# AGENDA

## BOARD OF MAYOR AND ALDERMEN
## WORK SESSION

## Monday, February 18, 2019, 4:30 p.m.
## City Hall, 225 W. Center St., Courtroom, 2nd Floor

**Board of Mayor and Aldermen**

Mayor John Clark, Presiding
Vice Mayor Mike McIntire
Alderman Jennifer Adler
Alderman Joe Begley
Alderman Betsy Cooper
Alderman Colette George
Alderman Tommy Olterman

**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.***

## BMA Report, February 18, 2019

### ***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 Date | CurrentStatus |
|---|---|---|---|---|---|
| $7,500,000.00 | Ryan McReynolds | **SR 347 (Rock Springs Road) [State &MTPO funded]** | TDOT Managed, joint funded reconstruction of the State portion of Rock Springs Road | 12/31/2020 | 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. | 4/1/2020 | 1/22/18 - CDM agreement amendment for BMA Approval. 1/21/18 - Bid advertisement. 2/6/18 - Pre bid meeting. 2/19/1/ - Bid opening. |
| $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. | 11/1/2020 | 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. | 6/1/2020 | 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 McReynolds | **Regions Building - Phase 1** | Renovations of floors 3 thru 6 for the consolidation of City offices to one location. | 12/31/2019 | City now is the official owner of the facility. Working with Cain Rash West architects on building renovation plans. |
| $2,300,000.00 | Ryan McReynolds | **Justice Center Renovations** | Renovations and expansion of Justice Center that will accommodate court space and county offices currently residing in City Hall. | 12/31/2020 | Architect is 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] | 4/1/2020 | 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. |

| 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. | 4/30/2019 | 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)** | TDOT project to improve State Route 93 in the Horse Creek/Derby Drive area. Project also includes improvements with the intersection with Derby Drive, along with a new bridge crossing Horse Creek. Impacted waterlines in this area will be are to be reloc | 12/31/2021 | Project moved to 2020; "B Date" package due 9/25/2019; TDOT Letting Date: December 2019 |



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

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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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KINGSPORT
TENNESSEE

# AGENDA

## BOARD OF MAYOR AND ALDERMEN

## BUSINESS MEETING

**Tuesday, February 19, 2019, 7:00 p.m.**
**City Hall, 225 W. Center St., Courtroom, 2nd Floor**

**Board of Mayor and Aldermen**

Mayor John Clark, Presiding
Vice Mayor Mike McIntire
Alderman Jennifer Adler
Alderman Joe Begley
Alderman Betsy Cooper
Alderman Colette George
Alderman Tommy Olterman

**City Administration**

Jeff Fleming, City Manager
Chris McCartt, Assistant City Manager for Administration
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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. PUBLIC HEARINGS

None

**COMMENT**

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

### B. BUSINESS MATTERS REQUIRING FIRST READING

1. Amend the FY 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

2. 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 Regular Business Meeting 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

City Administration

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

**I. CALL TO ORDER:** 7:00 p.m., by Mayor John Clark.

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

Motion/Second: Adler/McIntire, to approve minutes for the January 22, 2019 Regular Business Meeting
Approved: 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.

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 11TH 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
Passed on second reading in a roll call vote: 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).

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

**D. OTHER BUSINESS.**

**1. Bid Award for the Purchase of 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)

Motion/Second: 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:

**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
Passed: 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 GOVERNMENT INVESTMENT 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."

**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. CITY MANAGER.** 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. MAYOR AND BOARD MEMBERS.** 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. VISITORS.** 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<br>Deputy City Recorder | JOHN CLARK<br>Mayor |

KINGSPORT
TENNESSEE

**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-40-2019 | Final Adoption: | March 5, 2019 |
| Work Session: | February 18, 2019 | Staff Work By: | David Frye |
| First Reading: | February 19, 2019 | Presentation 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 | N | O |
|---|---|---|---|
| Alder | | | |
| Begley | | | |
| Cooper | | | |
| George | | | |
| McIntire | | | |
| Olterman | | | |
| Clark | | | |

PRE-FILED
CITY RECORDER

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

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:** | | $ | $ | $ |
| 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** |
| **Expenditures:** | | | | |
| 141-7650-871-0707 | Capital Improvements | 322,993 | 432,528 | 755,521 |
| 141-7650-871-0790 | Fixtures, Furniture & Equip. | 102,150 | 50,000 | 152,150 |
| | ***Total:*** | **425,143** | **482,528** | **907,671** |

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: _______________

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.

KINGSPORT
TENNESSEE

## AGENDA ACTION FORM

**Budget Adjustment Ordinance for FY19**

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

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

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

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**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 | N | O |
|---|---|---|---|
| Adler | | | |
| Begley | | | |
| Cooper | | | |
| George | | | |
| McIntire | | | |
| Olterman | | | |
| Clark | | | |

# 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: | | Budget | Incr/<Decr> | New Budget |
|---|---|---|---|---|
| **Fund 111: General Project Special Revenue Fund** | | | | |
| **Clerks Office E Citations (NC1507)** | | | | |
| **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 |

| | | | | |
|---|---|---|---|---|
| 111-0000-601-3020 | Operating Supplies & Tools | 2,288 | 4,474 | 6,762 |
| | ***Totals:*** | **3,468** | **9,474** | **12,942** |

**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** |

| | | | | |
|---|---|---|---|---|
| **Expenditures:** | | $ | $ | $ |
| 111-0000-601-2045 | Training | 1,150 | 0 | 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 Fund**
**Coca Cola Appropriation (NC1604)**

| | | | | |
|---|---|---|---|---|
| **Revenues:** | | $ | $ | $ |
| 110-0000-364-2000 | From Corporations | 23,000 | 9,000 | 32,000 |
| | ***Totals:*** | **23,000** | **9,000** | **32,000** |

| | | | | |
|---|---|---|---|---|
| **Expenditures:** | | $ | $ | $ |
| 111-0000-601-2020 | Professional Consultant | 5,000 | (5,000) | 0 |
| 111-0000-601-3020 | Operating Supplies & Tools | 10,000 | (10,000) | 0 |
| 111-0000-601-9004 | Equipment | 8,000 | 24,000 | 32,000 |
| | ***Totals:*** | **23,000** | **9,000** | **32,000** |

**Fund 457 Storm Water Fund**
**Colonial Heights PH 3 (ST1603)**

| | | | | |
|---|---|---|---|---|
| **Revenues:** | | $ | $ | $ |
| 457-0000-391-9500 | From Storm Water Fund | 78,945 | (4,511) | 74,434 |
| | ***Totals:*** | **78,945** | **(4,511)** | **74,434** |

| | | | | |
|---|---|---|---|---|
| **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 | (25,596) | 1,404 |

| | | | | |
|---|---|---|---|---|
| | ***Totals:*** | **27,000** | **(25,596)** | **1,404** |

| | | | | |
|---|---|---|---|---|
| **Expenditures:** | | $ | $ | $ |
| 457-0000-622-2022 | Construction Contracts | 27,000 | (25,596) | 1,404 |
| | ***Totals:*** | **27,000** | **(25,596)** | **1,404** |

**Fund 457 Storm Water Fund**
**Belvedere Drainage Imp. (ST1709)**

| | | | | |
|---|---|---|---|---|
| **Revenues:** | | $ | $ | $ |
| 457-0000-391-9500 | From Storm Water Fund | 168,263 | (42,860) | 125,403 |
| | ***Totals:*** | **168,263** | **(42,860)** | **125,403** |

| | | | | |
|---|---|---|---|---|
| **Expenditures:** | | $ | $ | $ |
| 457-0000-622-2022 | Construction Contracts | 118,263 | (51,369) | 66,894 |
| 457-0000-622-2023 | Arch/Eng/Landscaping | 0 | 9,018 | 9,018 |
| 457-0000-622-9001 | Land | 50,000 | (509) | 49,491 |
| | ***Totals:*** | **168,263** | **(42,860)** | **125,403** |

**Fund 457 Storm Water Fund**
**Horse Creek Imp (ST1301)**

| | | | | |
|---|---|---|---|---|
| **Revenues:** | | $ | $ | $ |
| 457-0000-391-9500 | From Storm Water Fund | 200,000 | (395) | 199,605 |
| | ***Totals:*** | **200,000** | **(395)** | **199,605** |

| | | | | |
|---|---|---|---|---|
| **Expenditures:** | | $ | $ | $ |
| 457-0000-622-2022 | Construction Contracts | 185,000 | (395) | 184,605 |
| 457-0000-622-2023 | Arch/Eng/Landscaping | 15,000 | 0 | 15,000 |
| | ***Totals:*** | **200,000** | **(395)** | **199,605** |

**Fund 457 Storm Water Fund**
**Reedy Creek Land/Imp (ST1700)**

| | | | | |
|---|---|---|---|---|
| **Revenues:** | | $ | $ | $ |
| 457-0000-391-9500 | From Storm Water Fund | 182,000 | (2,038) | 179,962 |
| | ***Totals:*** | **182,000** | **(2,038)** | **179,962** |

| | | | | |
|---|---|---|---|---|
| **Expenditures:** | | $ | $ | $ |
| 457-0000-622-2023 | Arch/Eng/Landscaping | 10,900 | (2,038) | 8,862 |
| 457-0000-622-9001 | Land | 171,100 | 0 | 171,100 |
| | ***Totals:*** | **182,000** | **(2,038)** | **179,962** |

**Fund 457 Storm Water Fund**
**Storm Water Infrastructure (ST1602)**

| | | | | |
|---|---|---|---|---|
| **Revenues:** | | $ | $ | $ |
| 457-0000-391-9500 | From Storm Water Fund | 463,355 | 75,400 | 538,755 |

| | | | | |
|---|---|---|---|---|
| | *Totals:* | **463,355** | **75,400** | **538,755** |

| | | | | |
|---|---|---|---|---|
| **Expenditures:** | | $ | $ | $ |
| 457-0000-622-2022 | Construction Contracts | 415,265 | 0 | 415,265 |
| 457-0000-622-2023 | Arch/Eng/Landscaping | 38,800 | 19,200 | 58,000 |
| 457-0000-622-9001 | Land | 1,000 | 0 | 1,000 |
| 457-0000-622-9003 | Improvements | 0 | 56,200 | 56,200 |
| 457-0000-622-9004 | Equipment | 8,290 | 0 | 8,290 |
| | *Totals:* | **463,355** | **75,400** | **538,755** |

**Fund 311: General Project Fund**
**General Projects (GP1750)**

| | | | | |
|---|---|---|---|---|
| **Revenues:** | | $ | $ | $ |
| 311-0000-391-0100 | From General Fund | 916,977 | (50,000) | 866,977 |
| | *Totals:* | **916,977** | **(50,000)** | **866,977** |

| | | | | |
|---|---|---|---|---|
| **Expenditures:** | | $ | $ | $ |
| 311-0000-601-9003 | Improvements | 916,977 | (50,000) | 866,977 |
| | *Totals:* | **916,977** | **(50,000)** | **866,977** |

**Fund 311: General Project Fund**
**Court/Public Facility PLN (GP1820)**

| | | | | |
|---|---|---|---|---|
| **Revenues:** | | $ | $ | $ |
| 311-0000-368-1055 | Series 2017A GO Bonds | 1,078,687 | 0 | 1,078,687 |
| 311-0000-368-1056 | Series 2018A GO Bonds | 3,649,223 | 0 | 3,649,223 |
| 311-0000-368-2101 | Premium From Bond Sale | 308,178 | 0 | 308,178 |
| 311-0000-391-0100 | From General Fund | 2,700,000 | 50,000 | 2,750,000 |
| | *Totals:* | **7,736,088** | **50,000** | **7,786,088** |

| | | | | |
|---|---|---|---|---|
| **Expenditures:** | | $ | $ | $ |
| 311-0000-601-2022 | Construction Contracts | 0 | 10,000 | 10,000 |
| 311-0000-601-2023 | Arch/Eng/Landscaping | 361,000 | 0 | 361,000 |
| 311-0000-601-2030 | Electric Service | 0 | 20,000 | 20,000 |
| 311-0000-601-2033 | Water and Sewer Service | 0 | 15,000 | 15,000 |
| 311-0000-601-2034 | Telephone | 0 | 5,000 | 5,000 |
| 311-0000-601-4041 | Bond Sale Expense | 136,088 | 0 | 136,088 |
| 311-0000-601-9002 | Buildings | 2,700,000 | 127,493 | 2,827,493 |
| 311-0000-601-9006 | Purchases $5,000 & Over | 4,539,000 | (127,493) | 4,411,507 |
| | *Totals:* | **7,736,088** | **50,000** | **7,786,088** |

**Fund 311: General Project Fund**
**Lynn View Site Improvements (GP1802)**

| | | | | |
|---|---|---|---|---|
| **Revenues:** | | $ | $ | $ |
| 311-0000-368-1055 | Series 2017A GO Bonds | 630,266 | (4,759) | 625,507 |

| | | | | |
|---|---|---|---|---|
| 311-0000-368-2101 | Premium From Bond Sale | 28,805 | 0 | 28,805 |
| | ***Totals:*** | **659,071** | **(4,759)** | **654,312** |

| | | | | |
|---|---|---|---|---|
| **Expenditures:** | | $ | $ | $ |
| 311-0000-601-2023 | Arch/Eng/Landscaping | 14,463 | 8,196 | 22,659 |
| 311-0000-601-4041 | Bond Sale Expense | 8,571 | 0 | 8,571 |
| 311-0000-601-9003 | Improvements | 636,037 | (12,955) | 623,082 |
| | ***Totals:*** | **659,071** | **(4,759)** | **654,312** |

**Fund 311: General Project Fund**
**Lynn View Site Improvements (GP1714)**

| | | | | |
|---|---|---|---|---|
| **Revenues:** | | $ | $ | $ |
| 311-0000-368-1054 | Series 2016 GO (Nov 4) | 186,653 | 0 | 186,653 |
| 311-0000-368-1055 | Series 2017A GO Bonds | 0 | 4,759 | 4,759 |
| 311-0000-368-2101 | Premium From Bond Sale | 15,471 | 0 | 15,471 |
| | ***Totals:*** | **202,124** | **4,759** | **206,883** |

| | | | | |
|---|---|---|---|---|
| **Expenditures:** | | $ | $ | $ |
| 311-0000-601-2022 | Construction Contracts | 174,000 | 0 | 174,000 |
| 311-0000-601-2023 | Arch/Eng/Landscaping | 26,000 | 4,759 | 30,759 |
| 311-0000-601-4041 | Bond Sale Expense | 2,124 | 0 | 2,124 |
| | ***Totals:*** | **202,124** | **4,759** | **206,883** |

**Fund 311: General Project Fund**
**One Kingsport (GP1821)**

| | | | | |
|---|---|---|---|---|
| **Revenues:** | | $ | $ | $ |
| 311-0000-391-0100 | From General Fund | 924,700 | (415,000) | 509,700 |
| | ***Totals:*** | **924,700** | **(415,000)** | **509,700** |

| | | | | |
|---|---|---|---|---|
| **Expenditures:** | | $ | $ | $ |
| 311-0000-601-2020 | Professional Consultant | 50,000 | 75,000 | 125,000 |
| 311-0000-601-2022 | Construction Contracts | 200,000 | (100,000) | 100,000 |
| 311-0000-601-2023 | Arch/Eng/Landscaping | 100,000 | (50,000) | 50,000 |
| 311-0000-601-9003 | Improvements | 574,700 | (340,000) | 234,700 |
| | ***Totals:*** | **924,700** | **(415,000)** | **509,700** |

**Fund 311: General Project Fund**
**River Bend (GP1512)**

| | | | | |
|---|---|---|---|---|
| **Revenues:** | | $ | $ | $ |
| 311-0000-334-5010 | Other Agencies/KHRA | 0 | 666,000 | 666,000 |
| 311-0000-368-1047 | Series 2014A Go Bonds | 1,099,802 | 0 | 1,099,802 |
| 311-0000-368-2101 | Premium From Bond Sales | 115,166 | 0 | 115,166 |
| 311-0000-391-0100 | From General Fund | 0 | 150,000 | 150,000 |
| | ***Totals:*** | **1,214,968** | **816,000** | **2,030,968** |

| | | | | |
|---|---|---|---|---|
| **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**
**Riverfront Landing (GP1923)**

| | | | | |
|---|---|---|---|---|
| **Revenues:** | | $ | $ | $ |
| 311-0000-391-0100 | From General Fund | 0 | 140,000 | 140,000 |
| | ***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 |
| | ***Totals:*** | **0** | **140,000** | **140,000** |

**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** |

**Fund 135: Visitors Enhancement Fund**

| | | | | |
|---|---|---|---|---|
| **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:

KINGSPORT
TENNESSEE

# AGENDA ACTION FORM

## Enter into a Materials Agreement with School House, LLC Related to the Cherokee Bend Development and an Ordinance to Appropriate the Funds

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

Action Form No.: AF-17-2019
Work Session: February 18, 2019
First Reading: February 19, 2019

Final Adoption: March 5, 2019
Staff Work By: David Harris
Presentation By: Ryan McReynolds

---

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

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

Pursuant to the policy, School House, LLC has requested that the proposed Cherokee Bend Development, be allowed to participate in the materials agreement program. The total amount of the agreement is proposed at $13,668.86 for a new twenty two (22) lot development.

To date, including this development, the program has supported 851 new/proposed lots within the City of Kingsport. Of those lots, 524 Building Permits and 412 Certificates of Occupancy have been issued to date.

**Attachments:**
1. Resolution
2. Ordinance
3. Agreement
4. Cost Table
5. Location Maps
6. Development Chart

Funding source appropriate and funds are available:__________

| | Y | N | O |
|---|---|---|---|
| Adler | | | |
| Begley | | | |
| Cooper | | | |
| George | | | |
| McIntire | | | |
| Olterman | | | |
| Clark | | | |

RESOLUTION NO. _______

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A MATERIALS AGREEMENT WITH SCHOOL HOUSE, LLC RELATED TO CHEROKEE BEND DEVELOPMENT AND AUTHORIZING THE MAYOR TO SIGN ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, pursuant to the Materials Agreement Policy as set forth in Resolution 2007-084, School House LLC would like to enter into a Materials Agreement for the provision of certain water and sewer materials by the city for Cherokee Bend, a 22 lot development; and

WHEREAS, the total amount of the agreement as proposed is $13,668.86;

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 and directed to execute, in a form approved by the city attorney, a Materials Agreement with School House, LLC to provide certain water and sewer materials by the city for Cherokee Bend Development, in the amount of $13,668.86, and the mayor is further authorized and directed to execute 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 citizens of the city.

SECTION III. That is resolution shall take effect from and after it 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

# ORDINANCE NO. __________

AN ORDINANCE TO AMEND THE WATER AND SEWER PROJECT FUNDS BY TRANSFERRING FUNDS TO THE CHEROKEE BEND DEVELOPMENT MATERIALS AGREEMENT PROJECTS (SW1951); AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Sewer Fund project budgets be amended by decreasing the funds transferred from the funds transferred from the Sewer Fund operating budget by $12,483 to the Cherokee Bend Development project (SW1951) to fund the materials agreement.

| **Account Number/Description:** | **Budget** | **Incr/<Decr>** | **New Budget** |
|---|---|---|---|
| **Account Number/Description:** | | | |
| **Sewer Project Fund:452** | | | |
| **Edinburgh Phase11 (SW1951)** | | | |
| **Revenues** | | | |
| 452-0000-391-4200 From the Sewer Fund | 0 | 12,483 | 12,483 |
| ***Totals:*** | **0** | **12,483** | **12,483** |
| | | | |
| **Expenditures:** | | | |
| 452-0000-606-9003 Improvements | 0 | 12,483 | 12,483 |
| ***Totals:*** | **0** | **12,483** | **12,483** |

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: ______________

**MATERIALS AGREEMENT**

This AGREEMENT made and entered into on this 19 day of February, 2019, by and between School House, LLC. hereinafter "Developer", and the City of Kingsport, Tennessee, a municipal corporation, hereinafter "City".

WITNESSETH:

1. The Developer has subdivided a tract of land known as Cherokee Bend, and preliminary approval having been heretofore granted by the Planning Commission.

2. The plans for the proposed water and sewer line improvement of the subdivided property have been submitted to and approved by the City of Kingsport, City Engineer and will require 953 LFT of Sanitary Sewer Line to construct.

3. The estimated cost of the materials listed in paragraph 2 above is approximately $13,668.86. The Developer will purchase this material from the City for use for construction pursuant to this contract only.

4. The Developer will install the lines according to City's specifications, and will pay all costs for installation of all mains, valves, hydrants and other appurtenances, and will furnish the City "as built" drawings showing the cost lists of all pipe fittings, as well as their exact location.

5. The Developer, upon completion of the work and acceptance by the City, will tender to the City an instrument conveying unencumbered ownership of the lines and easement over and under the land where said lines are laid. Once this conveyance has been made and all the permits needed have been issued, all the inspections completed and passed, and all the payments have been made to the City by the Developer, the City will cause the said line to be connected to the main distribution line of the City.

6. The Developer will reimburse the City for any materials or engineering work required not covered by this agreement.

7. Prior to any reimbursement by the City to the Developer, the Developer will cause the property to be completely annexed into the corporate limits of the City.

8. The Developer will save the City harmless from any and all responsibility for laying any lines, etc., on or across any private premises not dedicated to public use.

9. The Developer will pay the City for the materials listed above and supplied by the City, and upon completion of the laying of water and sewer lines according to specification of and the plans approved by the City, and upon the Developer fully performing all the requirements contained in this agreement the City will reimburse the Developer for the amount paid to the City for the pipe purchased and used in the subdivision, less state and local sales tax.

10. The purpose of this agreement is to reimburse the Developer for 100% of cost of the water and sewer material, less state and local sales tax, with said materials being purchased from the City, and reimbursement for the cost of the materials being made to the Developer subject to the satisfactory completion of all terms of this agreement including complete annexation of the property into the corporate limits of the City.

11. It is understood that the Developer will do any and all ditching, laying of the pipelines, and any and all other work that may be necessary to meet the specifications of the City.

12. Any unused materials acquired by the Developer from the City will be returned to the City and the costs of such material, if returned undamaged, will be credited to the Developer.

IN TESTIMONY WHEREOF, the parties hereto have unto set their hands and seal on this the day and year first above written.

Developer

John Clark, Mayor

Attest:

Approved as to form:

James Demming, City Recorder

J. Michael Billingsley, City Attorney

# Materials Agreement

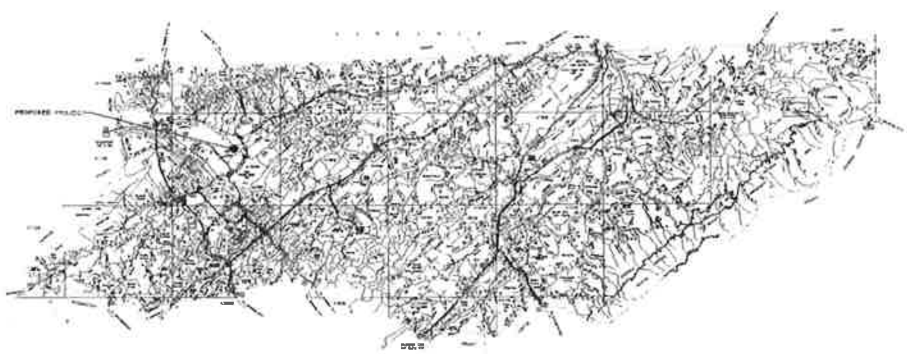
Project: Cherokee Bend Development File No.: 2018-D17
Date: January 28, 2019
Developer: School House, LLC

| | Sanitary Sewer | Anticipated | | Estimated | |
|---|---|---|---|---|---|
| **Item #** | **Item Description** | **Units** | **U/M** | **Price** | **Total** |
| 45003 | 8" x 14' SDR-35 gsktd Sewer Pipe | 70.00 | Joints | $47.60 | $3,332.00 |
| 45057 | 8" x 6" Tee Wye gsktd Sewer | 14.00 | each | $34.67 | $485.38 |
| 45112 | Manhole Covers v-1312-44 | 8.00 | each | $241.95 | $1,935.60 |
| | Manhole per vertical ft. | ? | each | | $6,730.00 |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| Building Code | | | | | |
| | | | | | |
| | Receipt To: | | | | |
| Subtotal: | **452-0000-391-4200** | | | | $12,482.98 |
| Sales Tax: | **452-0000-207-0201** | | | 9.50% | $1,185.88 |
| Project # | **SW1951** | | | Sewer Total: | $13,668.86 |
| | Expense To: | | | | |
| Sewer Acct # | **452-0000-606-9003** | | | | |
| | | | | Grand Total: | $13,668.86 |

Kingsport
TENNESSEE

# CHEROKEE BEND DEVELOPMENT
# SCHOOL HOUSE, LLC

## KINGSPORT, SULLIVAN COUNTY, TENNESSEE




SULLIVAN COUNTY
TENNESSEE


LOCATION MAP
N.T.S

### INDEX OF SHEETS

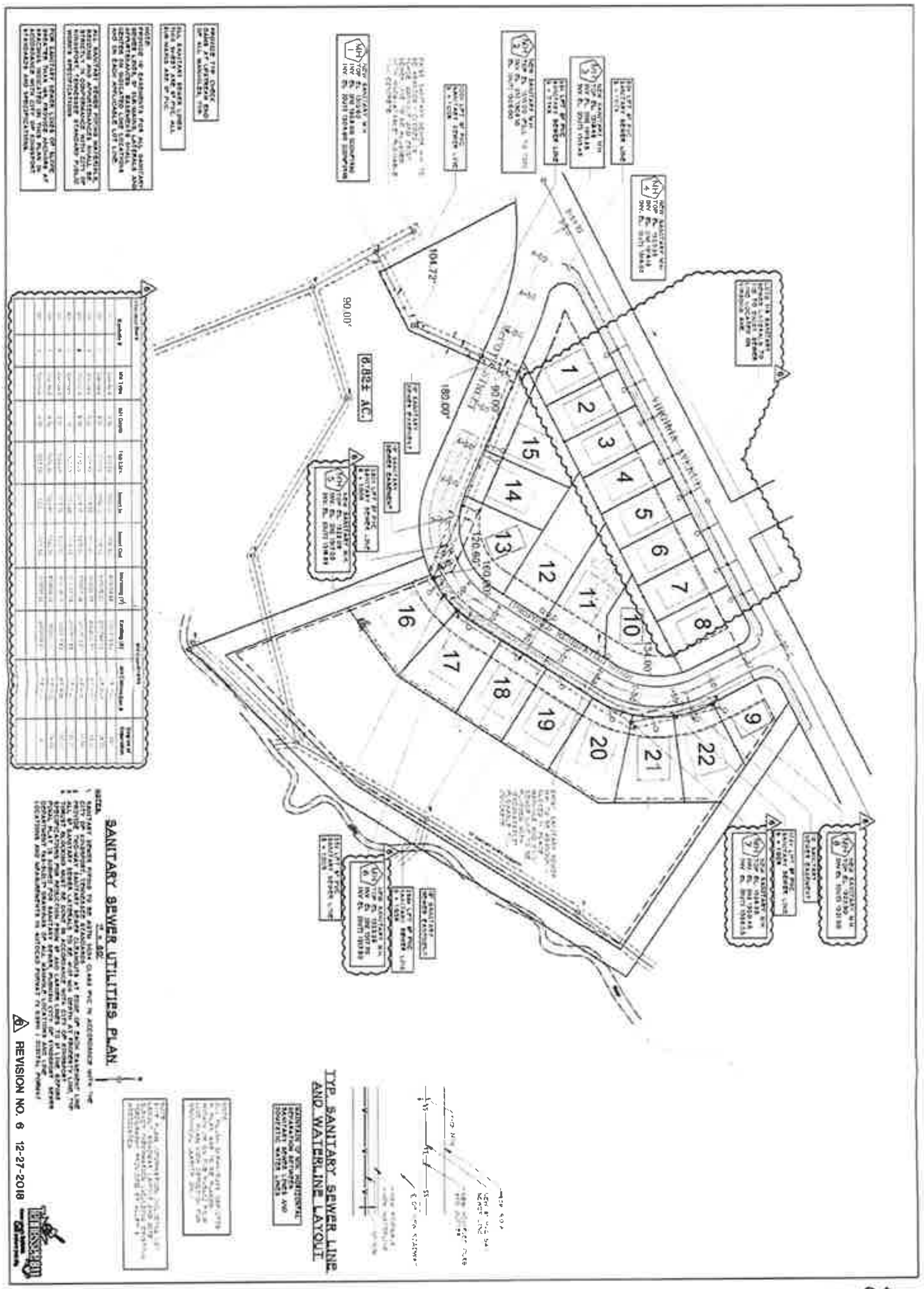
| SHEET NO | SHEET TITLE |
|---|---|
| COVER | COVER |
| SP-1 | ROADWAY AND SIDEWALK DETAILS |
| SP-2 | SITE ROADWAY LAYOUT AND STAKING PLAN |
| SP-3 | SITE GRADING AND STORM SEWER UTILITIES PLAN |
| SP-4 | STREET PROFILES AND UTILITIES PROFILES – STORM SEWER |
| SP-4.1 | STREET PROFILES AND UTILITIES PROFILES – STORM SEWER |
| SP-5 | SITE STORM DETAILS |
| SP-6 | SANITARY SEWER UTILITIES PLAN |
| SP-7 | STREET PROFILES AND UTILITIES PROFILES – SANITARY SEWER |
| SP-8 | STREET PROFILES AND UTILITIES PROFILES – SANITARY SEWER |
| SP-9 | WATER UTILITIES PLAN |
| SP-10 | SITE UTILITIES DETAILS – SANITARY SEWER |
| SP-11 | SITE UTILITIES DETAILS – WATER |
| SP-12 | EROSION CONTROL PLAN |
| SP-13 | EROSION CONTROL DETAILS |


SPODEN & WILSON
CONSULTING ENGINEERS
430 CLAY STREET
KINGSPORT, TENNESSEE 37660
Phone: (423) 245-1181 Fax: (423) 245-0552
email: aweng@spodenwilson.com


SET NO. ____

DATE: 06-07-2018
REV: 12-27-2018

FILE NO.: 18086




SHEET TITLE

SANITARY SEWER UTILITIES PLAN

# CHEROKEE BEND

KINGSPORT TENNESSEE

SCHOOL HOUSE, LLC

KINGSPORT TENNESSEE

SPODEN & WILSON
CONSULTING ENGINEERS
430 CLAY STREET
KINGSPORT, TENNESSEE 37660
Phone (423) 245-1161 Fax (423) 245-0862

SP-6

City of Kingsport
MATERIALS AGREEMENT

| Developer | Development | Proposed Lots/Development | Agreement Amt. | Date | Bldg. Permits | CO's | Status |
|---|---|---|---|---|---|---|---|
| Butch Rose | Hillcrest Heights | 6 | $5,140.09 | 06/19/07 | 3 | 3 | Closed |
| | Windridge Phase IV | 40 | $92,202.29 | 04/15/08 | 15 | 14 | Closed |
| Jeff McKee | Settler's Ridge Phase I | 41 | $45,344.29 | 03/20/07 | Total of 7 | 7 | Closed |
| | Settler's Ridge Phase II | 7 | $18,822.89 | 11/06/07 | | | Closed |
| Edinburgh Group LLC | Edinburgh Phase I, Section 1 | 32 | $42,867.62 | 02/19/07 | Total of 206 | 150 | Closed |
| | Edinburgh Phase I, Section 2 | 15 | $25,205.92 | 04/17/07 | | | Closed |
| | Edinburgh Phase 2, Section 1A | 6 | $2,852.48 | 02/02/10 | | | Closed |
| | Edinburgh Phase 2, Section 2 | 6 | $11,976.02 | 11/16/10 | | | Closed |
| | Edinburgh Phase 2, Section 2B | 11 | $9,472.85 | 10/18/11 | | | Closed |
| | Edinburgh Phase 2, Section 2C | 14 | $20,128.29 | 04/03/12 | | | Closed |
| | Edinburgh Phase 2, Section 2E | 8 | $25,177.34 | 10/02/12 | | | Closed |
| | Edinburgh Phase 2, Section 2F | 9 | $19,382.60 | 05/07/13 | | | Closed |
| | Edinburgh Phase 4 | 17 | $65,033.97 | 07/24/13 | | | Closed |
| | Edinburgh Phase V | 12 | $51,965.42 | 10/7/2014 | | | Closed |
| | Edinburgh Phase VII | 20 | $27,552.51 | 6/2/2015 | | | Closed |
| | Edinburgh Phase 9 | 6 | $5,917.93 | 5/5/2016 | | | Open |
| | Edinburgh Phase 10 | 10 | $38,265.22 | 3/1/2017 | | | Open |
| | Edinburgh South Phase I | 23 | $36,694.42 | 11/1/2016 | | | Open |
| Jerry Petzoldt | Old Island Phase II | 59 | $118,027.86 | 05/06/08 | 37 | 32 | Closed |
| Jim Nottingham | Riverwatch | 29 | $47,605.13 | 04/15/08 | 22 | 13 | Closed |
| Harold Slemp & Jack McMurray | Villas at Andover - Polo Fields | 104 | $76,522.72 | 08/0707 | 50 | 35 | Closed |
| George Hunt | Hunts Crossing Phase II | 22 | $18,375.20 | 04/15/08 | 6 | 5 | Closed |
| Rob McLean | Anchor Point | 80 | $72,552.51 | 07/15/08 | 38 | 31 | Closed |
| | Anchor Point – Topsail Court | Included in Anchor Point | $3,816.08 | 08/05/08 | | 0 | Closed |
| | Stapleton Dr Phase I | 7 | $8,757.81 | 08/19/08 | 4 | 4 | Closed |
| Ken Bates | Chase Meadows Phase I | 15 | $39,418.91 | 07/15/08 | Total of 48 | 42 | Closed |
| | Chase Meadows Phase II | 87 | $68,096.96 | 08/19/08 | | | Closed |
| Terry Orth | Autumn Woods Phase I | 19 | $30,628.25 | 10/07/08 | 19 | 19 | Closed |
| | Autumn Woods Phase II | 51 | $97,091.46 | 09/01/09 | 41 | 40 | Closed |
| Gary Alexander | Riverbend Phase I | 15 | $65,938.71 | 02/03/09 | 10 | 0 | Closed |
| | Riverbend - Epcon Phase II | 9 | $33,171.54 | 02/01/11 | | | Closed |
| Leonard & Cynthia Gerber | St. Andrew's Garth Phase I | 40 | $34,049.03 | 03/16/10 | 8 | 8 | Closed |
| Jane Karst | Jane Karst Subdivision | 4 | $4,100.78 | 09/20/11 | | | Closed |
| M & M Builders | Brookton Park Subdivision | 7 | $2,145.88 | 09/20/11 | 7 | 7 | Closed |
| Vic Davis | The Summitt at Preston Park Ph. 3 | 20 | $79,327.82 | 12/03/13 | 3 | 2 | Closed |
| | TOTAL | 851 | $1,343,628.80 | | 524 | 412 | |

Revised 02/06/19

KINGSPORT
TENNESSEE

## 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-25-2019 | Final Adoption: | February 19, 2019 |
| Work Session: | February 5, 2019 | Staff Work By: | Ken Weems |
| First Reading: | February 5, 2019 | Presentation 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 | O |
|---|---|---|---|
| Adler | | | |
| Begley | | | |
| Cooper | | | |
| George | | | |
| McIntire | | | |
| Olterman | | | |
| Clark | | | |

KINGSPORT
TENNESSEE

# 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-25-2019 | Final Adoption: | February 19, 2019 |
| Work Session: | February 5, 2019 | Staff Work By: | Ken Weems |
| First Reading: | February 5, 2019 | Presentation 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 | O |
|---|---|---|---|
| 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; 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 11TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the zoning code, text, and map, be and the same is hereby further amended to rezone property located along North John B Dennis Highway from P-1, Professional Offices District to B-4P, Planned Business District in the 11th 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; 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______

## Kingsport Regional Planning Commission

**Rezoning Report** **File Number 18-101-00011**

# 2400 and 2404 N John B Dennis Rezoning

| **Property Information** | | | |
|---|---|---|---|
| **Address** | 2400 and 2404 N John B Dennis Highway | | |
| **Tax Map, Group, Parcel** | Map 47, A, 011.25, 011.26, 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 Information** | |
|---|---|
| **Name: John Kelly**<br>**Address: 4104 Sullivan Gardens Drive**<br>**City: Kingsport**<br>**State: TN** **Zip Code: 37660**<br>**Phone: (423) 416-0959** | **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.*** |

**Planning Department Recommendation**

**The Kingsport Planning Division recommends sending a POSITIVE recommendation to the Kingsport Board of Mayor and Aldermen for the following reason:**

*The proposed B-4P zone for the area will make the rezoning site suitable for future commercial uses consistent with the retail/commercial future land use plan designation.*

**Staff Field Notes and General Comments:**

*There are no new structures planned for the site.*

*2400 N John B Dennis received approval from the Board of Zoning Appeals during their May 2016 meeting for a medical office use (prosthetics)*

*On-premises alcoholic beverage sales will not be permitted in the rezoning area due to the location of a private school located in the church across N John B Dennis from the site. In order to conduct on-premises alcoholic beverage sales, appropriately zoned sites must be further than 300 feet from any school, from K-12, whether public or private. The 300 foot measurement is taken from parcel boundary to parcel boundary. The distance from the rezoning site to the existing private school is approximately 195 feet.*

*To date, no calls or comments have been received about the rezoning proposal.*

| | | | |
|---|---|---|---|
| Planner: | Ken Weems | Date: | January 3, 2019 |
| **Planning Commission Action** | | **Meeting Date:** | **January 17, 2019** |
| Approval: | | | |
| Denial: | | Reason for Denial: | |

# Kingsport Regional Planning Commission

**Rezoning Report** **File Number 18-101-00011**

| Deferred: | | Reason for Deferral: | |
|---|---|---|---|

**PROPERTY INFORMATION**

| | |
|---|---|
| **ADDRESS** | 2400 and 2404 N John B Dennis Highway |
| **DISTRICT** | 11 |
| **OVERLAY DISTRICT** | n/a |
| **EXISTING ZONING** | P-1 (Professional Offices District) |
| **PROPOSED ZONING** | B-4P (Planned Business District) |
| **ACRES** | 2.8 +/- |
| **EXISTING USE** | professional office use and vacant building |
| **PROPOSED USE** | professional office use at 2404 N John B Dennis will remain the same. The 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.*

## Vicinity Map

## ArcGIS Web Map


1/4/2019 9:53:39 AM

1:13,056

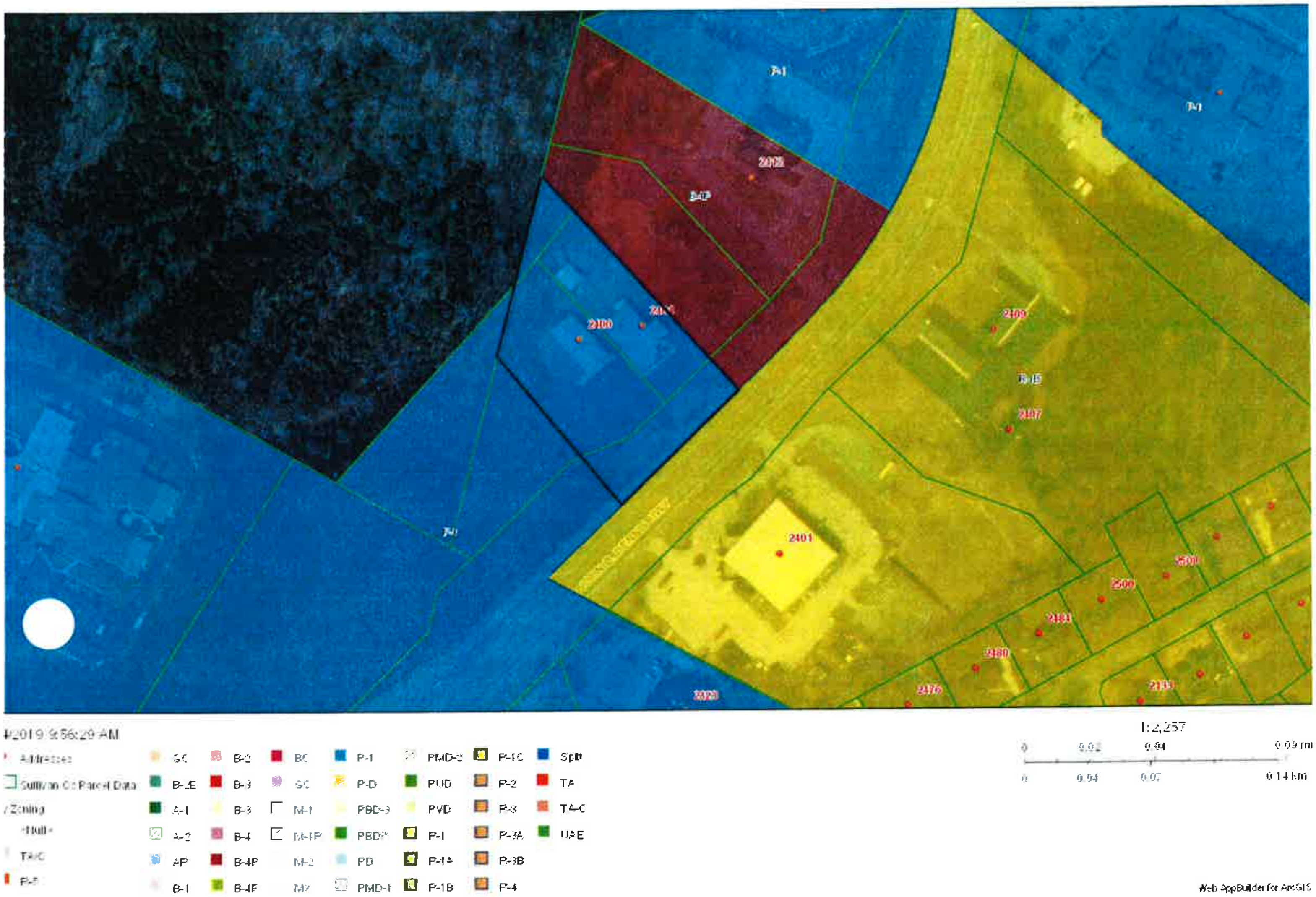
0 0.17 0.35 0.7 mi

0 0.28 0.55 1.1 km

Web AppBuilder for ArcGIS

## Surrounding Zoning Map

## ArcGIS Web Map



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

### ArcGIS Web Map

# Aerial

## ArcGIS Web Map


1/4/2019 10:56:23 AM

- Addresses
- Sullivan Co Parcel Data

1:2,257

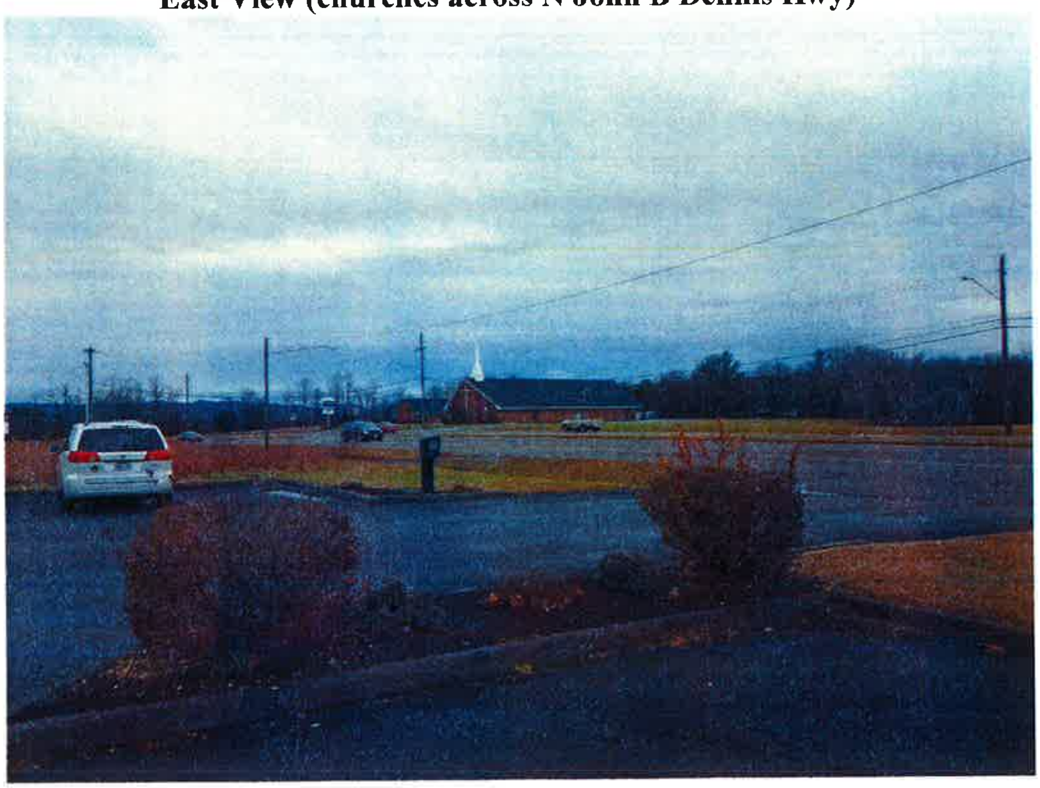
0 0.02 0.04 0.09 mi

0 0.04 0.07 0.14 km

Web AppBuilder for ArcGIS

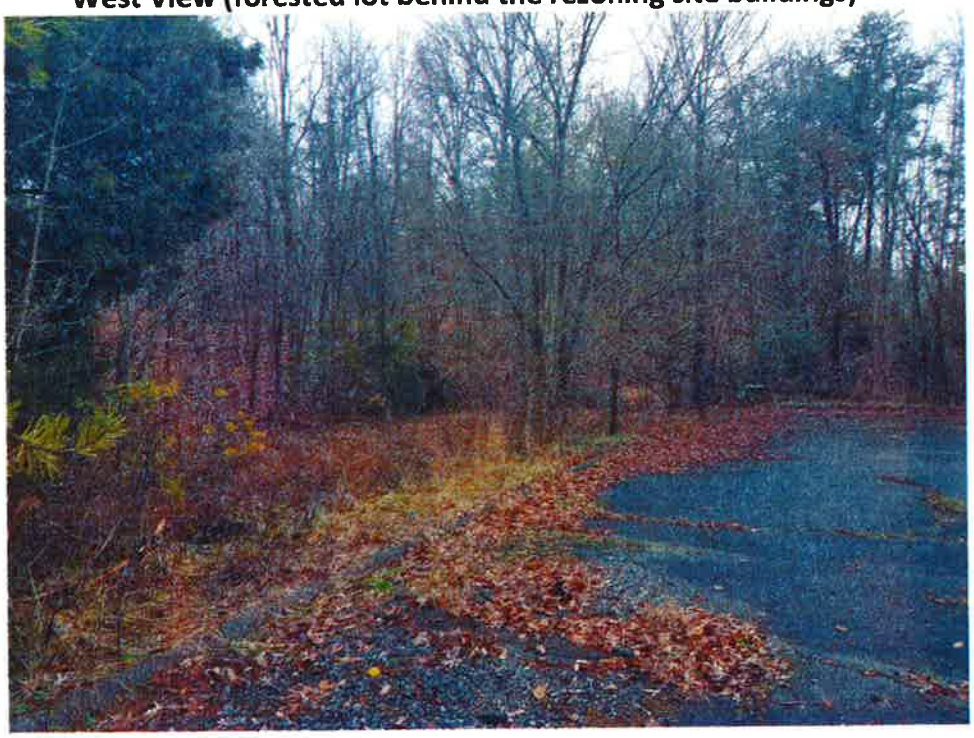
North View (medical office and nursing home)

East View (churches across N John B Dennis Hwy)



**South View (overgrown lot)**

**West View (forested lot behind the rezoning site buildings)**



**Rezoning Site Buildings**

**Existing Zoning/ Land Use Table**

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

## Existing Uses Location Map

ArcGIS Web Map


2019 11:05:22 AM

Addresses

Sullivan Co Parcel Data

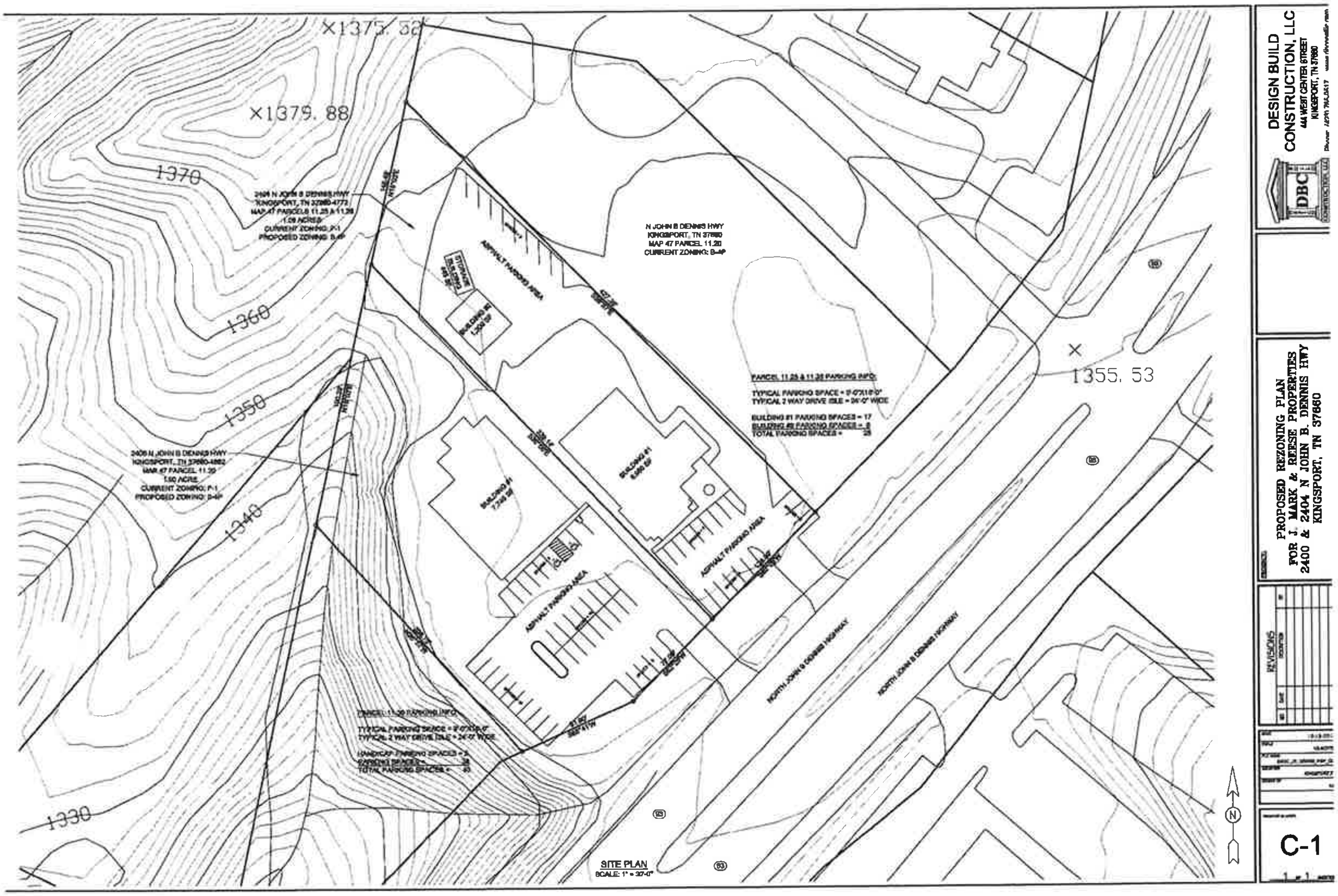
1:2,257

0 0.02 0.04 0.09 mi

0 0.04 0.07 0.14 km

Web AppBuilder for ArcGIS

## 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.

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.

KINGSPORT
TENNESSEE

**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
From: Jeff Fleming, City Manager

| | | | |
|---|---|---|---|
| Action Form No.: | AF-31-2019 | Final Adoption: | February 19, 2019 |
| Work Session: | February 5, 2019 | Staff Work By: | Keith Bruner |
| First Reading: | February 5, 2019 | Presentation 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

| | Y | N | O |
|---|---|---|---|
| Adler | | | |
| Begley | | | |
| Cooper | | | |
| George | | | |
| McIntire | | | |
| Olterman | | | |
| Clark | | | |

KINGSPORT
TENNESSEE

# 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
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, 2019
Staff Work By: Keith Bruner
Presentation By: Lynn Tully

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**Recommendation:**
Approve the Ordinance.

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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.

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

**Attachments:**
1. Ordinance
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| George | | | |
| McIntire | | | |
| Olterman | | | |
| Clark | | | |

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

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 public use, inspection 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 public use, inspection and examination. 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 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 for public use, inspection 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:

| Replace 2018 Tables | with | 2009 Tables |
|---|---|---|
| C402.1.4<br>Opaque thermal envelope<br>Assembly requirements | | 502.1.2<br>Building Envelope<br>requirements Opaque<br>Element, max U-Factors |
| C402.1.3<br>Opaque thermal envelope<br>Requirements | | 502.2(1)<br>Building envelope requirements<br>opaque assemblies |
| C402.4<br>Building envelope requirements<br>Fenestrations | | 502.3<br>Building envelope requirements<br>Fenestrations |
| C403.3.2 (1)-(9)<br>HVAC equip performance | | 503.2.3(1)-(7)<br>HVAC equip performance |
| R402.1.2<br>Insulation and fenestration<br>Requirements by component | | 402.1.1<br>Insulation and fenestration<br>Requirements by component |
| R402.1.4<br>Equivalent U-factors | | 402.1.3<br>Equivalent U-factors |
| R405.5.2 (1)<br>Spec for standard reference<br>proposed design | | 405.5.2(1)<br>Spec for standard reference and<br>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 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____________

TN Commerce & Insurance

**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 https://publications.tnsosfiles.com/rules/0780/0780-02/0780-02-23.20170202.pdf. 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 gary.farley@tn.gov or 615-532-5805 if you have questions or concerns related to your, or the statewide code adoption process.

Fire Prevention/State Fire Marshal's Office • 500 James Robertson Pkwy •
Davy Crockett Tower • Nashville, TN 37243
Tel: 615-532-6391 • Fax: 615-741-1475 • tn.gov/fire

KINGSPORT
TENNESSEE

## 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 | Final Adoption: | February 19, 2019 |
| Work Session: | February 18, 2019 | Staff Work By: | Committee |
| First Reading: | N/A | Presentation 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 | O |
|---|---|---|---|
| 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 vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the 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. |
| | ***Manufacturer Proposed*** | | Extreme | Extreme |
| | ***Cost of E-rate eligible product/service*** | | $647,972.60 | $554,954.78 |
| | ***Cost of E-rate ineligible product/service*** | | $ 73,221.60 | $ 64,736.32 |
| | ***Total Cost of Service to District**** | | $ 721,194.20 | $ 619,691.10 |
| **No.** | **Factor** | **% of total price points** | 86% | 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**<br>- Proposal meets or exceeds all technical requirements<br>- Compatibility with existing systems<br>- 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.

| **City of Kingsport for its Kingsport City Schools** | **Accepted by Personal Computer Systems, Inc.** |
|---|---|
| Print Name: ______________________ | Print Name: ______________________ |
| By: ______________________ | By: ______________________ |
| Title: ______________________ | Title: ______________________ |
| Date: ______________________ | Date: ______________________ |

| Proposal Submitted By: | |
|---|---|
| Company Name: | PCS, Inc |
| Company SPIN (498 ID): | 143025290 |
| Contact Name: | Cathy Young |
| Contact Email: | cyoung@pcsknox.com |
| Contact Phone: | 865-273-1960 |
| [illegible] | 49003 |

**Internal Connections**

| School/Building Name (optional) | Category | Manufacturer Name | Description (optional) | Model Number | Estimated Quantity | Must Be Completed by Vendor: Price/Unit | Extended Price (quantity * unit price) | Only required for vendors submitting equivalent product line quotes: Equivalent Make | Equivalent Model | E-rate Product Eligibility % |
|---|---|---|---|---|---|---|---|---|---|---|
| John Sevier Middle School | Switches | Extreme | X450-G2-48P-10GE4-BASE | 16179 | 3 | $ 3,087.44 | $ 9,262.32 | | | 100 |
| | Switches | Extreme | X450-G2-48P-GE4-BASE | 16175 | 12 | $ 2,385.25 | $ 28,623.00 | | | 100 |
| | Related Components | Extreme | 10 Gig LRM Modules | 10303-IL | 5 | $ 181.25 | $ 906.25 | | | 100 |
| | Related 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 | 15 | $ 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 | 2 | $ 231.88 | $ 463.76 | | | 100 |
| | Related Components | Extreme | 1m QSFP+ Passive Copper Cable | 10312 | 13 | $ 152.25 | $ 1,979.25 | | | 100 |
| | Access Points | Extreme | 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 - Switches~~ | ~~PCS~~ | ~~Installation, Configuration and Activation of Switches~~ | ~~PTAC_REACH~~ | ~~15~~ | ~~$ 150.00~~ | ~~$ 2,250.00~~ | | | ~~100~~ Remove |
| | Cabling | PCS | CAT6 drops - data drops to classroom | LABOR-WIRING | 11 | $ 175.00 | $ 1,925.00 | | | 100 |
| | Cabling | PCS | CAT 6 drops for new access points | LABOR-WIRING | 19 | $ 175.00 | $ 3,325.00 | | | 100 |
| | Cabling | PCS | Relocation of AP | LABOR-WIRING | 9 | $ 90.00 | $ 810.00 | | | 100 |
| John Sevier Middle School Subtotal | | | | | | | $ ~~[illegible]~~ | 47,415.41 | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| Ross N Robinson | Switches | Extreme | X450-G2-48P-10GE4-BASE | 16179 | 4 | $ 3,087.44 | $ 12,349.76 | | | 100 |
| | Switches | Extreme | X450-G2-48P-GE4-BASE | 16175 | 12 | $ 2,385.25 | $ 28,623.00 | | | 100 |
| | Related Components | Extreme | 10 Gig LRM Modules | 10303-IL | 6 | $ 181.25 | $ 1,087.50 | | | 100 |
| | Related Components | Extreme | SUMMIT 1100W AC PSU FB | 10941 | 16 | $ 512.75 | $ 8,204.00 | | | 100 |

ATTACHMENT A
PAGE 1 OF 4

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | Related Components | Extreme | SUMMIT X460-G2 FAN MOD FB | 10945 | 16 | $ 138.25 | $ 2,212.00 | | | 100 |
| | Related Components | Extreme | PWR CORD 13A USA NEMA 5-15 IEC320-C15 | 10099 | 16 | $ 11.81 | $ 188.96 | | | 100 |
| | Related Components | Extreme | 3m QSFP+ Passive Copper Cable | 10313 | 2 | $ 231.88 | $ 463.76 | | | 100 |
| | Related Components | Extreme | 1m QSFP+ Passive Copper Cable | 10312 | 14 | $ 152.25 | $ 2,131.50 | | | 100 |
| | Access Points | Extreme | AP3915 | 31028 | 95 | $ 231.88 | $ 22,028.60 | | | 100 |
| | Installation - APs | Extreme | Installation, Configuration and Activation of Access Points (only if a separate charge) | PTAC_REACH | 95 | $ 40.00 | $ 3,800.00 | | | 100 |
| | ~~Installation - Switches~~ | ~~PCS~~ | ~~Installation, Configuration and Activation of Switches~~ | ~~PTAC_REACH~~ | ~~16~~ | ~~$ 150.00~~ | ~~$ 2,400.00~~ | | | ~~100~~ Remov |
| | Cabling | PCS | CAT 6 drops for new access points | LABOR-WIRING | 13 | $ 175.00 | $ 2,275.00 | | | 100 |
| | Cabling | PCS | CAT6 drops - data drops to classroom | LABOR-WIRING | 13 | $ 175.00 | $ 2,275.00 | | | 100 |
| | Cabling | PCS | Relocation of AP | LABOR-WIRING | 23 | $ 90.00 | $ 2,070.00 | | | 100 |
| Ross N Robinson Subtotal | | | | | | | $ ~~90,109.08~~ | 87,709.08 | | |
| | | | | | | | | | | |
| Dobyns- Bennett High School | Switches | Extreme | X450-G2-48P-10GE4-BASE | 16179 | 11 | $ 3,087.44 | $ 33,961.84 | | | 100 |
| | Switches | Extreme | X450-G2-48T-10GE4-BASE | 16178 | 2 | $ 3,040.63 | $ 6,081.26 | | | 100 |
| | Switches | Extreme | X450-G2-24T-10GE4-BASE | 16176 | 5 | $ 2,104.38 | $ 10,521.90 | | | 100 |
| | Switches | Extreme | X450-G2-48P-GE4-BASE | 16175 | 38 | $ 2,385.25 | $ 90,639.50 | | | 100 |
| | Switches | Extreme | VDX6740 24P SFP+ AC NON PT SIDE | BR-VDX6740-24-F | 1 | $ 7,487.81 | $ 7,487.81 | | | 100 |
| | Switches | Extreme | 8PT 10G SFP+ PT DEMAND POD LIC | BR-VDX6740-8X10G-POD | 1 | $ 1,925.00 | $ 1,925.00 | | | 100 |
| | Switches | Extreme | EW NBD AHR H32103 | 97004-H32103 | 1 | $ 685.00 | $ 685.00 | | | 100 |
| | Rack | Extreme | FRU 6510 FIX RM KIT | XEN-R000291 | 1 | $ 82.25 | $ 82.25 | | | 100 |
| | Related Components | Extreme | PWR CORD 13A USA NEMA 5-15 IEC320-C15 | 10099 | 49 | $ 11.81 | $ 578.69 | | | 100 |
| | Related Components | Extreme | PWR CORD NA 10A NEMA 5-15P IEC320 C13 11 | 10061 | 7 | $ 7.44 | $ 52.08 | | | 100 |
| | Related Components | Extreme | SUMMIT 1100W AC PSU FB | 10941 | 49 | $ 512.75 | $ 25,124.75 | | | 100 |
| | 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 | 10313 | 2 | $ 231.88 | $ 463.76 | | | 100 |
| | Related Components | Extreme | 1m QSFP+ Passive Copper Cable | 10312 | 54 | $ 152.25 | $ 8,221.50 | | | 100 |
| | 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 | $ 40.00 | $ 10,080.00 | | | 100 |
| | ~~Installation - Switches~~ | ~~PCS~~ | ~~Installation, Configuration and Activation of Switches~~ | ~~PTAC_REACH~~ | ~~56~~ | ~~$ 150.00~~ | ~~$ 8,400.00~~ | | | ~~100~~ Remov |

ATTACHMENT A
PAGE 2 OF 4

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | 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 | $ 175.00 | $ 6,300.00 | | | 100 | |
| | Cabling | PCS | Relocation of AP | LABOR-WIRING | 10 | $ 90.00 | $ 900.00 | | | 100 | |
| Dobyns-Bennett High School Subtotal | | | | | | | $ 280,656.10 | 212,856.10 | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| Cora Cox - HS Annex | Switches | Extreme | X450-G2-48P-10GE4-BASE | 16179 | 1 | $ 3,087.44 | $ 3,087.44 | | | 100 | |
| | Switches | Extreme | X450-G2-48P-GE4-BASE | 16175 | 3 | $ 2,385.25 | $ 7,155.75 | | | 100 | |
| | Switches | Extreme | X450-G2-24P-GE4-BASE | 16173 | 2 | $ 1,355.38 | $ 2,710.76 | | | 100 | |
| | Related Components | Extreme | SUMMIT 1100W AC PSU FB | 10941 | 6 | $ 512.75 | $ 3,076.50 | | | 100 | |
| | Related Components | Extreme | SUMMIT X460-G2 FAN MOD FB | 10945 | 6 | $ 138.25 | $ 829.50 | | | 100 | |
| | Related Components | Extreme | 1m 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 | | | 100 | |
| | Installation - APs | | Installation, Configuration and Activation of Access Points (only if a separate charge) | PTAC_REACH | 19 | $ 40.00 | $ 760.00 | | | 100 | |
| | ~~Installation - Switches~~ | ~~PCS~~ | ~~Installation, Configuration and Activation of Switches~~ | ~~PTAC_REACH~~ | ~~15~~ | ~~$ 150.00~~ | ~~$ 2,250.00~~ | | | ~~100~~ | Remove |
| | Cabling | PCS | Relocation of AP | LABOR-WIRING | 4 | $ 90.00 | $ 360.00 | | | 100 | |
| Cora Cox - HS Annex Subtotal | | | | | | | $ ~~25,260.03~~ | 23,010.03 | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| Dobyns- Bennett High School - New Addition | Switches | Extreme | X450-G2-48P-10GE4-BASE | 16179 | 11 | $ 3,087.44 | $ 33,961.84 | | | 100 | |
| | Related Components | Extreme | 10 Gig LRM Modules | 10303-IL | 10 | $ 181.25 | $ 1,812.50 | | | 100 | |
| | Related Components | Extreme | SUMMIT 1100W AC PSU FB | 10941 | 11 | $ 512.75 | $ 5,640.25 | | | 100 | |
| | Related Components | Extreme | SUMMIT X460-G2 FAN MOD FB | 10945 | 11 | $ 138.25 | $ 1,520.75 | | | 100 | |
| | Related Components | Extreme | 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 | $ 231.88 | $ 463.76 | | | 100 | |
| | Related Components | Extreme | 1m QSFP+ Passive Copper Cable | 10312 | 9 | $ 152.25 | $ 1,370.25 | | | 100 | |
| | Access Points | Extreme | AP3915 | 31028 | 54 | $ 231.88 | $ 12,521.52 | | | 100 | |
| | Installation - APs | Extreme | Installation, Configuration and Activation of Access Points (only if a separate charge) | PTAC_REACH | 54 | $ 40.00 | $ 2,160.00 | | | 100 | |
| | ~~Installation - Switches~~ | ~~PCS~~ | ~~Installation, Configuration and Activation of Switches~~ | ~~PTAC_REACH~~ | ~~15~~ | ~~$ 150.00~~ | ~~$ 2,250.00~~ | | | ~~100~~ | Remove |
| Dobyns-Bennett High School - New Addition Sub | | | | | | | $ ~~81,830.78~~ | 59,580.78 | | | |

ATTACHMENT A
PAGE 3 OF 4

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Licensing to be price allocated as desired between eligible entities | | | | | | | | | | |
| | Wirelss | Extreme | WLAN CTRL CAP UPG FOR C25 & V2110 | WS-APCAP-16 | 23 | $ 1,004.06 | $ 23,093.38 | | | 100 |
| | Wireless | Extreme | TAC 24X7X365 E-SUP DELIVERY | 97003-820285 | 23 | $ 180.00 | $ 4,140.00 | | | 100 |
| Licensing Total | | | | | | | $ 27,233.38 | OK | | |
| | | | | | | | | | | |
| SUBTOTAL OF E-RATE ELIGIBLE ITEMS | | | | | | | $ 574,754.78 | | | |
| | | | | | | | | | | |
| Not E-rate Eligible | | | | | | | | | | |
| Central Office | Switches | Extreme | X450-G2-48P-10GE4-BASE | 16179 | 3 | $ 3,087.44 | $ 9,262.32 | | | 0 |
| | Switches | Extreme | X450-G2-48P-GE4-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 X460-G2 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 | 1m QSFP+ Passive Copper Cable | 10312 | 17 | $ 152.25 | $ 2,588.25 | | | 0 |
| | Access Points | Extreme | AP3915 | 31028 | 21 | $ 231.88 | $ 4,869.48 | | | 0 |
| | Installation - APs | | Installation, Configuration and Activation of Access Points (only if a separate charge) | PTAC_REACH | 21 | $ 40.00 | $ 840.00 | | | 0 |
| | ~~Installation - Switches~~ | ~~PCS~~ | ~~Installation, Configuration and Activation of Switches~~ | ~~PTAC_REACH~~ | ~~15~~ | ~~$ 150.00~~ | ~~$ 2,250.00~~ | | | 0 Remov |
| | Cabling | PCS | CAT 6 drops for new access points | LABOR-WIRING | 1 | $ 175.00 | $ 175.00 | | | 0 |
| | Cabling | PCS | Relocation of AP | LABOR-WIRING | 1 | $ 90.00 | $ 90.00 | | | 0 |
| Central Office Total | | | | | | | $ ~~64,736.32~~ | 62,486.32 | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| TOTAL | | | | | | | $ 639,491.10 | | | |

$ - 19,800

Signature Below Accepts the Following:

Term of Service 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 ______________________

*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

KINGSPORT
TENNESSEE

## AGENDA ACTION FORM

### Settlement of a Claim – 918 Dale Street

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

| | | | |
|---|---|---|---|
| Action Form No.: | AF-42-2019 | Final Adoption: | February 19, 2019 |
| Work Session: | February 18, 2019 | Staff Work By: | Fleming/Billingsley/Risk |
| First Reading: | N/A | Presentation By: | Jeff Fleming |

---

**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 | O |
|---|---|---|---|
| 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

KINGSPORT
TENNESSEE

# 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-41-2019 | Final Adoption: | February 19, 2019 |
| Work Session: | February 18, 2019 | Staff Work By: | Niki Ensor |
| First Reading: | N/A | Presentation 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 | N | O |
|---|---|---|---|
| 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 vice-mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an amendment to the agreement with 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 The City of Kingsport ("the City") and T-Mobile South LLC a Delaware limited liability company ("TENANT") (collectively, the "Parties").

**W I T N E S S E T H:**

**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. **The Premises**, 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. **Additional Rent**. 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. **No Other Modifications**. Except as amended herein, the (CLA) remains unchanged and in full force and effect.
5. **Conflict**. 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. **Signature Authority**. 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

224 Browder Road
Water Tank
Browder Rd
Lynn Rd
Jericho Dr
Airport Pkwy
81
Move To
KINGSPORT
N
Google Earth
©2018 Google

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

# 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 The City of Kingsport ("the City") and T-Mobile South LLC 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. **The Premises**, 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. **Additional Rent**. 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. **No Other Modifications**. Except as amended herein, the (CLA) remains unchanged and in full force and effect.

5. **Conflict**. 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. **Signature Authority**. 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.

| **LANDLORD:** | **TENANT:** |
|---|---|
| The City of Kingsport, TN | T-Mobile South<br>a Delaware limited liability company |
| By: ______________________ | By: ______________________ |
| Name: ____________________ | Name: ____________________ |
| Title: ____________________ | Title: ____________________ |
| Date: __________________, 201__ | Date: __________________, 201__ |

# EXHIBIT A

## CONSTRUCTION DRAWINGS

*See Attached*

KINGSPORT
TENNESSEE

**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-43-2019 | Final Adoption: | February 19, 2019 |
| Work Session: | February 18, 2019 | Staff Work By: | Committee |
| First Reading: | N/A | Presentation 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 | O |
|---|---|---|---|
| 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:

| MOWING & TRIMMING OF VARIOUS LOCATIONS | | | | | | |
|---|---|---|---|---|---|---|
| Item #: | Manuel Mowing | Earth Effects | Yard Dogs Lawncare | *H & H Property | **KB Lawncare | Precision Lawncare |
| 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 | $ 80.00 | 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 | $ 85.00 | 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 | $ 85.00 | $100.00 | $100.00 | N/A | $ 350.00 | $175.00 |
| 25 | $100.00 | $199.00 | $ 80.00 | N/A | $ 300.00 | $120.00 |

| Item #: | Manuel Mowing | Earth Effects | Yard Dogs Lawncare | *H & H Property | **KB Lawncare | Precision Lawncare |
|---|---|---|---|---|---|---|
| 26 | $ 25.00 | $ 35.00 | $ 25.00 | N/A | $ 50.00 | $ 20.00 |
| 27 | $ 20.00 | $ 75.00 | $ 20.00 | N/A | $ 60.00 | $ 50.00 |
| 28 | $ 20.00 | $ 25.00 | $ 20.00 | N/A | $ 35.00 | $ 25.00 |
| 29 | $175.00 | $100.00 | $ 40.00 | N/A | $ 150.00 | $150.00 |
| 30 | $280.00 | $ 50.00 | $ 25.00 | N/A | $ 100.00 | $ 60.00 |
| 31 | $125.00 | $ 50.00 | $ 35.00 | N/A | $ 150.00 | $100.00 |
| 32 | $ 80.00 | $ 50.00 | $ 75.00 | N/A | $ 195.00 | $ 80.00 |
| 33 | $ 60.00 | $ 50.00 | $ 60.00 | N/A | $ 300.00 | $150.00 |
| 34 | $ 30.00 | $ 50.00 | $ 65.00 | N/A | $ 150.00 | $ 50.00 |
| 35 | $ 80.00 | $ 67.09 | $142.50 | N/A | $ 400.00 | $100.00 |

* H & H Property – All or none - $7,500.00
**KB Lawncare – If awarded all - $8,100.00

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 | JB | Riverwalk Park (near Industry Drive) | $60 |
| 3 | 1 | JB | Preston Park (Suffolk Street) | $75 |
| 4 | 1 | JB | Edinburgh Park (upper and lower areas) | $150 |
| 5 | 1 | JB | Rock Springs Community Center (Rock Springs Road) | $80 |
| 6 | 1 | JB | Lynn View Community Center (does not include inside fenced areas) | $200 |
| 7 | 1 | JB | Highland Park | $15 |
| 8 | 1 | JB | Rotherwood Park | $50 |
| 9 | 1 | JB | Cloud Park | $85 |
| 10 | 1 | JB | Hammond Park | $45 |
| 11 | 1 | JB | Rotary Park | $40 |
| 12 | 1 | JB | Borden Park | $175 |
| 13 | 1 | JB | Dale Street Park | $15 |
| 14 | 1 | JB | Sevier Street Park | $15 |
| 15 | 1 | JB | Carousel Park (Clinchfield Street) | $55 |
| 16 | 1 | JB | 911 Center (Unicoi Street) | $70 |
| 17 | 1 | JB | Midland Center (Midland Drive) | $35 |
| 18 | 1 | JB | Cypress Street Lot (Corner off of Fort Henry Drive) | $15 |
| 19 | 1 | JB | Cleek Road (from Orebank Road to Stone Drive) | $175 |
| 20 | 1 | JB | New Fordtown Road (from intersection to base of I-26 Bridge) | $170 |

| 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 | $300 |
| 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 | $80 |
| 26 | 1 | JB | 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 | $40 |
| 30 | 1 | JB | Sullivan Gardens Parkway | $25 |
| 31 | 1 | JB | Wilcox Extension | $35 |
| 32 | 1 | JB | Meadowview Parkway | $75 |
| 33 | 1 | JB | Jennings Drive | $60 |
| 34 | 1 | JB | Boatyard Cemetary | $65 |
| 35 | 1 | JB | Lynn View (inside lower fence, does not include football field) | $142.50 |

KINGSPORT
TENNESSEE

# AGENDA ACTION FORM

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

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

| | | | |
|---|---|---|---|
| Action Form No.: | AF-30-2019 | Final Adoption: | February 19, 2019 |
| Work Session: | February 18, 2019 | Staff Work By: | Tim Elsea |
| First Reading: | N/A | Presentation 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
2. Amendment Two
3. Map

| | Y | N | O |
|---|---|---|---|
| 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 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, 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 19th 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 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.

**IN WITNESS WHEREOF,**

**CITY OF KINGSPORT**

________________________________________________

**JOHN CLARK, MAYOR** **DATE**

________________________________________________

**PRINTED NAME AND TITLE OF AGENCY SIGNATORY (above)**

**APPROVED AS TO FORM AND LEGALITY**

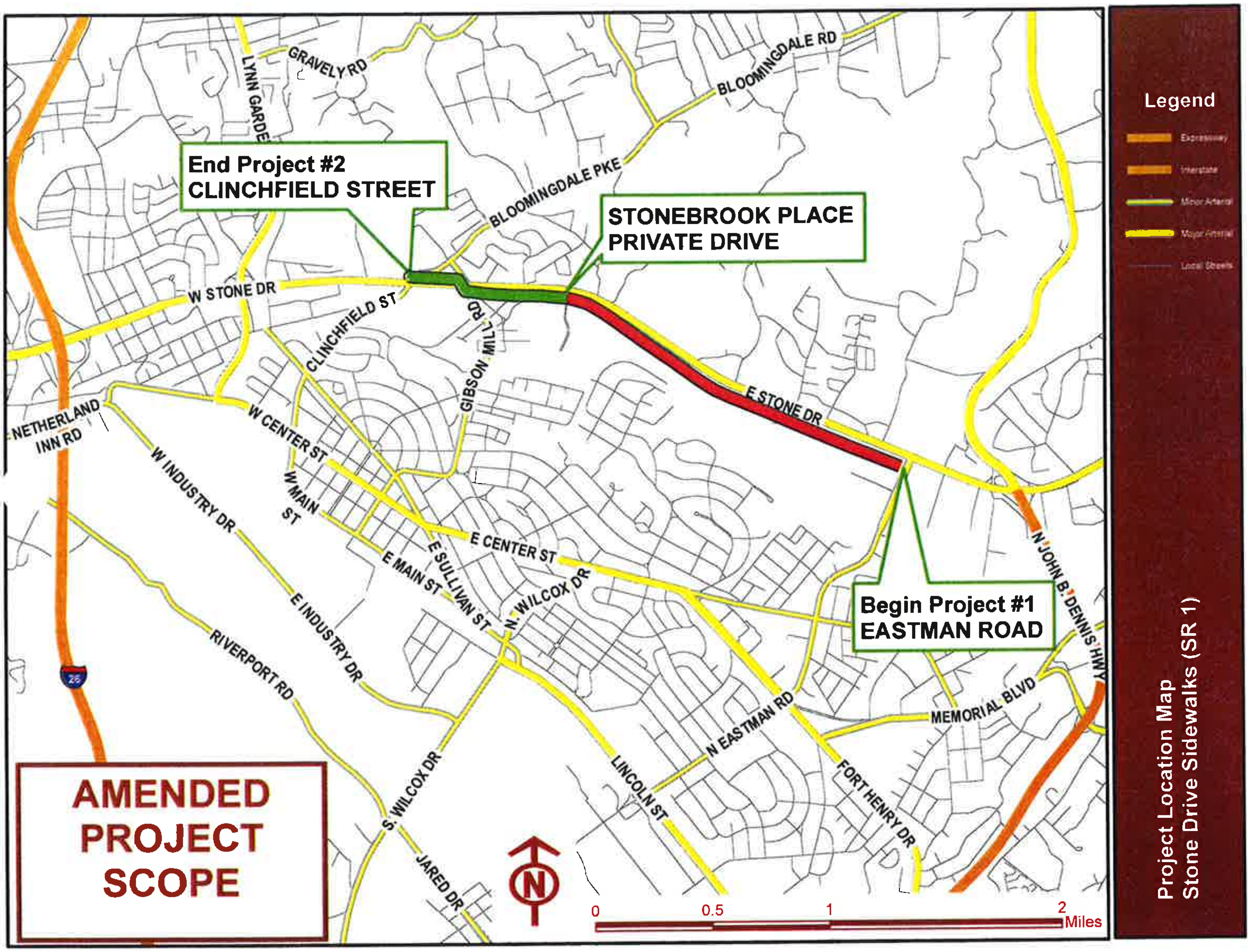
______________________________
**AGENCY ATTORNEY**

**DEPARTMENT OF TRANSPORTATION:**

______________________________
**COMMISSIONER** **DATE**

**APPROVED AS TO FORM AND LEGALITY**

______________________________
**JOHN REINBOLD, GENERAL COUNSEL**



End Project #2
CLINCHFIELD STREET
STONEBROOK PLACE
PRIVATE DRIVE
Begin Project #1
EASTMAN ROAD
AMENDED
PROJECT
SCOPE
GRAVELY RD
LYNN GARDE
BLOOMINGDALE RD
BLOOMINGDALE PKE
W STONE DR
CLINCHFIELD ST
GIBSON MILL RD
E STONE DR
NETHERLAND
INN RD
W CENTER ST
W MAIN
ST
W INDUSTRY DR
E CENTER ST
E MAIN ST
E SULLIVAN ST
N. WILCOX DR
E INDUSTRY DR
RIVERPORT RD
S. WILCOX DR
JARED DR
LINCOLN ST
N EASTMAN RD
FORT HENRY DR
MEMORIAL BLVD
N JOHN B DENNIS HWY
26
N
0
0.5
1
2
Miles
Legend
Expressway
Interstate
Minor Arterial
Major Arterial
Local Streets
Project Location Map
Stone Drive Sidewalks (SR 1)

KINGSPORT
TENNESSEE

## 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
From: Jeff Fleming, City Manager

| | | | |
|---|---|---|---|
| Action Form No.: | AF-34-2019 | Final Adoption: | February 19, 2019 |
| Work Session: | February 18, 2019 | Staff Work By: | Tim Elsea |
| First Reading: | N/A | Presentation By: | Ryan McReynolds |

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**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 Eastman 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 | N | O |
|---|---|---|---|
| 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 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, 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

**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.
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 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 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, 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. 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 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 19th 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.

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.

**IN WITNESS WHEREOF,**

**CITY OF KINGSPORT**

________________________________________

**JOHN CLARK, MAYOR** **DATE**

________________________________________

**PRINTED NAME AND TITLE OF AGENCY SIGNATORY (above)**

**APPROVED AS TO FORM AND LEGALITY**

________________________________________

**AGENCY ATTORNEY**

**DEPARTMENT OF TRANSPORTATION:**

________________________________________

**COMMISSIONER** **DATE**

**APPROVED AS TO FORM AND LEGALITY**

________________________________________

**JOHN REINBOLD, GENERAL COUNSEL**

ATTACHMENT 1 FOR AMENDMENT ONE

**ATTACHMENT 1**

## 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. 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.

**IN WITNESS WHEREOF,**

**CITY OF KINGSPORT**

______________________________________________

**JOHN CLARK, MAYOR** **DATE**

______________________________________________

**PRINTED NAME AND TITLE OF AGENCY SIGNATORY (above)**

**APPROVED AS TO FORM AND LEGALITY**

______________________________________________

**AGENCY ATTORNEY**

**DEPARTMENT OF TRANSPORTATION:**

______________________________________________

**COMMISSIONER** **DATE**

**APPROVED AS TO FORM AND LEGALITY**

______________________________________________

**JOHN REINBOLD, GENERAL COUNSEL**

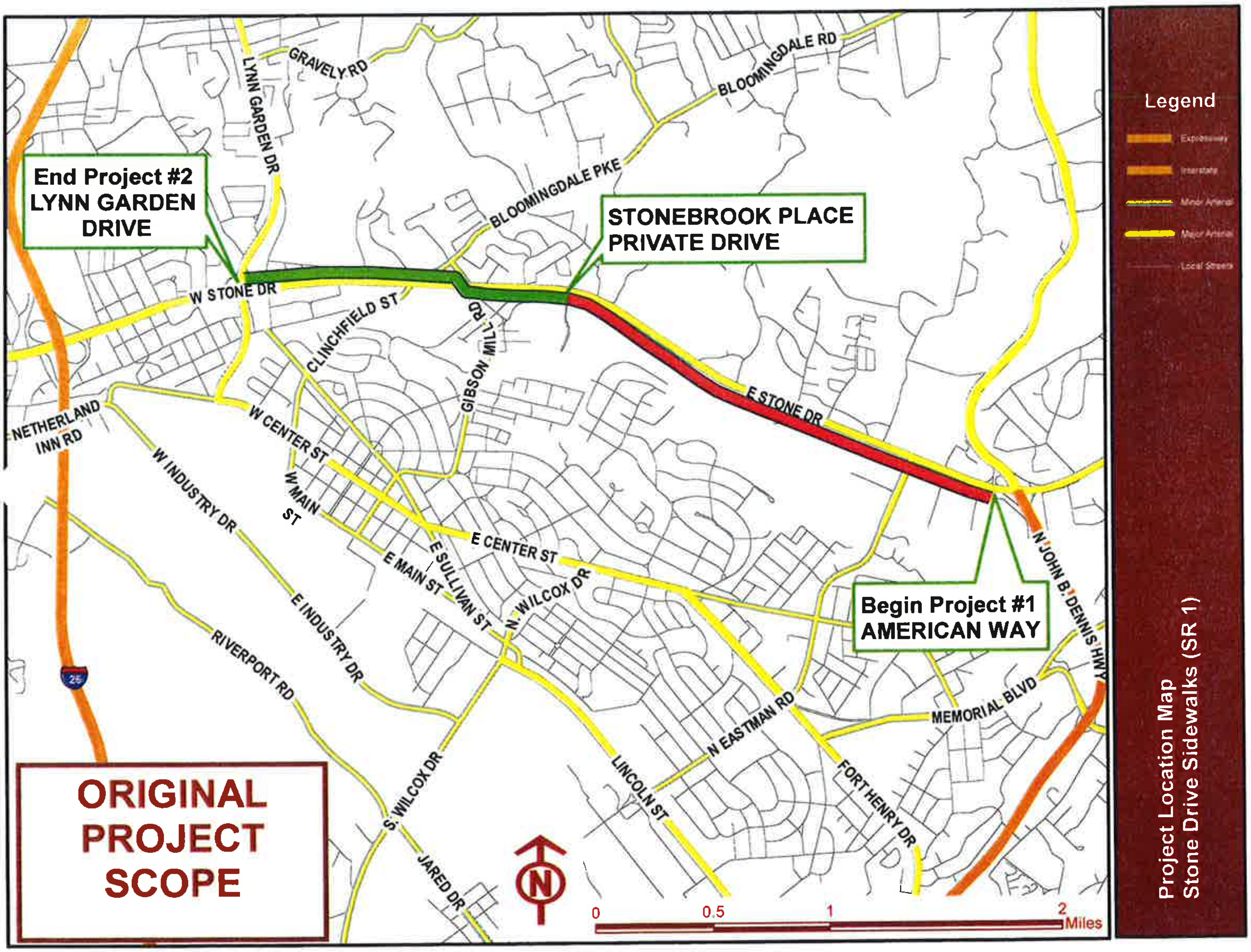
ATTACHMENT 1 FOR AMENDMENT THREE

**ATTACHMENT 1**

## 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** |


End Project #2
LYNN GARDEN
DRIVE
STONEBROOK PLACE
PRIVATE DRIVE
Begin Project #1
AMERICAN WAY
ORIGINAL
PROJECT
SCOPE
GRAVELY RD
LYNN GARDEN DR
BLOOMINGDALE RD
BLOOMINGDALE PKE
W STONE DR
CLINCHFIELD ST
GIBSON MILL RD
E STONE DR
NETHERLAND
INN RD
W CENTER ST
W MAIN
ST
W INDUSTRY DR
E CENTER ST
E MAIN ST
E SULLIVAN ST
N. WILCOX DR
E INDUSTRY DR
RIVERPORT RD
S. WILCOX DR
JARED DR
LINCOLN ST
N EASTMAN RD
FORT HENRY DR
MEMORIAL BLVD
N JOHN B. DENNIS HWY
26
N
0
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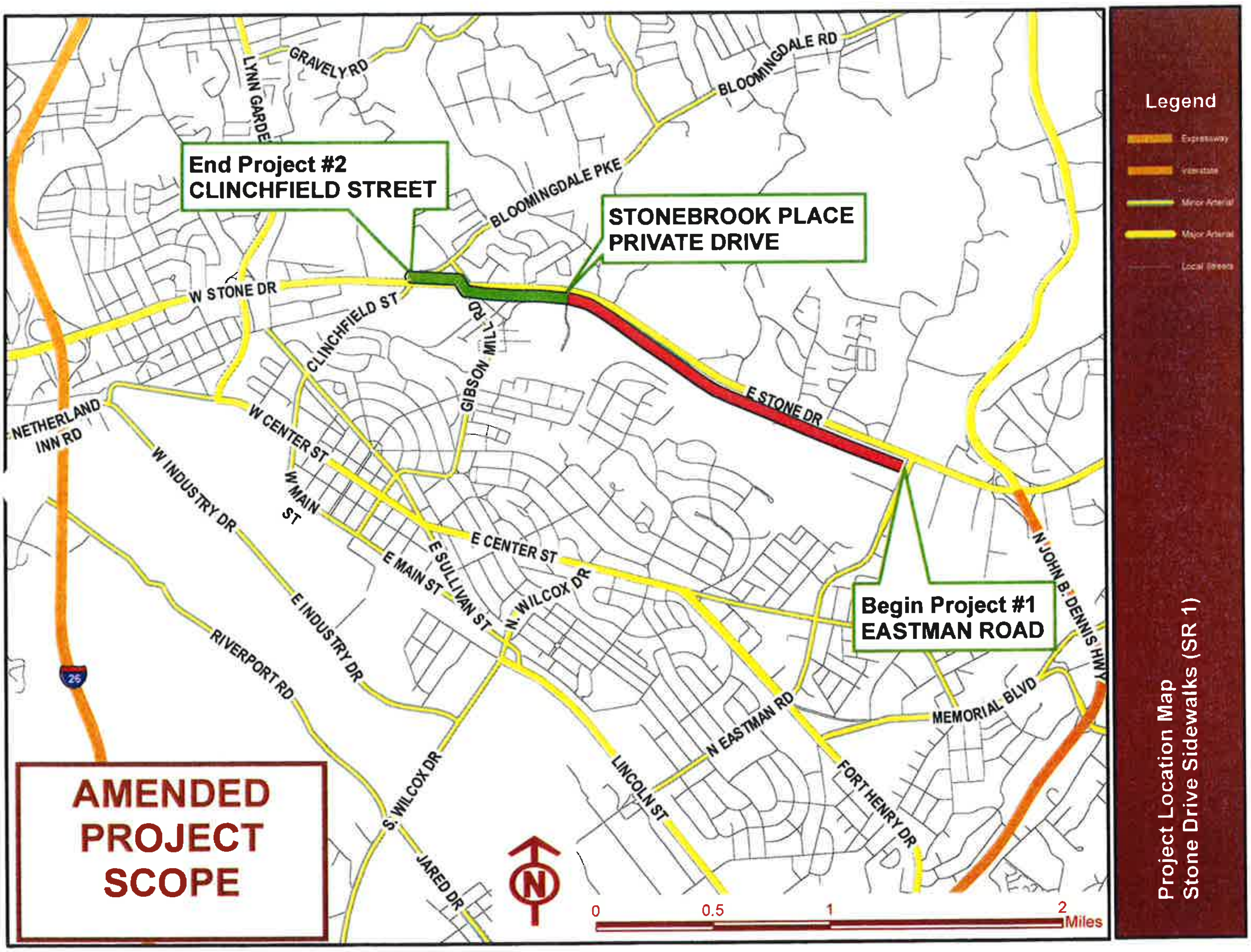
1
2
Miles
Legend
Expressway
Interstate
Minor Arterial
Major Arterial
Local Streets
Project Location Map
Stone Drive Sidewalks (SR 1)


End Project #2
CLINCHFIELD STREET
STONEBROOK PLACE
PRIVATE DRIVE
Begin Project #1
EASTMAN ROAD
AMENDED
PROJECT
SCOPE
GRAVELY RD
LYNN GARDE
BLOOMINGDALE RD
BLOOMINGDALE PKE
W STONE DR
CLINCHFIELD ST
GIBSON MILL RD
E STONE DR
NETHERLAND
INN RD
W CENTER ST
W MAIN
ST
W INDUSTRY DR
E CENTER ST
E MAIN ST
E SULLIVAN ST
N. WILCOX DR
E INDUSTRY DR
RIVERPORT RD
S. WILCOX DR
JARED DR
LINCOLN ST
N EASTMAN RD
FORT HENRY DR
MEMORIAL BLVD
N JOHN B. DENNIS HWY
26
0
0.5
1
2
Miles
Legend
Expressway
Interstate
Minor Arterial
Major Arterial
Local Streets
Project Location Map
Stone Drive Sidewalks (SR 1)

KINGSPORT
TENNESSEE

## 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 Aldermen
From: Jeff Fleming, City Manager

| | | | |
|---|---|---|---|
| Action Form No.: | AF-36-2019 | Final Adoption: | February 19, 2019 |
| Work Session: | February 18, 2019 | Staff Work By: | Capt. Gore |
| First Reading: | N/A | Presentation 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 | O |
|---|---|---|---|
| Adler | | | |
| Begley | | | |
| Cooper | | | |
| George | | | |
| McIntire | | | |
| Olterman | | | |
| Clark | | | |

RESOLUTION NO. _______

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A 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

KINGSPORT
TENNESSEE

## 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 Aldermen
From: Jeff Fleming, City Manager

| | | | |
|---|---|---|---|
| Action Form No.: | AF-37-2019 | Final Adoption: | February 19, 2019 |
| Work Session: | February 18, 2019 | Staff Work By: | Chris McCartt |
| First Reading: | N/A | Presentation 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 | | | |
| Begley | | | |
| Cooper | | | |
| George | | | |
| McIntire | | | |
| Olterman | | | |
| Clark | | | |

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 vice-mayor, is authorized and directed to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an amendment to the agreement 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.
**2. 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.)
**3. 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].
None

**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

*U.S. House of Representatives*

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. (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.)

3. **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].

   None

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.

[*Signature page follows.*]

*U.S. House of Representatives*

Washington, D.C. 20515

# District Office Lease Amendment

(Page 2 of 2 – 116th 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* |
| By: ___________________________ | ______________________________ |
| *Lessor Signature* | *Lessee Signature* |
| Name: | |
| Title: | |
| ______________________________ | ______________________________ |
| *Date* | *Date* |

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

*U.S. House of Representatives*
Washington, D.C. 20515

# District Office Lease Attachment



## 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 **required** for ALL district offices for the 116th Congress.*)

☒ * **Broadband and/or Cable Access to the Leased Space (e.g. Comcast, Cox, Verizon, etc.).**
(*Check broadband status by entering the leased space address at https://broadbandmap.fcc.gov. The parties should also directly discuss broadband status.*)
☒ * **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. ☐ Onsite ☐ On Call Contact Name: ______
Phone Number: ______ Email Address: ______

*Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.*
*Copies may also be faxed to 202-225-6999.*

# District Office Lease Attachment



## 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.

# District Office Lease Attachment



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* |

From the Member's Office, who is the point of contact for questions?
Name Sheila Houser Phone ( 423 ) 247-8161 E-mail sheila.houser @mail.house.gov

**This District Office Lease Attachment and the attached Lease or Amendment have been reviewed and are approved, pursuant to Regulations of the Committee on House Administration.**

Signed ______________________ Date ______________________, 20_____.
(Administrative Counsel)

*Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.*
*Copies may also be faxed to 202-225-6999.*

Print Form

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

**INSTRUCTIONS**

Internal Revenue Code 6109, 31 U.S.C. 3322, 31 CFR 210 and the 1996 Debt Collection Improvement Act require all entities that do business with the United States Government to provide a Tax Identification Number (TIN) and Electronic Funds Transfer (EFT) information for payment. PL 93-579 protects your privacy and mandates that the information never be published or used for any other purpose than to pay you. Please complete all sections below, sign and return via the email or fax number listed.

**RETURN FORM TO:** vendorEFT@mail.house.gov **FAX NUMBER:** (202) 225-6914

## *SECTION I* UNITED STATES HOUSE OF REPRESENTATIVES INFORMATION

| | | | |
|---|---|---|---|
| ADDRESS | US HOUSE OF REPRESENTATIVES - ACCOUNTING, 3110 O'NEILL HOUSE OFFICE BUILDING, WASHINGTON DC 20515 | | |
| AGENCY IDENTIFIER | 53-6002523 | AGENCY LOCATION CODE 4832 | TELEPHONE NUMBER (202) 226-2277 |

## *SECTION II* PAYEE/COMPANY INFORMATION

| | |
|---|---|
| **NAME AS SHOWN ON YOUR INCOME TAX RETURN** | **BUSINESS NAME/DISREGARDED ENTITY NAME OR DBA, IF DIFFERENT THAN NAME ON YOUR INCOME TAX RETURN** |
| **ADDRESS/CITY/STATE/ZIP** | **Enter the correct Tax Identification Number type**<br>SOCIAL SECURITY NUMBER (SSN) ☐☐☐-☐☐-☐☐☐☐ or EMPLOYER TAX ID NUMBER (EIN) ☐☐-☐☐☐☐☐☐☐ |
| **CONTACT PERSON NAME** | **PURCHASE ORDER ADDRESS/CITY/STATE/ZIP** |
| **EMAIL** | **PO EMAIL** |
| **TELEPHONE NUMBER** / **FAX NUMBER** | **TELEPHONE NUMBER** / **FAX NUMBER** |
| **REMIT TO ADDRESS** | |

**CHECK APPROPRIATE BOX FOR FEDERAL TAX CLASSIFICATION (required)**

☐ Individual/Sole Proprietor or Single Member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/Estate

**Limited Liability Company.** Check the tax classification: ☐ C corporation ☐ S corporation ☐ Partnership

**Note.** For a *single-member LLC* that is disregarded, check the appropriate box for the tax classification of the single-member owner.

**Government Entity.** Check the tax classification: ☐ Federal ☐ State ☐ Local

☐ Other ______________________

**Exemptions** (codes apply only to certain entities, not individuals):

Exempt payee code (if any) ________

Exemption from FATCA reporting code (if any) ________

*(Applies to accounts maintained outside the U.S.)*

## *SECTION III* FINANCIAL INSTITUTION INFORMATION *U.S.)*

| | |
|---|---|
| **BANK NAME** | **TELEPHONE NUMBER** |
| **NINE-DIGIT ROUTING TRANSIT NUMBER** | |
| DEPOSITOR ACCOUNT TITLE | |
| **DEPOSITOR ACCOUNT NUMBER** | LOCKBOX NUMBER |
| **TYPE OF ACCOUNT** ○ CHECKING ○ SAVINGS | ○ LOCKBOX |

## *SECTION IV* SOCIO-ECONOMIC INFORMATION

| | |
|---|---|
| **Type of Business** | ○ *Large Business-No Socio-Economic Designations* ○ *Minority* ○ *SmBusiness* ○ *Sm-Disadv/Minority* ○ *Sm-Disadv Only* ○ *SmMin Only* |
| **Sm-Disadvantaged Business Prog** | ○ 8 (a) Firm ○ HUBZone Program ○ *HUBZone Eligible* ○ ***Emerging Small Business*** ○ ***Women-Owned Business*** |
| **Other Preference Programs** | ○ Buy Indian ○ *Directed to JWOD Non-Profit* ○ *No Preference/Not Listed* ○ *Small Business Set-Aside* ○ *Very Small Business Set-Aside* |
| **Veteran Owned Status** | ○ *Non-Vet Owned SmBus* ○ *Other Vet Owned SmBus* ○ *Serv-Disabled Vet Other Bus* ○ *Serv-Disabled Vet Owned SB* ○ *Vet-Owned Other Bus* |
| **Size of Business:** | ○ *(A) 50 or less* ○ *(B) 51-100* ○ *(C) 101-250* ○ *(D) 251-500* ○ *(E) 501-750* ○ *(F) 751-1,000* ○ *(G) Over 1,000* ○ *(M) 1 million or less* ○ *(N) 1.1-2 million* ○ *(P) 2.1-3.5 million* ○ *(R) 3.1-5 million* ○ *(S) 5.1-10 million* ○ *(T) 10.1-17 million* ○ *(Z) Over 17 million* |

## *SECTION V* CERTIFICATION OF DATA BY PAYEE/COMPANY

| | | |
|---|---|---|
| NAME | TITLE/POSITION | |
| SIGNATURE | DATE | TELE |

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

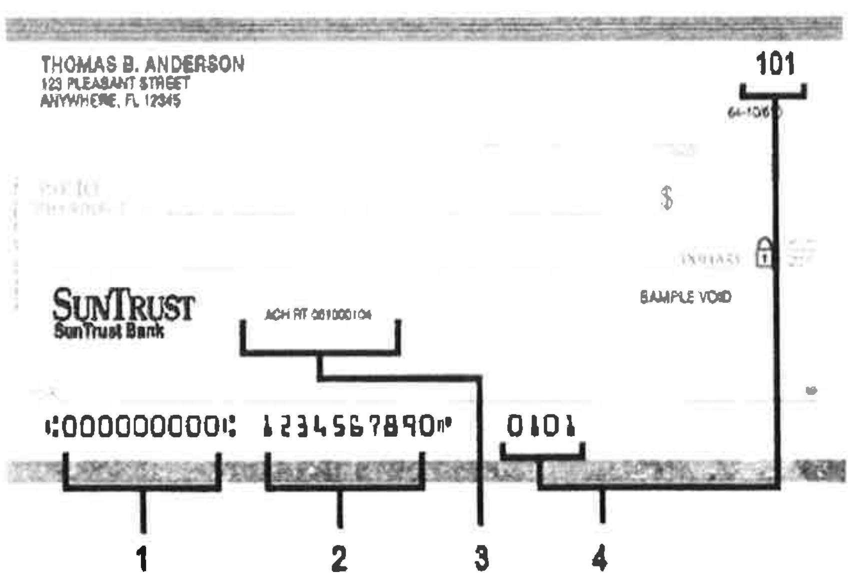
**Section I - Agency Information** – Includes the name and address, agency identifier, agency location code and telephone number for the House of Representatives.

**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 |




1. Routing Transit Number (RTN) – nine digits located between two symbols. This number identifies the bank holding your account and check processing center.
2. Account number – this is your complete account number. Your account number can be up to 17 digits. Please include leading zeros.
3. 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 http://www.sba.gov/.

**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.

KINGSPORT
TENNESSEE

## AGENDA ACTION FORM

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

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

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

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

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**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 18, 2019 with two bidders responding. The bids were reviewed by School Nutrition and a 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
3. Letter of Recommendation
4. Contract

Funding source appropriate and funds are available: ______

| | Y | N | O |
|---|---|---|---|
| Adler | | | |
| 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.

Kingsport City Schools

**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

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**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

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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.

***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 not 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 execution and carrying out the work under this Contract. Also, the Contractor shall have 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</u> must be delivered before 12:00pm)**
    - 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</u> must be delivered before 12:00pm)**
    - 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. **Delivery schedules will be altered to meet holiday and snow day schedules**. 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 1st 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 ¼ 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:
  - Snack items: ≤ 200 calories
  - Entrée items: ≤ 350 calories
- Sodium limits:
  - Snack items: ≤ 230 mg**
  - Entrée items: ≤ 480 mg
- Fat limits:
  - Total fat: ≤35% of calories
  - Saturated fat: < 10% of calories
  - Trans fat: zero grams
- Sugar limit:
  - ≤ 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 ≤ 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 http://www.fns.usda.gov/cnd/Governance/Policy-Memos/2012/SP30-2012os.pdf. As regulations change, additional information is available at www.fns.usda.gov/cnd. 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:____________________ | BY:____________________ |
| MAYOR | 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

WATER / WASTEWATER FACILITIES

City of Kingsport, Tennessee

# 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 V02039 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

2-14-19

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

2.14.19

Jeff Fleming, City Manager — Date



620 West Industry Drive Kingsport, TN 37664 (423) 224-2487

Clean Water, Public Health, Serving Citizens

# Quotation

BLUE RIDGE TECHNICAL
130 Ray Simerly Road
Hampton, TN 37658
PH: 423-725-4142
FX: 423-725-3760

| Date | Quote # |
|---|---|
| 1/30/2019 | 6751 |

Requisition Nbr.: Steve D.

Terms: Net 30

Rep:

Estimated Delivery:

12-24 weeks

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:

| Qty | Unit | Item | Description | Unit Cost | Total |
|---|---|---|---|---|---|
| 1 | ea. | BRT-FFFM-20... | P/N: BRT-FFFM-20GHC<br>GOULDS VERTICAL TURBINE LESS HEAD AND MOTOR CONSISTING OF A 20GHC 5 STAGE BOWL ASSEMBLY WITH 16" COLUMN PIPE.<br>DISCHARGE HEAD AND MOTOR BY OTHERS<br><br>LEAD TIME: 12 - 14 WEEKS ARO | 73,856.00 | 73,856.00 |

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.

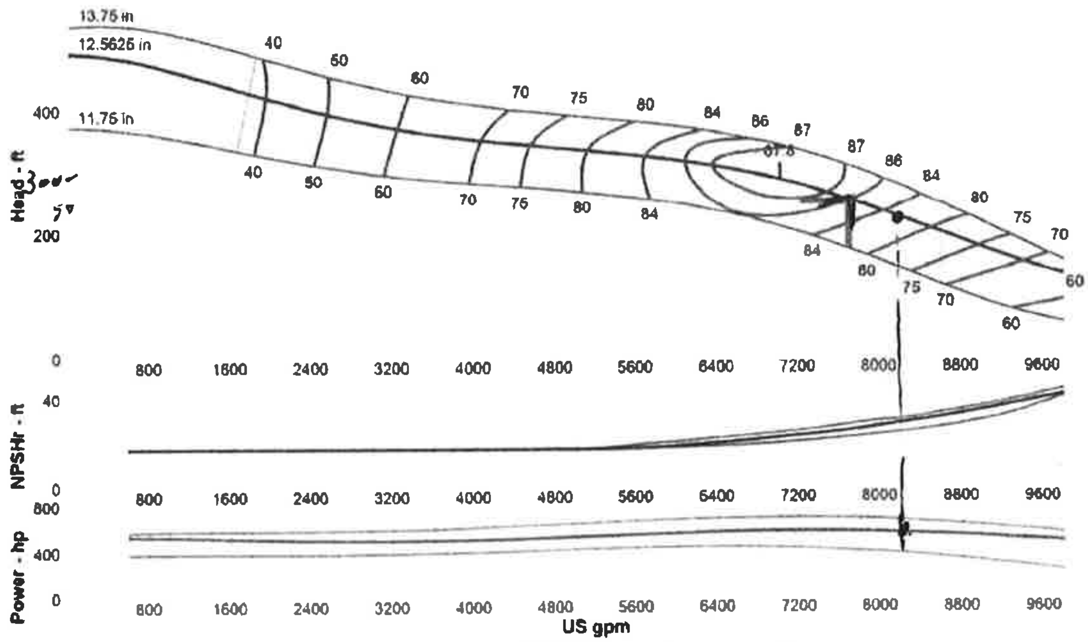
**Subtotal** $73,856.00

Sincerely,

GOULDS WATER TECHNOLOGY
a xylem brand

# PERFORMANCE CURVE

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




-6
-4

Curve & hydraulic data presented is nominal performance based on ANSI/HI 14.6 acceptance grade 1B.
Design values are guaranteed within the following tolerances: Flow ± 5%, Head ± 3%, and optionally either Power + 4% or Efficiency - 3% at manufacturer's discretion.

## CURVE DATA

| | |
|---|---|
| **Specified Flow** | 7700.00 USgpm |
| **Specified TDH** | 253.00 ft |
| **Atmospheric Pressure** | 15 psi |
| **TPL** | 17.75 ft |
| **Pumping Level** | 10.00 ft |
| **NPSHa at Grade** | 33.9 ft |
| **NPSHa at 1st Impeller** | 39.6 ft |
| **Fluid** | Water |
| **Fluid Temperature** | 68.0 °F |
| **Specific Gravity** | 1.0000 |
| **Viscosity** | 1.0017 cP |
| **Vapor Pressure** | 0.3393 psi |
| **Density** | 62 lbs/ft³ |
| **Design Flow** | 7700.0 USgpm |
| **Min Flow (MCSF)** | 1758.0 USgpm |
| **Design TDH (Bowl)** | 256.0 ft |
| **Design TDH (Disch Flange)** | 242.6 ft |
| **Design Pressure (Bowl)** | 110.8 psi |
| **Design Pressure (Disch Flange)** | 105.0 psi |
| **Shut Off TDH (Bowl)** | 491.0 ft |
| **Shut Off TDH (Disch Flange)** | 481.0 ft |

| | |
|---|---|
| **Shut Off Pressure (Bowl)** | 212.6 psi |
| **Shut Off Pressure (Disch Flange)** | 208.2 psi |
| **Bowl Efficiency at Design** | 85.90 % |
| **Guaranteed Bowl Efficiency** | 81.61 % |
| **Best Efficiency** | 87.80 % |
| **BEP Flow** | 7030.0 USgpm |
| **Design Flow % BEP** | 109.53 % |
| **Pump Efficiency** | 84.62 % |
| **Friction Loss at Design** | 3.38 ft |
| **Power at Design** | 578.0 Hp |
| **Guaranteed Power** | 624.2 Hp |
| **NOL Power** | 583.0 Hp |
| **Guaranteed NOL Power** | 629.6 Hp |
| **Max Power (NOL) Flow** | 7030.0 USgpm |
| **Max Power (NOL) at Max Trim** | 703.0 Hp |
| **Guaranteed Max Power (NOL) at Max Trim** | 759.2 Hp |
| **Max Power (NOL) Flow at Max Trim** | 7141.0 USgpm |
| **Recommended Power** | 700.00 Hp |
| **Allow Service Factor** | No |

| | |
|---|---|
| **kWh per 1000 gal** | 0.00000 |
| **NPSHr at Design** | 25.7 ft |
| **Specified NPSH Ratio** | 1.1 |
| **NPSH Margin at Design** | 13.9 ft |
| **Min Submergence at Design** | 65.85 in |
| **Actual Submergence** | 93.00 in |
| **Shaft Friction Power Loss** | 0.01 Hp |
| **Thrust Load Power Loss** | 1.00714 Hp |
| **Hydraulic Thrust at Design** | 10547.2 lb |
| **Thrust at Design** | 11214.5 lb |
| **Hydraulic Thrust at Shut Off** | 20229.2 lb |
| **Thrust at Shut Off** | 20897.5 lb |
| **Bowl Material** | Epoxied Cast Iron |
| **Bowl Material Derate Factor** | 1.00 |
| **Impeller Material** | Bronze |
| **Impeller Matl Derate Factor** | 1.00 |
| **Total Flow Derate Factor** | 1.00 |
| **Total Head Derate Factor** | 1.00 |
| **Total Efficiency Derate Factor** | 1.00 |
| **Curve ID** | E6620GBPC1 |

| DO NOT USE FOR CONSTRUCTION UNLESS CERTIFIED | |
|---|---|
| Certified By | |
| Project | |
| Tag | |
| PO Number | |
| Serial Number | |

GOULDS
a xylem brand

# SUBMITTAL

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

## PERFORMANCE ON DESIGN CURVE AT 1180 RPM

| | Shut Off | Design [2] | Run Out [5] |
|---|---|---|---|
| **Flow (USGPM)** | 0.0 | 7700.0 | 0.0 |
| **TDH-Bowl (ft)** | 491.0 | 256.0 | 0.0 |
| **TDH-Disch Flange ( ft)** | 481.0 | 242.6 | 0.0 |
| **Bowl Efficiency (%)** | - | 85.90 | - |
| **Guaranteed Bowl Efficiency (%)** | - | 81.60 | - |
| **Power (Hp)** | - | 578.0 | - |
| **Guaranteed Power (Hp)** | - | 624.2 | - |
| **NPSHr (ft)** [1] | - | 25.7 | - |
| **NPSH Margin (ft)** [1] | - | 13.9 | - |
| **Hydraulic Thrust(lb)** | 20229.2 | 10547.2 | 0.0 |
| **Thrust (lb)** | 20897.5 | 11214.5 | 0.0 |
| **Pressure-Bowl (psi)** | 212.6 | 110.8 | 0.0 |
| **Pressure-Disch Flange (psi)** | 208.2 | 105.0 | 0.0 |
| **Min Submergence (Inch)** [3] | - | 65.85 | - |
| **Friction Loss (ft)** [4] | - | 3.38 | 0.00 |
| **Lineshaft Elongation (Inch)** | 0.01343 | 0.00700 | - |
| **Column Elongation (Inch)** | 0.00082 | 0.00000 | - |
| **Lateral (Inch)** | 0.14261 | 0.13700 | - |

| | |
|---|---|
| **Best Efficiency** | 87.80 % at 7030.0 USgpm |
| **Design Flow % BEP** | 109.53 % |
| **Pump Efficiency** | 84.62 % |
| **Overall Efficiency** | 0.00 % |
| **NOL Power** | 583.0 Hp at 7030.0 USgpm |
| **Guaranteed NOL Power** | 629.6 Hp at 7030.0 USgpm |
| **Max Power (NOL) at Max Trim** | 703.0 Hp at 7141.0 USgpm |
| **Guaranteed Max Power (NOL) at Max Trim** | 759.2 Hp at 7141.0 USgpm |
| **Specified NPSH Ratio** | 1.1 |
| **Thrust Load Power Loss** | 1.00714 Hp |
| **Total Flow Derate Factor** | 1.00 |
| **Total Head Derate Factor** | 1.00 |
| **Total Efficiency Derate Factor** | 1.00 |
| **Actual Submergence** | 93.00 in |
| **Shaft Friction Power Loss** | 0.01 Hp |
| **Min Flow (MCSF)** | 1758.0 USgpm |
| **kWh per 1000 gal** | 0.00000 |
| **Impeller Running Clearance** | 0.13 in |

[1] at 1st impeller eye [2] rated values [3] from bottom of pump [4] from bowl to disch flange [5] based on user entered TDH

## OPERATING CONDITIONS

| | |
|---|---|
| **Specified Flow** | 7700.00 USgpm |
| **Specified TDH** | 253.00 ft |
| **Rated Speed** | 1180 RPM |
| **Atmospheric Pressure** | 15 psi |
| **TPL** | 17.75 ft |
| **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 |
| **Specific Gravity** | 1.0000 |
| **Viscosity** | 1.0017 cP |
| **Vapor Pressure** | 0.3393 psi |
| **Density** | 62 lbs/ft³ |

## MATERIALS & DIMENSIONS

Bowl Data

| | |
|---|---|
| **Bowl Material** | Epoxied Cast Iron |
| **Bowl Material Derate Factor** | 1.00 |
| **Impeller Material** | Bronze |
| **Additional Stage Impeller Material** | Bronze |
| **Impeller Matl Derate Factor** | 1.00 |
| **Bowl Shaft Material** | 416SS |
| **Impeller Attachment** | Keyed |
| **Key Material** | 416SS |
| **Discharge Bowl Material** | Not Included |
| **Suction Type** | Bell |
| **Suction Material** | Cast Iron |
| **Bowl Bolting Material** | Carbon Steel |
| **Sand Collar** | 304SS |
| **Pipe Plug** | Iron |
| **Suction Bearing** | Bronze |
| **Discharge Bowl Bearing** | Not Included |
| **Intermediate Bowl Bearing** | Bronze |

Bowl Data

| | |
|---|---|
| **Strainer Type** | Not Included |
| **Tube Adapter Bearing Material** | Not Included |
| **Impeller Trim** | 12.56 in |
| **Max Impeller Trim** | 13.75 in |
| **Thrust K-Factor** | 41.2 Lb/Ft |
| **Bowl Pressure Limit** | 590 psi |
| **Available Lateral** | 1.41 in |
| **Bowl Assembly Length (BL)** | 123.13 in |
| **Disch Bowl Length OLS (O1)** | 3.13 in |
| **Disch Bowl Length ELS (L2)** | 15.00 in |
| **Bowl Shaft Diameter** | 2 7/16" [61.9 mm] |
| **Impeller Balance** | Manufacturer's Standard |
| **Impeller Design** | Enclosed |
| **Bowl Wear Ring** | Not Included |
| **Impeller Wear Ring** | Not Included |
| **Suction Pipe Diameter** | No Suction Pipe |
| **Bowl Diameter (D)** | 20.75 in |

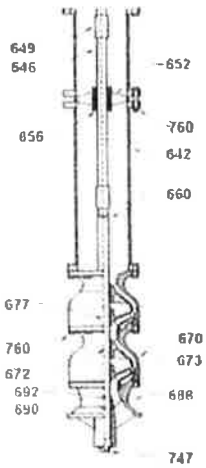
DO NOT USE FOR CONSTRUCTION UNLESS CERTIFIED

| | |
|---|---|
| Certified By | |
| Project | |
| Tag | |
| PO Number | |
| Serial Number | |

GOULDS WATER TECHNOLOGY
a xylem brand

# CROSS SECTION DRAWING

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




## BILL OF MATERIALS

| ITEM | PART NAME | CODE | MATERIAL | ASTM# |
|---|---|---|---|---|
| **Column Assembly** | | | | |
| 637 | Column Flange | 9645 | Carbon Steel 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 | Lineshaft Bearing | 1618 | Bronze Bismuth | B584 Modified |
| **Bowl 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 Cl30 Epoxy | A48 |
| 672 | Bearing - Intermediate Bowl | 1618 | Bronze Bismuth | B584 Modified |
| 673 | Impeller | 1398 | Silicon Bronze C87610 | B584 |
| 673 | Impeller | 1398 | Silicon Bronze C87610 | B584 |
| 674 | Key-Impeller | 2217 | SST 416 | A582M |
| 680 | Wear Ring-Bowl | N/A | Not Included | N/A |
| 681 | Wear Ring - Impeller | NA | Not Included | NA |
| 688 | Suction | 1003 | Cast Iron Cl30 | A48 CLASS 30B |
| 690 | Bearing - Suction | 1109 | Bronze C90300 "G" Mod | B584 |
| 692 | Sandcollar | 1205 | SST 304 | A744M |
| 747 | Pipe Plug | 1046 | Malleable Iron | A197 |
| 760 | Capscrew-Hex | 2298 | Steel Bolting Gr 8 | J429 |

DO NOT USE FOR CONSTRUCTION UNLESS CERTIFIED

| | |
|---|---|
| Certified By | |
| Project | |
| Tag | |
| PO Number | |
| Serial Number | |

# SUBMITTAL

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

GOULDS WATER TECHNOLOGY
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**Bowl Data**

| | |
|---|---|
| **Bowl Length (L3)** | 21.50 in |
| **Bowl Flange Diameter (A)** | 6.44 in |
| **Bowl Flange Thickness (E)** | 20.75 in |
| **Floor Clearance (X)** | 12.75 in |
| **Min Column Diameter** | 16 in |

**Bowl Data**

| | |
|---|---|
| **Max Column Diameter** | 18 in |
| **Max Bowl Shaft Diameter** | 2.94 in |
| **Bowl Shaft Length** | 128.25 in |
| **Bowl Shaft Power Limit** | 622.51 Hp |

**Bowl Specials**

**Column Data**

| | |
|---|---|
| **Column Type** | Flanged |
| **Column Diameter** | 16" [406mm] |
| **Lineshaft Diameter** | 2 7/16 in [61.9 mm] |
| **Column Bolting** | Carbon Steel |
| **Column Pipe Material** | Carbon Steel |
| **Lineshaft Material** | 416SS |
| **Lineshaft Bearing Material** | Bronze |
| **Lineshaft Coupling Type** | Threaded |
| **Lineshaft Coupling Material** | 416SS |
| **Column Loss** | 0.39 ft |
| **Column Flange** | Carbon steel |
| **Column Shaft Sleeve** | Not Included |
| **Column Bearing Retainer** | Not Applicable |
| **Column Bearing Options** | Not Included |

**Column Data**

| | |
|---|---|
| **Column Retainer Design** | Integral |
| **Maximum Bearing Spacing** | 5 ft (1.5 m) Spacing |
| **Max Column Section Length** | 60 in |
| **Number of Bearings** | 1 |
| **Fabrication Welding Option** | Not Included |
| **Column Length (COL)** | 89.87 in |
| **Column Wall Thickness** | 0.37 in |
| **Column Load** | 2969.6 lb |
| **Lubrication Method** | Water (Open Lineshaft) |
| **Lineshaft Length** | 89.87 in |
| **Head Sleeve** | Not Included |
| **Lineshaft Power Limit** | 827 Hp |

**Column Specials**

**Motor Data**

| | |
|---|---|
| **Driver Type** | Vertical Hollow Shaft Motor |
| **Motor Manufacturer** | |
| **Selected Motor Power** | |
| **Voltage** | |
| **Phase / Frequency** | |
| **Enclosure** | |
| **Motor Frame** | |
| **Inverter Duty** | |
| **Steady Bushing** | |
| **Motor Coupling** | |
| **Insulation Class** | |

**Motor Data**

| | |
|---|---|
| **Service Factor** | |
| **Motor Provided By** | Customer |
| **Motor Mounted By** | Customer |
| **HP Rating** | 600 Hp |
| **Speed [Poles]** | 400 rpm [18 pole] |
| **Mfg Catalog Number** | |
| **Motor Part Number** | |
| **Driver Size Criteria** | Max power on design curve (NOL) |
| **Allow Service Factor** | No |

**Motor Specials**

**Coating Data**

| | |
|---|---|
| **Bowl OD** | Goulds Water Technology Standard Blue Enamel |
| **Column ID** | Not Included |
| **Column OD** | Goulds Water Technology Standard Blue Enamel |
| **Column Bearing Retainer** | Not Included |

**Coating Data**

| | |
|---|---|
| **Head ID** | Not Included |
| **Head OD** | Goulds Water Technology Standard Blue Enamel |
| **Enclosing Tube OD** | Not Included |
| **Steel Sub Base** | Not Included |

**Testing Data**

**Miscellaneous Specials**

| DO NOT USE FOR CONSTRUCTION UNLESS CERTIFIED | | |
|---|---|---|
| Certified By | | |
| Project | | |
| Tag | | |
| PO Number | | |
| Serial Number | | |

# OUTLINE DRAWING

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

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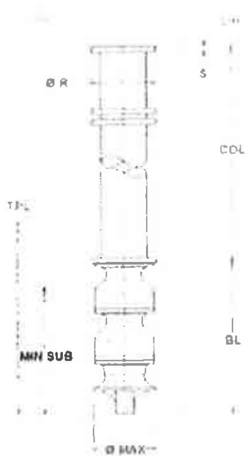


## DIMENSIONS

| | |
|---|---|
| G [Mounting Flange Dia] | 43.75 in |
| BD Head [Discharge Head Base Dia] | 24.50 in |
| HH [Head Height] | 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 [Bowl Assembly Length] | 123.13 in |

## PUMP DATA

| | |
|---|---|
| **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** | |

## WEIGHTS

| | |
|---|---|
| **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 |
| **Total Rotating Weight** | 666 lbs |

## NOTES

| | |
|---|---|
| 1 | Total Pump Length ± 1.0 inch. |
| 2 | Tolerance on all dimensions is .12 or ± .12 inch per 5 ft, whichever is greater. |
| 3 | All dimensions shown are in inches unless otherwise specified. |
| 4 | Drawing not to scale. |
| 5 | ½" NPT – Gauge Conn (plugged) |
| 6 | Driver may be rotated at 90° intervals about 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 its natural frequency responses avoid the specific operating speeds by an adequate safety margin. The design has assumed the foundation to be rigid. |

DO NOT USE FOR CONSTRUCTION UNLESS CERTIFIED

| | |
|---|---|
| Certified By | |
| Project | |
| Tag | |
| PO Number | |
| Serial Number | |

CARTER | VERPLANCK
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**

**WE 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

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 **not** included

A. Off-loading at jobsite, any labor or tools 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

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

# Quotation

**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**

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.

**$78,800.00**
**NET LOT PLUS TAX**

Price includes freight. Sales Tax is not included.
Equipment: Approximately 24 to 26 weeks after release to production.

***Please Note:***

1. We *do not include sales tax,* pressure gauges, anchor bolts, wire cable, conduit, piping, installation, hook-up, field testing, control panels or any other accessories or other ancillary items which are not specifically called out in this scope of supply.
2. Under no circumstances will Carter & VerPlanck, Inc. or its suppliers be liable for any incidental, consequential, liquidated, special or late delivery damages whatsoever.
3. Payment terms are 100% net 30 days from delivery with approved credit. Our prices based upon *no retainage.*
4. Pricing is based upon Carter & VerPlanck, Inc. and the manufacturer's Standard Terms and Conditions of Sales. Copies of these documents are attached herewith for your review and reference. *No other terms or conditions of sale will apply unless accepted in writing by an officer of the company.*

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TERMS: 100% Net 30 days after invoice date

-WITH CREDIT APPROVAL

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

CARTER & VERPLANCK, INC.

BY ______________________

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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 MERCHANTABILITY, 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% 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.