentially jeopardize public health, public safety and local economy.

In accordance with the City Code (Section 2-605), authorization to make purchases in and for apparent or actual emergency situations affecting the immediate health, safety and general welfare of the city is provided. The quote from Blue Ridge Technical referencing the specifications for the high service pump is attached. Therefore approval is needed for processing the invoice for payment via purchase order V 0 2 0 3 9 in the amount of \$74,356.00 for the high service pump.





This memo must be signed and approved by the Department Head and City Manager in order to proceed with the payment for the emergency purchase of the high service pump.

Approval

Ryan McReynolds, P.E., Assistant City Manager of Operations

Jeff Fleming, Manager

Date

2.14-19

2-14-19

Date

620 West Industry Drive

Kingsport, TN 37664

(423) 224-2487

Emergency Purchase WTP #2 High Service Pump docx

Clean Water, Public Health, Serving Citizens



## Quotation

1	Date	Quote #
	1/30/2019	6751
Requisi	tion Nbr.: Ste	ve D.
Terms:	Net 30	
Rep:		
Estimat	ed Delivery:	
12-24 wo	eeks	

F.O.B. Origin; (Freight Prepaid & Add)

Customer

City of Kingsport - Water Accounts Payable Department 225 West Center Street Kingsport, TN 37660

#### We are pleased to quote the following:

Thank you for this opportunity to be of service. Should you have any questions, please call. This quote is valid for 10 days. After 10 days, it may be subject to manufacturer increases. The total cost of this quote does not include associated sales tax, shipping and/or handling charges. Terms are net 30 days unless stated otherwise. Payment may be made by Check or Credit Card (Visa or Master Card) A restocking fee will apply to all returned or cancelled orders.

Subtotal Sincerely,

\$73,856.00



DO NOT USE FOR CO	INSTRUCTION UNLESS CERTIFIED
Certified By	
Project	
Tag	
PO Number	
Serial Number	



#### PERFORMANCE ON DESIGN CURVE AT 1180 RPM

	Shut Off	Design [2]	Run Out [5]		
Flow (USGPM)	0.0	7700.0	0.0	Best Efficiency	87.80 % at 7030.0 USgpm
TDH-Bowl (ft)	491.0	256.0	0.0	Design Flow % BEP	109.53 %
TDH-Disch Flange ( ft)	481.0	242.6	0.0	Pump Efficiency	84.62 %
Bowl Efficiency (%)	141	85.90		Overall Efficiency	0.00 %
Guaranteed Bowl Efficiency (%)	•	81.60		NOL Power	583.0 Hp at 7030.0 USgpn
Power (Hp)	30	578.0	(e)	Guaranteed NOL Power	629.6 Hp at 7030.0 USgpn
Guaranteed Power (Hp)		624.2	1.0	Max Power (NOL) at Max Trim	703.0 Hp at 7141.0 USgpn
NPSHr (ft) [1]	×	25.7		Guaranteed Max Power (NOL) at Max Trim	759.2 Hp at 7141.0 USgpn
NPSH Margin (ft) [1]	222	13.9		Specified NPSH Ratio	1.1
Hydraulic Thrust(lb)	20229.2	10547.2	0.0	Thrust Load Power Loss	1.00714 Hp
Thrust (Ib)	20897.5	11214.5	0.0	<b>Total Flow Derate Factor</b>	1.00
Pressure-Bowl (psl)	212.6	110.8	0.0	Total Head Derate Factor	1.00
Pressure-Disch Flange (psi)	208.2	105.0	0.0	<b>Total Efficiency Derate Factor</b>	1.00
Min Submergence (Inch) [3]	134	65.85	ě.	Actual Submergence	93.00 in
Friction Loss (ft) [4]	1.00	3.38	0.00	Shaft Friction Power Loss	0.01 Hp
Lineshaft Elongation (Inch)	0.01343	0.00700	2	Min Flow (MCSF)	1758.0 USgpm
Column Elongation (inch)	0.00082	0.00000		kWh per 1000 gal	0.00000
Lateral (Inch)	0.14261	0.13700		Impeller Running Clearance	0.13 in

#### **OPERATING CONDITIONS**

7700.00 USgpm 253.00 ft 1180 RPM **Specified Flow** Specified TDH Rated Speed Atmospheric Pressure 15 psi 17.75 ft TPL **Pumping Level** 10.00 ft NPSHa at 1st impeller 39.6 ft NPSHa at Grade 33.9 ft

#### FLUID CHARACTERISTICS

Fluid Water Fluid Temperature 68.0 °F 1.0000 **Specific Gravity** Viscosity Vapor Pressure 1.0017 cP 0.3393 psl 62 lbs/ft3 Density

#### **MATERIALS & DIMENSIONS**

Bowl Data	100	Bowl Data	
Bowi Material	Epoxled Cast Iron	Strainer Type	Not included
Bowl Material Derate Factor	1.00	Tube Adapter Bearing	Not included
mpeller Material	Bronze	Material	
Additional Stage Impeller	Deserve	impeller Trim	12.56 in
Vaterial	Bronze	Max Impaller Trim	13.75 in
mpeller Mati Derate Factor	1.00	Thrust K-Factor	41.2 Lb/Ft
Bowl Shaft Material	416SS	Bowl Pressure Limit	590 psi
mpeller Attachment	Keved	Available Lateral	1.41 in
Key Material	416SS	Bowi Assembly Length (BL)	123.13 in
Discharge Bowl Material	Not Included	Disch Bowl Length OLS (01)	3.13 in
Suction Type	Bell	Disch Bowi Length ELS (L2)	15.00 in
Suction Material	Cast Iron	Bowl Shaft Diameter	2 7/16" [61.9 mm]
Bowl Bolting Material	Carbon Steel	Impeller Balance	Manufacturer's Standard
Sand Collar	30455	Impeller Design	Enclosed
Pipa Plug	Iron	Bowl Wear Ring	Not Included
Suction Bearing	Bronze	Impeller Wear Ring	Not Included
Discharge Bowi Bearing	Not Included	Suction Pipe Dlameter	No Suction Pipe
Intermediate Bowl Bearing	Bronze	Bowl Diameter (D)	20.75 in

DO NOT USE FOR CON	STRUCTION UNLESS CERTIFIED
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Project	
Тад	
PO Number	
Serial Number	





		BILL OF MA		
ITEN	PART NAME	CODE	MATERIAL	ASTM#
Col	umn Assembly			
637	Column Flange	9645	Carbon Steet Fab	A53
642	Column Pipe	6501	Black Pipe Sch 40	A 53
646	Lineshaft	2227	SST 416	A582 S41600
649	Lineshaft-Coupling	2265	SST 416	A582M
652	Retainer-Bearing	N/A	Not Applicable	N/A
656	Lineshalt Bearing	1618	Bronze Bismuth	B584 Modified
Bo	wi Assembly			
660	Shaft - Bowl	2227	SST 416	A582 S41600
661	Discharge Bowl	NA	Not Included	Not Included
664	Bearing - Discharge Bowl	N/A	Not Included	N/A
668	Bearing Tube Adapt	N/A	Not included	N/A
670	Bowl - Intermediate	5853	Cast Iron Ci30 Epoxy	A48
672	Bearing - Intermediate Bowl	1618		B584 Modified
673	Impeller	1398		B584
673	Impeller	1398	Silicon Bronze C87610	8584
674	Kev-Impeller	2217	SST 418	A582M
680	Wear Ring-Bowl	N/A	Not Included	N/A
681	Wear Ring - Impeller	NA	Not included	NA
688	Suction	1003		A48 CLASS 30B
690	Bearing - Suction	1109	Bronze C90300 "G" Mod	B584
692	Sandcollar	1205	SST 304	A744M
747	Pipe Plug	1046	Melleable Iron	A197
760	Capscraw-Hex	2296	Steel Bolting Gr 8	J429

DO NOT USE FOR CONSTR	RUCTION UNLESS CERTIFIED
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Project	
Тад	
PO Number	
Serial Number	

# CROSS SECTION DRAWING Quote ID: 3302-190128-033:0:1 QTY: 1 VIT-FFFM 20GHC, 5 Stages

GOULDS a xylem 12 axi			Quote ID	MITTAL ): 3302-190128-033:0:1_QTY: 1 M 20GHC, 5 Stages
Bowl Data Bowl Length (L3) Bowl Flange Diameter (A) Bowl Flange Thickness (E) Floor Clearance (X) Min Column Diameter	21.50 in 6.44 in 20.75 in 12.75 in 16 in	Max Max Box	vi Data k Column Diameter k Bowi Shaft Diameter wi Shaft Length wi Shaft Power Limit	18 in 2.94 In 128.25 in 622.51 Hp
Bowl Specials		_		
Column Data Column Type Column Diameter Lineshaft Diameter Column Bolting Column Pipe Material Lineshaft Material Lineshaft Beering Material Lineshaft Coupling Type Lineshaft Coupling Material Column Loss Column Flange Column Shaft Sleeve Column Shaft Sleeve Column Bearing Retainer Column Bearing Options	Flanged 16" [406mm] 2 7/16 In [61.9 mm] Carbon Steel Carbon Steel 416SS Bronze Threaded 416SS 0.39 ft Carbon steel Not Included Not Applicable Not Included	Coi Ma: Nuu Fal Coi Coi Lui Lin Ha	lumn Data lumn Retainer Deelgn ximum Bearing Spacing x Column Section Length mber of Bearings orication Welding Option lumn Length (COL) lumn Wall Thickness lumn Load brication Method neshaft Length ad Sleeve neshaft Power Limit	Integral 5 ft (1.5 m) Spacing 60 In 1 Not Included 89.87 in 0.37 in 2969.6 lb Water (Open Lineshaft) 89.87 in Not Included 827 Hp
Column Specials				
Motor Data Driver Type Motor Manufacturer Selected Motor Power Voltage Phase / Frequency Enclosure Motor Frame Inverter Duty Steady Bushing Motor Coupling Insulation Class	Vertical Hollow Shaft Mol	or Se Ma HP Sp Mf Ma	otor Data rvice Factor otor Provided By otor Mounted By P Rating eed [Poles] g Catalog Number otor Part Number iver Size Criteria low Service Factor	Customer Customer 600 Hp 400 rpm [18 pole] Max power on design curve (NOL) No
Motor Specials				
Coating Data Bowl OD Column ID Column OD Column Bearing Retainer	Goulds Water Technolo Standard Blue Enamel Not Included Goulds Water Technolo Standard Blue Enamel Not Included	rgy He He rgy Er	bating Data sad ID aad OD relosing Tube OD eel Sub Base	Not Included Goulds Water Technology Standard Blue Enamel Not Included Not Included
Testing Data Miscellaneous Specials				
	r			
		DO NOT	USE FOR CONSTRU	CTION UNLESS CERTIFIED
		Certified By		
		Project		
		Тад		
		Tag PO Number		



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MIN SUB

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DIMENSIONS	
G [Mounting Flange Dia]	43.75 in
BD Head (Discharge Head Base Dia)	24.50 in
HH (Head Heighl)	48.00 in
S (Hanger Flange Stickdown Length]	1.38 in
R (Hanger Flange OD)	21.50 in
Column Length (COL)	89,87 in
COL [Column Diameter]	16.00 in
TPL [Total Pump Length]	213.00 in
MIN SUB [Minimum Submergence]	65.85 In
MAX [Max Assembly OD]	20.75 in
BL [Bowi Assembly Length]	123.13 in

## **OUTLINE DRAWING** Quote ID: 3302-190128-033:0:1 QTY: 1 VIT-FFFM 20GHC, 5 Stages

PUMP DAT	ГА
Column Diameter	16" [406mm]
Lineshaft Diameter	2 7/16 in (61.9 mm]
Specified Flow	7700.00 USgpm
Specified TDH	253.00 ft
Pumping Level	10.00 ft
Motor Manufacturer	
Driver Type	Vertical Hollow Shaft Motor
Selected Motor Power Phase / Frequency Voltage	
WEIGHT	S
Total Bowl Weight	2790 lbs
Unit Bowl Weight	714 lbs / 519 lbs
Total Column Weight	888 lbs
Unit Column Weight	111 lbs
Total Weight	3678 lbs
<b>Total Rotating Weight</b>	666 lbs

#### NOTES

- 1 Total Pump Length ± 1.0 inch.
- Tolerance on all dimensions is .12 or  $\pm$  .12 inch per 5 ft, whichever is greater. 2
- All dimensions shown are in inches unless otherwise specified. 3
- 4 Drawing not to scale.

- 5 1/3" NPT Gauge Conn (plugged)
- Driver may be rotated at 90° intervals about 6 vertical centerline for details refer to driver dimension drawing.
- 7 Refer to product IOM for Impeller setting requirements.
- 8 This assembly has been designed so that In a assembly has been designed so that its natural frequency responses avoid the specific operating speeds by an adequate safety margin. The design has assumed the foundation to be rigid.

	TRUCTION UN	L C	
Certified By			
Project			
Тад			
PO Number			



4910 W CYPRESS ST. TAMPA, FLORIDA 33607 www.carterverplanck.com

Phone: 813.287.0709 Fax: 813.282.8216

## Quotation

To: City of Kingsport

Date: January 24, 2019 Re: Flowserve High Service Pump

## Attn: Steve Daugherty From: Eric Freeman (865)617-9944

w	E ARE PLEASED TO QUOTE YOU ON THE FOLLOWING MATERIAL FOR ACCEPTANCE WITHIN 30 DAYS
I.	Specification sections applicable to this proposal:
	A. Existing VTP GA Drawing and BOM
II.	Vertical turbine pump equipment and accessories included as applicable:
	Services
	A. VTP Pump: One (1) model 20ENH-4 stage vertical turbine pump
	Materials of Construction:
	A. Class 30 Cast Iron, flanged bowls
	B. C954 Aluminum bronze bowl wear rings
	C. C952 Aluminum Bronze impellers
	D. C952 Aluminum bronze impeller wear rings
	E. C844 Tin bronze bowl bearings
	F. 416 Stainless steel pump shaft
	G. 416 Stainless Steel, threaded, open, line shaft, product lubricated
	H. Rubber lineshaft bearings
	I. 16 Inch A53 Gr B/A36 Carbon steel discharge head, 150# FF discharge flange
	J. 416 Stainless steel Discharge head shaft



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	K. 16 Inch A53 Gr B/A36 Carbon steel column pipe, standard thickness
	L. Stuffing box fitted with packing
	M. Plan 13 flush piping with 316SS tubing
	N. All assembly hardware 316 SS
	O. Surface prep and Pot-a pox coating ID/OD bowl assembly, ID/OD column, and ID discharge head, Grey enamel OD discharge head.
	P. NSF61 Certification
	Q. Motor: None – Existing Motor at Site
	R. Testing: None
	S. Pump Analysis: Above ground RCF analysis
	T. Field Services: None
III.	Items <u>not</u> included
	A. Off-loading at jobsite, <u>any labor or tools</u> for Assembly or Installation, Field operation, Field performance testing including Field vibration or noise testing instruments or analysis
	B. Suction or Discharge piping, mechanical couplings, supports, tie rods, leveling screws
	fittings, etc. C. Air relief valves / Vacuum valves / Isolation valves, etc. D. Vibration isolation equipment



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	E. Seal water or drain accessories such as piping, flow indicators, pressure reducing
	valves, Y strainers, fittings or tubing
	F. Gauges, T cocks, anchor bolts, templates or accessories
	G. VFDs or any type of Controls, Instrumentation, MCCs, Starters, Power Factor
	Correction Capacitors, Panels, cable, wiring, conduits, temperature or vibration probes, remote controls, or any auxiliary electrical equipment extraneous to the pump motors
	H. Standard tools or tool chests, lubricants, grease fitting extensions or guns
	I. Field painting, touch-up paint supply
V.	Coordination Notes/Comments:
	• No specifications reviewed
	• Customer to provide RCF data for existing motor to perform analysis.
	<u>\$78,800.00</u>
	NET LOT PLUS TAX
	includes freight. Sales Tax is not included.
	NET LOT PLUS TAX
Equip <u>Plea</u>	NET LOT PLUS TAX includes freight. Sales Tax is not included. iment: Approximately 24 to 26 weeks after release to production. se Note:
Equip <u>Plea</u> 1. V	<b>NET LOT PLUS TAX</b> includes freight. Sales Tax is not included. oment: Approximately 24 to 26 weeks after release to production. <b><u>se Note:</u></b> We <u>do not include sales tax,</u> pressure gauges, anchor bolts, wire cable, conduit, piping, installation, how
Equip Plea 1. V 0 2. L	<b>NET LOT PLUS TAX</b> includes freight. Sales Tax is not included. oment: Approximately 24 to 26 weeks after release to production. <b>se Note:</b> We <u>do not include sales tax</u> , pressure gauges, anchor bolts, wire cable, conduit, piping, installation, hoc p, field testing, control panels or any other accessories or other ancillary items which are not specifica
Equip Plea 1. V 2. U 3. F	<b>NET LOT PLUS TAX</b> includes freight. Sales Tax is not included. oment: Approximately 24 to 26 weeks after release to production. <b>Se Note:</b> We <u>do not include sales tax</u> , pressure gauges, anchor bolts, wire cable, conduit, piping, installation, how p, field testing, control panels or any other accessories or other ancillary items which are not specifica alled out in this scope of supply. Inder no circumstances will Carter & VerPlanck, Inc. or its suppliers be liable for any incident



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To: City of Kingsport

Date: January 24, 2019 Re: Flowserve High Service Pump

## Attn: Steve Daugherty From: Eric Freeman (865)617-9944

WE ARE PLEASED TO QUOTE YOU ON THE FOLLOWING MATERIAL FOR ACCEPTANCE WITHIN 30 DAYS

TERMS: 100% Net 30 days after invoice date

QUOTATION DOES NOT INCLUDE ANY SALES OR USE TAX PAYABLE UNDER ANY STATE OF FEDERAL STATUE

-WITH CREDIT APPROVAL

CARTER & VERPLANCK, INC.

BY



4910 W CYPRESS ST. TAMPA, FLORIDA 33607 www.carterverplanck.com Phone: 813.287.0709 Fax: 813.282.8216

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To: City of Kingsport

## Date: January 24, 2019 Re: Flowserve High Service Pump

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### WE ARE PLEASED TO QUOTE YOU ON THE FOLLOWING MATERIAL FOR ACCEPTANCE WITHIN 30 DAYS

TERMS & CONDITIONS OF SALE

1) Neither Carter & VerPlanck, Inc. nor the manufacturer(s) will be liable for damages of any kind, whether direct, consequential, incidental, special or liquidated.

2) The quoted price may include systems or components from more than one vendor. Carter & VerPlanck, Inc., will provide separate prices for individual systems or components upon request, although the total price of all items quoted may vary as a result.

3) Price does not include any gauges, gauge cocks, tools, lubricants, installation, anchor bolts, spare parts, start-up service or other items not specifically called out herein.

4) Price does not include any motor starters, controls, or power factor correction devices other than as specifically called out herein.

5) THE WARRANTY EXTENDED BY THE MANUFACTURER(S) IS IN LIEU OF ALL OTHER OBLIGATIONS, LIABILITIES OR WARRANTIES OF MERCHAN-TABILITY, FITNESS OR OTHERWISE, EITHER EXPRESS OR IMPLIED, BY FACT OR BY LAW, AND STATES OUR ENTIRE AND EXCLUSIVE LIABILITY AND BUYER'S EXCLUSIVE REMEDY FOR ANY CLAIM OF DAMAGES IN CONNECTION WITH THE SALE OR FURNISHING OF GOODS OR PARTS, THEIR DESIGN, SUITABILITY FOR USE, INSTALLATION OR OPERATION. WE FURTHER SPECIFICALLY EXCLUDE ANY EXPRESS OR IMPLIED WARRANTIES REFERENCE UNDER FLORIDA STATUTE #718.203. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

6) NOT INCLUDED: Unless specifically set forth in the scope of the quotation, this offer does not include:

- start-up assistance or field services
- interconnecting wiring and/or conduit
- installation labor
- installation supervision
- motor control equipment
- motor starters or contactors
- power distribution equipment
- miscellaneous mechanical and mounting hardware

#### 7) FREIGHT:

- A) All prices are F.O.B. factory or suppliers' shipping point with freight prepaid and included to the jobsite.
- B) Title and Risk of Loss passes to CONSIGNEE AT SHIPPING POINT.
  - SELLER prepays freight charges.
  - SELLER bears freight charges.
  - CONSIGNEE must file claims for loss or damage, (if any).

C) Seller will not consider any claim for damage or shortage unless it is noted on the bill of lading at time of receipt. It is the responsibility of the

CONSIGNEE to verify that all items contained on the bill of lading are received prior to accepting shipment.

#### 8) **TAXES:**

The prices quoted are exclusive of, and Purchaser shall pay and make all returns for, any Federal, State, or local sales, use, transfer, or similar taxes applicable to the equipment and material once the same have been delivered as provided herein.

#### 9) VALIDITY OF PRICING:

The prices stated herein are contingent upon receipt of a firm order, or letter of intent, in an acceptable form from Purchaser within 30 days from the date of this offer, and Purchaser's willingness to accept delivery when the factory is prepared to ship. If a responsive firm order is not received by the above date, Seller shall have the right to withdraw this quotation and to revise the prices and shipping dates provided herein.

#### 10) PAYMENT TERMS:



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Seller's payment terms are that all invoices are due and payable within thirty (30) days of the date thereof with approved credit. Interest on the unpaid balance at the rate of  $11/2_{\frac{1}{2}}$  per month, or the maximum permitted by law, whichever is less will be added to all outstanding invoices which are not paid within 30 days. **Our price is based on no retainage.** 

#### 11) **DELIVERY:**

The shipping dates provided herein are based on Seller's current information as to availability of material and components and our best estimate as to dates on which we will be able to ship. These dates are subject to revision or postponement because of unavailability of material and components or because of events beyond our control.

If Purchaser requests postponement of previously agreed to shipping date(s), Seller may invoice the Purchaser, or then require payment for all of such equipment and material as is then ready for shipment; and, from and after the date that such equipment and material or any portion thereof is ready for shipment, any expenses or other charges incurred by Seller in regards to the same shall be at Purchaser's expense and Purchaser shall promptly pay any invoice rendered by Seller in regard thereto.

#### 12) **SERVICE:**

No start-up assistance or field services are included unless specifically called out in our offering. If so included, the Seller will furnish Field Service Engineer(s) as described in our proposal, at the time of start-up, to inspect the completed system, to advise in regard to placing the system in initial operation and to instruct operating personnel on the proper use of the equipment and material. The proper installation, start-up and operation of the system and any further changes to be made in the system, responsibility for servicing, and all labor costs thereof, shall be the responsibility, under the control and at the risk of the Purchaser. At the time start-up service is requested we ask you to be **completely** prepared, including where and as appropriate, the availability of power, water, flow, access, etc. so that start-up may proceed as anticipated. Any return trips to the site or additional time required as a result of failure to be so prepared, will be charged to the customer at the prevailing demand service rate.

If service additional to that provided for therein is required, Seller, if available, shall furnish at the expense of the Purchaser, competent service engineers at Seller's then prevailing rates, plus travel and living expenses, to assist in additional service in regard to the equipment and material or in regard to equipment furnished by Purchaser. All charges in connection with such service shall be billed by the Seller and shall be due and bear interest at the Company's normal payment terms unless Seller shall require other payment terms and conditions.

#### 13) GENERAL:

The descriptions, terms and conditions contained in this Proposal and the terms and conditions contained in the Manufacturer's Standard Terms attached hereto, which are incorporated herein by reference, constitute the quotation of the Seller. To the extent that the descriptions, terms and conditions contained in the Proposal are inconsistent with the Manufacturer's Standard Terms, the Manufacturer's Standard Terms are modified by this Description.

14) No order shall be deemed accepted by the Manufacturer until the Purchaser is notified of its acceptance by the Manufacturer. Carter & VerPlanck, Inc., is not an agent or employee of the Manufacturer(s) and is not authorized to accept orders in its (their) behalf.

15) Any suit or proceeding brought by Purchaser to enforce this agreement, to resolve any dispute over its terms, or to sue for damages for its breach shall be brought only in a state or federal court of appropriate jurisdiction in Hillsborough County, Florida. Purchaser expressly waives any objection that venue in Hillsborough County is inconvenient or improper.

16) In any suit or proceeding brought to enforce this agreement, to resolve any dispute over its terms, or to sue for damages for its breach, the prevailing party shall recover a reasonable attorneys' fee in addition to costs of suit.