



AGENDA

BOARD OF MAYOR AND ALDERMEN WORK SESSION

**Monday, February 20, 2017, 4:30 p.m.
City Hall, 225 W. Center St., Council Room, 2nd Floor**

Board of Mayor and Aldermen

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

Alderman Tommy Olterman
Alderman Tom C. Parham
Alderman Tom Segelhorst

Leadership Team

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

Craig Dye, Fire Chief
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. Downtown Kingsport Update – Sherri Mosley
4. Kingsport's Centennial Update – CeeGee McCord
5. ONEKingsport Update – Jane Henry
6. Projects Status – Jeff Fleming
7. Review of Items on February 21, 2017 Business Meeting Agenda
8. Adjourn

Next Work Session, March 6, 2017: Sustainable Paving/Beautification Update, Kingsport Area Transit System, Transportation Project and Projects Status

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

Status Updates on Active Projects sorted by Cost

Estimated Cost	Project Owner	Project Manager	Project Name	Project #	Completion Date	CurrentStatus
\$13,733,749.69	Niki Ensor	Niki Ensor	Raw Water Intake Replacement (1.5 M EDA Grant)	WA1504	5/7/2017	Generator pad complete. Underground electrical duct bank to generator complete. Continue working on electrical inside pump station. Wall rebar for and forms for shaft are 50% complete.
\$7,500,000.00	Ryan McReynolds	Thompson, Michael	SR 347 (Rock Springs Road) [State & MTPO funded]	No City Funds	12/31/2020	Survey underway.
\$6,411,000.00	Chad Austin	Norman Eichmann	Reedy Creek Sewer Trunk Line	SW1400	2/1/2018	Crews working on tunneling under Lynn Garden Drive. Begin 1/23/17.
\$4,000,000.00	Chris McCartt	Mason, David	New KATS Transit Center	GP1718	12/31/2017	Design development phase.
\$3,740,000.00	Niki Ensor	Niki Ensor	West Kingsport Forcemain and Pump Station Improvements	SW1708	6/1/2018	Hazen and Sawyer agreement has been signed.
\$3,300,000.00	Michael Thompson	Thompson, Michael	Indian Trail Drive Extension	GP1615	12/31/2017	Preliminary Plans revised alignment approved by staff and consultant released to ROW plan development on 1/20/2017.
\$2,711,000.00	Chris McCartt	Mason, David	Meadowview Renovations	MV1600	4/28/2017	Work continues in amphitheater and ballroom restrooms. Main construction to begin 3/11.
\$1,926,364.00	Chad A./Niki E.	Mike Hickman	Colonial Heights Ph IV Sewer & Water	SW1511	9/3/2017	Preconstruction meeting 2/16/17
\$1,886,220.00	Chad Austin	Pamela Gilmer	System Wide Water Upgrades FY15 Phase 2	TBD	4/4/2017	Working on Pond Springs Road.
\$1,700,000.00	Michael Thompson	Thompson, Michael	Main Street Rebuild [City & MTPO Funded]	GP1516	4/1/2021	Consultant under contract. Start-up meeting 2/24/17.
\$1,593,370.00	Chad Austin	Mason, David	Water/Wastewater/Stormwater Office	SW1705/W A1703/ST1 708	7/15/2017	Wall framing, electrical, mechanical rough-ins, elevator shaft and stairwells underway.
\$1,500,000.00	Rob Cole	Mason, David	Bays Mountain Dam Rehabilitation	GP1707	12/31/2017	Design agreement with Spoden & Wilson executed. Design underway.
\$1,250,000.00	Niki Ensor	Niki Ensor	Pipe Gallery Improvements	WA1505	3/31/2018	BWS&C site visit 1/24/17. Design continues.
\$1,245,300.00	Chris McCartt	Mason, David	Centennial Park	GP1533	7/3/2017	Utility work continues. Restroom/Pump house foundation is underway.
\$1,220,000.00	Niki Ensor	Hank Clabaugh	Colonial Heights SLS	SW1511	9/15/2017	BMA meeting 2/21/17 - LDA Engineering contract amendment to revise drawings to relocate Brightwood SLS to new site
\$961,140.00	Michael Thompson	Thompson, Michael	Phase 2 Stone Drive (SR 1, US 11W) Sidewa Improvements from Stonebrook Place Pvt. Dr. to Lynn Garden Drive [95% State Funded 5% City]		8/31/2020	Advertised for Consultant services 2/12/17. RFQ opening 3/14/17.

Estimated Cost	Project Owner	Project Manager	Project Name	Project #	Completion Date	CurrentStatus
\$940,000.00	Kitty Frazier	Clabaugh, Hank	Kingsport Greenbelt - Eastern Extension - Phase 1 [Fed. Grant & City funded]	GP1529	11/1/2017	Notice of proposal acquisition and property sketched mailed to property owners 2/2/17.
\$900,000.00	Chad Austin	Sam Chase	ARC Kingsport Sewer System Upgrade	SW1504	4/29/2017	Lining portiion of project near completion. Will start on Industry Drive for grouting work last week February.
\$697,475.00	Michael Thompson	Thompson, Michael	Stone Drive (SR 1, US 11W) Sidewalk Improvements from Stonebrook Place Pvt. Dr. to American Way [95% State Funded 5% City]	TBD	12/8/2018	Comments received from TDOT from initial submittal 1/18/17. Consultant addressing comments.
\$631,700.00	Ronnie Hammonds	Elsea, Tim	Wilcox Sidewalk Phase 5 [State & MTPO funded]	MPO15D	7/31/2017	Advertise for bid 2/12/17; Bid opening 3/14/17
\$600,000.00	Kitty Frazier	Mason, David	Riverbend Park	GP1512	1/31/2018	Interviewed designers 1/11/17.
\$573,406.80	Chad Austin	Hank Clabaugh	Miscellaneous Annexation Utility Improvements		4/30/2017	Current work is water line installation along Mitchell Road and Pickens Road.
\$541,072.00	Michael Thompson	Clabaugh, Hank	Enterprise Place Roadway Improvements	GP1611	6/6/2017	Current work is rough grading and conduit installation.
\$400,000.00	Michael Thompson	Thompson, Michael	Signalization of the SR 126 (Memorial Blvd. at Island Road Intersection [State & MTPO Funded]	MPO15A	9/30/2019	We have now also received Permits approval and Title VI Certification. Final plans and bid book have been submitted for approval.
\$300,000.00	Kitty Frazier	Mason, David	Borden Park Improvements Phase 1	GP1510	5/31/2017	Pre-Bid Meeting 2/16/17, Bid Opening 3/8/17.
\$250,000.00	Chad Austin		Border Region Area 3 Water Upgrades		2/17/2020	Design to start 1/1/19. Will be included with sewer upgrades to Border Regions Area.
\$221,800.00	Tim Elsea	Elsea, Tim	Lynn Garden Signal System [MTPO & City funded]	MPO15C	1/31/2018	Utility review meeting with Charter, AEP, and CenturyLink on 2/2/17. Finalizing utility review and updating plans. Right of way meeting with TDOT on 2/3/17.
\$200,000.00	Kitty Frazier	Mason, David	J. Fred Johnson Park	GP1629		Awaiting asbestos testing report for building.
\$194,400.00	Morris Baker	Mason, David	Library Children's Area	GP1400	7/6/2017	Demolition underway
\$175,000.00	Rob Cole	Mason, David	Bays Mountain - Pavillion at Lily Pad Cove	GP1707	5/1/2017	Preliminary drawings have been submitted for review.
\$129,500.00	Chad Austin	Chad Austin	JB Dennis Annexation - Water	GP1405	2/28/2017	New waterline is in service. Paving and concrete work remain.
\$120,000.00	Bloomingtondale Utility District	Chad Austin	Rolling Dr Annexation - Waterline Upgrade	GP1721	4/1/2017	Construction is underway. Planned completion by end of March.
\$90,000.00	Kitty Frazier	Clabaugh, Hank	Reedy Creek Terrace Bridge	ST1503	6/30/2017	Advertisement for bids will be finalized after the property donation documents are completed.
\$77,357.00	Rob Cole	Mason, David	Bays Mountain Park CIP Improvements	GP1509	2/28/2017	Anticipate Final Completion by 2/28.
\$50,000.00	Chad Austin	Chris Alley	Camp Bays Mountain Annexation		4/30/2017	Submitted to TDEC for approval.

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	Chad Austin	Mike Hickman	Colonial Heights Ph V Sewer & Water	SW1512/W A1404	11/15/2017	Aquiring easements.
	Chad Austin	Pamela Gilmer	Pendragon Sidewalk & Water Improvement		7/1/2018	Survey & design underway.
	Kitty Frazier	Clabaugh, Hank	Buffalo Grasslands Boardwalk/Greenbelt Connector		12/31/2017	90% final documents submitted on February 15th for review. Final construction documents expected by February 24th.
	Streets and Sanitation	Clabaugh, Hank	Tranbarger/Colfax Sidewalk Extension		4/28/2017	Finalizing construction documents.

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AGENDA

BOARD OF MAYOR AND ALDERMEN

BUSINESS MEETING

**Tuesday, February 21, 2017, 7:00 p.m.
City Hall, 225 W. Center St., Courtroom, 2nd Floor**

Board of Mayor and Aldermen

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

Alderman Tommy Olterman
Alderman Tom C. Parham
Alderman Tom Segelhorst

City Administration

Jeff Fleming, City Manager
Chris McCartt, Assistant City Manager for Administration
Ryan McReynolds, Assistant City Manager for Operations
J. Michael Billingsley, City Attorney
James Demming, City Recorder/Chief Financial Officer
David Quillin, Police Chief
Craig Dye, Fire Chief
Lynn Tully, Development Services Director
George DeCroes, Human Resources Director
Heather Cook, Marketing and Public Relations Director

I. CALL TO ORDER

II.A. PLEDGE OF ALLEGIANCE TO THE FLAG

II.B. INVOCATION – Pastor Ed Clevinger, Grace Covenant Church

III. ROLL CALL

IV.A. RECOGNITIONS & PRESENTATIONS

1. Tennessee Recreation and Parks Assoc. 2016 Four Star Awards (Robin Dimona)
 - Individual Service Award - John McCoy
 - Benefactor Award - Jacobs Creek Job Corps
 - Renovated Facility Award - Preston Forest Neighborhood Assoc.
 - Media Digital Award – David Cate
 - Athletics Program Award – Kingsport Cyclo-Cross Event

IV.B APPOINTMENTS

None

V. APPROVAL OF MINUTES

1. Called Business Meeting – February 6, 2017
2. Work Session – February 6, 2017
3. Business Meeting – February 7, 2017

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. Transfer Funding from the Visitors Enhancement Program for Paint Removal at the Farmers Market (AF: 46-2017) (Chris McCartt)
 - Ordinance – First Reading
2. Amend Engineering and Construction Contract and Budget Ordinance for Reedy Creek Sewer Trunkline Project (AF: 45-2017) (Ryan McReynolds)
 - Resolution
 - Ordinance – First Reading
3. Amend City Code Section 1-15 to Include SBK Animal Control Officers (AF 48-2017) (David Quillin)
 - Ordinance – First Reading

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION

1. Consideration of an Ordinance to Condemn (AF: 28-2017) (Mike Billingsley)
 - Ordinance – **Second Reading and Final Adoption**
2. Application and Acceptance of Contract with the Tennessee Department of Transportation for Federal and State Transportation Planning Funds Appropriating the Funds (AF: 31-2017) (Bill Albright)
 - Ordinance – **Second Reading and Final Adoption**
3. Revisions to Sewer Use Ordinance to Reflect Changes to Match Tennessee Department of Environment and Conservation Rule Reference Numbers (AF: 36-2017) (Ryan McReynolds)
 - Ordinance – **Second Reading and Final Adoption**

4. Agreement with TDOT for the State Route 93 – Fall Branch Waterline Relocation and Appropriate Funding (AF: 37-2017) (Ryan McReynolds, Chad Austin)
 - Ordinance – **Second Reading and Final Adoption**
5. Supplemental Agreement for Training Incentive Program for Telecommunicators (AF: 16-2017) (David Quillin)
 - Ordinance – **Second Reading and Final Adoption**
6. Agreement with Sullivan County and the Sullivan County Board of Education (AF: 40-2017) (Mike Billingsley)
 - Ordinance – **Second Reading and Final Adoption**

D. OTHER BUSINESS

1. Awarding the Bid for the Purchase of Two (2) 22 Passenger Cutaway MiniBuses (AF: 43-2017) (Chris McCartt, Steve Hightower)
 - Resolution
2. Amending the LDA Engineer Contract to Revise Drawings for Relocation of the Brightwood Sewer Lift Station (AF: 50-2017) (Ryan McReynolds)
 - Resolution
3. Increase a Purchase Order to Workspace Interiors and Decrease a Purchase Order to Modular Designs for Library Shelving Components (AF: 53-2017) (Chris McCartt)
 - Resolution

VII. CONSENT AGENDA

1. Approval of Easements and Rights-of-Way (AF: 47-2017) (Ryan McReynolds)
 - Offers

VIII. COMMUNICATIONS

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

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

IX. ADJOURN

Minutes of the Called Business Meeting of the
Board of Mayor and Aldermen of the City of Kingsport, Tennessee
Monday, February 6, 2017, 4:30 PM
Council Room – City Hall

PRESENT:

Board of Mayor and Aldermen

Mayor John Clark, Presiding

Vice Mayor Mike McIntire

Alderman Darrell Duncan

Alderman Colette George

Alderman Tommy Olterman

Alderman Tom C. Parham

Alderman Tom Segelhorst

City Administration

Jeff Fleming, City Manager

J. Michael Billingsley, City Attorney

James Demming, City Recorder/Chief Financial Officer

I. **CALL TO ORDER:** 4:30 p.m., by Mayor John Clark.

II.A. **PLEDGE OF ALLEGIANCE TO THE FLAG:** Mr. Danny Karst.

II.B. **INVOCATION:** Vice Mayor Mike McIntire

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

IV. **BUSINESS MATTERS REQUIRING FIRST READING.**

1. **Consideration of an Ordinance for Partial Public Alley Closing**
(AF: 30-2017) City Planner Ken Weems presented this item, explaining why staff was not seeking vacating the whole alley at this point in time. City Manager Fleming also pointed out the second reading for this item would be tomorrow night at the regular business meeting.

Motion/Second: McIntire/Parham, to pass:

AN ORDINANCE TO CLOSE A PORTION OF CANAL STREET LOCATED 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."

IX. **ADJOURN.** Seeing no other business for consideration at this meeting, Mayor Clark adjourned the meeting at 4:40 p.m.

ANGELA MARSHALL
Deputy City Recorder

JOHN CLARK
Mayor

Minutes of the Regular Work Session of the
Board of Mayor and Aldermen, City of Kingsport, Tennessee
Tuesday, February 6, 2017, 4:30 PM
Council Room – City Hall

PRESENT: Board of Mayor and Aldermen

Mayor John Clark

Vice-Mayor Mike McIntire

Alderman Darrell Duncan

Alderman Colette George

Alderman Tommy Olterman

Alderman Tom C. Parham

Alderman Tom Segelhorst

City Administration

Jeff Fleming, City Manager

J. Michael Billingsley, City Attorney

James H. Demming, City Recorder

1. **CALL TO ORDER:** 4:40 p.m. by Mayor Clark.
2. **ROLL CALL:** By Deputy City Recorder Marshall.
3. **QUALITY NEIGHBORHOOD IMPROVEMENT PROGRAM.** Development Services Director Lynn Tully gave a presentation on this item. She then answered questions from the board. Discussion followed.
4. **SALES TAX, WELLNESS CLINIC, SAFETY & PROJECTS STATUS.** City Manager Fleming gave an update on each of these items. He highlighted the streak with no reported injuries in the public works department, congratulating Ryan McReynolds and Ronnie Hammonds. City Attorney Billingsley gave details on the wellness clinic and Sevier Terrace. Alderman Segelhorst noted he would like to see a \$5 copay at the clinic.
5. **REVIEW OF AGENDA ITEMS ON THE FEBRUARY 7, 2017 REGULAR BUSINESS MEETING AGENDA.** City Manager Fleming and members of staff gave a summary or presentation for each item on the proposed agenda. The following items were discussed at greater length or received specific questions or concerns.

VI.D.6 Agreement with Sullivan County and the Sullivan County Board of Education (AF: 40-2017). City Attorney Billingsley provided clarification regarding the timeline for the bond money and the use of the building over the course of four years. He stated it had been approved by the Board of Education and had been heard by the Sullivan County Commission as well. He confirmed this agreement was in concert with the letter of intent that has already been approved. Discussion followed.

VI.D.7 Payment in Lieu of Tax Provision Negotiated by the Industrial Development Board of the City of Kingsport, Tennessee (AF: 26-2017). City Manager Fleming discussed this item, pointing out a new state law that set a 20 year maximum with three years for construction and would affect the Town Park Lofts at West Sullivan. Alderman George expressed concerns with the PILOT agreement. There was considerable discussion.

**Minutes of the Regular Work Session of the Board of Mayor and Aldermen of
Kingsport, Tennessee, Tuesday, February 6, 2017**

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

ANGELA MARSHALL
Deputy City Recorder

JOHN CLARK
Mayor

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

PRESENT:

Board of Mayor and Aldermen

Mayor John Clark, Presiding

Vice Mayor Mike McIntire

Alderman Darrell Duncan

Alderman Colette George

Alderman Tommy Olterman

Alderman Tom C. Parham

Alderman Tom Segelhorst

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:** Griffith Kegley.

II.B. **INVOCATION:** Penny Hagy, Minister at Evangel Family Worship Center

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

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

1. Above & Beyond – Griffith Kegley, Eagle Scout.
2. Above & Beyond – Clay Walker, NETWORKS (Alderman Duncan).

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

1. **Appointment to the Regional Planning Commission** (AF: 21-2017)
(Mayor Clark).

Motion/Second: McIntire/George, to approve:

APPOINTMENT OF MRS. PAULA STAUFFER TO SERVE ON THE **REGIONAL PLANNING COMMISSION** TO FULFILL THE UNEXPIRED TERM OF HER LATE HUSBAND, MR. DAVID STAUFFER. THE APPOINTMENT IS EFFECTIVE IMMEDIATELY AND WILL EXPIRE ON MAY 31, 2019.

Passed: All present voting “aye.”

V. **APPROVAL OF MINUTES.**

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

- A. January 17, 2017 Regular Work Session
- B. January 17, 2017 Regular Business Meeting

Approved: All present voting “aye.”

Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen of the City of Kingsport, Tennessee, Tuesday, February 7, 2017, 7:00 PM

VI. COMMUNITY INTEREST ITEMS.

A. PUBLIC HEARINGS. None.

PUBLIC COMMENT. Mayor Clark invited citizens in attendance to speak about any of the remaining agenda items. There being no one coming forward to speak, the Mayor closed the public comment segment.

B. BUSINESS MATTERS REQUIRING FIRST READING.

1. Consideration of an Ordinance to Condemn (AF: 28-2017)
(Mike Billingsley).

Motion/Second: McIntire/Duncan, to pass:

AN ORDINANCE TO AUTHORIZE AND DIRECT THE CITY ATTORNEY TO INITIATE CONDEMNATION PROCEEDINGS TO ACQUIRE PROPERTY, REAL OR PERSONAL, OR ANY EASEMENT, INTEREST, ESTATE OR USE THEREIN, FROM AFFECTED PROPERTY OWNERS ALONG THE ROUTE OF CERTAIN PUBLIC WORKS PROJECTS; TO FIX THE PROCEDURE FOR DIRECTING THE INITIATION OF SUCH LITIGATION; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

2. Application and Acceptance of Contract with the Tennessee Department of Transportation for Federal and State Transportation Planning Funds and Appropriating the Funds (AF: 31-2017) (Bill Albright).

Motion/Second: Parham/Segelhorst, to pass:

Resolution No. 2017-138, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A GRANT CONTRACT WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION TO RECEIVE FEDERAL TRANSIT ADMINISTRATION SECTION 5303 PLANNING FUNDS FOR USE BY THE KINGSFORT AREA METROPOLITAN TRANSPORTATION PLANNING ORGANIZATION

Passed: All present voting "aye."

Motion/Second: Segelhorst/McIntire, to pass:

AN ORDINANCE TO AMEND THE MPO PROJECT FUND BUDGET FOR THE YEAR ENDING JUNE 30, 2017; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

3. Revisions to Sewer Use Ordinance to Reflect Changes to Match Tennessee Department of Environment and Conservation Rule Reference Numbers (AF: 36-2017) (Ryan McReynolds).

Motion/Second: McIntire/Duncan, to pass:

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AN ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, SECTION 102-142 PERTAINING TO DEFINITIONS, SECTION 102-226 PERTAINING TO RESTRICTIONS ON WASTEWATER STRENGTH AND SECTION 102-359 PERTAINING TO SAMPLE COLLECTION; PROVIDING FOR THE SEVERABILITY OF THIS ORDINANCE; AND FIXING THE EFFECTIVE DATE OF THIS ORDINANCE

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

4. Agreement with TDOT for the State Route 93 – Fall Branch Waterline Relocation and Appropriate Funding (AF: 37-2017) (Ryan McReynolds, Chad Austin).

Motion/Second: Segelhorst/George, to pass:

Resolution No. 2017-139, A RESOLUTION APPROVING AN AGREEMENT WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR THE STATE ROUTE 93 FALL BRANCH WATERLINE RELOCATION, 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."

Motion/Second: Segelhorst/Olterman, to pass:

AN ORDINANCE TO AMEND THE WATER PROJECT FUND BUDGET BY APPROPRIATING FUNDS RECEIVED FROM THE TENNESSEE DEPARTMENT OF TRANSPORTATION (TDOT) FOR STATE ROUTE 93 FOR THE YEAR ENDING JUNE 30, 2017; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

5. Supplemental Agreement for Training Incentive Program for Telecommunicators (AF: 16-2017) (David Quillin).

Motion/Second: McIntire/Parham, to pass:

Resolution No. 2017-140, A RESOLUTION APPROVING A SUPPLEMENTAL AGREEMENT OF THE INTERLOCAL COOPERATION AGREEMENT WITH THE EMERGENCY COMMUNICATIONS DISTRICT, 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."

Motion/Second: Segelhorst/McIntire, to pass:

AN ORDINANCE TO AMEND THE GENERAL FUND BUDGET BY APPROPRIATING FUNDS RECEIVED FROM THE EMERGENCY COMMUNICATIONS DISTRICT FOR A TRAINING INCENTIVE PROGRAM FOR 911 DISPATCHERS FOR THE YEAR ENDING JUNE 30, 2017; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

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C. BUSINESS MATTERS REQUIRING FINAL ADOPTION.

1. Vacate Unimproved Right-of-Way Located off Mellon Street
(AF: 08-2017) (Jessica Harmon).

Motion/Second: McIntire/Duncan, to pass:

ORDINANCE NO. 6639, AN ORDINANCE TO VACATE A SECTION OF PUBLIC RIGHT-OF-WAY THAT IS LOCATED OFF THE CURRENT MELLON STREET SITUATED IN THE CITY, SEVENTH CIVIL DISTRICT OF HAWKINS COUNTY; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

2. Accept and Appropriate Donations for Commissioned Artwork for the Children's Area at the Library (AF: 01-2017) (Chris McCartt).

Motion/Second: George/Parham, to pass:

ORDINANCE NO. 6640, AN ORDINANCE TO AMEND THE GENERAL PROJECT-SPECIAL REVENUE FUND BUDGET BY APPROPRIATING DONATED FUNDS TO THE LIBRARY CHILDREN'S ARTWORK PROJECT FOR THE YEAR ENDING JUNE 30, 2017; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

3. Receive the Community Foundation of Middle Tennessee's Serving our Seniors Tennessee Grant and Appropriate the Funds (AF: 05-2017) (Shirley Buchanan, Chris McCartt).

Motion/Second: McIntire/Parham, to pass:

ORDINANCE NO. 6641, AN ORDINANCE TO AMEND THE GENERAL PROJECT-SPECIAL REVENUE FUND BUDGET BY APPROPRIATING GRANT FUNDS TO THE SENIOR CENTER MOBILE TECHNOLOGY PROJECT FOR THE YEAR ENDING JUNE 30, 2017; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

4. Amend the FY17 General Purpose School Fund and the General Project Fund Budgets (AF: 17-2017) (David Frye).

Motion/Second: McIntire/Parham, to pass:

ORDINANCE NO. 6642, AN ORDINANCE TO AMEND THE FY 2016-17 GENERAL PURPOSE SCHOOL FUND AND GENERAL PROJECT FUND BUDGETS; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

5. Re-Affirm Resolution No. 2012-075 for the Recreation Trails Grant Contract and Ordinance to Establish the Project Account School Fund (AF: 02-2017) (Chris McCartt).

Motion/Second: Segelhorst/Duncan, to pass:

ORDINANCE NO. 6643, AN ORDINANCE TO AMEND THE GENERAL PROJECT FUND BUDGET BY APPROPRIATING GRANT FUNDS TO THE EAST STONE COMMON GREENBELT PHASE 2 PROJECT FOR THE YEAR ENDING JUNE 30, 2017; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

6. Budget Adjustment Ordinance for FY17 (AF: 09-2017) (Jeff Fleming).

Motion/Second: Parham/McIntire, to pass:

ORDINANCE NO. 6644, AN ORDINANCE TO AMEND VARIOUS PROJECTS FOR THE YEAR ENDING JUNE 30, 2017; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

7. Consideration of an Ordinance for Partial Public Alley Closing (AF: 30-2017) (Ken Weems).

Motion/Second: McIntire/Duncan, to pass:

ORDINANCE NO. 6645, AN ORDINANCE TO CLOSE A PORTION OF CANAL STREET LOCATED 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 second reading in a roll call vote: Clark, Duncan, George, McIntire, Olterman, Parham and Segelhorst voting "aye."

D. OTHER BUSINESS.

1. Bid Award for the Purchase of Various Water and Sewer Maintenance Items (AF: 38-2017) (Chris McCartt, Ryan McReynolds).

Motion/Second: Segelhorst/George, to pass:

Resolution No. 2017-141, A RESOLUTION AWARDED THE BID FOR PURCHASE OF VARIOUS WATER AND SEWER MAINTENANCE ITEMS TO SOUTHERN PIPE &

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SUPPLY, HD SUPPLY WATERWORKS, FERGUSON ENTERPRISES, INC., CMC SUPPLY, INC, AND CONSOLIDATED PIPE & SUPPLY, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

Passed: All present voting "aye."

2. Issue a Change Order to Existing Purchase Order to Walton Signage for Wayfinding Sign Program Upgrades (AF: 32-2017) (Ryan McReynolds, Chris McCartt)

Motion/Second: Segelhorst/George, to pass:

Resolution No. 2017-142, A RESOLUTION APPROVING CHANGE ORDER #1 TO THE CONTRACT WITH WALTON SIGNAGE FOR THE WAYFINDING SIGN PROGRAM UPGRADES AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE CHANGE ORDERA RESOLUTION APPROVING CHANGE ORDER #1 TO THE CONTRACT WITH WALTON SIGNAGE FOR THE WAYFINDING SIGN PROGRAM UPGRADES AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE CHANGE ORDER

Passed: All present voting "aye."

3. Bid Award for Recycling Services with WestRock Converting Company (AF: 39-2017) (Ryan McReynolds).

Motion/Second: Segelhorst/George, to pass:

Resolution No. 2017-143, A RESOLUTION AWARDDING THE BID FOR CURBSIDE RECYCLING PROGRAM MATERIAL RECOVERY FACILITY TO WESTROCK CONVERTING 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."

4. Conveyance of Real Property to KEDB (AF: 33-2017) (Jeff Fleming).

Motion/Second: McIntire/Segelhorst, to pass:

Resolution No. 2017-144, A RESOLUTION APPROVING A CONVEYANCE OF REAL PROPERTY TO THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSFORT, TENNESSEE AND AUTHORIZING THE MAYOR TO EXECUTE A QUITCLAIM DEED FOR THE SAME, SUBJECT TO THE RESERVATION OF EASEMENTS FOR UTILITIES AND DRAINAGE AND TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION AND THE CONVEYANCE OF THE PROPERTY

Passed: All present voting "aye."

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5. Interlocal Agreement with the Life Saving and First Aid Crew
(AF: 34-2017) (Craig Dye).

Motion/Second: McIntire/Segelhorst, to pass:

Resolution No. 2017-145, A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT WITH THE KINGSPORT LIFE SAVING AND FIRST AID CREW, INC. AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

Passed: All present voting "aye."

6. Agreement with Sullivan County and the Sullivan County Board of Education (AF: 40-2017) (Mike Billingsley).

Motion/Second: McIntire/Parham, to pass:

Resolution No. 2017-146, A RESOLUTION APPROVING AN AGREEMENT WITH SULLIVAN COUNTY AND THE SULLIVAN COUNTY BOARD OF EDUCATION PERTAINING TO THE ACQUISITION OF NORTH HIGH SCHOOL PROPERTY; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE INTENT OF THIS RESOLUTION AND THE AGREEMENT

Passed: All present voting "aye" except George and Olterman voting "nay."

Motion/Second: McIntire/Segelhorst, to pass:

AN ORDINANCE WAIVING THE RIGHT OF THE CITY OF KINGSPORT FOR ITS KINGSPORT SCHOOL SYSTEM AND ITS KINGSPORT BOARD OF EDUCATION TO RECEIVE PART OF THE FUNDS DUE IT, NAMELY TWENTY MILLION DOLLARS, PURSUANT TO TENNESSEE CODE ANNOTATED SECTION 49-3-1003

Passed: All present voting "aye" except George and Olterman voting "nay."

7. Payment in Lieu of Tax Provision Negotiated by the Industrial Development Board of the City of Kingsport, Tennessee (AF: 26-2017) (Jeff Fleming).

Motion/Second: Parham/Duncan, to pass:

Resolution No. 2017-147, A RESOLUTION AUTHORIZING THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSPORT, TENNESSEE TO NEGOTIATE AND ACCEPT FROM CG KINGSPORT, LLC OR AN AFFILIATED ENTITY PAYMENTS IN LIEU OF AD VALOREM TAX WITH RESPECT TO PROPERTY LOCATED AT THE CORNER OF CLINCHFIELD STREET AND SULLIVAN STREET IN THE CITY OF KINGSPORT, TENNESSEE, AND FINDING THAT SUCH PAYMENTS ARE DEEMED TO BE IN FURTHERANCE OF THE PUBLIC PURPOSES OF THE BOARD AS DEFINED IN TENNESSEE CODE ANNOTATED SECTION 7-53-305

Passed: All present voting "aye" except George voting "nay."

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8. Ground Lease between City of Kingsport and Century Link
(AF: 42-2017) (Chris McCartt).

Motion/Second: Segelhorst/Duncan, to pass:

Resolution No. 2017-148, A RESOLUTION APPROVING A LEASE AGREEMENT WITH UNITED TELEPHONE SOUTHEAST, LLC D/B/A CENTURYLINK, 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."

9. Release of Sanitary Sewer Easement on Property Located at 3308 Ft. Henry Drive (AF: 44-2017) (Jessica Harmon).

Motion/Second: McIntire/George, to pass:

Resolution No. 2017-149, A RESOLUTION APPROVING THE RELEASE OF A SANITARY SEWER EASEMENT ON PROPERTY LOCATED AT 3308 FORT HENRY DRIVE; AND AUTHORIZING THE MAYOR TO EXECUTE A TERMINATION AND RELEASE OF EASEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE RELEASE OR THIS RESOLUTION

Passed: All present voting "aye."

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

Motion/Second: Segelhorst/McIntire, to adopt:

1. Right-of-Way Easement with Kingsport Power Company
(AF: 24-2017) (Ryan McReynolds).

Pass:

Resolution No. 2017-150, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A RIGHT-OF-WAY EASEMENT WITH KINGSFORT POWER COMPANY

Passed: All present voting "aye."

2. Right-of-Way Easement with Kingsport Power Company
(AF: 25-2017) (Ryan McReynolds).

Pass:

Resolution No. 2017-151, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A RIGHT-OF-WAY EASEMENT WITH KINGSFORT POWER COMPANY

Passed: All present voting "aye."

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3. Lease Agreement with Congressman Phil Roe for Office Space at the Kingsport Center for Higher Education (AF: 27-2017) (Chris McCartt).

Pass:

Resolution No. 2017-152, 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 KINGSFORT 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

Passed: All present voting "aye."

4. Agreement with Dick's Sporting Goods for 2017 Parks and Recreation Baseball/Softball Program (AF: 06-2017) (Chris McCartt).

Pass:

Resolution No. 2017-153, A RESOLUTION APPROVING AN AGREEMENT WITH DICK'S SPORTING GOODS, INC., 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."

5. Amend the Agreement with Gordon Food Service to Renew for an Additional Year (AF: 35-2017) (Jennifer Walker).

Pass:

Resolution No. 2017-154, A RESOLUTION APPROVING AN ADDENDUM TO THE AGREEMENT WITH GORDON FOODS FOR FOOD AND BEVERAGE ITEMS FOR THE KINGSFORT CITY SCHOOL NUTRITION SERVICES; AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE ADDENDUM; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE ADDENDUM

Passed: All present voting "aye."

6. Approval of Easement and Right-of-Way across Affected Property for Phase 2 of the Colonial Heights Sanitary Sewer Extension Project (AF: 41-2017) (Ryan McReynolds).

Approve:

EASEMENT AND RIGHT-OF-WAY ACROSS AFFECTED PROPERTY FOR PHASE 2 OF THE COLONIAL HEIGHTS SANITARY SEWER EXTENSION PROJECT

Passed: All present voting "aye."

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VIII. COMMUNICATIONS.

A. CITY MANAGER. Mr. Fleming stated the city budget received the Distinguished Budget Presentation award, recognizing Judy Smith and John Morris. He also provided a positive safety report regarding city employees and congratulated each department for a job well done.

B. MAYOR AND BOARD MEMBERS. Alderman Olterman commended Meadowview staff for the Party on the Moon Chamber event. Alderman George also thanked the Chamber for this event as well. She expressed appreciation for those that came to the Blue Ridge ribbon cutting. Vice-Mayor McIntire stated there would be an open house at DB Excel next week. He congratulated Alderman George on her new office space and also acknowledged the BMA walking team for getting over two million steps. Mr. McIntire thanked Judy Smith, noting we have received this award for many years and that only a small percentage of cities ever get it. Alderman Segelhorst thanked everyone for thoughts and well wishes during his recent surgery. He commented on the long streak of no injuries, the budget award, and also congratulated Alderman George, thanking her for investing in downtown Kingsport. Alderman Duncan stated his tie was signed by Leadership Kingsport, describing the efforts this organization makes to develop leaders. He mentioned the KCVB and the recent events they are bringing to Kingsport which make a positive impact on the city. Alderman Parham commented on the animal shelter, stating the goal is to be open by Friday, thanking the community for their support. Alderman Olterman pointed out his church is taking donations for the shelter and they can be taken to St. Paul's Episcopal Church. Mayor Clark highlighted the incentive package for the new apartments, the city school system, Bays Mountain Park and the Aquatic Center, all of which attract and retain residents to Kingsport.

C. VISITORS. None.

IX. ADJOURN. Seeing no other business for consideration at this meeting, Mayor Clark adjourned the meeting at 8:28 p.m.

ANGELA MARSHALL
Deputy City Recorder

JOHN CLARK
Mayor



AGENDA ACTION FORM

Transfer Funding from the Visitors Enhancement Program for Paint Removal at the Farmers Market

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

Action Form No.: AF-46-2017
 Work Session: February 20, 2017
 First Reading: February 21, 2017

Final Adoption: March 7, 2017
 Staff Work By: B. Macdonald
 Presentation By: C. McCartt

Recommendation:


Approve the Ordinance.

Executive Summary:

The first renovation of the Farmers Market was not able to address existing lead-based paint. Before an active spring and summer filled with activities, a certified contractor will remove the paint with \$11,500 funding from the VEP. After paint removal the interior will have a more rustic look with painting to follow in the next fiscal year.

Attachments:

1. Ordinance

Funding source appropriate and funds are available: 

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

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE GENERAL PROJECT FUND BY TRANSFERRING FUNDS TO THE FARMERS MARKET CAROUSEL IMPROVEMENT PROJECT FOR THE YEAR ENDING JUNE 30, 2017; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Project Fund budget be amended by transferring \$11,500 from the Visitors Enhancement Fund to the Farmers Market/Carousel Improvement project (GP1608) and by returning \$25,000 VEP Funds from the Aquatic Center project (AQ1600) to the Visitors Enhancement Fund and closing AQ1600.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
<u>Fund 311: General Project Fund</u>			
<u>Farmer's Mkt / Carousel Imp. (GP1608)</u>			
<u>Revenues:</u>	\$	\$	\$
311-0000-368-1047 Series 2014 A GO Bonds	95,200	0	95,200
311-0000-391-6900 Visitor's Enhancement Funds	0	11,500	11,500
<i>Totals:</i>	140,721	11,500	106,700

<u>Expenditures:</u>	\$	\$	\$
311-0000-601-2023 Arch/Eng/Landscaping	9,400	0	9,400
311-0000-601-9003 Improvements	85,800	11,500	97,300
<i>Totals:</i>	140,721	11,500	106,700

<u>Fund 459: Aquatic Project Fund</u>			
<u>Water Park Addition (AQ1600)</u>			
<u>Revenues:</u>	\$	\$	\$
459-0000-391-3700 From Aquatic Center	25,000	(25,000)	0
<i>Totals:</i>	25,000	(25,000)	0

<u>Expenditures:</u>	\$	\$	\$
459-0000-629-2023 Arch/Eng/Landscaping	15,000	(15,000)	0
459-0000-629-9003 Improvements	10,000	(10,000)	0
<i>Totals:</i>	25,000	(25,000)	0

<u>Fund 419: Aquatic Center Fund</u>			
<u>Revenues:</u>	\$	\$	\$
419-0000-391-6900 From Visitors Enhancement	110,000	(25,000)	85,000

<i>Totals:</i>	110,000	(25,000)	85,000
<u>Expenditures:</u>	\$	\$	\$
419-6996-696-7609 CIP/Aquatics Project Fund	25,000	(25,000)	0
<i>Totals:</i>	25,000	(25,000)	0
<u>Fund 135: Vistors Enhancement Fund</u>			
<u>Expenditures:</u>	\$	\$	\$
135-4804-481-7039 Transfer to Aquatic Center	110,000	(25,000)	85,000
135-4804-481-7036 Transfer to Gen Proj Fund	143,085	11,500	154,585
135-1015-405-9003 Improvements	91,915	13,500	105,415
<i>Totals:</i>	345,000	0	345,000

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

ATTEST:

JOHN CLARK, Mayor

APPROVED AS TO FORM:

JAMES H. DEMMING, City Recorder

J. MICHAEL BILLINGSLEY, City Attorney

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



AGENDA ACTION FORM

Amend Engineering and Construction Contract and Budget Ordinance for Reedy Creek Sewer Trunkline Project

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

Action Form No.: AF-45-2017
 Work Session: February 20, 2017
 First Reading: February 21, 2017

Final Adoption: March 7, 2017
 Staff Work By: N. Eichmann/C. Austin
 Presentation By: Ryan McReynolds

Recommendation:

Approve the Resolution and Budget Ordinance.

Executive Summary:


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

On July 28, 2016, approval was given to the plans for a tunnel across CSX Right-of-way near the Wastewater Treatment Plant. The contract for this work was awarded to Garney Companies, Inc. on August 2, 2016. Garney has been working with CSX and their consultant for tunnel work occurring since September 2016. During subsequent investigation on January 12, 2017, it was determined that a previously unknown bridge abutment was discovered, buried in the alignment of the tunnel. CSX stopped construction until a new plan could be provided. Our consultant, Gresham, Smith, & Partners has been working with CSX to develop a new alignment. We have preliminary approval for a new alignment to proceed with design revisions.

This action will allow for amendment of our contracts with Gresham, Smith, & Partners for the redesign and Garney Companies for the construction of the new alignment. A budget ordinance is included to fund these change orders.

Attachments:

1. Resolution w/ Engineering Services Amendment
2. Ordinance
3. Construction Change Order
4. Location Map

Funding source appropriate and funds are available 

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AMENDMENT THE AGREEMENT WITH GRESHAM, SMITH & PARTNERS FOR THE REEDY CREEK SEWER TRUNKLINE REALIGNMENT DESIGN PROJECT; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT; AUTHORIZING THE MAYOR TO EXECUTE A CHANGE ORDER TO THE CONTRACT WITH GARNEY COMPANIES, INC. FOR THE REEDY CREEK SEWER TRUNKLINE REALIGNMENT CONSTRUCTION; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE CHANGE ORDER OR THIS RESOLUTION

WHEREAS, in July, 2013, the board approved a resolution authorizing the mayor to sign a professional services agreement with Gresham, Smith & Partners for the Reedy Creek Trunk Line Improvement project; and

WHEREAS, as part of that project, approval was given to the plans for a tunnel across CSX right-of-way near the Wastewater Treatment Plant, and the contract for this work was awarded to Garney Companies, Inc. on August 2, 2016.

WHEREAS, in the course of the project, it was found that a previously unknown bridge abatement was located in the alignment of the tunnel and the construction project was halted until a new plan could be provided; and

WHEREAS, Gresham, Smith & Partners, have since been working with CSX for a new alignment and the city has received approval for the construction with the new design revisions; and

WHEREAS, an amendment to the agreement with Gresham, Smith & Partners for the revisions to the alignment in the amount not to exceed \$32,700.00 is required; and

WHEREAS, also required is a change order allowing for additional construction time and the additional amount of \$204,948.00 to the contract for the construction of the Reedy Creek Trunk Line Improvement with Garney Companies, Inc., for a total construction cost of \$6,615,948.00.

WHEREAS, funds to cover the costs of the services in the amendment to the agreement and the change order will be available project SW1706-Reedy Creek Trunk Sewer.

Now therefore,

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

SECTION I. That an amendment to the agreement with Gresham, Smith & Partners for the Reedy Creek Trunk Line Improvement project in the amount of \$32,700.00, 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 Gresham, Smith & Partners for the Reedy Creek Trunk Line Improvement project and all other documents necessary and proper to effectuate the purpose of the agreement or this resolution, said amendment being generally as follows:

**Scope of Engineering Services for
Amendment No. 2 to
Reedy Creek Trunk Sewer Improvements
for the
City of Kingsport, Tennessee
February 13, 2017**

1. SCOPE OF SERVICES

a. General

Gresham, Smith and Partners (Engineer) will provide professional additional technical and professional services for the Reedy Creek Trunk Sewer Improvements project (Project) for the City of Kingsport, Tennessee (Owner) as requested by the owner and as described herein.

b. Additional Construction Phase Services

- 1) Evaluate alternatives and revise the alignment for the trunk sewer tunnel crossing of the CSX Railroad Right-of-Way to avoid a previously unknown buried bridge abutment contained in the railroad embankment along the path of the original tunnel alignment;
- 2) Coordination with the Contractor, Owner and Railroad to select the new railroad alignment that is most beneficial to all parties given constructability concerns, limits of existing easements, and avoidance of conflicts with other utilities.
- 3) Compilation and processing of Contract Change Order paperwork to incorporate the construction cost change due to construction delays, demobilization/remobilization and change in material quantities.
- 4) Coordination with the Railroad to process the change in alignment through the Railroad's permit review and approval process.
- 5) Additional time for RPR Services due to delay in the project.

2. COMPENSATION

GS&P proposes to perform the scope of services described herein at the personnel hourly rates listed on the Compensation Schedule included herewith as Attachment A, plus reimbursement for expenses directly related to the work including reimbursement for mileage at the prevailing IRS approved reimbursement rate. The proposed not-to-exceed fee this Amendment is \$32,700. A breakdown of the estimated fee is presented in Table 2-1.

Table 2-1: Fee Summary by Major Task

Reedy Creek Trunk Sewer City of Kingsport GS&P Project No. 28270.05		February 13, 2017	
CSX Tunnel Realignment Engineering Cost	Combined hours of Project Engineer, Project Manager, and Senior Engineer		
	Hours	Cost	
Work through January 27, 2015			
Task			
Evaluate Tunnel Alignment Alternatives	25	\$ 3,200.00	
Contractor and Owner Coordination/Discussions	13	\$ 1,730.00	
Railroad Coordination/Railroad Permit Process	9	\$ 1,270.00	
Subtotals	47	\$ 6,200.00	
Work Anticipated to Obtain New Alignment Approval			
Task			

<i>Revised Drawings</i>	32	\$ 4,170.00
* Overall Plan and Profile Sheet		
* Railroad Specific Plan Sheet with Profile Parallel to Tunnel Alignment		
* Railroad Specific Profile Parallel to Railroad Centerline		
<i>Contractor and Owner Coordination/Discussions</i>	12.5	\$ 1,700.00
<i>Railroad Coordination/Railroad Permit Process</i>	20.5	\$ 2,630.00
Subtotals	65	\$ 8,500.00
Resident Project Representative Extension of 6 Weeks	240	\$ 18,000.00
Totals	352	\$ 32,700.00

3. SCHEDULE

The schedule for completion of services on this project is extended by 42 calendar days past the existing period for services as amended to date which results in a 16.5 month Construction Phase duration and a Post-Construction Phase Duration of 12 months after the commencement of the Contractor's correction period.

Attachment A
2016-17 Compensation Schedule
Reedy Creek Trunk Sewer Improvements
City of Kingsport, Tennessee

Personnel Classification	Hourly Rate
Principal-in-Charge	\$222
Principal; QA/QC Manager	\$185
Senior Project Manager; Senior Project Engineer	\$157
Senior Structural Engineer	\$157
Project Engineer	\$120
Senior Engineering Intern	\$95
Engineering Intern	\$81
Design Technician	\$90
Senior Administrative Assistant/Operations Coordinator	\$123
Senior Administrative Assistant/Document Control Specialist	\$87
Administrative Assistant	\$63
Senior Resident Project Representative	\$85
Resident Project Representative	\$75

Reimbursable expenses, including long distance telephone charges, printing and copying charges, specialized equipment rental, and project related travel expenses, shall be invoiced at cost with no mark- up. Automobile mileage will be invoiced at the prevailing federal reimbursement rate. Subconsultant fees will be invoiced at cost plus eight percent. Rates listed are subject to adjustment annually.

AMENDMENT NUMBER 2

Amendment Number 2 to Agreement with an effective date of July 25, 2013 between Gresham, Smith & Partners and the City of Kingsport for Additional Service regarding the Reedy Creek Trunk Sewer Improvements.

Article 1 Scope of Services and Schedule

1.1 Add to Scope of Services as per the attached correspondence dated February 13, 2017 (4 pages), adding Additional Construction Phase Services due to changes in conditions. Additional service will include Evaluation of Alternatives, Design for Realignment of the Tunnel Crossing of the CSX Railroad, Contractor, and Owner Coordination for the Realignment, Railroad Permit Coordination for the Realignment, and additional time for RPR Services due to delay in project.

Article IV Compensation

4.1 – Add -thirty two thousand seven hundred dollars and zero cents (\$32,700.00) and change amount not to exceed five hundred ninety four thousand eight hundred dollars and zero cents (\$594,800.00), as per attached correspondence dated February 13, 2017 (4 pages).

Article V Period of Performance

5.1 Services will be completed upon completion of the construction phase.

All other terms and conditions remain the same as in the Agreement effective July 25, 2013 and as amended to date.

[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 Change Order No.1 to the contract with Garney Companies, Inc. for the realignment construction of the Reedy Creek Sewer Trunk Line Improvement project the amount of \$204,948.00, is approved.

SECTION V. That the mayor is authorized and directed to execute Change Order No. 1 to the contract to for the realignment of the Reedy Creek Sewer Trunk Line Improvement project and all other documents necessary and proper to effectuate the purpose of the contract.

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

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

ADOPTED this the 21st day of February, 2017.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

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

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

SECTION I. That the Sewer Project Fund budget be amended by transferring \$32,700 to the Reedy Creek Trunkline project (SW1400) and transfer \$205,300 to the Reedy Creek Trunkline project (SW1706) from WWTP Equalization Basin project (SW1707). This will allow for amendment of the contracts with Gresham, Smith, & Partners for the redesign and Garney Companies for the construction of the new alignment.

Account Number/Description:

Fund 452 Sewer Fund

WWTP Equalization Basin (SW1707)

Revenues:

452-0000-391-0545 Series 2016 GO (Nov 4)

Totals:

Expenditures:

452-0000-606-2023 Arch/Eng/Landscaping

452-0000-606-9003 Improvements

Totals:

<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
\$	\$	\$
810,000	(238,000)	572,000
810,000	(238,000)	572,000
310,000	(238,000)	72,000
500,000	0	500,000
810,000	(238,000)	572,000

Fund 452 Sewer Fund

Reedy Creek Trunkline (SW1400)

Revenues:

452-0000-391-0529 Series 2013B GO Pub Imp

452-0000-391-0545 Series 2016 GO (Nov 4)

452-0000-391-4200 From Sewer Fund

Totals:

Expenditures:

452-0000-606-2023 Arch/Eng/Landscaping

452-0000-606-9001 Land

452-0000-606-9003 Improvements

Totals:

\$	\$	\$
673,625	0	673,625
0	32,700	32,700
7,014	0	7,014
680,639	32,700	713,339
583,813	32,700	616,513
86,555	0	86,555
10,271	0	10,271
680,639	32,700	713,339

Fund 452 Sewer Fund

Reedy Creek Trunk Line (SW1706)

Revenues:

452-0000-391-0529 Series 2013B GO Pub Imp

452-0000-391-0531 Series 2014B GO Pub Imp

452-0000-391-0540 2015A (OCT) GO Pub Imp. Bonds

452-0000-391-0545 Series 2016 GO (Nov 4)

452-0000-391-4200 From Sewer Fund

Totals:

\$	\$	\$
4,613,619	0	4,613,619
810,000	0	810,000
133,899	0	133,899
0	205,300	205,300
1,237,745	0	1,237,745
6,795,263	205,300	7,000,563

Expenditures:

452-0000-606-9003 Improvements

Totals:

6,795,263

205,300

7,000,563

6,795,263

205,300

7,000,563

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:

ANGELA L. MARSHALL
Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____

Change Order

No. 1

Date of Issuance: February 13, 2017 Effective Date: _____

Project: Reedy Creek Trunk Sewer Improvements	Owner: City of Kingsport	Owner's Contract No.: -
Contract: Reedy Creek Trunk Sewer Improvements	Date of Contract: August 9, 2016	
Contractor: Garney Companies, Inc.	Engineer's Project No.: 28270.05	

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

- Add 6-weeks duration to existing contract schedule: Work shall now be complete by March 21, 2018
- Cost of Delay (6 weeks): \$71,988.00 to be added to Pay Item No. 2
- Tunnel Line No. 1 (CSX Tunnel) realignment: \$56,795.00 to be added to Pay Item No. 23.01
- 36-inch HOBAS X RCP connection: \$7,373.00 to be added under new Pay Item No. 47
- Additional 87 LF of 48" FRPMP (10-12') Unpaved: \$ 30,363.00 to be added to Pay Item No. 29.03
- Subtract of MH 1-3: Remove Pay Item 42.02 subtracting \$23,000.00 from bid total
- Addition of 3 new FRP Manholes: Add Pay Items 42.021, 42.022 and 42.023 adding \$ 69,000 to bid total
- Additional 8 LF of 36" FRPMP (10-12') Unpaved: \$ 1,864.00 to be added to Pay Item No. 28.01
- Additional 2 Type B Watertight Frame and Cover: \$210.00 to be added to Pay Item No. 44
- Subtract 20 LF of 12" unpaved PVC gravity sewer pipe (8-10'): Remove Pay Item No. 26 and Subtract \$ 2,400.00 from bid total
- Subtract 1 5-foot diameter concrete manhole (0-6'): Subtract \$ 6,300.00 from Pay Item No. 40.01
- Subtract 3 VF from 5-foot dia. Concrete manhole (> 6'): Subtract \$ 945.00 from Pay Item No. 40.02
- See the attached Change Order Schedule, Plans Markup and Memorandum of Negotiation for further breakdown.

Attachments (list documents supporting change):

Change Order No. 1 Memorandum of Negotiation

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 6,411,000.00{Increase} {Decrease} from previously
approved Change Orders No. N/A to No. N/A:\$0.00

Contract Price prior to this Change Order:

\$ 6,411,000.00

Increase of this Change Order:

\$ 204,948.00

Contract Price incorporating this Change Order:

\$ 6,615,948.00**CHANGE IN CONTRACT TIMES:**Original Contract Times: ☐ Working days ☒ Calendar daysSubstantial completion (days or date): January 08, 2018Ready for final payment (days or date): February 07, 2018{Increase} {Decrease} from previously approved Change Orders
No. N/A to No. N/A:Substantial completion (days): 0 daysReady for final payment (days): 0 days

Contract Times prior to this Change Order:

Substantial completion (days or date): January 08, 2018Ready for final payment (days or date): February 07, 2018

Increase of this Change Order:

Substantial completion (days or date): 42 daysReady for final payment (days or date): 42 days

Contract Times with all approved Change Orders:

Substantial completion (days or date): February 19, 2018Ready for final payment (days or date): March 21, 2018**RECOMMENDED:**By: [Signature]**Engineer** (Authorized Signature)Date: 2 - 13 - 17Approved by Funding Agency (if applicable):
_____**ACCEPTED:**

By: _____

Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____

Contractor (Authorized Signature)

Date: _____

Date: _____

MEMORANDUM OF NEGOTIATION
CHANGE ORDER NO. 1

Owner: City of Kingsport
Kingsport, Tennessee

Project Name: Reedy Creek Trunk Sewer Improvements

Contractor: Garney Companies, Inc.

Date: February 13, 2017

Description of Changes Involved

On January 16, 2017, work on Tunnel No. 1, as shown in the original contract documents, was halted due to the discovery of a deep foundation structure associated with a CSX railroad bridge. After coordination and approval by CSX and their consultant, Shannon and Wilson, Gresham, Smith and Partners (GSP) was able to develop a new tunnel alignment which can be viewed in Attachment 1. Meeting notes and correspondence detailing these proceedings can be viewed in Attachments 2 and 3.

In response to this new alignment, Garney Companies, Inc. (Garney), has requested changes to the contract to account for additional work, materials and time. The request increases contract time six weeks equivalent to the delay from January 16, 2017 to the anticipated date that tunneling will resume. The request also increases payment an additional \$ 204,948.00 to account for costs associated with delay as well as additional work and materials associated with the new alignment. After review by GSP's design team, the proposed contract changes were found to be reasonable and worthy of submission to the City of Kingsport. A breakdown of proposed changes to the original contract submitted by Garney can be viewed in Attachment 4.

A breakdown of changes, as they will appear in the revised contract documents and subsequent payment applications is shown below in Table 1:

TABLE 1

Breakdown of Pay Item Changes

Table 1

Project: Reedy Creek Trunk Sewer Improvements

Owner: City of Kingsport

Change Order No. 1

GS&P: 28270.05

BASE BID DETAILS			Garney Companies, Inc. Original Contract			Garney Companies, Inc. Change Order No. 1		
Item	Description	Unit	Quantity	Unit Price	Total	Quantity	Unit Price	Total
1.	Utility Pole Relocation Allowance (Reference the General Notes)	LS	1	\$ 16,069.31	\$ 16,069.31	1	\$ 16,069.31	\$ 16,069.31
2.	Mobilization*	LS	1	\$ 205,000.00	\$ 205,000.00	1	\$ 276,988.00	\$ 276,988.00
3.	Sewer Flow Control	LS	1	\$ 350,000.00	\$ 350,000.00	1	\$ 350,000.00	\$ 350,000.00
4.	Traffic Control (Including Greenbelt Traffic)	LS	1	\$ 25,000.00	\$ 25,000.00	1	\$ 25,000.00	\$ 25,000.00
5.	Clearing and Grubbing	LS	1	\$ 30,000.00	\$ 30,000.00	1	\$ 30,000.00	\$ 30,000.00
6.	Erosion Control	LS	1	\$ 40,000.00	\$ 40,000.00	1	\$ 40,000.00	\$ 40,000.00
7.	Abandon In Place Existing Gravity Sewer Pipe with Non-Shrink Grout or Flowable Fill							
	12-Inch Diameter with Non-Shrink Grout	LF	98	\$ 15.00	\$ 1,470.00	98	\$ 15.00	\$ 1,470.00
	12-Inch Diameter with Flowable Fill	LF	124	\$ 15.00	\$ 1,860.00	124	\$ 15.00	\$ 1,860.00
	18-Inch Diameter with Non-Shrink Grout	LF	113	\$ 20.00	\$ 2,260.00	113	\$ 20.00	\$ 2,260.00
	18-Inch Diameter with Flowable Fill	LF	158	\$ 20.00	\$ 3,160.00	158	\$ 20.00	\$ 3,160.00
	30-Inch Diameter with Non-Shrink Grout	LF	265	\$ 35.00	\$ 9,275.00	265	\$ 35.00	\$ 9,275.00
	30-Inch Diameter with Flowable Fill	LF	404	\$ 35.00	\$ 14,140.00	404	\$ 35.00	\$ 14,140.00
8.	Abandon In Place Existing Manhole							\$ -
	4-Foot Diameter	VF	95	\$ 175.00	\$ 16,625.00	95	\$ 175.00	\$ 16,625.00
	5-Foot Diameter	VF	71	\$ 200.00	\$ 14,200.00	71	\$ 200.00	\$ 14,200.00
9.	Remove Existing Gravity Sewer Pipes from Stream							
	18-Inch Gravity Sewer Pipe from Reedy Creek, Approximately 67LF (See Sheet C6.0)	LS	1	\$ 4,000.00	\$ 4,000.00	1	\$ 4,000.00	\$ 4,000.00
	24-Inch Gravity Sewer Force Main from Reedy Creek, Approximately 150LF (See Sheet C6.0)	LS	1	\$ 13,000.00	\$ 13,000.00	1	\$ 13,000.00	\$ 13,000.00
	24-Inch Gravity Sewer Force Main from Reedy Creek, Approximately 25LF (See Sheet C7.0)	LS	1	\$ 2,200.00	\$ 2,200.00	1	\$ 2,200.00	\$ 2,200.00
10.	Asphalt Pavement: Lomax Street Area Only (See Sheet T1.0)							
	Saw Cut Gutter, Remove Existing Concrete Pavement and Base (East Lomax Street Area)	SY	2,047	\$ 18.00	\$ 36,846.00	2,047	\$ 18.00	\$ 36,846.00
	Aggregate Base and Asphalt Binder (West Lomax Street; See Drawing Nos. A3.5 and A6.7)	SY	649	\$ 120.00	\$ 77,880.00	649	\$ 120.00	\$ 77,880.00
	Crushed Stone Base, Prime Coat, Asphalt Binder (East Lomax Street Area)	SY	2,047	\$ 31.00	\$ 63,457.00	2,047	\$ 31.00	\$ 63,457.00
	Tack Coat and Bituminous Pavement Surface (All of Lomax Street)	SY	3,210	\$ 14.00	\$ 44,940.00	3,210	\$ 14.00	\$ 44,940.00

Table 1 (continued)

Project: Reedy Creek Trunk Sewer Improvements

BASE BID DETAILS			Garney Companies, Inc. Original Contract			Garney Companies, Inc. Change Order No. 1		
11.	Special Pavement Restoration (West Center Street Only; See Sheet C9.0 and C10.0)							
	Aggregate Base and Asphalt Binder (See Drawing A3.5)	SY	687	\$ 230.00	\$ 158,010.00	687	\$ 230.00	\$ 158,010.00
	Special Pavement Surface Overlay and Restoration	SY	2,280	\$ 22.00	\$ 50,160.00	2,280	\$ 22.00	\$ 50,160.00
12.	Asphalt Pavement Repair, General (Aggregate Base, Tack Coat, Binder, Bituminous Pavement Surface, Pavement Markings)	SY	2,580	\$ 64.00	\$ 165,120.00	2,580	\$ 64.00	\$ 165,120.00
13.	Asphalt Pavement Repair, Greenbelt Path	SY	182	\$ 62.00	\$ 11,284.00	182	\$ 62.00	\$ 11,284.00
14.	Portland Cement Concrete Pavement, Plain	SY	60	\$ 120.00	\$ 7,200.00	60	\$ 120.00	\$ 7,200.00
15.	Portland Cement Concrete Pavement, Reinforced	SY	60	\$ 140.00	\$ 8,400.00	60	\$ 140.00	\$ 8,400.00
16.	Portland Cement Concrete Pad (See Detail on Sheet C10.0)	SY	14	\$ 140.00	\$ 1,960.00	14	\$ 140.00	\$ 1,960.00
17.	Gravel Driveway	SY	100	\$ 6.00	\$ 600.00	100	\$ 6.00	\$ 600.00
18.	Sidewalks, Concrete, Removal and Replacement	SF	592	\$ 7.50	\$ 4,440.00	592	\$ 7.50	\$ 4,440.00
19.	Curbs, Concrete, Removal and Replacement	LF	155	\$ 40.00	\$ 6,200.00	155	\$ 40.00	\$ 6,200.00
20.	Permanent Seeding with Mulch	LS	1	\$ 4,000.00	\$ 4,000.00	1	\$ 4,000.00	\$ 4,000.00
21.	Creek Crossing, Complete Installation							
	Line No. 1, Station 42+17 to 42+60	LS	1	\$ 33,000.00	\$ 33,000.00	1	\$ 33,000.00	\$ 33,000.00
	Line No. 4, Station 0+12 to 0+82	LS	1	\$ 46,000.00	\$ 46,000.00	1	\$ 46,000.00	\$ 46,000.00
22.	Temporary Stream Barrier, Line No. 1 (See Sheet C16.0)	LS	1	\$ 15,000.00	\$ 15,000.00	1	\$ 15,000.00	\$ 15,000.00
23.	Tunnelling, Complete Installation							
	Line No. 1, Station 1+77 to 4+58*	LS	1	\$ 740,000.00	\$ 740,000.00	1	\$ 796,795.00	\$ 796,795.00
	Line No. 1, Station 29+33 to 30+94	LS	1	\$ 460,000.00	\$ 460,000.00	1	\$ 460,000.00	\$ 460,000.00
	Line No. 1, Station 39+00 to 40+26	LS	1	\$ 350,000.00	\$ 350,000.00	1	\$ 350,000.00	\$ 350,000.00
24.	Slip-Line Gravity Sewer Pipe, HDPE							
	New 12-Inch Dia. HDPE Inside Existing 30-Inch Dia. Concrete	LF	92	\$ 200.00	\$ 18,400.00	92	\$ 200.00	\$ 18,400.00
25.	Gravity Sewer Pipe, PVC, 8 Inches, Unpaved							
	0 - 6 Feet Deep	LF	66	\$ 109.00	\$ 7,194.00	66	\$ 109.00	\$ 7,194.00
	6 - 8 Feet Deep	LF	28	\$ 109.00	\$ 3,052.00	28	\$ 109.00	\$ 3,052.00
	8 - 10 Feet Deep	LF	40	\$ 109.00	\$ 4,360.00	40	\$ 109.00	\$ 4,360.00
	10 - 12 Feet Deep	LF	230	\$ 109.00	\$ 25,070.00	230	\$ 109.00	\$ 25,070.00
26.	Gravity Sewer Pipe, PVC, 12 Inches, Unpaved							
	8 - 10 Feet Deep*	LF	20	\$ 120.00	\$ 2,400.00	-	-	-
27.	Gravity Sewer Pipe, FRPMP, 24 Inches, Unpaved							
	14 - 16 Feet Deep	LF	39	\$ 258.00	\$ 10,062.00	39	\$ 258.00	\$ 10,062.00
	16 - 18 Feet Deep	LF	13	\$ 258.00	\$ 3,354.00	13	\$ 258.00	\$ 3,354.00
	18 - 20 Feet Deep	LF	52	\$ 258.00	\$ 13,416.00	52	\$ 258.00	\$ 13,416.00
	Greater than 20 Feet Deep	LF	110	\$ 258.00	\$ 28,380.00	110	\$ 258.00	\$ 28,380.00

Table 1 (continued)

Project: Reedy Creek Trunk Sewer Improvements

BASE BID DETAILS			Garney Companies, Inc. Original Contract			Garney Companies, Inc. Change Order No. 1		
28.	Gravity Sewer Pipe, FRPMP, 36 Inches, Unpaved							
	10 - 12 Feet Deep*	LF	57	\$ 233.00	\$ 13,281.00	65	\$ 233.00	\$ 15,145.00
	12 - 14 Feet Deep	LF	39	\$ 233.00	\$ 9,087.00	39	\$ 233.00	\$ 9,087.00
29.	Gravity Sewer Pipe, FRPMP, 48 Inches, Unpaved							
	6 - 8 Feet Deep	LF	39	\$ 349.00	\$ 13,611.00	39	\$ 349.00	\$ 13,611.00
	8 - 10 Feet Deep	LF	24	\$ 349.00	\$ 8,376.00	24	\$ 349.00	\$ 8,376.00
	10 - 12 Feet Deep	LF	51	\$ 349.00	\$ 17,799.00	138	\$ 349.00	\$ 48,162.00
	12 - 14 Feet Deep	LF	71	\$ 349.00	\$ 24,779.00	71	\$ 349.00	\$ 24,779.00
	14 - 16 Feet Deep	LF	77	\$ 349.00	\$ 26,873.00	77	\$ 349.00	\$ 26,873.00
	16 - 18 Feet Deep	LF	131	\$ 349.00	\$ 45,719.00	131	\$ 349.00	\$ 45,719.00
	18 - 20 Feet Deep	LF	106	\$ 349.00	\$ 36,994.00	106	\$ 349.00	\$ 36,994.00
	Greater than 20 Feet Deep	LF	38	\$ 349.00	\$ 13,262.00	38	\$ 349.00	\$ 13,262.00
30.	Gravity Sewer Pipe, PVC, 6 Inches, Paved (Line 2A)							
	0 - 6 Feet Deep	LF	131	\$ 163.00	\$ 21,353.00	131	\$ 163.00	\$ 21,353.00
31.	Gravity Sewer Pipe, PVC, 8 Inches, Paved							
	0 - 6 Feet Deep	LF	10	\$ 239.00	\$ 2,390.00	10	\$ 239.00	\$ 2,390.00
	6 - 8 Feet Deep	LF	44	\$ 239.00	\$ 10,516.00	44	\$ 239.00	\$ 10,516.00
	8 - 10 Feet Deep	LF	61	\$ 239.00	\$ 14,579.00	61	\$ 239.00	\$ 14,579.00
	10 - 12 Feet Deep	LF	115	\$ 239.00	\$ 27,485.00	115	\$ 239.00	\$ 27,485.00
32.	Gravity Sewer Pipe, PVC, 12 Inches, Paved							
	0 - 6 Feet Deep	LF	27	\$ 155.00	\$ 4,185.00	27	\$ 155.00	\$ 4,185.00
33.	Gravity Sewer Pipe, PVC, 18 Inches, Paved							
	6 - 8 Feet Deep	LF	32	\$ 270.00	\$ 8,640.00	32	\$ 270.00	\$ 8,640.00
	8 - 10 Feet Deep	LF	292	\$ 270.00	\$ 78,840.00	292	\$ 270.00	\$ 78,840.00
	10 - 12 Feet Deep	LF	63	\$ 270.00	\$ 17,010.00	63	\$ 270.00	\$ 17,010.00
	12 - 14 Feet Deep	LF	43	\$ 270.00	\$ 11,610.00	43	\$ 270.00	\$ 11,610.00
34.	Gravity Sewer Pipe, HDPE, 18 Inches, Paved							
	10 - 12 Feet Deep	LF	7	\$ 290.00	\$ 2,030.00	7	\$ 290.00	\$ 2,030.00
	12 - 14 Feet Deep	LF	12	\$ 290.00	\$ 3,480.00	12	\$ 290.00	\$ 3,480.00
35.	Gravity Sewer Pipe, FRPMP with Sleeve Coupling, 24 Inches, Paved							
	18 - 20 Feet Deep	LF	14	\$ 650.00	\$ 9,100.00	14	\$ 650.00	\$ 9,100.00
36.	Gravity Sewer Pipe, FRPMP with Sleeve Coupling, 36 Inches, Paved							
	14 - 16 Feet Deep	LF	112	\$ 618.00	\$ 69,216.00	112	\$ 618.00	\$ 69,216.00
	16 - 18 Feet Deep	LF	513	\$ 618.00	\$ 317,034.00	513	\$ 618.00	\$ 317,034.00
37.	Gravity Sewer Pipe, FRPMP with Sleeve Coupling, 48 Inches, Paved							
	12 - 14 Feet Deep	LF	386	\$ 683.00	\$ 263,638.00	386	\$ 683.00	\$ 263,638.00
	14 - 16 Feet Deep	LF	1,080	\$ 683.00	\$ 737,640.00	1,080	\$ 683.00	\$ 737,640.00
	16 - 18 Feet Deep	LF	212	\$ 683.00	\$ 144,796.00	212	\$ 683.00	\$ 144,796.00
	18 - 20 Feet Deep	LF	64	\$ 683.00	\$ 43,712.00	64	\$ 683.00	\$ 43,712.00
	Greater than 20 Feet Deep	LF	184	\$ 683.00	\$ 125,672.00	184	\$ 683.00	\$ 125,672.00

Table 1 (continued)

Project: Reedy Creek Trunk Sewer Improvements

BASE BID DETAILS			Garney Companies, Inc. Original Contract			Garney Companies, Inc. Change Order No. 1		
38.	Gravity Sewer Pipe, FRPMP with Sleeve Coupling, 48 Inches, Paved (West Center Street Only; See Sheets C9.0 and C10.0)							
	18 - 20 Feet Deep	LF	13	\$ 683.00	\$ 8,879.00	13	\$ 683.00	\$ 8,879.00
	Greater than 20 Feet Deep	LF	549	\$ 683.00	\$ 374,967.00	549	\$ 683.00	\$ 374,967.00
39.	Manhole, Concrete, 4-Foot Diameter							
	Standard, 0 - 6 Feet Deep	EA	9	\$ 5,400.00	\$ 48,600.00	9	\$ 5,400.00	\$ 48,600.00
	Extra Depth, Greater Than 6 Feet Deep	VF	41	\$ 250.00	\$ 10,250.00	41	\$ 250.00	\$ 10,250.00
40.	Manhole, Concrete, 5-Foot Diameter							
	Standard, 0 - 6 Feet Deep*	EA	4	\$ 6,300.00	\$ 25,200.00	3	\$ 6,300.00	\$ 18,900.00
	Extra Depth, Greater Than 6 Feet Deep*	VF	15	\$ 315.00	\$ 4,725.00	12	\$ 315.00	\$ 3,780.00
41.	Manhole, Concrete, 6-Foot Diameter							
	Standard, 0 - 6 Feet Deep	EA	2	\$ 10,000.00	\$ 20,000.00	2	\$ 10,000.00	\$ 20,000.00
	Extra Depth, Greater Than 6 Feet Deep	VF	16	\$ 375.00	\$ 6,000.00	16	\$ 375.00	\$ 6,000.00
42.	Manhole, Fiberglass-Reinforced, Complete Installation							
	Manhole 1-2	LS	1	\$ 23,000.00	\$ 23,000.00	1	\$ 23,000.00	\$ 23,000.00
	Manhole 1-3*	LS	1	\$ 23,000.00	\$ 23,000.00	-	-	-
	Manhole 1-3A*	LS	-	-	-	1	\$ 23,000.00	\$ 23,000.00
	Manhole 1-3B*	LS	-	-	-	1	\$ 23,000.00	\$ 23,000.00
	Manhole 1-3C*	LS	-	-	-	1	\$ 23,000.00	\$ 23,000.00
	Manhole 1-4	LS	1	\$ 23,000.00	\$ 23,000.00	1	\$ 23,000.00	\$ 23,000.00
	Manhole 1-5	LS	1	\$ 23,000.00	\$ 23,000.00	1	\$ 23,000.00	\$ 23,000.00
	Manhole 1-6	LS	1	\$ 23,000.00	\$ 23,000.00	1	\$ 23,000.00	\$ 23,000.00
	Manhole 1-7	LS	1	\$ 23,000.00	\$ 23,000.00	1	\$ 23,000.00	\$ 23,000.00
	Manhole 1-8	LS	1	\$ 23,000.00	\$ 23,000.00	1	\$ 23,000.00	\$ 23,000.00
	Manhole 1-9	LS	1	\$ 23,000.00	\$ 23,000.00	1	\$ 23,000.00	\$ 23,000.00
	Manhole 1-10	LS	1	\$ 23,000.00	\$ 23,000.00	1	\$ 23,000.00	\$ 23,000.00
	Manhole 1-11	LS	1	\$ 23,000.00	\$ 23,000.00	1	\$ 23,000.00	\$ 23,000.00
	Manhole 1-12	LS	1	\$ 23,000.00	\$ 23,000.00	1	\$ 23,000.00	\$ 23,000.00
	Manhole 1-13	LS	1	\$ 23,000.00	\$ 23,000.00	1	\$ 23,000.00	\$ 23,000.00
	Manhole 1-14	LS	1	\$ 23,000.00	\$ 23,000.00	1	\$ 23,000.00	\$ 23,000.00
	Manhole 1-15	LS	1	\$ 23,000.00	\$ 23,000.00	1	\$ 23,000.00	\$ 23,000.00
	Manhole 1-16	LS	1	\$ 23,000.00	\$ 23,000.00	1	\$ 23,000.00	\$ 23,000.00
	Manhole 1-17	LS	1	\$ 23,000.00	\$ 23,000.00	1	\$ 23,000.00	\$ 23,000.00
	Manhole 1-18	LS	1	\$ 23,000.00	\$ 23,000.00	1	\$ 23,000.00	\$ 23,000.00
	Manhole 1-19	LS	1	\$ 23,000.00	\$ 23,000.00	1	\$ 23,000.00	\$ 23,000.00
	Manhole 1-20	LS	1	\$ 23,000.00	\$ 23,000.00	1	\$ 23,000.00	\$ 23,000.00
	Manhole 1-21	LS	1	\$ 23,000.00	\$ 23,000.00	1	\$ 23,000.00	\$ 23,000.00
	Manhole 1-22	LS	1	\$ 23,000.00	\$ 23,000.00	1	\$ 23,000.00	\$ 23,000.00
	Manhole 1-23	LS	1	\$ 23,000.00	\$ 23,000.00	1	\$ 23,000.00	\$ 23,000.00
43.	Manhole Adjustment							
	Reform Invert and New Pipe Connection to Existing Junction Box at Headworks (Station 0+00)	LS	1	\$ 11,500.00	\$ 11,500.00	1	\$ 11,500.00	\$ 11,500.00
44.	Watertight Manhole Frame and Cover (Type B) For Non-Fiberglass-Reinforced Manholes (Adder)*	EA	9	\$ 105.00	\$ 945.00	11	\$ 105.00	\$ 1,155.00

Table 1 (continued)

Project: Reedy Creek Trunk Sewer Improvements

BASE BID DETAILS			Garney Companies, Inc. Original Contract			Garney Companies, Inc. Change Order No. 1		
45.	Manhole Drop Assembly							
	8-Inch Diameter, 4 - 6 Feet Drop, Outside Assembly (Adder)	EA	1	\$ 2,800.00	\$ 2,800.00	1	\$ 2,800.00	\$ 2,800.00
	8-Inch Diameter, 6 - 8 Feet Drop, Outside Assembly (Adder)	EA	1	\$ 3,600.00	\$ 3,600.00	1	\$ 3,600.00	\$ 3,600.00
	10-Inch Diameter, 2 - 4 Feet Drop, Outside Assembly (Adder)	EA	1	\$ 2,500.00	\$ 2,500.00	1	\$ 2,500.00	\$ 2,500.00
	10-Inch Diameter, 4 - 6 Feet Drop, Outside Assembly (Adder)	EA	1	\$ 3,200.00	\$ 3,200.00	1	\$ 3,200.00	\$ 3,200.00
	18-Inch Diameter, 2 - 4 Feet Drop, Outside Assembly (Adder)	EA	1	\$ 5,122.69	\$ 5,122.69	1	\$ 5,122.69	\$ 5,122.69
46.	Sewer Lateral Assembly, PVC, 6-Inch Diameter (Complete Installation Except Surface Restoration)	EA	52	\$ 2,030.00	\$ 105,560.00	52	\$ 2,030.00	\$ 105,560.00
47.	36" HOBAS X RCP Connection*	LS	-	-	-	1	\$ 7,373.00	\$ 7,373.00
BASE BID TOTAL, ITEMS 1 THROUGH 47, INCLUSIVE, THE AMOUNT OF			\$	6,411,000.00		\$	6,615,948.00	

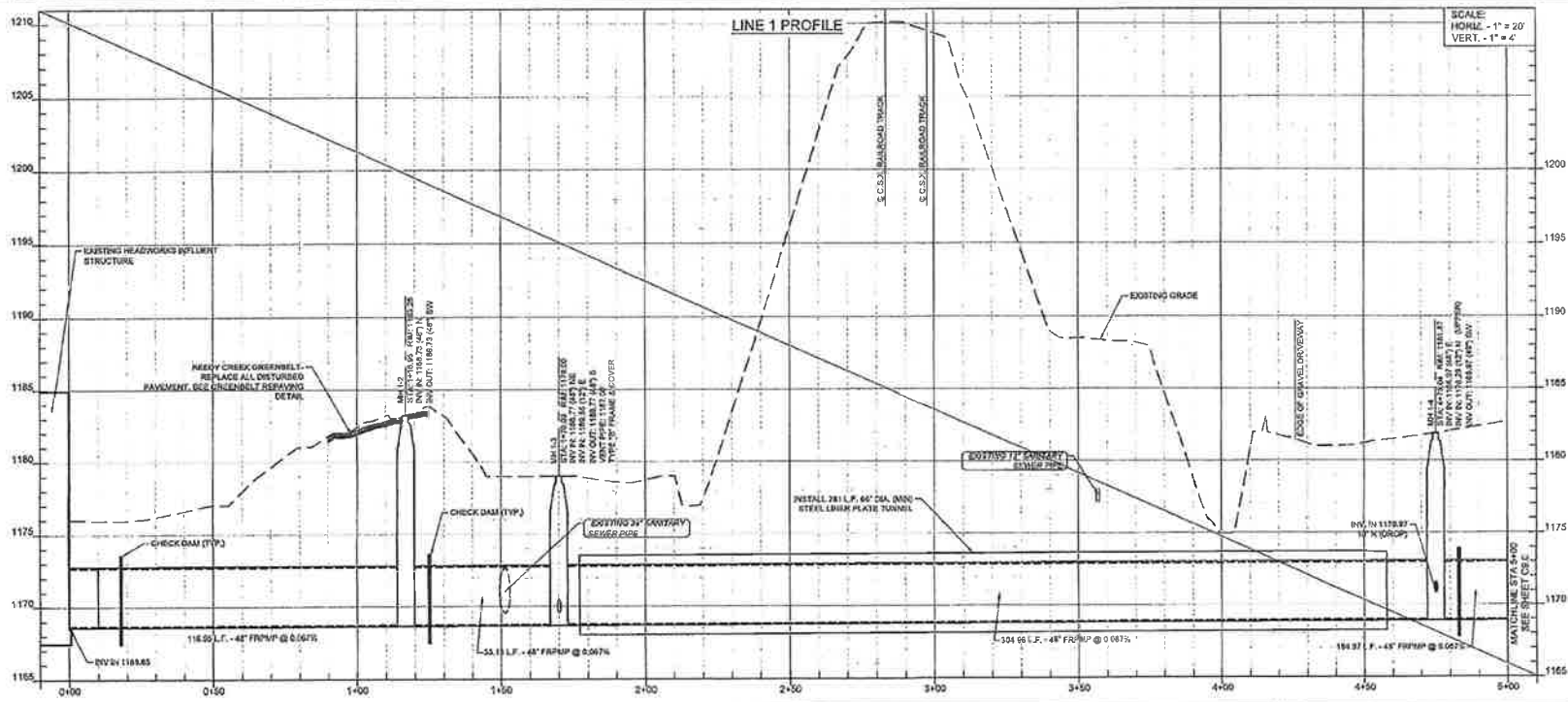
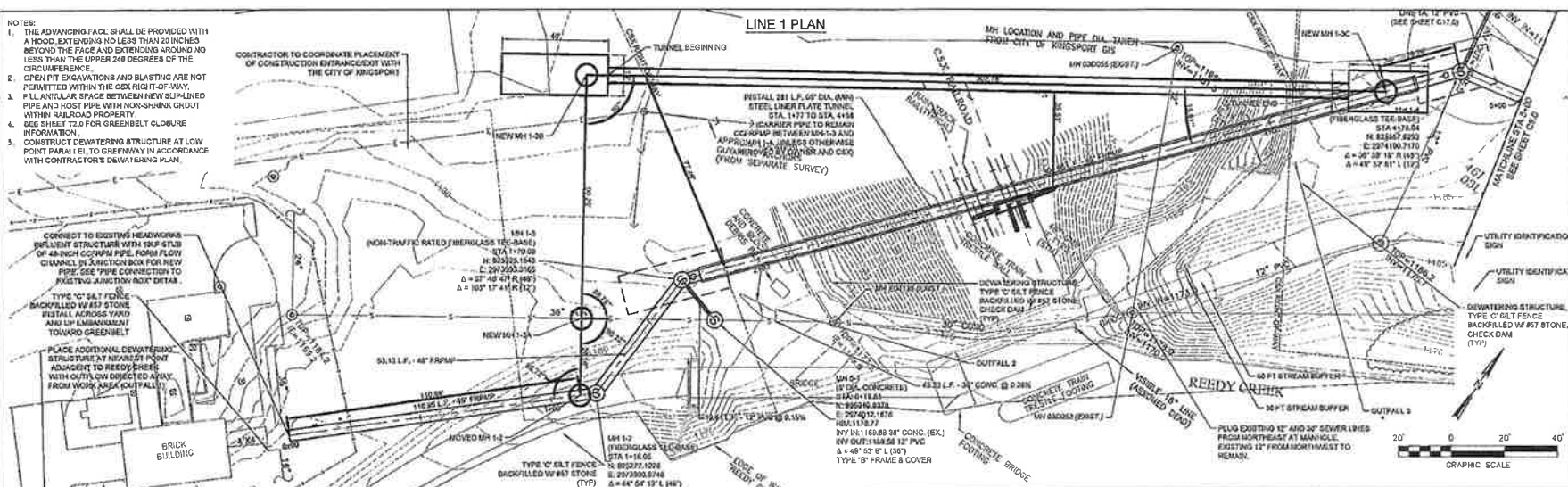
*Indicates price or unit quantity in Change Order No. 1

Attachment 1

New Tunnel Alignment

NOTES:

1. THE ADVANCING FACE SHALL BE PROVIDED WITH A HOOD, EXTENDING NO LESS THAN 20 INCHES ABOVE THE FACE AND EXTENDING AROUND NO LESS THAN THE UPPER 240 DEGREES OF THE CIRCUMFERENCE.
2. OPEN PIT EXCAVATIONS AND BLASTING ARE NOT PERMITTED WITHIN THE COX RIGHT-OF-WAY.
3. ALL ANGULAR SPACE BETWEEN NEW SUP-LINED PIPE AND HOST PIPE WITH NON-SHRINK GROUT WITHIN RAILROAD PROPERTY.
4. SEE SHEET T2.0 FOR GREENBELT CLOSURE INFORMATION.
5. CONSTRUCT Dewatering STRUCTURE AT LOW POINT PARALLEL TO GREENWAY IN ACCORDANCE WITH CONTRACTOR'S DEWATERING PLAN.



Attachment 2

Meeting Notes from GS&P, Garney and Shannon & Wilson 01/16/17



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

February 7, 2017

CONFERENCE CALL MEETING NOTES

**KINGSPORT REEDY CREEK TRUNK SEWER
KINGSPORT, TN
GS&P Project No. 28270.05**

MEETING DATE: January 16, 2017

PARTICIPANTS: Anthony Crist — GS&P
 Eric Gamble — GS&P
 David Kiefer — GS&P
 Sam Kidd — GS&P (Aerotek)
 Zach Bloomfield — Garney
 Ben Ramsbottom — Garney
 Kyle Murphy — Shannon & Wilson
 Roberto Guardia — Shannon & Wilson

DISCUSSION: 11:00 AM

1. The purpose of the meeting was to discuss the recently discovered bridge abutment and associated H-pile foundation which is located approximately 38 feet from the edge of the creek along the railroad alignment at trunk sewer station 2+98.
2. Shannon and Wilson (CSX Consultant) has pulled the historic construction drawings for the RR bridge. The original RR bridge design was in 1907 with a bridge widening design to add a second track in 1971.
3. The bridge drawings of 1971 from CSX show that the structure located adjacent to the apparently 4-foot high wing wall near to top of the railroad embankment, and located 38 feet along the railroad alignment from the main trestle wall at the creek, is indeed a bridge abutment with a battered H-pile deep foundation extending approximately 40 feet deep to bedrock. This abutment is from a widening of the bridge in 1971 to add a second RR track. The majority of this abutment is buried in the railroad embankment fill.

Design Services For The Built Environment

2095 Lakeside Centre Way, Suite 120 / Knoxville, Tennessee 37922 / Phone 865.521.6777 / www.greshamsmith.com



MEETING NOTES
KINGSPORT REEDY CREEK TRUNK SEWER
GS&P Project No. 28270.05
February 7, 2017
Page 2

4. The bottom of the H-pile foundation is at the approximate elevation of the invert of the 66-inch liner plate trunk sewer tunnel. Of the four H-piles supporting the abutment, the bottom of western most H-pile is within two feet of the tunnel wall and the easternmost H-pile extends into the tunnel envelope.
5. Due to conflict with the H-piles, the trunk sewer tunnel cannot be constructed where designed and must be re-aligned/re-located.
6. Eric Gamble asked the CSX required clearance from the H-piles. Roberto Guardia replied that the standard clearance from any abutment is 45 feet. Anything less will require a variance.
7. Zach Bloomfield asked if the review process for the realignment can be expedited. Roberto Guardia responded that they will try as they know the tunnel boring machine is already assembled and the launch pit excavated, but the review will include both the CSX Real Property Department and the CSX Bridge Department which will likely lengthen the time required for review.
8. Anthony Crist asked who the new alignment should be submitted to for this revision. Roberto Guardia responded that it should be submitted to Alex Saar with CSX (alex_saar@csx.com, 904-279-3956).
9. Anthony Crist asked from a lessons learned perspective, what could be done to avoid this type of situation in the future and who GS&P should contact at CSX for bridge plans when designing utility crossing in the vicinity of a bridge. Roberto Guardia responded that the drawings for bridges come from the CSX bridge department, but he does not believe they are available to outside engineers. Roberto stated that Shannon and Wilson started reviewing this crossing over two years ago, but never realized there was a bridge nearby. He stated that it was not specifically clear on the plans and that having a Google KMZ file would have been helpful so they could have placed the alignment in Google Earth to check for bridges and other features. Anthony Crist stated that he was uncertain as to the drawings actually reviewed by Shannon and Wilson, but that the construction plans did call out the trestle footing and trestle wall that is closest to the creek (which turns out to be the abutment of the original 1907 bridge design).

The point of this question during the phone call was aimed at determining for future knowledge, how GS&P can identify later modifications to a bridge and track such as this where part of the abutment is buried within the fill of the railroad embankment. Or in general, if there is a way for us to request bridge plans from CSX on future projects. The summary provide here is merely an attempt to record



MEETING NOTES
KINGSPORT REEDY CREEK TRUNK SEWER
GS&P Project No. 28270.05
February 7, 2017
Page 3

this part of the conversation during the call and is not meant to posture or assign responsibility.

10. Eric Gamble asked who Garney is using for survey in case we have need to obtain additional survey for the realignment. Zach Bloomfield stated that they are using Scott Williams & Associates out of Knoxville and will email contact information to Eric.
11. A brief discussion ensued regarding options for realignment and possible options to allow re-use of the tunnel launch pit which has already been excavated.
12. It was discussed that the next step is for GS&P to develop a new tunnel alignment with input from Garney. The new tunnel alignment will then be submitted to Alex Saar with CSX (with cc to Shannon & Wilson) for review and approval.
13. The meeting was concluded.

This represents our understanding of the items discussed at this meeting. If you have any questions or comments concerning any of the information contained herein, please contact me.

Prepared by: Anthony Crist
Project Manager, GS&P

CA

Copy Participants
Norman Eichmann – City of Kingsport
Chad Austin – City of Kingsport

Attachment 3

Email of CSX Approval of New Alignment

Greer, John

From: Gamble, Eric
Sent: Friday, February 10, 2017 8:41 AM
To: Greer, John
Subject: FW: CSX770437 - Reedy Creek Sanitary Sewer and Tunnel - Proposed Relocation

John,
Here is our plan forward with the railroad.

Eric Gamble, P.E.

GRESHAM, SMITH AND PARTNERS

[P] 865.521.6777

[M] 865.719.2697

From: Roberto Guardia [mailto:RJG@shanwil.com]
Sent: Wednesday, February 08, 2017 1:06 PM
To: Gamble, Eric <eric_gamble@gspnet.com>
Cc: Crist, Anthony <anthony_crist@gspnet.com>; Fetahovic, Daniel <Daniel_Fetahovic@csx.com>
Subject: Re: CSX770437 - Reedy Creek Sanitary Sewer and Tunnel - Proposed Relocation

Hello Eric,
We are in agreement with your understanding.
Thanks,
Roberto

Roberto Guardia Shannon & Wilson, Inc. 904-520-4371

On Feb 7, 2017, at 12:20 PM, Gamble, Eric <eric_gamble@gspnet.com> wrote:

Roberto,

Thank you for speaking with me this afternoon to help us clarify our next steps per your response in the email below. Per our conversation here is our plan going forward:

1. Our contractor may begin work on the new tunnel location as soon as they become available. As I mentioned the tunneling contractor is currently working on another tunnel for this project, however once we know their schedule to remobilize to the railroad tunnel launch site we will let you and Kyle Murphy know.
2. In the mean time we will revise the related construction sheets and submit to you and Daniel for your records.
3. After construction of the tunnel and sanitary sewer under the railroad we will draft and submit as-built drawings to you and Daniel for your records.

Please let me know if I have misunderstood anything from our phone conversation.

Thank you very much for your time and assistance during this process,

Eric Gamble, P.E.

GRESHAM, SMITH AND PARTNERS

[P] 865.521.6777

[M] 865.719.2697

From: Roberto Guardia [<mailto:RJG@shanwil.com>]
Sent: Tuesday, February 07, 2017 12:53 PM
To: Gamble, Eric <eric_gamble@gspnet.com>; Fetahovic, Daniel <Daniel_Fetahovic@csx.com>
Cc: Crist, Anthony <anthony_crist@gspnet.com>
Subject: RE: CSX770437 - Reedy Creek Sanitary Sewer and Tunnel - Proposed Relocation

Hello Eric and Anthony,
CSXT has reviewed the proposed alignment and has informed me that the alignment is acceptable. In addition, no revisions to the agreement will be necessary. The Contractor or Engineer will need to provide as-builts after construction.

Thanks,
Roberto

Roberto J. Guardia Shannon & Wilson, Inc. (904) 520-4371

From: Gamble, Eric [mailto:eric_gamble@gspnet.com]
Sent: Tuesday, February 07, 2017 9:59 AM
To: alex_saar@csx.com
Cc: Roberto Guardia <RJG@shanwil.com>; Crist, Anthony <anthony_crist@gspnet.com>
Subject: CSX770437 - Reedy Creek Sanitary Sewer and Tunnel - Proposed Relocation

Mr. Saar,

Per the voicemail I left you this morning, we have been in contact with Mr. Roberto Guardia of Shannon & Wilson regarding the construction of our permitted tunnel under a CSX rail line. Just before beginning construction of our tunnel a previously unknown to us railroad abutment structure was discovered that has required us to relocate our tunnel.

Attached is a proposed new alignment for the tunnel and sanitary sewer pipeline. This is draft sketch and I am sending it to you to see if this is an alignment that CSX will consider before we begin revising the construction sheets for official submittal to CSX. As you can see on the sketch the tunnel will move from its current location to a place 35 feet from any CSX structure. The tunnel will also still be at the same approximate invert elevation as it is currently shown on this sheet therefore providing the same approximate vertical clearance from any CSX structure\tracks as the original design.

Please call me if you have any questions or wish to discuss further before we submit fully revised construction sheets to CSX for official approval.

Thank you for your time,

Eric Gamble, P.E.
Water Resources, Associate

GRESHAM, SMITH AND PARTNERS
Architecture, Engineering, Interiors, Planning

PLEASE NOTE NEW ADDRESS:
2095 Lakeside Centre Way, Suite 120
Knoxville, TN 37922
[P] 865.521.6777
[M] 865.719.2697
[F] 866.539.7192

www.greshamsmith.com

**Reedy Creek Trunk Sewer Improvements
City of Kingsport
Kingsport, TN
Gamey Project No. 3237**

Date	Description	Quantity	Units	Price Per	Amount
	CSX Tunnel Realignment	1	LS	\$ 56,795.00	\$ 56,795.00
	36-inch HOBAS x RCP Connection	1	LS	\$ 7,373.00	\$ 7,373.00
	Weekly Delay Cost	6	WK	\$ 11,998.00	\$ 71,988.00
	Gravity Sewer Pipe - 48" FRPMP - Unpaved - 10-12 VF	87	LF	\$ 349.00	\$ 30,363.00
	MH 1-3A	1	LS	\$ 23,000.00	\$ 23,000.00
	MH 1-3B	1	LS	\$ 23,000.00	\$ 23,000.00
	MH 1-3C	1	LS	\$ 23,000.00	\$ 23,000.00
	Gravity Sewer Pipe - 36" FRPMP - Unpaved - 10-12 VF	8	LF	\$ 233.00	\$ 1,864.00
	Watertight MH Frame & Cover - Type B	2	EA	\$ 105.00	\$ 210.00
	Gravity Sewer Pipe - 12" PVC - Unpaved - 8-10 VF	-20	LF	\$ 120.00	\$ (2,400.00)
	Manhole - 5' Dia Concrete - Standard - 0-6 VF	-1	EA	\$ 6,300.00	\$ (6,300.00)
	Manhole - 5' Dia Concrete - Extra Depth - > 6 VF	-3	VF	\$ 315.00	\$ (945.00)
	Manhole - Fiberglass Reinforced - 1-3	-1	LS	\$ 23,000.00	\$ (23,000.00)
					\$ -
					\$ -
					\$ -
					\$ -
	Total of Changes				\$ 204,948.00

- 1) Work on original Tunnel No. 1 was halted on 01/16/2017 due to a deep foundation associated with the CSX railroad bridge. Contract time will need to be adjusted to match the total number of calendar days passed from the halt in work until receipt of an approved CSX permit.
- 2) Tee base MH 1-2 and MH 1-3 have already been manufactured and are non-refundable/not eligible for restock.
- 3) Fiberglass Riser for MH 1-3 has already been manufactured and is non-refundable/not eligible for restock, but may be able to be reused at new MH.

Reedy Creek Trunk Sewer Improvements
City of Kingsport
Kingsport, TN



Date: _____

Garney Project No. 3237

Description: CSX Tunnel Realignment

	Craft / Name	Hourly Rate w/FRINGE		Hours		Subtotal Labor	Totals
		Regular	Overtime	Regular	Overtime		
LABOR	Sr Project Manager - Jeff Seal	\$ 112.45	\$ 168.67			\$ -	
	Project Manager - Zack Bloomfield	\$ 79.51	\$ 119.26			\$ -	
	Superintendent - Rob Grant	\$ 85.31	\$ 127.96			\$ -	
	Project Engineer - Ben Ramsbottom	\$ 60.11	\$ 90.16			\$ -	
	Operator - Will Evans	\$ 42.65	\$ 63.97			\$ -	
	Operator James Johnson	\$ 37.81	\$ 56.72			\$ -	
	Operator - Jack Bitzer III	\$ 31.99	\$ 47.98			\$ -	
	Pipelayer - Anthony Lamb	\$ 32.98	\$ 49.46			\$ -	
	Laborer - Ramar Hawkins	\$ 29.11	\$ 43.66			\$ -	
	Laborer - Joshua Bradley	\$ 29.11	\$ 43.66			\$ -	
	0	\$ -	\$ -			\$ -	
	0	\$ -	\$ -			\$ -	
	0	\$ -	\$ -			\$ -	
	0	\$ -	\$ -			\$ -	
						Total Labor	\$ -
EQUIPMENT	Description	Hours	FI-WA Hry Cost	Lease ONLY Cost		Subtotal Equipment	
	Pickup - Gasoline		\$ 27.70			\$ -	
	Pickup - Diesel		\$ 26.08			\$ -	
	Caterpillar 374 Excavator (Lease Cost ONLY)		\$ -	\$ 127.64		\$ -	
	Caterpillar 336 Excavator		\$ 146.86			\$ -	
	John Deere 624K Wheel Loader		\$ 71.06			\$ -	
						\$ -	
	Office Trailer (Including Utilities) per Month		\$ 505.00			\$ -	
						Total Equipment	\$ -
SUBS	Subcontract Description	Quantity	Unit	Rate		Subtotal Subcontract	
	Survey for Realignment and Topo Data	1.00	LS	\$ 1,200.00		\$ 1,200.00	
	New Settlement Monitoring System	1.00	LS	\$ 1,500.00		\$ 1,500.00	
	Mobilization	1.00	LS	\$ 15,000.00		\$ 15,000.00	
	Excavate and Shore New Launch Pit	1.00	EA	\$ 10,000.00		\$ 10,000.00	
						\$ -	
	Silt Fence for New Launch & Exit Pits	250.00	LF	\$ 4.00		\$ 1,000.00	
	New Dewatering Structure	1.00	EA	\$ 250.00		\$ 250.00	
	Construction Entrance	1.00	EA	\$ 2,000.00		\$ 2,000.00	
	New Launch Pit Haul-off	20.00	HR	\$ 80.00		\$ 1,600.00	
	Dump Site Tipping Fee	20.00	EA	\$ 10.00		\$ 200.00	
						\$ -	
						Total Subcontracts	\$ 32,750.00
MATERIAL	Description	Quantity	Unit	Rate	Tax	Subtotal Material	
	Existing MH 1-2 & MH 1-3	2.00	EA	\$ 6,825.00	\$ -	\$ 13,650.00	
	Existing Fiberglass Riser MH 1-3 (Possibly Reuse at New MH)	1.00	EA	\$ 2,986.98	\$ -	\$ 2,986.98	
					\$ -	\$ -	
					\$ -	\$ -	
					\$ -	\$ -	
					\$ -	\$ -	
					\$ -	\$ -	
					\$ -	\$ -	
					\$ -	\$ -	
						Total Materials	\$ 16,637.00
						15% Markup	\$ 7,408.00
						TOTAL	\$ 56,795.00



Garney Project No. 3237

	Craft / Name	Hourly Rate w/FRINGS		Hours		Subtotal Labor	Totals
		Regular	Overtime	Regular	Overtime		
		Sr Project Manager - Jeff Seal	\$ 112.45	\$ 168.67			
Project Manager - Zack Bloomfield	\$ 79.51	\$ 119.26			\$ -		
Superintendent - Rob Grant	\$ 85.31	\$ 127.96	8.0		\$ 682.45		
Project Engineer - Ben Ramsbottom	\$ 60.11	\$ 90.16	4.0		\$ 240.42		
Operator - Will Evans	\$ 42.65	\$ 63.97	8.0		\$ 341.18		
Operator James Johnson	\$ 37.81	\$ 56.72	8.0		\$ 302.49		
Operator - Jack Bitzer III	\$ 31.99	\$ 47.98	8.0		\$ 255.91		
Pipelaye r - Anthony Lamb	\$ 32.98	\$ 49.46	8.0		\$ 263.81		
Laborer - Ramar Hawkins	\$ 29.11	\$ 43.66	8.0		\$ 232.85		
Laborer - Joshua Bradley	\$ 29.11	\$ 43.66	8.0		\$ 232.85		
0	\$ -	\$ -			\$ -		
0	\$ -	\$ -			\$ -		
0	\$ -	\$ -			\$ -		
0	\$ -	\$ -			\$ -		
					Total Labor	\$ 2,552.00	

Total Labor	\$ 2,552.00
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EQUIPMENT	Description	Hours	FHWA Hry Cost			Subtotal Equipment
	Pickup - Gasoline	4.00	\$ 27.70			\$ 110.80
	Pickup - Diesel	8.00	\$ 26.08			\$ 208.64
	Caterpillar 374 Excavator		\$ 278.54			\$ -
	Caterpillar 336 Excavator	8.00	\$ 146.86			\$ 1,174.88
	John Deere 624K Wheel Loader	8.00	\$ 71.06			\$ 568.48
						\$ -
						\$ -
	Office Trailer (Including Utilities)					\$ -
						\$ -
						Total Equipment \$ 2,063.00

Total Equipment	\$ 2,063.00
-----------------	-------------

	Subcontract Description	Quantity	Unit	Rate	Subtotal Subcontract
SUBS					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
				Total Subcontracts	\$ -

Total Subcontracts	\$ -
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MATERIAL	Description	Quantity	Unit	Rate	Tax	Subtotal Material
	36-inch RCP x HOBAS Strongback Femco	1.00	EA	\$ 1,046.00	\$ -	\$ 1,046.00
	Concrete Encasement for Connection	6.00	CY	\$ 125.00	\$ -	\$ 750.00
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					Total Materials	\$ 1,796.00

Total Materials	\$ 1,796.00
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15% Markup	\$	962.00
TOTAL	\$	7,373.00



Garney
CONSTRUCTION

Garney Project No. 3237

Description: Weekly Delay Cost							
LABOR	Craft / Name	Hourly Rate w/FRINGE		Hours		Subtotal Labor	Totals
		Regular	Overtime	Regular	Overtime		
	Sr Project Manager - Jeff Seal	\$ 112.45	\$ 168.67			\$ -	
	Project Manager - Zack Bloomfield	\$ 79.51	\$ 119.26	16.0		\$ 1,272.09	
	Superintendent - Rob Grant	\$ 85.31	\$ 127.96			\$ -	
	Project Engineer - Ben Ramsbottom	\$ 60.11	\$ 90.16	40.0		\$ 2,404.24	
	Operator - Will Evans	\$ 42.65	\$ 63.97			\$ -	
	Operator James Johnson	\$ 37.81	\$ 56.72			\$ -	
	Operator - Jack Bitzer III	\$ 31.99	\$ 47.96			\$ -	
	Pipelayer - Anthony Lamb	\$ 32.98	\$ 49.43			\$ -	
Laborer - Ramar Hawkins	\$ 29.11	\$ 43.66			\$ -		
Laborer - Joshua Bradley	\$ 29.11	\$ 43.66			\$ -		
0	\$ -	\$ -			\$ -		
0	\$ -	\$ -			\$ -		
0	\$ -	\$ -			\$ -		
0	\$ -	\$ -			\$ -		
Total Labor						\$ 3,676.00	

EQUIPMENT	Description	Hours	FHWA Hrfy Cost	Lease ONLY Cost		Subtotal Equipment
	Pickup - Gasoline	40.00	\$ 27.70			\$ 1,108.00
	Pickup - Diesel	16.00	\$ 26.08			\$ 417.28
	Caterpillar 374 Excavator (Lease Cost ONLY)	40.00	\$ -	\$ 127.64		\$ 5,105.60
	Caterpillar 336 Excavator		\$ 146.88			\$ -
	John Deere 624K Wheel Loader		\$ 71.08			\$ -
						\$ -
						\$ -
	Office Trailer (Including Utilities) per Week	1.00	\$ 126.25			\$ 126.25
					\$ -	
					\$ -	
					Total Equipment	\$ 6,757.00

	Subcontract Description	Quantity	Unit	Rate		Subtotal Subcontract
SUBS					\$	-
					\$	-
					\$	-
					\$	-
					\$	-
					\$	-
					\$	-
					\$	-
					\$	-
					\$	-
						Total Subcontracts \$ -

MATERIAL	Description	Quantity	Unit	Rate	Tax	Subtotal Material
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					Total Materials	\$ -

Page 4



Google earth

feet
km





AGENDA ACTION FORM

Amend City Code Section 1-15 to Include SBK Animal Control Officers

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

Action Form No.: AF-48-2017
 Work Session: February 20, 2017
 First Reading: February 21, 2017

Final Adoption: March 7, 2017
 Staff Work By: D/C Phipps
 Presentation By: Chief Quillin

Recommendation:

Approve the Ordinance.

Executive Summary:

The Sullivan County-Bluff City-Kingsport Animal Control Center, Inc. (SBK, Inc.) was created by the governmental entities to operate their animal shelters which are currently located in Blountville and Kingsport. SBK, Inc. was organized and functions as a non-profit corporation since July 2011. One of their many tasks is to enforce local and state laws pertaining to the upkeep, health, care, and security of animals. Historically, Animal Control Officers (ACOs) with SBK, Inc. have contacted the city police department to issue citations to citizens found to be in violation of animal ordinances within the city limits. Unfortunately, circumstances do not always permit a timely response by police officers. If approved, this action will amend Section 1-15 of the City Code to include language which grants the ACOs of SBK, Inc. the authority to issue citations for violations of city ordinances Chapters 14 (Animals) and 62 (Article V, Nuisances) within the city of Kingsport only.

Attachments:

1. Ordinance

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

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES,
CITY OF KINGSPORT, TENNESSEE, SECTION 1-15 RELATING
TO CITATIONS FOR VIOLATIONS AND COURT
APPEARANCES, AND TO FIX THE EFFECTIVE DATE OF THIS
ORDINANCE

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

SECTION I. That Section 1-15(a) of the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended to read as follows:

(a) Police officers are authorized to issue citations and summonses to court for violation of city ordinances. The summons or citation shall be signed by the recipient, and such signing shall be deemed to be a written promise on the part of the defendant to appear in court at the designated time, date and place. The signature shall not be deemed to indicate guilt or innocence of the offense charged. Service of process may also be made by a third party, by mail, or such other method in the same manner as provided for in the Tennessee Rules of Civil Procedure, as amended; provided, however, a summons or citation issued for a violation of article VIII, division 2 of chapter 98 may be served by mail to the address, as given on the motor vehicle registration, of the person named in the summons or citation by first class mail, postage prepaid. Service by mail shall be presumed complete within five calendar days of mailing. When service by first class mail is used pursuant to this section other service on such person shall not be required, if such person has notice of the summons or citation. Nothing herein shall be construed so as to violate the state or federal constitution. Under the same general terms and conditions set out in this subsection animal control officers of the Sullivan County-Bluff City-Kingsport Animal Control Center, Inc. are authorized to issue citations and summonses to city court for violations of sections 14-1 through 14-85 pertaining to animals and section 62-125, et seq. pertaining to nuisance as such relate to animals, including, but not limited to noise, odors and carcasses.

SECTION II. 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 _____



AGENDA ACTION FORM

Consideration of an Ordinance to Condemn

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

Action Form No.: AF-28-2017
 Work Session: February 6, 2017
 First Reading: February 7, 2017

Final Adoption: February 21, 2017
 Staff Work By: R. Trent, H. Clabaugh
 Presentation By: M. Billingsley

Recommendation:

Approve the offer.

Executive Summary:

The Public Works Department has requested easements and right-of-ways for Phases 4 and 5 of the Colonial Heights Sanitary Sewer Extension Project. The attached ordinance authorizes and directs the City Attorney to initiate condemnation proceedings to acquire easements and rights-of-way that cannot be voluntarily acquired on Phases 4 and 5 of the Colonial Heights Sanitary Sewer Extension Project.

Attachments:

1. Ordinance
2. Project Location Map

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



AGENDA ACTION FORM

Consideration of an Ordinance to Condemn

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

Action Form No.: AF-28-2017
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Final Adoption: February 21, 2017
 Staff Work By: R. Trent, H. Clabaugh
 Presentation By: M. Billingsley

Recommendation:
 Approve the offer.

Executive Summary:

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Attachments:

1. Ordinance
2. Project Location Map

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

ORDINANCE NO. _____

AN ORDINANCE TO AUTHORIZE AND DIRECT THE CITY ATTORNEY TO INITIATE CONDEMNATION PROCEEDINGS TO ACQUIRE PROPERTY, REAL OR PERSONAL, OR ANY EASEMENT, INTEREST, ESTATE OR USE THEREIN, FROM AFFECTED PROPERTY OWNERS ALONG THE ROUTE OF CERTAIN PUBLIC WORKS PROJECTS; TO FIX THE PROCEDURE FOR DIRECTING THE INITIATION OF SUCH LITIGATION; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, the construction of the Public Works Projects are deemed a matter of highest priority for the public health, welfare, safety and convenience of the citizens and the public at large; and

WHEREAS, pursuant to the provisions of Tenn. Code Ann. Section 7-35-101 et seq., the City has embarked upon the accomplishment of the herein named Public Works Project in accordance with the terms and provisions of said Act; and

WHEREAS, the City is empowered by ordinance, in accordance with the provisions of Article I, Section 2, Subsection 9 of the Charter, to condemn property, real or personal, or any easement, interest, estate or use therein, either within or without the City, for present or future public use, and in accordance with the terms and provisions of the general law of the State regarding eminent domain; and

WHEREAS, it may become necessary in the accomplishment of the herein named Public Works Projects to initiate litigation to acquire property, real or personal, or any easement, interest, estate or use therein, in connection with the herein named Public Works Project; and

WHEREAS, time is of the essence in the accomplishment of the herein named Public Works Project,

Now therefore,

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

SECTION I. In accordance with the provision of Article I, Section 2, Subsection 9 of the Charter, the City Attorney is hereby authorized and directed to initiate eminent domain proceedings to condemn property, real or personal, or any easement, interest, estate or use therein, for the accomplishment of the following Public Works Project:

Colonial Heights Sanitary Sewer Extension Project– Phase 4
Colonial Heights Sanitary Sewer Extension Project– Phase 5

SECTION II. That since time is of the essence in the expeditious acquisition of property, real or personal, or any easement, interest, estate or use therein, to accomplish the foregoing stated purposes, the City Attorney is further directed to proceed forthwith to institute eminent domain proceedings as authorized by Resolution.

JOHN CLARK
Mayor

ATTEST:

JAMES H. DEMMING
City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY
City Attorney

PASSED ON 1ST READING _____
PASSED ON 2ND READING _____



**PROPOSED SANITARY SEWER FACILITIES
COLONIAL HEIGHTS PHASE IV**

FIGURE 1 - LOCATION MAP



**PROPOSED SANITARY SEWER FACILITIES
COLONIAL HEIGHTS PHASE V**

FIGURE I - LOCATION MAP



AGENDA ACTION FORM

Application and Acceptance of Contract with the Tennessee Department of Transportation for Federal and State Transportation Planning Funds Appropriating the Funds

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

Action Form No.: AF-31-2017
 Work Session: February 6, 2017
 First Reading: February 7, 2017

Final Adoption: February 21, 2017
 Staff Work By: Bill Albright
 Presentation By: Bill Albright

Recommendation:

Approve Resolution and Ordinance.

Executive Summary:

Annually the City of Kingsport, on behalf of the Kingsport Metropolitan Transportation Planning Organization (MTPO), receives an appropriation of "Section 5303 Planning" funds from the Federal Transit Administration via the Tennessee Department of Transportation (TDOT). These funds are authorized through the Kingsport MTPO and are used for planning and development of the City's Multi-Modal Programs and Projects. The program allocation is based on a formula of 80% Federal, 10% State, and 10% Local match. The contract amount is for \$47,246 (Federal and State) and requires a Local match of \$5,250, which is already budgeted in an MPO account. With Federal, State, and Local contributions, the total grant is \$52,496.

Attachments:

1. Resolution
2. Ordinance
3. Contract

Funding source appropriate and funds are available: 

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



AGENDA ACTION FORM

Application and Acceptance of Contract with the Tennessee Department of Transportation for Federal and State Transportation Planning Funds Appropriating the Funds

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

Action Form No.: AF-31-2017
 Work Session: February 6, 2017
 First Reading: February 7, 2017

Final Adoption: February 21, 2017
 Staff Work By: Bill Albright
 Presentation By: Bill Albright

Recommendation:

Approve Resolution and Ordinance.

Executive Summary:

Annually the City of Kingsport, on behalf of the Kingsport Metropolitan Transportation Planning Organization (MTPO), receives an appropriation of "Section 5303 Planning" funds from the Federal Transit Administration via the Tennessee Department of Transportation (TDOT). These funds are authorized through the Kingsport MTPO and are used for planning and development of the City's Multi-Modal Programs and Projects. The program allocation is based on a formula of 80% Federal, 10% State, and 10% Local match. The contract amount is for \$47,246 (Federal and State) and requires a Local match of \$5,250, which is already budgeted in an MPO account. With Federal, State, and Local contributions, the total grant is \$52,496.

Attachments:

1. Resolution
2. Ordinance
3. Contract

Funding source appropriate and funds are available:

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A
GRANT CONTRACT WITH THE TENNESSEE DEPARTMENT OF
TRANSPORTATION TO RECEIVE FEDERAL TRANSIT
ADMINISTRATION SECTION 5303 PLANNING FUNDS FOR USE
BY THE KINGSFORT AREA METROPOLITAN
TRANSPORTATION PLANNING ORGANIZATION

WHEREAS, each year the city receives an appropriation of Federal Transit Administration Section 5303 Planning Funds through the Tennessee Department of Transportation for use by the Kingsport Area Metropolitan Transportation Planning Organization; and

WHEREAS, the city must enter into a grant contract with the Tennessee Department of Transportation to receive the funds; and

WHEREAS, the amount from state and federal funds is \$47,246.00 and requires a local match of \$5,250.00, which has been previously budgeted, for a total amount with combined local, state and federal contributions of \$52,496.006.00.

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 and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, a contract with the Tennessee Department of Transportation to receive Federal Transit Administration Section 5303 Transportation Planning Funds, in the amount from state and federal funds of \$47,246.00, requiring a local match of \$5,250.00, which has been previously budgeted, for a total amount with combined local, state and federal contributions of \$52,496.00, for use by the Kingsport Area Metropolitan Transportation Planning Organization.

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 7th day of February, 2017.

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 MPO PROJECT FUND
BUDGET FOR THE YEAR ENDING JUNE 30, 2017; AND
TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the MPO Project Fund budgets be amended by appropriating \$47,246 from the Department of Transportation Section 5303 Planning Funds and by transferring \$5,681 from the MPO Administration project (MPO016) to the Urban Mass Transit Asst. TN 17 project (UMS817) and close MPO016.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Fund 122: MPO Fund			
MPO Administration (MPO016)			
Revenues:	\$	\$	\$
122-0000-337-5210 FHWA/TN FHWA 80%	247,914	0	247,914
122-0000-337-5225 FHWA/VA FHWA 100%	6,208	0	6,208
122-0000-391-0100 From General Fund	61,978	(5,681)	56,297
Totals:	316,100	(5,681)	310,419
Expenditures:	\$	\$	\$
122-0000-609-1010 Salaries & Wages	151,400	(5,748)	145,652
122-0000-609-1020 Social Security	11,600	0	11,600
122-0000-609-1030 Group Health Ins.	17,300	0	17,300
122-0000-609-1040 Retirement	14,900	0	14,900
122-0000-609-1050 Life Insurance	370	22	392
122-0000-609-1052 Long Term Disability	240	0	240
122-0000-609-1060 Workmen's Comp	550	0	550
122-0000-609-1061 Unemployment	160	0	160
122-0000-609-2010 Advertising & Publication	1,000	0	1,000
122-0000-609-2011 Printing & Binding	500	0	500
122-0000-609-2020 Professional Consultant	83,522	0	83,522
122-0000-609-2021 Accounting & Auditing	1,200	0	1,200
122-0000-609-2034 Telephone	600	0	600
122-0000-609-2040 Travel Exp	8,000	0	8,000
122-0000-609-2041 Registration Fees/Tuition	1,500	0	1,500
122-0000-609-2042 Personal Vehicle Reimburse.	300	45	345
122-0000-609-2043 Dues & Membership	800	0	800
122-0000-609-2044 Literature/Subscriptions	350	0	350
122-0000-609-2054 Machinery/Equip Rental	5,500	0	5,500
122-0000-609-2099 Miscellaneous Exp.	500	0	500
122-0000-609-3010 Office Expense	3,500	0	3,500

122-0000-609-3011 Postage	500	0	500
122-0000-609-3012 Food	658	0	658
122-0000-609-3020 Operating Supplies & Tools	5,550	0	5,550
122-0000-609-3044 Motor Pool Charges	2,500	0	2,500
122-0000-609-5012 Insurance/Liability	100	0	100
122-0000-609-9004 Equipment	3,000	0	3,000
Totals:	316,100	(5,681)	310,419

Fund 122: MPO Fund

Urban Mass Tran Asst TN17 (UMS817)

Revenues:	\$	\$	\$
122-0000-332-7910 FTA/TN Section 5303 10%	7,100	5,250	12,350
122-0000-337-9010 FTA/TN Section 5303 80%	56,804	41,996	98,800
122-0000-391-0100 From General Fund	7,101	5,681	12,782
Totals:	71,005	52,927	123,932

Expenditures:	\$	\$	\$
122-0000-609-1010 Salaries & Wages	28,745	34,867	63,612
122-0000-609-1020 Social Security	2,100	4,100	6,200
122-0000-609-1030 Group Health Ins.	5,200	5,400	10,600
122-0000-609-1040 Retirement	4,800	8,400	13,200
122-0000-609-1050 Life Insurance	60	60	120
122-0000-609-1060 Workmen's Comp	90	90	180
122-0000-609-1061 Unemployment	10	10	20
122-0000-609-2020 Professional Consultant	30,000	0	30,000
Totals:	71,005	52,927	123,932

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:

 GOVERNMENTAL GRANT CONTRACT (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)					
Begin Date October 1, 2015		End Date December 31, 2017		Agency Tracking # 40100-06717	
Grantee Legal Entity Name Kingsport Metropolitan Planning Organization on behalf of City of Kingsport					Edison ID Edison Vendor ID 1562
Subrecipient or Contractor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor			CFDA #20.505 Grantee's fiscal year end June 30		
Service Caption (one line only) FY 16 5303 Metropolitan Transportation Planning					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
17	\$5,250.00	\$41,996.00			\$47,246.00
TOTAL:	\$5,250.00	\$41,996.00			\$47,246.00
Grantee Selection Process Summary <input type="checkbox"/> Competitive Selection Describe the competitive selection process used. <input checked="" type="checkbox"/> Non-competitive Selection There are 11 MPOs in the State and funds are formula based depending on urbanized area population					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				CPO USE - GG	
Speed Chart (optional) TX00240744; TX00240745		Account Code (optional) 71302000			

Edison Vendor Address #17

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF TRANSPORTATION
AND
KINGSPORT METROPOLITAN PLANNING ORGANIZATION
ON BEHALF OF CITY OF KINGSPORT**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee Kingsport Metropolitan Planning Organization on behalf of City of Kingsport, hereinafter referred to as the "Grantee," is for the provision of planning assistance, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 1562

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall abide by the provisions of the Federal Transit Administration (FTA) Section 5303 Program, codified by U.S.C. 5303 to provide funds to Metropolitan Planning Organizations (MPOs) to support the costs of preparing long range transportation plans, financially feasible Transportation Improvement Plans, and conducting intermodal transportation planning and technical studies. Specifically, the funds will assist the Grantee with transportation planning administration, project planning, and transit planning coordination activities. The Grantee shall provide reports supporting activities with the deliverables indicating, but are not limited to, the following:

Transportation Planning Administration

- Conform to federal requirements, including support for a cooperative, continuous, and comprehensive program of activity.
- Provide resources and information to ensure public awareness and involvement in the local transportation planning process.

Project Planning

- Identify and meet the short-range transportation needs of the urban area, through the development of studies, plans and programs that promote the efficient use of existing transportation resources.
- Develop the urban area Transportation Improvement Program (TIP).
- Advise and recommend amendments to the Long Range Transportation Plan, as needed.

Transit Planning

- Assist Metropolitan Organization's and transit agency policy board members in understanding the metropolitan transportation planning process.
- Emphasize the preservation of the existing transportation system.

- Perform various special projects relating to the investigation of demand responsive transit, improvement of transit amenities, and expanded shuttle services.
- Improve the accessibility, connectivity, and mobility of people across and between transportation modes.

A.3. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.

- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. below);
- b. the 5303 program application.

A.4. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment One, is incorporated in this Grant Contract.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on October 1, 2015 ("Effective Date") and extend for a period of twenty-seven (27) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Forty-seven Thousand, Two Hundred Forty-six Dollars and No Cents (\$47,246.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment Two is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Department of Transportation
Division of Multimodal Transportation Resources
505 Deaderick Street
Suite 1800, James K. Polk Bldg.
Nashville, Tennessee 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Department of Transportation, Division of Multimodal Transportation Resources Agency.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to one percent (1%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date and in form and substance acceptable to the State.
- a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.
- i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.

- ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
 - b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - c. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
 - e. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.

C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.

- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
- b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the 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).

D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the 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).

D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.

D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages,

compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

George Mitchell, Transportation Program Supervisor
Multimodal Transportation Resources Division
505 Deaderick Street, Suite 1800 J.K. Polk Bldg.
Nashville, Tennessee 37243
george.mitchell@tn.gov
Telephone Number: (615) 253-1044
FAX Number: (615) 253-1482

The Grantee:

Bill Albright, Transportation Planning Coordinator
Kingsport Metropolitan Planning Organization on behalf of City of Kingsport
201 West Market Street
Kingsport, Tennessee 37660
billalbright@kingsporttn.gov
Telephone Number: (423) 224-2660
FAX Number: (423) 224-2756

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN

AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For

grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at fa.audit@tn.gov. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.

If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment Three.

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, motor vehicles, or contracted services, procurements by the Grantee shall be competitive where practicable. For any procurement for which reimbursement is paid under this Grant Contract, the Grantee shall document the competitive procurement method. In each instance where it is determined that use of a competitive procurement method is not practicable, supporting documentation shall include a written justification for the decision and for the use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.318—200.326 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment or motor vehicles under this Grant Contract.

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.

- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

- D.23. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.

- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not

excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. **Reserved.**
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-407.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded, disqualified, or presently fall under any of the prohibitions of sections a-d.

- E.3. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. § 12-7-101, *et seq.*, shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).
- E.4. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E.5. Federal Funding Accountability and Transparency Act (FFATA).
- This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

- a. Reporting of Total Compensation of the Grantee's Executives.

- (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
- i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
 - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
- i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
- c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
- d. The Grantee will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>.

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the State may terminate this Grant Contract for cause. The State will not be

obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

E.6. FTA Compliance. All applicable terms of FTA Master Agreement, dated October 1, 2016 are incorporated herein by reference.

E.7. T.C.A. Section 13-10-107 Compliance.

- 1) Grantee agrees to proceed expeditiously with and complete the project in accordance with plans approved by the Commissioner of TDOT ("Commissioner");
- 2) Grantee agrees to commence and continue operation of the project on completion of the project and not to discontinue operations or dispose of all or part of the project without Commissioner's prior written approval;
- 3) Grantee agrees to apply for and make reasonable efforts to secure federal assistance for the project, subject to any conditions the Commissioner may require in order to maximize the amounts of such assistance received or to be received for all projects in the State; and
- 4) Grantee agrees to provide Grantee's share of the cost of the project and comply with T.C.A. § 13-10-107(c)(4).

IN WITNESS WHEREOF,

KINGSPORT METROPOLITAN PLANNING ORGANIZATION ON BEHALF OF CITY OF KINGSPORT:

GRANTEE SIGNATURE

DATE

JOHN CLARK, MAYOR

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

J. MICHAEL BILLINGSLEY, CITY ATTORNEY
APPROVED AS TO FORM AND LEGALITY

DATE

JAMES H. DEMMING
DEPUTY CITY RECORDER

DATE

DEPARTMENT OF TRANSPORTATION:

JOHN C. SCHROER, COMMISSIONER

DATE

**JOHN REINBOLD, GENERAL COUNSEL
APPROVED AS TO FORM AND LEGALITY**

DATE

ATTACHMENT ONE**Federal Award Identification Worksheet**

Subrecipient's name (must match registered name in DUNS)	City of Kingsport
Subrecipient's DUNS number	079027579
Federal Award Identification Number (FAIN)	TN-2017-003-00
Federal award date	December 5, 2016
CFDA number and name	20.505, Metropolitan Transportation Planning and State and Non-Metropolitan Planning and Research
Grant contract's begin date	October 1, 2015
Grant contract's end date	December 31, 2017
Amount of federal funds obligated by this grant contract	\$41,996.00
Total amount of federal funds obligated to the subrecipient	\$41,996.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$1,414,823.00
Name of federal awarding agency	Federal Transit Administration
Name and contact information for the federal awarding official	Holly Peterson 230 Peachtree, NW Suite 1400 Atlanta, Georgia 30303
Is the federal award for research and development?	No.
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	No indirect cost rate for State for federal award.

Attachment Two
UNIVERSAL MULTIMODAL TRANSPORTATION RESOURCES BUDGET

	STATE SHARE	FEDERAL SHARE	GRANT CONTRACT	GRANTEE SHARE	TOTAL
SCOPE—CAPITAL					
11.00.S0 Capital Assistance, Non-ADA - TDOT					
11.00.S1 Capital Assistance, ADA - TDOT					
11.1x.xx Revenue Rolling Stock					
11.2x.xx Transitways / Line					
11.3x.xx Station Stops & Terminals					
11.4x.xx Support Equip / Facilities					
11.5x.xx Electrification / Power Dist.					
11.6x.xx Signal & Communication Equip					
11.7x.xx Other Capital Items					
11.8x.xx State / Programs Administration					
11.9x.xx Transit Enhancements					
12.xx.xx Fixed Guideway					
14.xx.xx New Start					
SCOPE—OPERATING					
30.00.00 Operating Assistance - TDOT					
30.xx.xx Operating Assistance					
SCOPE—RURAL TRANSIT ASST PROGRAM					
43.5x.xx Rural Transit Assistance Program					
SCOPE—PLANNING					
44.00.S0 Planning - TDOT					
44.24.00 (A1) - METROPOLITAN PLANNING	\$5,250.00	\$41,996.00	\$47,246.00	\$5,250.00	\$52,496.00
SCOPE—MANAGEMENT TRAINING					
50.xx.xx Management Training					
SCOPE—OVERSIGHT REVIEWS					
51.xx.xx Oversight Review					
SCOPE—RESEARCH PROJECTS					
55.xx.xx Research Projects					
SCOPE—SAFETY & SECURITY					
57.xx.xx Safety and Security					
SCOPE - UNIVERSITY RESEARCH					
70.xx.xx					
SCOPE - Non-Add Scope Codes					
99.xx.xx					
SCOPE - OTHER					
xx.xx.xx - Other					
xx.xx.xx - Other					
GRAND TOTAL	\$5,250.00	\$41,996.00	\$47,246.00	\$5,250.00	\$52,496.00

GRANT BUDGET LINE-ITEM DETAIL INFORMATION

Line Item Detail For: PLANNING	State	Federal	Grant Contract	Grantee	Total Project
44..24.00 (A1) - METROPOLITAN PLANNING	\$5,250.00	\$41,996.00	\$47,246.00	\$5,250.00	\$52,496.00
TOTAL	\$5,250.00	\$41,996.00	\$47,246.00	\$5,250.00	\$52,496.00

ATTACHMENT THREE**Parent Child Information**

The Grantee should complete this form and submit it with the Grant Contract. The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year.

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number:

Is Grantee Legal Entity Name a parent? Yes ☐ No ☐

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is Grantee Legal Entity Name a child? Yes ☐ No ☐

If yes, complete the fields below.

Parent entity's name: _____

Parent entity's tax identification number: _____

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager
3rd Floor, WRS Tennessee Tower
312 Rosa L Parks Avenue
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: _____

Address: _____

Phone number: _____

Email address: _____

Parent entity's Edison Vendor ID number, if applicable: _____



AGENDA ACTION FORM

Revisions to Sewer Use Ordinance to Reflect Changes to Match Tennessee Department of Environment and Conservation Rule Reference Numbers

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

Action Form No.: AF-36-2017
Work Session: February 6, 2017
First Reading: February 7, 2017

Final Adoption: February 21, 2016
Staff Work By: Niki Ensor
Presentation By: Ryan McReynolds

Recommendation:

Approve the Ordinance.

Executive Summary:

The Tennessee Department of Environment and Conservation (TDEC) Division of Water Resources changed the rule reference numbers for the Water Pollution Control Regulations from 1200-4 to 0400-40. The Sewer Use Ordinance needs to be updated to reflect new TDEC regulation reference numbers.

- 102-142 Definitions: existing 1200-4-14-.05(1)(a) and (2); revised 0400-40-14-.05(1)(a) and (2).
- 102-142 Definitions- Local Limits: existing 1200-4-14-.05(1)(a) and (2); revised 0400-40-14-.05(1)(a) and (2).
- 102-142 Definitions- Significant Industrial User- existing (3)(b) 1200-4-14-.12(17); revised 0400-40-14-.12(17).
- 102-142 Definitions- Significant Industrial User- existing (4) 1200-4-14-.08(6)(f); revised 0400-40-14-.08(6)(f)
- 102-226 Restrictions on Wastewater Strength (a): existing 1200-4-14-.05(3); revised 0400-40-14-.05(3).
- 102-359 Sample Collection (d): existing 1200-4-14-.12(2) and (4); revised 0400-40-14-.12(2) and (4).
- 102-359 Sample Collection (d): existing 1200-4-14-.12(5) and (8); revised 0400-40-14-.12(5) and (8).

Attachments:

1. Ordinance

Funding source appropriate and funds are available: 

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



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Attachments:

1. Ordinance

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, SECTION 102-142 PERTAINING TO DEFINITIONS, SECTION 102-226 PERTAINING TO RESTRICTIONS ON WASTEWATER STRENGTH AND SECTION 102-359 PERTAINING TO SAMPLE COLLECTION; PROVIDING FOR THE SEVERABILITY OF THIS ORDINANCE; AND FIXING THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That Section 102-142 of the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended to read as follows:

Sec. 102-142. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Act or the act means the Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 USC 1251 et seq.

Administrator means the administrator of the EPA.

Approval authority means the regional administrator of the EPA or the Tennessee Division of Water Pollution Control Director or his/her representative(s).

Authorized representative of a user means:

(1) If the user is a corporation:

a. The president, chief executive officer, secretary, treasurer or a vice-president of the corporation in charge of a principal business function or any other person who performs similar policy or decision-making functions for the corporation; or

b. The manager of one or more manufacturing, production, or operating facilities, provided the manager is authorized to make management decisions that govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiate and direct other comprehensive measures to assure long-term environmental compliance with environmental laws and regulations; can ensure that the necessary systems are established or actions taken to gather complete and accurate information for individual wastewater discharge permit requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

(2) If the user is a partnership or sole proprietorship, a general partner or proprietor, respectively.

(3) If the user is a federal, state or local governmental facility, a director or highest official, elected or appointed, designated to oversee the operation and performance of the activities of the government facility or their designee.

(4) The individuals described in subsections (1) through (3) of this definition may designate another authorized representative if the authorization is submitted to the director in writing, and the authorization specifies the individual or position responsible for the overall operation of the facility from which the discharge originates or having overall responsibility for environmental matters for the company, and the written authorization is submitted to the Director.

Best Management Practices (BMPs) means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the prohibitions listed in section 106-240 and Tennessee Rule 0400-40-14-.05(1)(a) and (2), as amended from time to time.

BMPs include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage. BMPs also include alternative means (i.e., management plans) of complying with, or in place of certain established categorical Pretreatment Standards and effluent limits.

Biochemical oxygen demand (BOD) means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedures for five days at 20 degrees Celsius, usually specified as a concentration (e.g., milligrams per liter (mg/l)).

Building sewer means the extension from the building drain to the public sewer or other place of disposal.

Categorical Industrial User (CIU) means an Industrial User subject to a categorical Pretreatment Standard or categorical Standard.

Categorical standard or categorical pretreatment standard means any regulation containing pollutant discharge limits promulgated by EPA in accordance with sections 307(b) and (c) of the Act (33 U.S.C. section 1317) that apply to a specific category of Users and that appear in 40 CFR Chapter I, Subchapter N, Parts 405-471.

City means City of Kingsport.

Collector line means a line that receives wastewater from individual residences, businesses or corporations via lateral sewers.

Compliance order means an order signed by the director that identifies a series of events the user must take, along with a prescribed timetable, to achieve compliance with the requirements of this article, any permit requirement or any other valid order.

Control Authority means the director of public works of the city, or authorized representative.

Conventional pollutant, as defined by federal law, includes BOD, TSS, fecal coliform bacteria, oil, grease and pH.

Cooling water means the water discharged from any use such as air conditioning, cooling or refrigeration or to which the only pollutant added is heat.

Daily Maximum means the arithmetic average of all effluent samples for a pollutant (except pH) collected during a calendar day.

Daily Maximum Limit means the maximum allowable discharge limit of a pollutant during a calendar day. Where Daily Maximum Limits are expressed in units of mass, the daily discharge is the total mass discharged over the course of the day. Where Daily Maximum Limits are expressed in terms of a concentration, the daily discharge is the arithmetic average measurement of the pollutant concentration derived from all measurements taken that day.

Direct discharge means the discharge of treated or untreated wastewater directly to the waters of the state.

Director means the director of public works of the city or authorized representative; the control authority as specified by 40 CFR 403.12.

Domestic wastewater means wastewater that is generated by a single-family residence, apartment or residential unit. Specifically excluded from this definition is any categorical or significant industrial facility.

Environmental protection agency or EPA means the U.S. Environmental Protection Agency or, where appropriate, the regional water management division director or other duly authorized official of the agency.

Existing source means any source of discharge that is not a new source. A source that the construction or operation of which commenced prior to publication by EPA of proposed categorical

pretreatment standards, which will be applicable to such source if the standard is thereafter promulgated in accordance with section 307 of the act.

Garbage means solid wastes from domestic and commercial preparation, cooking and dispensing of food and from the handling, storage and sale of produce.

Grab sample means a sample which is taken from a waste stream with no regard to the flow in the waste stream and over a period of time not to exceed 15 minutes.

Holding tank waste means any waste from holding tanks, such as but not limited to vessels, chemical toilets, trailers, septic tanks and vacuum pump tank trucks.

Indirect discharge means the introduction of pollutants into the POTW from any nondomestic source, including holding tank waste, regulated under section 307(b), (c) or (d) of the act.

Industrial user means a nondomestic source of wastewater entering the POTW.

Instantaneous Limit means the maximum concentration of a pollutant allowed to be discharged at any time, determined from the analysis of any discrete or composited sample collected, independent of the industrial flow rate and the duration of the sampling event.

Interference means a discharge, which alone or in conjunction with a discharge from other sources, inhibits or disrupts the POTW, its treatment processes or operations or its sludge processes, use or disposal; or exceeds the design capacity of the treatment works or the collection system; or is a cause of a violation of the city's NPDES permit; or prevents sewage sludge use or disposal in compliance with any of the following statutory or regulatory provisions or permits issued thereunder or any more stringent state or local regulations: section 405 of the act; the Solid Waste Disposal Act, including title II, commonly referred to as the Resource Conservation and Recovery Act (RCRA); any state regulations contained in any state sludge management plan prepared pursuant to subtitle D of the Solid Waste Disposal Act; the Clean Air Act; the Toxic Substances Control Act; and the Marine Protection, Research and Sanctuaries Act.

Lateral sewer means the pipe running from the property line where it is connected to the building sewer from the individual residence or business, to the POTW collector line.

Local Limit means specific discharge limits, including Best Management Practices, developed and enforced by the Director upon industrial or commercial facilities to implement the general and specific discharge prohibitions listed in Tennessee Rule 0400-40-14-.05(1)(a) and (2), as amended from time to time.

Mass-based standards or limits means the actual mass of pollutants in a wastewater stream per unit of time or production.

Medical waste means isolation waste, infectious agents, human blood and blood products, pathological waste, sharps, body parts, contaminated bedding, surgical waste, potentially contaminated laboratory waste and dialysis waste.

National prohibitive discharge standard or prohibitive discharge standard means any regulation developed under authority of section 307(b) of the act and 40 CFR 403.5.

New source means:

(1) Any building, structure, facility or installation from which there is or may be a discharge of pollutants, the construction of which commenced after the publication of proposed pretreatment standards under section 307(c) of the act which will be applicable to such source if such standards are thereafter promulgated in accordance with that section, provided that:

a. The building, structure, facility or installation is constructed at a site at which no other source is located;

b. The building, structure, facility or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or

c. The production or wastewater generating processes of the building, structure, facility or installation are substantially independent of an existing source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant and the extent to which the new facility is engaged in the same general type of activity as the existing source should be considered.

(2) Construction on a site at which an existing source is located results in a modification rather than a new source if the construction does not create a new building, structure, facility or installation meeting the criteria of subsections (1)b or (1)c of this definition but otherwise alters, replaces or adds to existing process or production equipment.

(3) Construction of a new source, as defined, has commenced if the owner or operator, has:

a. Begun or caused to begin, as part of a continuous on-site construction program, any placement, assembly or installation of facilities or equipment; or significant site preparation work including clearing, excavation or removal of existing buildings, structures or facilities which is necessary for the placement, assembly or installation of new source facilities or equipment; or

b. Entered into a binding contractual obligation for the purchase of facilities or equipment which are intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering and design studies do not constitute a contractual obligation under this subsection.

Noncontact cooling water means water used for cooling which does not come into direct contact with any raw material, intermediate products, waste products or finished products.

Nonconventional pollutant means all pollutants which are not included in the list of conventional or toxic pollutants in 40 CFR 401.

Nondomestic source means any source of discharge of wastewater from any facility other than a residential unit meeting the requirements of a domestic wastewater producer.

Notice of violation (NOV) means a written notice signed by the director that notifies a user that a violation of any permit requirement, any section of this article or any other valid order has occurred and describes the facts of the violation.

NPDES (National Pollutant Discharge Elimination System) means the national program for issuing, modifying, revoking and reissuing, terminating, monitoring and enforcing permits, and imposing and enforcing pretreatment requirements under sections 307, 402, 318 and 405 of the Clean Water Act (CWA).

Pass through means a discharge that exits the POTW into the waters of the state in quantities or concentrations which, alone or in conjunction with a discharge from other sources, is a cause of violation of any requirement of the POTW's NPDES permit, including an increase in the magnitude or duration of a violation.

Person means any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity or any other legal entity or their legal representatives, agents or assigns. This shall include all federal, state and local governmental entities.

pH means a measure of the acidity or alkalinity of a solution. The logarithm (base 10) of the reciprocal of the concentration of the hydrogen ions measured in grams per liter of solution and expressed in standard units (SU).

Pollutant means dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munitions, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, industrial, municipal and agricultural waste discharged into water, or wastewater having been changed in pH, temperature, TSS, turbidity, color, BOD, COD, toxicity or odor.

Pollution means the manmade or man-induced alteration of the chemical, physical, biological and radiological integrity of water.

Pretreatment means the reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater prior to introducing such pollutants into the POTW. The reduction or alteration can be obtained by physical, chemical or biological processes; by process changes; or by other means except by diluting the concentration of pollutants unless allowed by an applicable pretreatment standard.

Pretreatment requirement means any substantive or procedural requirement related to pretreatment imposed on a user, other than a national pretreatment standard imposed on an industrial user.

Pretreatment standards means prohibited discharge standards, categorical pretreatment standards and local limits.

Private waste disposal system means a septic tank, cesspool or other facility intended for the disposal of wastewater.

Prohibited discharge standards or prohibited discharges means absolute prohibitions against the discharge of certain substances as set out in section 106-240.

Public sewer means a sewer controlled or maintained by the city.

Publicly owned treatment works (POTW) means a treatment works as defined by 33 USC 1292 and owned by the city. This definition includes any devices or systems used in the collection, storage, treatment, recycling and reclamation of domestic or industrial waste of a liquid nature and any pipes which convey wastewater to a treatment plant.

Residential unit means a structure used primarily as housing and generating wastewater that includes but is not limited to human waste, kitchen waste, domestic washwater and bathwater. If there is located within or upon the same property as a residential unit any process, commercial activity or any other activity that generates wastewater not included in this definition, such wastewater shall not be classified as domestic wastewater.

Septic Tank Wastes means any sewage from holding tanks such as vessels, chemical toilets, campers, trailers, and septic tanks. Septic Tank Waste does not include grease interceptor or grease trap waste.

Significant industrial user (SIU), except as provided in paragraphs (3) and (4) of this definition, means any industrial user who:

(1) Is subject to categorical pretreatment standards under 40 CFR 403.6 and 40 CFR chapter I, subchapter N; or

(2) A user that:

a. Discharges 25,000 gallons or more per average workday of process wastewater to the POTW, excluding sanitary, noncontact cooling and boiler blowdown wastewater;

b. Contributes a process waste stream which makes up five percent or more of the average dry weather hydraulic or organic capacity of the POTW treatment plant; or

c. Is designated by the director as having the reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement in accordance with 40 CFR 403.8(f)(6).

(3) The city may determine that an Industrial User subject to categorical Pretreatment Standards is a Non-Significant Categorical Industrial User (NSCIU) rather than a Significant Industrial User on a finding that the Industrial User never discharges more than 100 gallons per day (gpd) of total categorical wastewater (excluding sanitary, non-contact cooling and boiler blowdown wastewater, unless specially included in the Pretreatment Standard) and the following conditions are met:

a. The Industrial User, prior to director's finding, has consistently complied with all applicable categorical Pretreatment Standards and Requirements;

b. The Industrial User annually submits the certification statement required in Section 106-333(b) and Tennessee Rule 0400-40-14-.12(17), as amended from time to time, together with any additional information necessary to support the certification statement; and

c. The Industrial User never discharges any untreated concentrated wastewater.

(4) Upon a finding that a user meeting the criteria in subsection (2) above has no reasonable potential for adversely affecting the POTW's operation or for violating any Pretreatment Standard or Requirement, the city may at any time, on its own initiative or in response to a petition received from an Industrial User, and in accordance with procedures in Tennessee Rule 0400-10-14-.08(6)(f), determine that such User should not be considered a Significant Industrial User.

Significant noncompliance shall be applicable to all Significant Industrial Users (or any other Industrial User that violates paragraphs (c), (d), or (h) in this definition and shall mean:

(a) Chronic violations of wastewater discharge limits, defined here as those in which sixty-six percent (66%) or more of all the measurements taken for the same pollutant parameter taken during a six (6) month period exceed by any magnitude a numeric Pretreatment Standard or Requirement, including Instantaneous Limits.

(b) Technical Review Criteria (TRC) violations, defined here as those in which thirty-three percent (33%) or more of wastewater measurements taken for each pollutant parameter during a six (6) month period equals or exceeds the product of the numeric Pretreatment Standard or Requirement including Instantaneous Limits, as defined by Section 106-151 multiplied by the applicable criteria (1.4 for BOD, TSS, fats, oils and grease, and 1.2 for all other pollutants except pH);

(c) Any violation of a Pretreatment Standards or Pretreatment Requirements as defined in Section 106-151 that the director determines has caused, alone or in combination with other discharges, Interference or Pass Through, including endangering the health of POTW personnel or the general public;

(d) Any discharge of a pollutant that has caused imminent endangerment to human health, welfare or to the environment or has resulted in the POTW's exercise of its emergency authority under 40 CFR 403.8(f)(1)(vi)(B) to halt or prevent such a discharge.

(e) Failure to meet, within 90 days after the schedule date, a compliance schedule milestone contained in a local control mechanism or enforcement order for starting construction, completing construction or attaining final compliance.

(f) Failure to provide, within 30 days after the due date, required reports such as baseline monitoring reports, 90-day compliance reports, periodic self-monitoring reports and reports on compliance with compliance schedules.

(g) Failure to accurately report noncompliance.

(8) Any other violation or group of violations, which may include a violation of Best Management Practices, the director determines will adversely affect the operation or implementation of the local pretreatment program (40 CFR 403.8(f)(2)(vii)).

Sludge means solid, semisolid or liquid residue generated during treatment of domestic or industrial sewage in a treatment works.

Slug Load or Slug Discharge means any discharge at a flow rate or concentration, which could cause a violation of the prohibited discharge standards in Section 106-240. A Slug Discharge is any Discharge of a non-routine, episodic nature, including but not limited to an accidental spill or a non-customary batch Discharge, which has a reasonable potential to cause Interference or Pass Through, or in any other way violate the POTW's regulations, Local Limits or Permit conditions.

Standard industrial classification (SIC) means a classification pursuant to the Standard Industrial Classification Manual issued by the United States Office of Management and Budget.

Storm sewer or storm drain means a pipe or conduit which carries stormwater and surface water and drainage, excluding domestic and industrial waste or wastewater.

Stormwater means any flow of water resulting from any form of precipitation.

Suspended solids or total suspended solids (TSS) means the total suspended matter that floats on the surface of or is suspended in water, wastewater or other liquid and which is removable by laboratory filtering by approved procedures according to 40 CFR 136.

Toxic material means any substance, or compound containing such substance, as set out in 40 CFR 401.15.

Treatment plant means that portion of a POTW designed to treat wastewater.

User means any person who contributes, causes or allows the contribution of wastewater into the POTW.

Wastewater means industrial or domestic liquid waste from dwellings, commercial buildings, industrial or manufacturing facilities and institutions, together with any groundwater, surface water or stormwater that may be present, whether treated or untreated, which is contributed to or allowed to enter the POTW.

Wastewater discharge permit means a control document issued by the director authorizing conditional discharge of pollutants into the POTW as specified in division 6 of this article.

Waters of the state means any and all waters, public or private, on or beneath the surface of the ground, which are contained within, flow through or border upon this state or any portion thereof except those bodies of water confined to and retained within the limits of private property in a single ownership which do not combine or effect a junction with natural surface or underground waters.

SECTION II. That Section 102-226 of the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended to read as follows:

Sec. 102-226. Restrictions on wastewater strength.

(a) No user shall discharge wastewater which exceeds the standards established in Table A, User Discharge Restrictions, as set out in subsection (c), unless an exception is permitted in this article. Dilution of any wastewater discharge for the purpose of satisfying these requirements shall be considered a violation of this article. The director is authorized and has established Local Limits pursuant to Tennessee Rule 0400.40-14-.05(3). The director may develop Best Management Practices (BMPs), in individual wastewater discharge permits, to implement Local Limits and the requirements of Section 106-240.

(b) The director shall monitor the treatment works influent for each parameter in Table A, User Discharge Restrictions, as set out in subsection (c). Nondomestic users shall be subject to reporting and monitoring requirements regarding these parameters as set forth in Table A, User Discharge Restrictions, as set out in subsection (c). If the influent at the POTW reaches or exceeds the established allowable loadings for these parameters, the director shall initiate technical studies to determine the cause of the influent violation and shall recommend to the board of mayor and aldermen the necessary remedial measures, including but not limited to establishment of new or revised pretreatment levels for these parameters. The director shall also recommend changes to any of these criteria if the POTW effluent standards are changed, if there are changes in any applicable law or regulation affecting such or if changes are needed for more effective operation of the POTW.

(c) The pollutant limits in the Table A, User Discharge Restrictions, as set out below, are established to protect against pass through and interference. Unless specifically authorized by the terms of a wastewater discharge permit or special agreement as authorized by section 106-155, no user shall

discharge wastewater containing in excess of the following daily maximum or monthly average allowable discharge limits:

TABLE A
USER DISCHARGE RESTRICTIONS

Pollutant	Daily Maximum Limit (mg/l)*	Monthly Average Limit (mg/l)*
Ammonia nitrogen (NH ₃ -N)	66.87	25.24
Benzene	0.048	0.032
Carbon tetrachloride	0.468	0.312
Chloroform	1.610	1.074
Trans-1, 2-Dichloroethylene	0.035	0.023
Ethylbenzene	0.122	0.081
Methylene chloride	0.881	0.587
Naphthalene	0.026	0.017
Tetrachloroethylene	0.153	0.102
Toluene	0.248	0.165
1, 1, 1 Trichloroethane	0.410	0.165
Trichloroethylene	0.289	0.193
Total phthalates**	1.301	0.867
Arsenic (total)	1.13	0.75
Cadmium (total)	0.12	0.08
Chromium (total)	3.68	2.43
Copper (total)	1.62	1.07
Cyanide (total)	0.52	0.35
Lead (total)	1.06	0.71
Mercury (total)	0.0126	0.0084
Molybdenum (total)	7.9	5.3
Nickel (total)	1.97	1.30
Phenols (total)	0.70	0.46
Selenium (total)	3.46	2.31
Silver (total)	0.23	0.23
Zinc (total)	1.79	1.18
Xylene	0.180	0.120
Hydrogen Sulfide	0.5	NA

* Based on 24-hour flow proportional composite samples, if appropriate for parameter.

** Total phthalates is defined as the sum of benzylbutyl phthalate, bis (2 ethylhexyl) phthalate, Di-n-butyl phthalate, and diethylphthalate.

(d) The limits in Table A apply at the point where the wastewater is discharged to the POTW. All concentrations of metallic substances are for total metal unless indicated otherwise.

(e) The city reserves the right to establish, by ordinance or in wastewater discharge permits, more stringent standards or requirements on discharges to the POTW.

SECTION III. That Section 102-359 of the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended to read as follows:

Sec. 102-359. Sample collection.

(a) Except as indicated in subsection (b) of this section, the user shall collect wastewater samples using 24-hour flow proportional composite collection techniques. If flow proportional sampling is infeasible, the director may authorize the use of time proportional sampling or a grab sample where the user demonstrates that this will provide a representative sample of the effluent being discharged. Where time proportional composite sampling or grab sampling is authorized by the city, the samples must be representative of the discharge, and use protocols (including appropriate preservation) specified in 40 CFR 136 and appropriate EPA guidance. The city may require, based on permit

violations or identification of a particular pollutant problem at the POTW, that an industrial user collect more than one grab sample in a 24-hour period.

(b) If multiple grab samples are required for a user, upon approval from the director, the multiple grab samples collected during a 24-hour period may be composited prior to the analysis as follows:

(1) For cyanide, total phenols, and sulfides the samples may be composited in the laboratory or in the field;

(2) For volatile organics and oil and grease, the samples may be composited in the laboratory. Composite samples for other parameters unaffected by the compositing procedures as documented in approved EPA methodologies may be authorized by the city, as appropriate. In addition, a grab sample may be required to show compliance with instantaneous discharge limits.

(c) A grab sample for oil and grease, temperature, pH, cyanide, phenols, sulfides and volatile organic compounds shall be obtained using grab collection techniques. All pH grab sample results will be reported as individual sample results. If the industrial user is required to monitor pH continuously, then the industrial user will report any instance and duration for each pH limit violation.

(d) For sampling required in support of baseline monitoring and 90-day compliance reports required in sections 102-348 and 102-350 and Tenn. Comp. R. and Regs. § 0400-40-14-. 12(2) and (4), as amended from time to time, a minimum of four grab samples must be used for pH, cyanide, total phenols, oil and grease, sulfide and volatile organic compounds for facilities for which historical sampling data do not exist; for facilities for which historical sampling data are available, the director may authorize a lower minimum. For the reports required by section 102-35 1 and Tenn. Comp. R. and Regs. § 0400-40-14-.12(5) and (8), as amended from time to time, the industrial user is required to collect the number of grab samples necessary to assess and ensure compliance with applicable pretreatment standards and requirements.

(e) For all other pollutants, 24-hour composite samples must be obtained through flow proportional composite sampling techniques where feasible.

SECTION IV. It is hereby declared that the sections, clauses, sentences and parts of this ordinance are severable, are not matters of mutual essential inducement, and any of them shall be excised if the ordinance would otherwise be unconstitutional or ineffective. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

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

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 _____

3. Where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.
- (2) If the user is a partnership or sole proprietorship, a general partner or proprietor, respectively.
- (3) If the user is a federal, state or local governmental facility, a director or highest official, elected or appointed, designated to oversee the operation and performance of the activities of the government facility or their designee.
- (4) The individuals described in subsections (1) through (3) of this definition may designate another authorized representative if the authorization is submitted to the director in writing, and the authorization specifies the individual or position responsible for the overall operation of the facility from which the discharge originates or having overall responsibility for environmental matters for the company, and the written authorization is submitted to the director.

Best management practices (BMPs) means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the prohibitions listed in section 102-225 and Tenn. Comp. R. and Regs. § 1200-4-14-.05(1)(a) and (2), as amended from time to time. The term "BMPs" includes treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage. The term "BMPs" also includes alternative means (i.e., management plans) of complying with, or in place of certain established categorical pretreatment standards and effluent limits.

Biochemical oxygen demand (BOD) means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedures for five days at 20 degrees Celsius, usually specified as a concentration (e.g., milligrams per liter (mg/l)).

Building sewer means the extension from the building drain to the public sewer or other place of disposal.

Categorical industrial user (CIU) means an industrial user subject to a categorical pretreatment standard or categorical standard.

Categorical standard or *categorical pretreatment standard* means any regulation containing pollutant discharge limits promulgated by EPA in accordance with section 307(b) and (c) of the Act (33 USC 1317) that apply to a specific category of users and that appear in 40 CFR chapter I, subchapter N, parts 405—471.

Collector line means a line that receives wastewater from individual residences, businesses or corporations via lateral sewers.

Compliance order means an order signed by the director that identifies a series of events the user must take, along with a prescribed timetable, to achieve compliance with the requirements of this article, any permit requirement or any other valid order.

Control authority means the director of public works of the city or authorized representative.

Conventional pollutant, as defined by federal law, includes BOD, TSS, fecal coliform bacteria, oil, grease and pH.

Cooling water means the water discharged from any use such as air conditioning, cooling or refrigeration or to which the only pollutant added is heat.

Daily maximum means the arithmetic average of all effluent samples for a pollutant (except pH) collected during a calendar day.

Daily maximum limit means the maximum allowable discharge limit of a pollutant during a calendar day. Where daily maximum limits are expressed in:

- (1) Units of mass, the daily discharge is the total mass discharged over the course of the day;
- (2) Terms of a concentration, the daily discharge is the arithmetic average measurement of the pollutant concentration derived from all measurements taken that day.

Local limit means specific discharge limits, including best management practices, developed and enforced by the director upon industrial or commercial facilities to implement the general and specific discharge prohibitions listed in Tenn. Comp. R. and Regs. § 1200-4-14-.05(1)(a) and (2), as amended from time to time.

Mass-based standards or limits means the actual mass of pollutants in a wastewater stream per unit of time or production.

Medical waste means isolation waste, infectious agents, human blood and blood products, pathological waste, sharps, body parts, contaminated bedding, surgical waste, potentially contaminated laboratory waste and dialysis waste.

National Pollutant Discharge Elimination System (NPDES) means the national program for issuing, modifying, revoking and reissuing, terminating, monitoring and enforcing permits, and imposing and enforcing pretreatment requirements under sections 307, 402, 318 and 405 of the Clean Water Act, 33 USC 1251 et seq.

National prohibitive discharge standard or prohibitive discharge standard means any regulation developed under authority of section 307(b) of the act and 40 CFR 403.5.

New source means:

- (1) Any building, structure, facility or installation from which there is or may be a discharge of pollutants, the construction of which commenced after the publication of proposed pretreatment standards under section 307(c) of the act which will be applicable to such source if such standards are thereafter promulgated in accordance with that section, provided that:
 - a. The building, structure, facility or installation is constructed at a site at which no other source is located;
 - b. The building, structure, facility or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or
 - c. The production or wastewater generating processes of the building, structure, facility or installation are substantially independent of an existing source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant and the extent to which the new facility is engaged in the same general type of activity as the existing source should be considered.
- (2) Construction on a site at which an existing source is located results in a modification rather than a new source if the construction does not create a new building, structure, facility or installation meeting the criteria of subsection (1)b or c of this definition but otherwise alters, replaces or adds to existing process or production equipment.
- (3) Construction of a new source, as defined, has commenced if the owner or operator, has:
 - a. Begun or caused to begin, as part of a continuous on-site construction program, any placement, assembly or installation of facilities or equipment; or significant site preparation work including clearing, excavation or removal of existing buildings, structures or facilities which is necessary for the placement, assembly or installation of new source facilities or equipment; or
 - b. Entered into a binding contractual obligation for the purchase of facilities or equipment which are intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering and design studies do not constitute a contractual obligation under this subsection.

Noncontact cooling water means water used for cooling which does not come into direct contact with any raw material, intermediate products, waste products or finished products.

Nonconventional pollutant means all pollutants which are not included in the list of conventional or toxic pollutants in 40 CFR 401.

- (2) The term "septic tank waste" does not include grease interceptor or grease trap waste.

Significant industrial user (SIU), except as provided in subsections (3) and (4) of this definition, means any industrial user who:

- (1) Is subject to categorical pretreatment standards under 40 CFR 403.6 and 40 CFR chapter I, subchapter N; or
- (2) A user that:
 - a. Discharges 25,000 gallons or more per average workday of process wastewater to the POTW, excluding sanitary, noncontact cooling and boiler lowdown wastewater;
 - b. Contributes a process wastestream which makes up five percent or more of the average dry weather hydraulic or organic capacity of the POTW treatment plant; or
 - c. Is designated by the director as having the reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement in accordance with 40 CFR 403.8(f)(6).
- (3) The city may determine that an industrial user subject to categorical pretreatment standards is a nonsignificant categorical industrial user (NSCIU) rather than a significant industrial user on a finding that the industrial user never discharges more than 100 gallons per day (gpd) of total categorical wastewater (excluding sanitary, noncontact cooling and boiler lowdown wastewater, unless specially included in the pretreatment standard) and the following conditions are met:
 - a. The industrial user, prior to director's finding, has consistently complied with all applicable categorical pretreatment standards and requirements;
 - b. The industrial user annually submits the certification statement required in section 106-333(b) and Tenn. Comp. R. and Regs. § 1200-4-14-.12(17), as amended from time to time, together with any additional information necessary to support the certification statement; and
 - c. The industrial user never discharges any untreated concentrated wastewater.
- (4) Upon a finding that a user meeting the criteria in subsection (2) of this definition has no reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement, the city may at any time, on its own initiative or in response to a petition received from an industrial user, and in accordance with procedures in Tenn. Comp. R. and Regs. § 1200-4-14-.08(6)(f), determine that such user should not be considered a significant industrial user.

Significant noncompliance means the following and shall be applicable to all significant industrial users (or any other industrial user that violates subsection (3), (4) or (8) of this definition):

- (1) Chronic violations of wastewater discharge limits, defined here as those in which 66 percent or more of all the measurements taken for the same pollutant parameter taken during a six-month period exceed by any magnitude a numeric pretreatment standard or requirement, including instantaneous limits;
- (2) Technical review criteria (TRC) violations, defined here as those in which 33 percent or more of wastewater measurements taken for each pollutant parameter during a six-month period equals or exceeds the product of the numeric pretreatment standard or requirement including instantaneous limits, as defined in this section, multiplied by the applicable criteria (1.4 for BOD, TSS, fats, oils and grease, and 1.2 for all other pollutants except pH);
- (3) Any violation of a pretreatment standards or pretreatment requirements, as defined in this section, that the director determines has caused, alone or in combination with other discharges, interference or pass through, including endangering the health of POTW personnel or the general public;
- (4) Any discharge of a pollutant that has caused imminent endangerment to human health, welfare or to the environment or has resulted in the POTW's exercise of its emergency authority under 40 CFR 403.8(f)(1)(vi)(B) to halt or prevent such a discharge.

(20) Increased use of process water in an attempt to dilute a discharge as a partial or complete substitute for adequate treatment to achieve compliance with the limitations contained in the federal categorical pretreatment standards or in any other pollutant-specific limitation developed by the city or state.

- (c) *Not to be discharged.* Pollutants, substances or wastewater prohibited by this section shall not be processed or stored in such a manner that they could be discharged to the POTW.

(Code 1981, § 26-76, Code 1998, § 106-240, Ord. No. 5949, § V, 4-6-2010)

Sec. 102-226. - Restrictions on wastewater strength.

- (a) No user shall discharge wastewater which exceeds the standards established in table A, user discharge restrictions, as set forth in subsection (c) of this section, unless an exception is permitted in this article. Dilution of any wastewater discharge for the purpose of satisfying these requirements shall be considered a violation of this article. The director is authorized and has established local limits pursuant to Tenn. Comp. R. and Regs. § 1200-4-14-.05(3). The director may develop best management practices (BMPs), in individual wastewater discharge permits, to implement local limits and the requirements of section 102-225
- (b) The director shall monitor the treatment works influent for each parameter in table A, user discharge restrictions, as set forth in subsection (c) of this section. nongovernmental users shall be subject to reporting and monitoring requirements regarding these parameters as set forth in table A, user discharge restrictions, as set forth in subsection (c) of this section. If the influent at the POTW reaches or exceeds the established allowable loadings for these parameters, the director shall initiate technical studies to determine the cause of the influent violation and shall recommend to the board of mayor and aldermen the necessary remedial measures, including but not limited to establishment of new or revised pretreatment levels for these parameters. The director shall also recommend changes to any of these criteria if the POTW effluent standards are changed, if there are changes in any applicable law or regulation affecting such or if changes are needed for more effective operation of the POTW.
- (c) The pollutant limits in table A, user discharge restrictions, as set forth in this subsection, are established to protect against pass through and interference. Unless specifically authorized by the terms of a wastewater discharge permit or special agreement as authorized by section 102-146, no user shall discharge wastewater containing in excess of the following daily maximum or monthly average allowable discharge limits:

Table A. User Discharge Restrictions

Pollutant	Daily	Monthly
	Maximum Limit (mg/l)*	Average Limit (mg/l)*
Ammonia nitrogen (NH3-N)	66.87	25.24
Benzene	0.048	0.032
Carbon tetrachloride	0.468	0.312
Chloroform	1.610	1.074

(1) For cyanide, total phenols, and sulfides the samples may be composited in the laboratory or in the field;

(2) For volatile organics and oil and grease, the samples may be composited in the laboratory.

Composite samples for other parameters unaffected by the compositing procedures as documented in approved EPA methodologies may be authorized by the city, as appropriate. In addition, a grab sample may be required to show compliance with instantaneous discharge limits.

(c) A grab sample for oil and grease, temperature, pH, cyanide, phenols, sulfides and volatile organic compounds shall be obtained using grab collection techniques. All pH grab sample results will be reported as individual sample results. If the industrial user is required to monitor pH continuously, then the industrial user will report any instance and duration for each pH limit violation.

(d) For sampling required in support of baseline monitoring and 90-day compliance reports required in sections 102-348 and 102-350 and Tenn. Comp. R. and Regs. § 1200-4-14-.12(2) and (4), as amended from time to time, a minimum of four grab samples must be used for pH, cyanide, total phenols, oil and grease, sulfide and volatile organic compounds for facilities for which historical sampling data do not exist; for facilities for which historical sampling data are available, the director may authorize a lower minimum. For the reports required by section 102-351 and Tenn. Comp. R. and Regs. § 1200-4-14-.12(5) and (8), as amended from time to time, the industrial user is required to collect the number of grab samples necessary to assess and ensure compliance with applicable pretreatment standards and requirements.

(e) For all other pollutants, 24-hour composite samples must be obtained through flow proportional composite sampling techniques where feasible.

(Code 1981, § 26-117; Code 1998, § 106-387; Ord. No. 4289, § 1, 10-15-1996; Ord. No. 5949, § XIV, 4-6-2010)

Sec. 102-360. - Recordkeeping.

Users subject to the reporting requirements of this article shall retain and make available for inspection and copying all records of information obtained pursuant to any monitoring activities required by this article, calibration of monitoring equipment records and any additional records of information obtained pursuant to monitoring activities undertaken by the user independent of such requirements, and documentation associated with best management practices established under section 102-226. Records shall include the date, exact place, method and time of sampling and the name of the person taking the samples; the dates analyses were performed; who performed the analyses; the analytical techniques or methods used; and the results of such analyses. These records shall be retained for a period of at least three years. This period shall be automatically extended for the duration of any litigation concerning the user or where the user has been specifically notified of a longer retention period by the director.

(Code 1981, § 26-118; Code 1998, § 106-388; Ord. No. 5949, § XV, 4-6-2010)

Secs. 102-361—102-378. - Reserved.

DIVISION 8. - COMPLIANCE MONITORING

Sec. 102-379. - Right of entry and inspection.

(a) The director shall have the right to enter the premises of any user to determine whether the user is complying with all requirements of this article and any wastewater discharge permit or order issued under this article. Users shall allow the director ready access to all parts of the premises for the purposes of inspection, sampling, records examination and copying and the performance of any additional duties required by this article.



AGENDA ACTION FORM

Agreement with TDOT for the State Route 93 – Fall Branch Waterline Relocation and Appropriate Funding

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

Action Form No.: AF-37-2017
 Work Session: February 6, 2017
 First Reading: February 7, 2017

Final Adoption: February 21, 2017
 Staff Work By: C. Alley
 Presentation By: R. McReynolds/C. Austin

Recommendation:

Approve the ~~Resolution~~ and Ordinance.

Executive Summary:

The Tennessee Department of Transportation (TDOT) is planning to realign three different areas of State Route 93 from Interstate 81 (Exit 50) to the city limits of Kingsport. The three areas being realigned are: in Fall Branch from Joe McCrary Rd to just past Fire Hall Rd, along the "bluff" from Morgan Ln to the bridge near Horton Highway, and in the Horse Creek Area from near Lone Star Rd to near Murrell Rd. Each section will have some waterline relocations required. The Chapter 86 program reimburses utilities, or in this case includes them in the construction project, for those areas that require relocation of their infrastructure that is currently in the ROW. We are working with TDOT to have this work included in the roadway plans and construction project.

This agreement allows TDOT to include the relocation of the City's existing waterline within TDOT's proposed State Route 93 (Fall Branch) Realignment Project. Future projects along SR 93 will also be brought to the BMA for approval.

The project will consist of the relocation of approximately 4,500 ft of 8" waterlines. The total estimated cost for the construction and engineering is estimated to be \$413,248.60. We must obtain our own engineer to prepare the plans to be included in their project. We have enlisted Barge, Waggoner, Sumner, & Cannon for this task. TDOT requires the City to pay BWSC for their services and then they will reimburse the City. The engineering for the project will cost \$39,740.95. A budget ordinance is included to pay the engineering upfront costs.

Attachments:

1. Resolution
2. Ordinance
2. TDOT Chapter 86 Certification Documents
3. Location Map

Funding source appropriate and funds are available:

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



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McIntire	—	—	—
Olterman	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Clark	—	—	—

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR THE STATE ROUTE 93 FALL BRANCH WATERLINE RELOCATION, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the Tennessee Department of Transportation (TDOT) has a proposed State Route 93 Fall Branch Realignment Project; and

WHEREAS, as part of that project, TDOT will also relocate the city's waterline; and

WHEREAS, there is no cost to the city for this relocation.

Now therefore,

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

SECTION I. That an agreement with Tennessee Department of Transportation for the State Route 93(Fall Branch) waterline relocation, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the agreement with the Tennessee Department of Transportation for the State Route 93(Fall Branch) waterline relocation and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution.

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

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

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

ADOPTED this the 7th day of February, 2017.

JOHN CLARK, MAYOR

ATTEST:

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

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

PRE-FILED
CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE WATER PROJECT FUND
BUDGET BY APPROPRIATING FUNDS RECEIVED FROM THE
TENNESSEE DEPARTMENT OF TRANSPORTATION (TDOT)
FOR STATE ROUTE 93 FOR THE YEAR ENDING JUNE 30, 2017;
AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Water Project Fund budget be amended by appropriating \$39,741 received from the Tennessee Department of Transportation (TDOT) to the State Route 93 Waterline Relocation project (WA 1708) as reimbursement for engineering of State Route 93.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Fund 451 Water Fund			
State Route 93 WL Relocation (WA1708)			
Revenues:	\$	\$	\$
451-0000-332-9000 State Rev/Dept of Transportation	0	39,741	39,741
Totals:	0	39,741	39,741
Expenditures:			
451-0000-605-2023 Arch/Eng/Landscaping	0	39,741	39,741
Totals:	0	39,741	39,741

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:

ANGELA L. MARSHALL
Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____



Project No: 90010-2213-14
County: Washington
Date: January 25, 2017

****Submittal and completion of this form is required for consideration of reimbursement on this project.****

Primary Contact: Chris Alley, PE
E-mail: ChrisAlley@KingsportTN.gov Phone: 423 224-2546
Secondary Contact: _____
E-mail: _____ Phone: _____
Utility Name: City of Kingsport
Address: 1213 Konnarock Road
City, State: Kingsport, TN Zip: 37664

Percent On Private: 0% Private ROW - #Poles / Length of facility: _____
Percent On Public: 100% Public ROW - #Poles / Length of facility: 5510
Total Percentage: 100% Total #Poles / Length of facility: 5510

Is Utility Chapter 86 Certified (Obtained from Certification Sheet)? ☒ Y

(If project does not qualify for Chapter 86 Reimbursement, then "Percent on Private" will be used to calculate total amount due to Utility)

NO COST / NO REIMBURSEMENT (STOP HERE, REMAINDER OF FORM IS NOT REQUIRED) ☐

CHAPTER 86

REIMBURSEMENT MOVE PRIOR ☐
REQUESTED MOVE IN State Contract ☒
(Please check ONE) Other ☐

NON-CHAPTER 86

% Private / Public Relocation ☐
% Private / Public MOVE IN State Contract ☐
Utility Replacement Easement Reimbursement ☐

ENGINEERING

Description	Amount
Pre-Construction / Construction	\$ 39,158.95
Field Surveying	\$ -
Construction Inspection	\$ -
Reimbursable Expenses	\$ 582.00

ENGINEERING COST: \$ 39,740.95

CONSTRUCTION (LABOR & MATERIAL)

Description	Amount
Installation Labor	\$ 368,357.65
Installation Materials	\$ -
Removal Labor	\$ 5,150.00
Site Costs	\$ -
Material Provided to State	\$ -
Salvage Materials	\$ -
Non-Usable Materials	\$ -

ESTIMATED CONSTRUCTION COST: \$ 373,507.65

BETTERMENT

Description	Amount
Installation Labor	\$ -
Installation Materials	\$ -

ESTIMATED UTILITY BETTERMENT COST: \$ -

ESTIMATED REPLACEMENT EASEMENT COST: \$ -

If cost is listed above, separate Easement Contract is needed

ESTIMATED TOTAL CONSTRUCTION COST: \$ 413,248.60

TDOT USE ONLY

RG Approval and Date:

Consult Appr. Date: / /

Amount Approved: \$ -

HQ Approval and Date:

CH86 Y / N PIN#:

LET: / / Contract #:

Easement Contract #

UTILITY REIMBURSEMENT

CHAPTER 86 MOVE-IN CONTRACT: \$ 39,740.95

CHAPTER 86 MOVE PRIOR: \$ -

NON-CHAPTER 86 MOVE-IN CONTRACT: \$ -

NON-CHAPTER 86 MOVE PRIOR: \$ -

Does Estimate Exceed \$1.75M Cap? - N

Does Estimate Require 75% Cap? - N

AMOUNT TO BE PAID BY THE UTILITY

RELOCATION EXCEEDS \$1.75M CAP: \$ -

AMOUNT OVER 75% REIMBURSEMENT: \$ -

UTILITY DEPOSIT (IF APPLICABLE)

CHAPTER 86 MOVE-IN CONTRACT: \$ -

NON-CHAPTER 86 MOVE-IN CONTRACT: \$ -

The Utility will reference the page number where designated on the form when other Detail Cost Estimate sheets are attached.



Chapter 86 Certification

In accordance with Tennessee Department of Transportation policy number 340-07, the following information is provided with regards to required compliance documentation for utility relocation reimbursement in accordance with TCA 54-5-804 and TCA 54-5-854.

PROJECT #/S: 90010-2213-14 COUNTY/S: Washington
FEDERAL: STP-93(13) PIN: 112834.01

- The utility is seeking reimbursement under provisions of TCA 54-5-804 as amended by Public Acts 2003, Chapter number 86.
- To the best of my knowledge the utility is in compliance with TCA § 54-5-804(a)(1) and this policy in that the utility has returned its relocation plan, schedule, and cost estimate to the Department within 120 days after receipt of the Department's project plans, or within such additional time as may be allowed in accordance with TCA § 54-5-854(b).
- To the best of my knowledge the utility is in compliance with TCA 54-5-804(b) in that the utility has a valid permit to locate its utility facility on the public highway right-of-way.
- The utility is eligible for reimbursement in accordance with the Limitation provisions of the TDOT Policy 340-07 in that it is:
Municipally Owned ☒ Utility District ☐ Utility Cooperative ☐
- The utility is considered to be a specific utility category listed in accordance with the Limitation provisions of the TDOT Policy 340-07:
☒ Water
☐ Waste Water
☐ Gas ☐ Distribution ☐ Transmission
☐ Electric ☐ Distribution ☐ Transmission
☐ Communication ☐ CATV ☐ Phone ☐ Fiberoptic ☐ Broadband
☐ Street Lighting
☐ Other _____

Signature indicates this individual has the legal authority to sign contracts and agreements to obligate the utility.

Signature: _____
Print Name: _____
Title: _____
Utility Name: City of Kingsport
Utility Address: 1213 Konnarock Road
City, State, Zip: Kingsport, TN 37664
Phone Number: 423-229-9454
Fax Number: _____
Email Address: ChrisAlley@KingsportTN.gov

Date: _____



Declaration of Scheduled Calendar Days

Project Number: 90010-2213-14 Date: January 25, 2017

Description: SR-93 From N. of David Road to North of Fire Hall Road

County: Washington

Utility Name: City of Kingsport

Address: 1213 Konnarock Road

City, State: Kingsport, TN Zip Code: 37664

Phone Number: 423 224-2546 Fax Number: _____

Type of Facilities: ☒ Water ☐ Sewer ☐ Gas ☐ Telephone ☐ Electric
☐ CATV ☐ Fiberoptic ☐ Other

Required Period services cannot be interrupted: See Special Condition 1

All estimated days should be expressed in "Calendar" days to complete installation, relocation or adjustment of the utility facilities on the above referenced project. The utility can as an option submit an "On or Before" date all work will be completed. In accordance with provisions set forth in TCA 54-5-854.

Task	Days to Complete	Special Conditions
Stock Pile Material (Including ordering material)	45	2
Mobilize Work Force (including Bidding process if Required)	15	3
Complete Relocation	120	4
Total Days To Complete	180	

Special Conditions:

1. Potable water service must be maintained at all times within the project area. The new line must be installed, tested and disinfected prior to placing into service.
2. Allows for shop drawing submittal, shop drawing review, and delivery of materials.
3. Allows for mobilization of equipment and materials to the site.
4. Allows for main line installation, testing, connections, and service connections to the main.

Signature of submitting
Utility Representative

Date

Signature of submitting
State Representative

Date

Subject to provisions of the TDOT Utility Office Maintenance of Traffic Procedures.

TDOT Utility Office Maintenance of Traffic Procedures.

Except in emergencies, no lane closures will be permitted on any state routes with 30,000 or greater Average Daily traffic or any interstate routes, without the explicit consent of the TDOT Project Engineer. On projects where work is required in traffic lane(s) or where a lane closure is necessary for public safety, the Utility must submit a request to the Department at least seven (7) working days prior to the date of the anticipated lane closure(s). All requests for lane closure(s) must list the exact location, the time that the closure will begin, the estimated duration and reasons for the proposed lane closure(s).

If all lanes in one or both directions on an interstate route are to be closed for any length of time, the Utility must submit their request at least fourteen (14) calendar days before the anticipated event. No lane closures or traffic restrictions will be allowed on the following days

Good Friday

Easter

After 6:00 pm on the Thursday preceding Good Friday through and including Easter Sunday

Memorial Day

After 12:00 noon on the preceding Friday through Memorial Day

July 4

The observed holiday and preceding day plus weekend days either preceding or following these two days

Labor Day

After 12:00 noon on the preceding Friday through Labor Day

Thanksgiving

After 12:00 noon on Wednesday before Thanksgiving through Sunday following Thanksgiving

Christmas/New year's Day

December 24 through January 1 and any preceding and/or following days that fall on a weekend

Offroad work will be allowed but only to the extent that NO impact will be caused to the highway users.

During any suspension of work, the Utility shall make passable and shall open to traffic such portions of the project and temporary roadways or portions thereof as may be directed by the TDOT Project Engineer for the temporary accommodation of necessary traffic during the anticipated period of suspension. Thereafter, and until issuance of an order for the resumption of construction operations, the maintenance of the temporary route or line of travel will be by the Utility. When work is resumed, the Utility will replace or renew any work or materials lost or damaged because of such temporary use of the project; shall remove, to the extent directed by the TDOT Project Engineer, any work or materials used in the temporary maintenance, and shall complete the project in every respect as though its prosecution had been continuous.





AGENDA ACTION FORM

Supplemental Agreement for Training Incentive Program for Telecommunicators

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

Action Form No.: AF-16-2017
 Work Session: February 6, 2017
 First Reading: February 7, 2017

Final Adoption: February 21, 2017
 Staff Work By: D/C Phipps
 Presentation By: Chief Quillin

Recommendation:

Approve the ~~Resolution~~ and Ordinance.

Executive Summary:

The Emergency Communications District (ECD) of Kingsport desires to recognize and encourage Continuing Educational Units and Certifications of 911 Dispatchers by creating a Training Incentive Program (TIP), which allows an annual salary supplement for Dispatchers who have obtained or maintained certain annual training requirements. The Program is designed to aid Dispatchers in achieving and enhancing their skill set above the minimum training standards; thus, increasing the communication service to citizens and the public at large. The Program is outlined in Central Dispatch S.O.P 800.01 and will be reflected in the Supplemental Agreement of the Inter-Local Cooperation Agreement with ECD and the City. The ECD will reimburse the City for expenses incurred from providing the TIP to eligible Dispatchers each calendar year. The annual amount of the reimbursement will be up to \$18,000.00 payable in January of each calendar year.

Attachments:

1. Resolution
2. Ordinance

Funding source appropriate and funds are available: js

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



AGENDA ACTION FORM

Supplemental Agreement for Training Incentive Program for Telecommunicators

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

Action Form No.: AF-16-2017
 Work Session: February 6, 2017
 First Reading: February 7, 2017

Final Adoption: February 21, 2017
 Staff Work By: D/C Phipps
 Presentation By: Chief Quillin

Recommendation:

Approve the Resolution and Ordinance.

Executive Summary:

The Emergency Communications District (ECD) of Kingsport desires to recognize and encourage Continuing Educational Units and Certifications of 911 Dispatchers by creating a Training Incentive Program (TIP), which allows an annual salary supplement for Dispatchers who have obtained or maintained certain annual training requirements. The Program is designed to aid Dispatchers in achieving and enhancing their skill set above the minimum training standards; thus, increasing the communication service to citizens and the public at large. The Program is outlined in Central Dispatch S.O.P 800.01 and will be reflected in the Supplemental Agreement of the Inter-Local Cooperation Agreement with ECD and the City. The ECD will reimburse the City for expenses incurred from providing the TIP to eligible Dispatchers each calendar year. The annual amount of the reimbursement will be up to \$18,000.00 payable in January of each calendar year.

Attachments:

1. Resolution
2. Ordinance

Funding source appropriate and funds are available: _____

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A SUPPLEMENTAL AGREEMENT
OF THE INTERLOCAL COOPERATION AGREEMENT WITH THE
EMERGENCY COMMUNICATIONS DISTRICT, AND
AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT
AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO
EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the Emergency Communications District (ECD) would like to recognize and encourage continuing educations units and certifications of 911 dispatchers by creating a training incentive program(TIP); and

WHEREAS, the program allows an annual salary supplement for dispatchers who have obtained certain annual training requirements; and

WHEREAS, the annual amount of the reimbursement will be up to \$18,000.00 and will be payable in January each calendar year; and

WHEREAS, the continuation of the program is dependent on continuous funding of the program by ECD; and

WHEREAS, funds will be available with the second reading of the budget ordinance.

Now therefore,

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

SECTION I. That a Supplemental Agreement of the Interlocal Cooperation Agreement with the Emergency Communications District is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the Supplemental Agreement of the Interlocal Cooperation Agreement with the Emergency Communications District and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution, said agreement being as follows:

SUPPLEMENTAL AGREEMENT BETWEEN
THE CITY OF KINGSPORT, TENNESSEE AND
THE EMERGENCY COMMUNICATIONS DISTRICT OF THE CITY OF KINGSPORT,
TENNESSEE
INTER-LOCAL COOPERATION AGREEMENT ESTABLISHING POLICIES AND
PROCEDURES FOR MUTUAL AID AND COORDINATION OF EMERGENCY
COMMUNICATIONS SERVICE

THIS SUPPLEMENTAL AGREEMENT made and entered into as of January, 2017 by and between the City of Kingsport, hereinafter called "CITY", and the Emergency Communications District of the City of Kingsport, Tennessee, hereinafter called "DISTRICT."

W I T N E S S E T H

WHEREAS, DISTRICT, by its Resolution adopted on January 19, 2017, authorized the execution of this supplemental inter-local cooperation agreement between DISTRICT and CITY;

WHEREAS, CITY, by its Resolution No _____, authorized the execution of this supplemental inter-local cooperation agreement between CITY and DISTRICT;

NOW, THEREFORE, the premises considered, the parties agree as follows:

1. **TRAINING.** In providing "911" service to the citizens and residents of CITY, and other service users, DISTRICT has elected to utilize the direct dispatch method of responding to emergency calls. This "911" service is provided by means of this inter-local agreement between DISTRICT and CITY.

In compliance with *2003 Tenn. Pub. Acts, chapter 254, Sections 2 and 3*, DISTRICT and CITY agree that each of the 911 dispatchers employed by CITY pursuant to said inter-local agreement, must not only meet the general requirements set forth in *Tenn. Code Ann. Section 7-86-205* and *Tenn. Code Ann. Section 58-2-202*, but must also, within six (6) months of their employment with CITY, meet those training and course of study requirements established from time to time by the PUBLIC SAFETY COMMITTEE created by *Tenn. Code Ann. Section 58-2-201* and the EMERGENCY COMMUNICATIONS BOARD, Department of Commerce and Insurance of the State of Tennessee.

It is understood by the Parties that this agreement imposes an obligation on CITY that DISTRICT's expectation of receiving due performance will not be impaired. In order that no reasonable grounds for insecurity shall arise with respect to the performance of CITY, CITY shall provide assurance of its due performance by reporting to DISTRICT, on or about the beginning of every calendar year, with regard to whether each emergency call taker or public safety dispatcher, who receives an initial or transferred 911 call from the public, who is performing services on behalf of DISTRICT pursuant to this inter-local agreement, has satisfied the minimum requirements for dispatcher training established by the rules of the DEPARTMENT OF COMMERCE AND INSURANCE, EMERGENCY COMMUNICATIONS BOARD, CHAPTER 0780-6-2 relating to DISPATCHER TRAINING REGULATIONS (*Tenn. Comp. R & Reg. 0780-6-2 et seq.*); and, that evidence of completion of such training is available for inspection, as are attendance records, course outlines and lesson plans.

In addition to the aforesaid minimum training standards, CITY shall establish for each calendar year, a Training Incentive Program for salary supplement payments for eligible dispatchers, approved by DISTRICT, to encourage dispatchers to achieve, through recognized programs, such Certifications and Continuing Education Units as will enhance a dispatcher's skills above the minimum training standards and thereby increase their communications service to the users of DISTRICT and the public at large. The Training Incentive Program shall provide a salary supplement to each dispatcher determined by CITY and DISTRICT to have achieved recognized Certifications and Continuing Education Units.

2. **CONSIDERATION.**

d. DISTRICT shall reimburse CITY for the expenses incurred by it for providing a Training Incentive Program for eligible dispatchers each calendar year. The annual amount of such reimbursement shall be up to EIGHTEEN THOUSAND AND 00/ 100's DOLLARS (\$18,000.00) payable in January of each calendar year. The amount of reimbursement shall be determined by a Request made by CITY to DISTRICT prior to December 31 of each year which identifies each eligible dispatcher, the Certifications and Continuing Education Units each has achieved and the amount of each respective salary supplement.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 7th day of February, 2017.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

ORDINANCE NO. _____

PRE-FILED
CITY RECORDER

AN ORDINANCE TO AMEND THE GENERAL FUND BUDGET BY APPROPRIATING FUNDS RECEIVED FROM THE EMERGENCY COMMUNICATIONS DISTRICT FOR A TRAINING INCENTIVE PROGRAM FOR 911 DISPATCHERS FOR THE YEAR ENDING JUNE 30, 2017; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Fund budget be amended by appropriating funds received from the Emergency Communications District (ECD) in the amount of \$10,600 to the Central Dispatch operating budget to create a Training Incentive Program (TIP). The funds will provide supplemental pay to participating 911 dispatchers.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Fund 110: General Fund			
Revenues:	\$	\$	\$
110-0000-348-4010 E-911 Charges/Supplemental Pay	0	10,600	10,600
Totals:	0	10,600	10,600
Expenditures:	\$	\$	\$
110-3050-445-1017 Supplemental Pay	0	10,600	10,600
Totals:	0	10,600	10,600

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

JOHN CLARK, Mayor

ATTEST:

ANGIE MARSHALL
Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____



AGENDA ACTION FORM

Agreement with Sullivan County and the Sullivan County Board of Education

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

Action Form No.: AF-40-2017
 Work Session: February 6, 2017
 First Reading: February 7, 2017

Final Adoption: February 21, 2017
 Staff Work By: Lyle Ailshie/Jeff Fleming
 Presentation By: Mike Billingsley

Recommendation:

Approve the ~~Resolution~~ and Ordinance.

Executive Summary:

In December 2016, the board approved a letter of intent with Sullivan County and the Sullivan County Board of Education pertaining to the North High School property. A draft of an agreement, which is included in the attached resolution, essentially carries forth that intent. In short, the city will forego \$20,000,000 it would otherwise be entitled to receive from the county bond issue and in exchange will receive the North High School property within 30 days of the county ceasing to utilize the property for a school, the date the county completes construction and opens a new high school to students, or June 30, 2021, whichever occurs first.

The board of education considered the agreement at its February 2, 2017, board meeting, and approved the agreement.

Attachments:

1. Resolution
2. Supplemental Information
3. Ordinance

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



AGENDA ACTION FORM

Agreement with Sullivan County and the Sullivan County Board of Education

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

Action Form No.: AF-40-2017
 Work Session: February 6, 2017
 First Reading: N/A

Final Adoption: February 7, 2017
 Staff Work By: Lyle Ailshie/Jeff Fleming
 Presentation By: Mike Billingsley

Recommendation:

Approve the Resolution.

Executive Summary:

In December 2016, the board approved a letter of intent with Sullivan County and the Sullivan County Board of Education pertaining to the North High School property. A draft of an agreement, which is included in the attached resolution, essentially carries forth that intent. In short, the city will forego \$20,000,000 it would otherwise be entitled to receive from the county bond issue and in exchange will receive the North High School property within 30 days of the county ceasing to utilize the property for a school, the date the county completes construction and opens a new high school to students, or June 30, 2021, whichever occurs first.

The board of education considered the agreement at its February 2, 2017, board meeting, and approved the agreement.

Attachments:

1. Resolution
2. Supplemental Information

	Y	N	O
Duncan	—	—	—
George	—	—	—
McIntire	—	—	—
Olteman	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Clark	—	—	—

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT WITH SULLIVAN COUNTY AND THE SULLIVAN COUNTY BOARD OF EDUCATION PERTAINING TO THE ACQUISITION OF NORTH HIGH SCHOOL PROPERTY; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE INTENT OF THIS RESOLUTION AND THE AGREEMENT

WHEREAS, Sullivan County may authorize financing of an amount not to exceed \$140,000,000 for school construction and renovation; and

WHEREAS, a portion of the funds will be distributed to the city pursuant to state law;

WHEREAS, in In December 2016, the board approved a letter of intent with Sullivan County and the Sullivan County Board of Education pertaining to the North High School property; and

WHEREAS, the to carry out part of the letter of intent the parties would like to enter into an agreement pertaining to the North High School property; and

WHEREAS, pursuant to the agreement the city will forego \$20,000,000 it would otherwise be entitled to receive from the county bond issue and in exchange will receive the North High School property within 30 days of the county ceasing to utilize the property for school purposes or the date the county completes construction and opens a new high school to students, whichever occurs first; and

WHEREAS, the agreement was approved by the school board at its February 2, 2017, meeting.

Now, therefore,

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

SECTION I. That an amendment of the agreement with Sullivan County and the Sullivan County Board of Education for the acquisition of North High School property 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, an agreement with Sullivan County and the Sullivan County Board of Education for the acquisition of the North High School property in consideration of foregoing \$20,000,000 in bond proceeds said agreement being generally as follows:

AGREEMENT OF SULLIVAN COUNTY, TENNESSEE,
SULLIVAN COUNTY BOARD OF EDUCATION,
and
CITY OF KINGSPORT, TENNESSEE,
INCLUDING ITS KINGSPORT CITY SCHOOLS

THIS AGREEMENT, hereinafter "Agreement", is made and entered into with an effective date of _____, 2017, by Sullivan County, Tennessee, (hereinafter "County"), the Sullivan County

Board of Education (hereinafter "SCBE") and the City of Kingsport, including its Kingsport City Schools, (hereinafter "City").

In consideration of the mutual promises contained herein, the parties agree as follows:

SECTION 1. The County shall issue at least One Hundred Forty Million Dollars (\$140,000,000.00) in bonds for school capital outlay purposes pursuant to Title 9, Chapter 21 of the Tennessee Code Annotated (herein "Bonds"). Failure by the County to issue the Bonds shall render all obligations of both the County and City under this agreement void.

SECTION 2. Upon receipt of the proceeds by the County from the Bonds, pursuant to Tennessee Code Annotated § 9-21-129, the County must share the proceeds with the City and subject to the terms and conditions set out hereinafter the City irrevocably waives its right to twenty million dollars (\$20,000,000), which is part of the funds due it pursuant to Tennessee Code Annotated § 9-21-129.

SECTION 3. In consideration of the waiver by the City described in section 2, the County and SCBE agree to convey, assign, transfer, and deliver to the City, in fee simple absolute, subject to the terms and conditions of this Agreement, that certain real property situated, lying and being located in the City of Kingsport, Sullivan County, Tennessee as more particularly described on Exhibit A attached hereto together with all improvements, appurtenances, easements and privileges pertaining thereto (herein "Property"). The County and SCBE hereby agree to convey the Personal Property listed in Exhibit B by Bill of Sale in a form acceptable to the City and its City Attorney, which shall transfer, convey, sell, assign and set over to the City all of the County and SCBE's right title and interest in and to the personal property with standard representations and warranties as to title, and such title to the personal property shall not be subject to any liens, encumbrances or other restrictions which the City reasonably deems unacceptable.

SECTION 4. The City has previously inspected the Property and agrees to accept the Property in its current condition. For a period of thirty (30) days after the execution of this Agreement, the City along with experts of its choosing shall have the right at appropriate times to enter the Property to view, perform tests, make photographs, and otherwise document the condition of the Property as of the date of this Agreement. The parties agree that the County shall deliver possession of the Property at closing in the same or better condition as it exists, as of the date of this Agreement, reasonable wear and tear excepted.

SECTION 5. The County has arranged for a commitment for title insurance for the Property to be issued insuring the Property as provided in the commitment against losses of up to Twenty Million Dollars (\$20,000,000) subject only to the exceptions set forth therein. A copy of this Commitment for Title Insurance is attached as Exhibit C. The County agrees to convey good and marketable title to the Property at Closing subject to only those title exceptions as set forth on the title commitment, unless agreed otherwise in writing. County shall not allow any liens, easements or other encumbrances of any kind to be filed against or attach to the Property from the date of this Agreement until Closing without the written consent of City.

SECTION 6. Subject to the conditions set out in this Agreement the closing of this transaction (herein "Closing") shall be held at the office of the City Attorney upon the first to occur of the following dates:

- (A) Within thirty (30) days of the date that the County ceases to utilize the Property for a public school operated by SCBE;
- (B) The date that the County completes construction and opens a new High School to students which is to be constructed with the bond funds as referenced herein, which date is anticipated to be at the close of the 2019-20 school year; or
- (C) June 30, 2021.

Nothing contained herein, however, shall prohibit the parties from mutually agreeing in writing to an earlier closing date. In the event the parties are unable to close due to problems with title exceptions existing as of the Closing date, which were not provided for on the Title Commitment, Closing shall occur as soon as possible after such title problems are corrected by the County. Possession of the Property shall be delivered to the City at Closing.

SECTION 7. All risk of loss or damage to the Property (of any portion thereof), including, but not limited to, by fire, vandalism, casualty, earthquake or neglect, shall remain with the County and SCBE until the consummation of the Closing, after which all risk of loss shall be with the City. Until consummation of the Closing the County and SCBE shall maintain the Property in its present condition, normal wear and tear excepted. In the event of a casualty resulting in a complete loss to the Property prior to Closing, the County shall retain ownership of the Property and shall have no obligation to rebuild or repair the Property. In the event of a complete casualty loss, the City shall receive all casualty insurance proceeds subject to a maximum amount of Twenty Million Dollars (\$20,000,000), provided in the event the casualty insurance proceeds paid to the City are not at least Twenty Million Dollars (\$20,000,000) the County shall pay the City the difference between the casualty insurance proceeds paid to the City and Twenty Million Dollars (\$20,000,000). The insurance proceeds above Twenty Million Dollars (\$20,000,000), if any, shall be retained by the

County to assist with the cost and expense of relocation of students and facilities. The County warrants that the improvements located on the Property are insured and will continue to be insured until Closing for at least Twenty Million Dollars (\$20,000,000). In the event of a partial casualty loss, the City and County agree to work together to decide how the casualty should be repaired. In the absence of agreement, the County shall use the insurance proceeds to restore the Property as closely as reasonably possible to its condition as of the date of this Agreement.

SECTION 8. In closing this transaction, the County and SCBE shall be responsible for the following:

- (a) The cost of and preparation of the deed;
- (b) The cost of and preparation of the Bill of Sale, if any;
- (c) The fees and expenses of any attorney or other advisor engaged by the County or SCBE in connection with this transaction.

SECTION 9. In closing this transaction, the City shall be responsible for the following:

- (a) The cost of any title search and title insurance policy;
- (b) The cost of recording the deed and any transfer tax associated with either or both;
- (c) Any fees charged in connection with closing services incurred in conjunction with the acquisition of the Property pursuant to this Agreement; and
- (d) The fees and expenses of any attorney or other advisor engaged by the City in connection with this transaction.

SECTION 10. Any notice or consent authorized or required by this Agreement shall be in writing and: (i) delivered by facsimile or electronic mail (provided that such transmission is also sent by at least one of the additional methods set forth below); or (ii) delivered personally; or (iii) sent postage prepaid by certified mail, return receipt requested; or (iv) sent by a nationally recognized overnight carrier that guarantees next day delivery, directed to the other party at the address set forth in this Section 12 or such other parties or addresses as may be designated by either the County, SCBE or the City by notice given from time to time in accordance with this Section 12.

COUNTY: Sullivan County, Tennessee
Attn: County Attorney
3411 Highway 126, Suite 209
Blountville, TN 37617

SCBE: Sullivan County Board of Education
Attn: Director of Schools
PO Box 306
Blountville, TN 37617

CITY: Director of Schools
Kingsport Board of Education
400 Clinchfield Street, Suite 200
Kingsport, Tennessee 37660

With a copy to:
City Attorney
City of Kingsport
1324 Midland Drive
Kingsport, Tennessee 37764

SECTION 11. Time is of the essence to the performance of this Agreement.

SECTION 12. This written Agreement constitutes the entire and complete agreement between the parties hereto and supersedes any prior oral or written agreements between the parties with respect to the Property. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions herein set forth, and that no modification of this Agreement and no waiver of any of its terms and conditions shall be effective unless in writing and duly executed by the parties hereto.

SECTION 13. This Agreement may be executed in any number of counterparts, each of which shall be considered an original document. Fax and electronic mail signature images are acceptable.

SECTION 14. Each party hereto agrees to do, execute, acknowledge and deliver all such further acts, assignments, transfers, assurances and instruments that may reasonably be required to fully effectuate the transactions contemplated in this Agreement.

SECTION 15. Wherever in this Agreement a party shall have agreed or promised to perform certain acts or otherwise where the context of this Agreement would require such performance to occur after the Closing, then those agreements and covenants shall survive the Closing and continue to bind the parties.

SECTION 16. Except as provided herein below the City and County agree that the sole remedy for a breach of this Agreement by either party shall be monetary damages. Each party hereby waives any rights to any other remedies including, but not limited to, any right or remedy challenging the validity of the bond issuance or the City's waiver of Twenty Million Dollars (\$20,000,000) of bond

proceeds contemplated by this Agreement. Notwithstanding any other provision, the City retains the right to seek specific performance against the County to compel the transfer of the Property as contemplated by this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first written above.

[Acknowledgments and exhibits deleted for inclusion in this resolution]

SECTION III. 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, any and all documents necessary all documents necessary and proper to effectuate the purpose of this resolution or the agreement approved herein.

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

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

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

ADOPTED this the 7th day of February, 2017.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

To: Mike Billingsley
From: Lyle Ailshie
Date: January 31, 2017
Subject: Sullivan North Facility Transfer of Property Ownership

Below you will find a summarized listing of the personal property items currently housed in the Sullivan North High School facility as of Saturday, January 21. These items were observed during a walk-through of the facility with Mrs. Evelyn Rafalowski. It is hoped that the listing is summarized in such a way that you can simply copy and paste into a document that will serve as an attachment to the agreement with the county being created for the bonding agency.

General Notes

- Any items purchased with federal Title I or Perkins funds will be removed from the facility.
- All HVAC, electrical, and plumbing infrastructure will remain with the building.

Classroom Furniture

- All student and teacher furniture is expected to be removed from the facility. There is the possibility some will remain if not needed in other schools.
- All TV's will be removed from the facility.
- All Smartboards and projectors will be removed from the facility.
- All built-in cabinetry and shelving will remain with building.
- All cabinetry on wheels will be removed from the facility.
- All file cabinets will be removed from the facility.
- Power bars present in some classrooms will remain with the building.
- Rooms 803 and 828 have washers and dryers that will remain with the building.

Custodial Apartment

- All furniture and appliances will be removed from the facility.
- Cabinetry and plumbing fixtures will remain with the building.

Band and Choral Areas

- Shelving will remain with the building.
- Chairs will be removed from the facility.
- Office furniture will be removed from the facility.
- Music stands and furniture will be removed from the facility.

Auditorium

- Lighting, seating, and everything else observed present will remain in the building.
- Moveable spotlights will be removed from the facility.

Athletic Offices

- All furniture and equipment will be removed from the facility.

Gymnasium

- Portable goals native to gym will stay with the building.
- All bleachers and seats will stay with the building.
- Sound system will remain with the building.
- Baseball/softball practice netting will remain with the building.
- Scoreboards will remain with the building.

Pool Area

- Exercise equipment in this area will be removed from the facility.
- It is known that the pool leaks and is currently drained.

Training Room

- Older, but still working dryer stays with the building.
- New washing machine will be removed from the facility.
- Older ice/whirlpool will remain with the building.
- Newer ice/whirlpools will be removed from the facility.
- Ice machine will stay with the facility.

Weight Room Under Upper Bleachers

- All weight equipment and storage will be removed from the facility.

Culinary Arts

- All permanently installed equipment (stoves, ovens, etc.) will remain with the building.
- All utensils, cookware, serving trays, plates, etc. will be removed from the facility.
- All rolling storage and warmers will be removed from the building.
- Dryer will remain with the building.
- Washer will be removed from the facility.

School Kitchen and Cafeteria

- All permanently installed/attached equipment (stove, ovens, dishwasher, coolers, etc) will remain with the building.
- All utensils, cookware, serving trays, plates, etc. will be removed from the facility.
- All rolling serving lines will be removed from the facility.
- All rolling storage and warmers will be removed from the facility.

Library

- All books, magazines, and media will be removed from the facility.
- Shelving will remain with the building.
- All carts, computers, and TV's will be removed from the facility.
- Library furniture will be removed from the facility.

Science Labs

- All lab furniture will remain with the building.
- Cabinetry will remain with the building.
- Hood will remain with the building.
- STEM Classroom – Classroom tables, chairs, and technology equipment will be removed from the facility.

Technology Infrastructure

- All cabling will remain with the building
- All servers, switches, hubs, access points, and other miscellaneous technology equipment will be removed from the facility and are most likely not compatible with what KCS uses.

CTE Shops

- There are two dust collectors and related exhaust piping that will stay with the building.
- The power bars of various types will remain with the building.
- Lockers will remain with the building.
- Air compressor in the diesel shop will remain with the building.
- All equipment is expected to be removed from the building, but the county may decide to leave some that isn't needed at other schools.

All Office Areas

- Furniture will be removed from the facility.
- Cabinetry will remain with the building.

Athletic Fields

- Bleachers, fencing, backstops, scoreboards, and other current amenities will remain with the facility.
- Press Box furniture will be removed from the facility.
- Press Box cabinetry will remain with the building.
- Field House all moveable furniture and equipment will be removed.
- Two tennis courts that have not been renovated will be done prior to property ownership changes.
- Track surface is deteriorating and is in need of repair. County may need to repair to continue to use until property ownership is transferred. This is currently unknown.

Other

- There is no expectation to retain the naming of any portions of the Sullivan North facility that were done prior to the transfer of ownership.

ORDINANCE NO. _____

AN ORDINANCE WAIVING THE RIGHT OF THE CITY OF
KINGSPORT FOR ITS KINGSPORT SCHOOL SYSTEM
AND ITS KINGSPORT BOARD OF EDUCATION TO
RECEIVE PART OF THE FUNDS DUE IT, NAMELY
TWENTY MILLION DOLLARS, PURSUANT TO
TENNESSEE CODE ANNOTATED SECTION 49-3-1003

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

SECTION I. That in accordance with Tennessee Code Annotated section 49-3-1003(b)(2) and as consideration for the acquisition by the City of Kingsport of approximately 63.5 acres of real property currently used as the campus of North High School as detailed in an agreement with Sullivan County, Tennessee, the Sullivan County Board of Education and the City of Kingsport, for its Kingsport City School System and its Kingsport Board of Education, the City of Kingsport waives the right to Twenty Million Dollars (\$20,000,000.00), which is part of the funds due it, pursuant to the sale of bonds by Sullivan County, Tennessee in accordance with Tennessee Code Annotated section 49-3-1001 et seq.

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

JOHN CLARK, Mayor

ATTEST:

JAMES DEMMING
City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY
City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____



AGENDA ACTION FORM

Awarding the Bid for the Purchase of Two (2) 22 Passenger Cutaway MiniBuses

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

Action Form No.: AF-43-2017
 Work Session: February 20, 2017
 First Reading: N/A

Final Adoption: February 21, 2017
 Staff Work By: Committee
 Presentation By: C. McCartt, S. Hightower

Recommendation:

Approve the Resolution.

Executive Summary:

Bids were opened on January 5, 2017 for the purchase of two 22 Passenger Cutaway Minibuses for use by KATS. The advertisement for the Invitation to Bid was published in the Kingsport Times News on December 14, 2016 and placed on our website for 23 calendar days. It is the recommendation of the committee to accept the compliant bid from Creative Bus Sales for two (2) Champion LF as follows:

\$120,198.00	Unit Price
Less \$3,500.00	Trade-In Allowance Equipment # 1745
\$236,896.00	Total Purchase Price

These are Fleet Replacements.

Funding is identified in Project/Account # FTA-397 12359016029006.

Attachments:

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

Funding source appropriate and funds are available: 

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

RESOLUTION NO. _____

A RESOLUTION AWARDING THE BID FOR THE PURCHASE OF TWO TWENTY-TWO PASSENGER CUTAWAY MINIBUSES TO CREATIVE BUS SALES AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

WHEREAS, bids were opened January 5, 2017, for the purchase of two (2) twenty-two passenger cutaway minibuses for the use at the Kingsport Area Transit Service (KATS); and

WHEREAS, the city will receive \$3,500.00 for a trade-in allowance for vehicle #1745; and

WHEREAS, upon review of the bids, the board finds Creative Bus Sales is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to purchase two (2) 2017 Ford Champion LF twenty-two passenger cutaway minibuses from Creative Bus Sales at a total purchase cost of \$236,896.00, which includes the deduction of the \$3,500.00 trade-in allowance; and

WHEREAS, funding is identified in FTA-397 12359016029006.

Now therefore,

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

SECTION I. That the bid for the purchase of two (2) 2017 Ford Champion LF twenty-two passenger cutaway minibuses at a total purchase cost of \$236,896.00, which includes the deduction of the \$3,500.00 trade-in allowance, is awarded to Creative Bus Sales and the city manager is authorized to execute a purchase order for same.

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

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

ADOPTED this the 21st day of February, 2017.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES
BID OPENING
January 5, 2017
4:00 P.M.

Present: Sandy Crawford, Procurement Manager; Brent Morelock, Assistant Procurement Manager; Gary Taylor and Chris Campbell, Transit

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

The Procurement Manager opened with the following bids:

22 PASSENGER CUTAWAY MINIBUS – REBID						
Vendor:	Qty.:	Unit Cost:	Trade In #1745:	Trade In #1853:	Delivery Time:	Make/Model:
Alliance Bus Group	2	No Bid	N/A	N/A	N/A	N/A
Creative Bus Sales	2	\$120,198.00	\$3,500.00	\$4,500.00	200 Days	Champion LF

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



FLEET MAINTENANCE DIVISION

City of Kingsport, Tennessee

To: Brent Morelock, Assistant Procurement Manager

From: Gary Taylor, Transit Manager
Chris Campbell, Transit Coordinator
Steve Hightower, Fleet Manager

Date: February 1, 2017

Re: Transit Bus Purchase Recommendation

This will confirm our review and recommendation to purchase the compliant bid of the following vendor and accept the trade in offering of \$3,500 for unit #1745 but reject the trade offering for unit #1853.

<u>Item</u>	<u>Quantity</u>	<u>Description</u>	<u>Award to Vendor</u>	<u>Fuel Economy</u>
1	2	2017 Ford/ Champion LF	Creative Bus Sales	10 City/ 12 Hwy

Low Compliant Bidder

Creative Bus Sales was compliant in all major aspects of the minimum specification requirements for the Cutaway Mini Bus(s) specified with all clarifications provided.

These units will be Transit Department Replacements.

The bid offerings were reviewed with the Transit Department's Manager, Gary Taylor, who is agreement with this recommendation. A confirming email of agreement is attached below.

Fuel Economy Improvement

0%

No fuel economy improvements noted because these are similar replacements.

Trade In

1. Trade in(s):

- a. Recommendation: Accept the Trade Offering for #1745
Reject Trade Offering for #1853

The recommendation for trade in offer acceptance #1745 is due to the current value expectation of our present fleet and knowledge that the offering is commiserate with market pricing. Unit #1853 lost an engine after the vendors evaluated the bus for trade and cannot be traded. The estimated \$15,000 diesel engine replacement costs far exceeded the \$4,500 trade offering. #1853 will be disposed of utilizing current disposal methods approved by the City.

- i. City #1745 – 2006 Goshen Coach Mini Bus – 188,237 miles

Origin/ Dealer Information

2. New Unit(s) Origin of Manufacture:

- a. Bus – Imlay City, Michigan
- b. As per (49 U.S.C 5323(j)) and (49 CFR - Part 661) “Buy America” Federal Requirements, the unit is certified to contain a minimum of 60% domestic content

3. New Unit(s) Purchase Dealer:

- a. Bus – Creative Bus Sales – Ladson, SC.

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

Thank you.



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

From: Taylor, Gary L.

Sent: Thursday, February 02, 2017 10:41 AM

To: Hightower, Steve <SteveHightower@KingsportTN.gov>

Cc: Campbell, Chris <ChrisCampbell@KingsportTN.gov>

Subject: Concurring Mini-Bus Bid

Steve:

Please consider this recommendation to accept the bid offering from Creative Bus Sale to purchase two Champion Low Floor Mini-buses concurring with the recommendation to accept the bid offering of Creative Bus Sales for the Champion LF. Attached is a picture of one of our cutaways.

ary



AGENDA ACTION FORM

Amending the LDA Engineer Contract to Revise Drawings for Relocation of the Brightwood Sewer Lift Station

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

Action Form No.: AF-50-2017
 Work Session: February 20, 2017
 First Reading: N/A

Final Adoption: February 21, 2017
 Staff Work By: Niki Ensor
 Presentation By: Ryan McReynolds

Recommendation:

Approve the Resolution.

Executive Summary:

The City entered into an Agreement with LDA Engineering to design sewer lift stations (SLS) necessary to provide sewer service for the Colonial Heights annexation. During the property acquisition process it became evident that the property owners for the Brightwood SLS site was ill and had appointed power of attorney to a family member out of state.


The original site was chosen because the topography was optimal for sewer lift station design. Initial discussions with the property owner indicated that they were willing to allow the City to purchase the property. However, due to the circumstances and concerns presented by their power of attorney and the time frame for construction the station will be relocated to a new site. The City has purchased property for the new site.

This amendment request provides scope and budget adjustments for the necessary design changes associated with relocating the station to the new site. Total amendment request is \$15,000. Funding is identified in SW1511.

Original Contract Amount	\$123,900.00
Contract Amendment 1	\$ 15,000.00
Current Contract Amount	\$138,900.00

Attachments:

1. Resolution
2. LDA Proposal
3. Map

Funding source appropriate and funds are available: 

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AMENDMENT TO THE AGREEMENT WITH LDA ENGINEERING TO REVISE DRAWINGS FOR THE RELOCATION OF THE BRIGHTWOOD SEWER LIFT STATION; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

WHEREAS, in June, 2015, the city entered into an agreement with LDA Engineering for the Colonial Heights Wastewater Pump Stations project; and

WHEREAS, the original site for one of the sewer lift stations is unavailable in the time frame required for the project; and

WHEREAS, the amendment to the agreement sets out the scope and budget for the necessary design changes needed for the relocation of the pump station; and

WHEREAS, the cost of the redesign of the lift station is \$15,000.00 and is available in SW1511.

Now therefore,

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

SECTION I. That an amendment to the agreement with LDA Engineering 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 LDA Engineering and all other documents necessary and proper to effectuate the purpose of the agreement or this resolution, said amendment being generally as follows:

February 10, 2017

Ms. Niki Ensor
Water/Wastewater Facilities Manager City of Kingsport
620 W. Industry Drive Kingsport, TN 37660

RE: Amendment to Agreement for Professional Services Colonial Heights Area Wastewater Pump Stations LDA Engineering Project No. CKP-510

Dear Ms. Ensor,

We are pleased to provide you an amendment to our existing Agreement for Professional Services, effective date June 24, 2015, for the Colonial Heights Area Wastewater Pump Stations project. As part of the Agreement, LDA Engineering (LDA) has provided surveying, engineering design, and bidding assistance services for Sewer Lift Stations (SLS) No. 427 (Brightwood Lane) and No. 428 (Droke Farm). Currently, bids have been opened for the project and it is anticipated that a construction contract will be awarded in March 2017. LDA will provide Engineering Services during Construction, as outlined in the Agreement, once the construction contract commences.

It is our understanding that the City of Kingsport intends to revise the location of Sewer Lift Station No. 427 (Brightwood Lane) from the location as currently designed at 4509 Brightwood Lane, to a parcel owned by the City directly to the southwest of the current site. The new site for SLS 427 is described as

Block A, Lot 7 of the Castle Oaks Subdivision. It is our understanding that the City will require a topographic survey of the new pump station site and revised engineering design of SLS 427 on the new site.

LDA proposes to provide the following scope of services as an Amendment to our existing Agreement:

1. Perform a topographic field survey of the new pump station site.
2. Prepare revised mechanical drawings and site plan of SLS 427, including gravity sewer from the wet well to the first manhole upstream of the station, new pumps, pump wet well, valves, piping, and force main (plan view only) from the wet well to a connection point on Brightwood Lane.
3. Prepare revised electrical and instrumentation site plan for SLS 427 including electrical service control and schematics.
4. Submit the revised plans to the Tennessee Department of Environment and Conservation for review

Although not a complete list of all services or potential services that will be excluded from this Amendment, the following services are specifically excluded from this Amendment:

- Boundary Survey of new SLS 427 site
- Easement or property acquisition documents relating to the new SLS 427 site
- Geotechnical Engineering services for the new SLS 427 site

If any of the above excluded services are needed, please contact us so that we can modify this proposal or provide an additional proposal for the needed services.

LDA will perform the services as here-in-before described in this proposed Amendment for a not-to-exceed fee of \$15,000.00, which will increase the not-to-exceed fee of the existing Agreement from \$123,900.00 to \$138,900.00. We are prepared to begin this project immediately upon your authorization.

LDA Engineering appreciates the opportunity to be of further service to the City of Kingsport.

[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 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 21st day of February, 2017.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



WATER
WASTEWATER
STORMWATER
PUBLIC WORKS

February 10, 2017

Ms. Niki Ensor
Water/Wastewater Facilities Manager
City of Kingsport
620 W. Industry Drive
Kingsport, TN 37660

RE: Amendment to Agreement for Professional Services
Colonial Heights Area Wastewater Pump Stations
LDA Engineering Project No. CKP-510

Dear Ms. Ensor,

We are pleased to provide you an amendment to our existing Agreement for Professional Services, effective date June 24, 2015, for the Colonial Heights Area Wastewater Pump Stations project. As part of the Agreement, LDA Engineering (LDA) has provided surveying, engineering design, and bidding assistance services for Sewer Lift Stations (SLS) No. 427 (Brightwood Lane) and No. 428 (Droke Farm). Currently, bids have been opened for the project and it is anticipated that a construction contract will be awarded in March 2017. LDA will provide Engineering Services during Construction, as outlined in the Agreement, once the construction contract commences.

It is our understanding that the City of Kingsport intends to revise the location of Sewer Lift Station No. 427 (Brightwood Lane) from the location as currently designed at 4509 Brightwood Lane, to a parcel owned by the City directly to the southwest of the current site. The new site for SLS 427 is described as Block A, Lot 7 of the Castle Oaks Subdivision. It is our understanding that the City will require a topographic survey of the new pump station site and revised engineering design of SLS 427 on the new site.

LDA proposes to provide the following scope of services as an Amendment to our existing Agreement:

1. Perform a topographic field survey of the new pump station site.
2. Prepare revised mechanical drawings and site plan of SLS 427, including gravity sewer from the wet well to the first manhole upstream of the station, new pumps, pump wet well, valves, piping, and force main (plan view only) from the wet well to a connection point on Brightwood Lane.
3. Prepare revised electrical and instrumentation site plan for SLS 427 including electrical service control and schematics.
4. Submit the revised plans to the Tennessee Department of Environment and Conservation for review

MKT.TRICITY/Kingsport/Colonial Heights/Ensor Proposal 2017.02.10

4718 Lake Park Drive, Suite 4, Johnson City, TN 37615 ■ Phone: 423-283-7227

LDAENGINEERING.COM

Ms. Niki Ensor
Amendment to Agreement for Professional Services
Colonial Heights Pump Stations Project
February 10, 2017
Page 2

Although not a complete list of all services or potential services that will be excluded from this Amendment, the following services are specifically excluded from this Amendment:

- Boundary Survey of new SLS 427 site
- Easement or property acquisition documents relating to the new SLS 427 site
- Geotechnical Engineering services for the new SLS 427 site

If any of the above excluded services are needed, please contact us so that we can modify this proposal or provide an additional proposal for the needed services.

LDA will perform the services as here-in-before described in this proposed Amendment for a not-to-exceed fee of \$15,000.00, which will increase the not-to-exceed fee of the existing Agreement from \$123,900.00 to \$138,900.00. We are prepared to begin this project immediately upon your authorization.

LDA Engineering appreciates the opportunity to be of further service to the City of Kingsport.

Sincerely,



William R. Witcher, P.E.
Associate Engineer

Accepted By: _____
City of Kingsport

Date: _____

New Brightwood SLS Site

Original Brightwood SLS Site



AGENDA ACTION FORM

Increase a Purchase Order to Workspace Interiors and Decrease a Purchase Order to Modular Designs for Library Shelving Components

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

Action Form No.: AF-53-2017
 Work Session: February 20, 2017
 First Reading: N/A

Final Adoption: February 21, 2017
 Staff Work By: D. Mason, S. Crawford
 Presentation By: Chris McCartt

Recommendation: Approve the Resolution.

Executive Summary:

Based on the results of sealed bids that were advertised for on January 8, 2017 and opened on January 24, 2017, purchase orders were awarded to Modular Designs, Workspace Interiors, and Inspire Business Interiors for various individual furnishings for the library children's area renovation.

There were four different types of book shelving assemblies specified, each with several individual components. The individual components for each of the assemblies were grouped and considered together when determining the low bidder for each grouping. This was to avoid having different vendors supplying and installing portions of a single assembly.

Modular Designs was awarded three of the four shelving assemblies, with Workspace Interiors being awarded the fourth assembly.

However, due to not receiving an order for the entirety of the shelving components, Modular Design's vendor is not honoring their original quoted price. Therefore, it is necessary to reduce Modular Design's purchase order by 5 items related to two of the shelving assemblies in the amount of \$6,880.00, and increase Workspace Interior's purchase order by \$4,563.03 to add the 5 components of those two assemblies.

This change will result in a lower total cost. Unfortunately, due to Modular Design being the single bidder on some components for these two assemblies, there will be increased coordination required to manage two different vendors working on the same shelving unit assemblies.

Attachments:

1. Resolution

Funding source appropriate and funds are available: 

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

RESOLUTION NO. _____

A RESOLUTION DECREASING THE AMOUNT OF A PURCHASE ORDER TO MODULAR DESIGNS AND INCREASING THE AMOUNT OF A PURCHASE ORDER TO WORKSPACE INTERIORS FOR LIBRARY SHELVING COMPONENTS FOR THE LIBRARY CHILDREN'S AREA RENOVATION AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THESE CHANGES

WHEREAS, the City of Kingsport advertised for bids for furnishings for the library children's area on January 8, 2017; and

WHEREAS, sealed bids for the library children's area furnishings were received on January 24, 2017; and

WHEREAS, purchase orders for various individual furniture items were issued to Inspire Business Interiors in the amount of \$9,510.39, Modular Designs in the amount of \$48,412.00, and Workspace Interiors in the amount of \$47,999.66; and

WHEREAS, Modular Designs is unable to honor their price quote for 5 of the individual shelving components due to the manufacturer refusing to honor their pricing for not receiving an order for the entire list of shelving components; and

WHEREAS, it is necessary to remove 5 line items from Modular Design's purchase order in and add those 5 line items to Workspace Interior's purchase order in order to complete the project; and

WHEREAS, this change will reduce Modular Design's purchase order by \$6,880.00 for a new total of \$41,532.00; and

WHEREAS, this change will increase Workspace Interior's purchase order by \$4,563.03 for a new total of \$52,562.69; and

WHEREAS, funding is available in Project GP1712.

Now therefore,

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

SECTION I. That the revision to the purchase order with Modular Design for library furnishings to reduce the amount by \$6,880.00 for a new total amount of \$41,532.00, is approved.

SECTION II. That the revision to the purchase order with Workspace Interiors for library furnishings to increase the amount by \$4,563.03 for a new total amount of \$52,562.69, is approved.

SECTION III. 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, revisions to the purchase orders for Library Children's Area furnishings and all other documents necessary and proper to

effectuate the revisions,

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

ADOPTED this the 21st day of February, 2017.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Approval of Easements and Rights-of-Way

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

Action Form No.: AF-47-2017
 Work Session: February 20, 2017
 First Reading: N/A

Final Adoption: February 21, 2017
 Staff Work By: R. Trent; H. Clabaugh
 Presentation By: R. McReynolds

Recommendation:

Approve the offers.

Executive Summary:

In order to continue extending sanitary sewer services in the Colonial Heights area, the Public Works Department has requested additional rights-of-way and easements across affected properties for Phase 5 of the Colonial Heights Sanitary Sewer Extension Project. Appraisals have been prepared in accordance with the City of Kingsport's Real Property Acquisition Policies & Procedures and indicate the fair market values as per the attached property owners.

This project will be funded under #SW1512.

Attachment:

1. Colonial Heights Sanitary Sewer Project – Phase 5 Additional Offers
2. Project Location Map

Funding source appropriate and funds are available: 

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

Colonial Heights Phase 5 Sanitary Sewer Additional Offers

Tax Map & Parcel	Property Owner/s	Easement Area	Appraised Value
#106G; H-029.00	Thomas Q. and Julie D. Anderson 319 Abbey Road Kingsport, TN 37663	Perm. 1,041 sq. ft. Temp. 1,041 sq. ft.	\$508.00 \$513.00
#106G; A-053.00	Daniel L. and Diana T. Ball 1076 Centerbrook Circle Kingsport, TN 37663	Perm. 2,977 sq. ft. Temp. 3,629 sq. ft.	\$1,120.00 \$1,023.00
#106G; A-080.00	Eric D. and Rebecca Beach 913 Meadow Lane Kingsport, TN 37663	Perm. 1,859 sq. ft. Temp. 2,483 sq. ft.	\$774.00 \$775.00
#106H; A-070.00	Lyle E. and Stephanie Campbell 937 Meadow Lane Kingsport, TN 37663	Perm. 56 sq. ft. Temp. 250 sq. ft.	\$29.00 \$96.00
#106G; A-062.00	John L. and Carolyn Cameron 1017 Centerbrook Circle Kingsport, TN 37663	Temp. 819 sq. ft.	\$239.00
#106H; A-070.00	Steven Lynn Carter 925 Meadow Lane Kingsport, TN 37663	Perm. 1,725 sq. ft. Temp. 1,150 sq. ft.	\$918.00 \$459.00
#106G; A-076.00	Randy R. and Betsy C. Casey 108 Quail Point Kingsport, TN 37663	Perm. 376 sq. ft. Temp. 514 sq. ft.	\$143.00 \$147.00
#106G; A-048.00	Donald E. and Pam F. Delung 1056 Centerbrook Circle Kingsport, TN 37663	Perm. 2,497 sq. ft. Temp. 2,979 sq. ft.	\$1,169.00 \$1,046.00
#106G; A-049.00	William C. and Peggy A. Desatta 1060 Centerbrook Circle Kingsport, TN 37663	Perm. 3,026 sq. ft. Temp. 4,400 sq. ft.	\$1,235.00 \$1,347.00
#106G; A-059.00	H. Wade and Patricia B. Dykes 1041 Centerbrook Circle Kingsport, TN 37663	Temp. 2,735 sq. ft.	\$739.00
#106G; A-056.00	James W. and Tina R. Hagie 1071 Centerbrook Circle Kingsport, TN 37663	Perm. 1,814 sq. ft. Temp. 1,209 sq. ft.	\$689.00 \$345.00
#106G; A- 052.00	Rustin W. and Julie Henry 1072 Centerbrook Circle Kingsport, TN 37663	Perm. 4,009 sq. ft. Temp. 5,204 sq. ft.	\$1,556.00 \$1,514.36
#106H; A-054.00	Richard N. and Jean B. Henson 1080 Centerbrook Circle Kingsport, TN 37663	Perm. 2,176 sq. ft. Temp. 2,551 sq. ft.	\$1,054.00 \$926.00
#106G; A-063.00	Rick D. and Becky R. Hill 1013 Centerbrook Circle Kingsport, TN 37663	Perm. 243 sq. ft. Temp. 400 sq. ft.	\$107.00 \$132.00
#106H; A-055.00	Marcus P. and Lillian C. Hopkins 949 Meadow Lane Kingsport, TN 37663	Perm. 2,170 sq. ft. Temp. 2,542 sq. ft.	\$1,059.00 \$930.00
#106G; H-034.00	Steven A. and Gwendolyn Janulis 318 Wynfield Court Kingsport, TN 37663	Perm. 51 sq. ft. Temp. 537 sq. ft.	\$25.00 \$197.00

#106H; A-037.00	Roger L. and Connie S. Jones 1008 Centerbrook Circle Kingsport, TN 37663	Perm. 1,765 sq. ft. Temp. 1,534 sq. ft.	\$847.00 \$553.00
#106G; A-057.00	David and Marilyn R. Kern 1061 Centerbrook Circle Kingsport, TN 37663	Perm. 1,620 sq. ft. Temp. 1,124 sq. ft.	\$583.00 \$304.00
#106G; A-061.00	Mark A. and Melissa A. Larkins 1021 Centerbrook Circle Kingsport, TN 37663	Perm. 3,519 sq. ft. Temp. 3,640 sq. ft.	\$1,154.00 \$896.00
#106H; A-035.00	Dennis K. and Debra K. McCoy 957 Meadow Lane Kingsport, TN 37663	Perm. 3,765 sq. ft. Temp. 1,671 sq. ft.	\$2,002.00 \$667.00
#106G; A-060.00	Robert W. and Beverly L. Meade 1031 Centerbrook Circle Kingsport, TN 37663	Temp. 1,359 sq. ft.	\$347.00
#106I; A-031.00	Carolyn J. Neal 109 Sandpiper Circle Kingsport, TN 37663	Perm. 1,195 sq. ft. Temp. 2,474 sq. ft.	\$782.00 \$728.00
#106G; A-079.00	Erritte C. and Joyce M. Osborne 917 Meadow Lane Kingsport, TN 37663	Perm. 1,803 sq. ft. Temp. 2,404 sq. ft.	\$808.00 \$808.00
#106H; A-033.00	Gene W. and Betty J. Phillips 101 Sandpiper Circle Kingsport, TN 37663	Temp. 1,210 sq. ft.	\$389.00
#106G; A-046.00	James M. III, and Sheila Postell 1044 Centerbrook Circle Kingsport, TN 37663	Perm. 56 sq. ft. Temp. 279 sq. ft.	\$21.00 \$79.00
#106G; A-050.00	Steven Terry Jessica D. Quillen 1064 Centerbrook Circle Kingsport, TN 37663	Perm. 6,580 sq. ft. Temp. 6,155 sq. ft.	\$2,500.00 \$1,755.00
#106H; A-069.00	Michael A. and Jayne L. Reeves 941 Meadow Lane Kingsport, TN 37663	Perm. 56 sq. ft. Temp. 250 sq. ft.	\$33.00 \$109.00
#106G; H-035.00	Charles A. and Lacey A. Ross 320 Wynfield Court Kingsport, TN 37663	Perm. 9,453 sq. ft. Temp. 12,592 sq. ft.	\$1,664.00 \$1,663.00
#106I; A- 029.00	Michael F. and Carolyn L. Russell 117 Sandpiper Circle Kingsport, TN 37663	Perm. 150 sq. ft. Temp. 533 sq. ft.	\$53.00 \$139.00
#106G; A-072.00	Jo Ann Sams 929 Meadow Lane Kingsport, TN 37663	Perm. 1,733 sq. ft. Temp. 1,155 sq. ft.	\$887.00 \$444.00
#106H; A-071.00	Charles L. and Anne E. Shaffer 933 Meadow Lane Kingsport, TN 37663	Perm. 144 sq. ft. Temp. 315 sq. ft.	\$74.00 \$121.00
#106H; A- 065.00	Robert A. Suzanne R. Siguenza 953 Meadow Lane Kingsport, TN 37663	Perm. 2,225 sq. ft. Temp. 2,460 sq. ft.	\$1,068.00 \$886.00
#106G; A-074.00	Cephas H. Sloan, III Post Office Box 6579 Kingsport, TN 37663-6579	Temp. 2,001 sq. ft.	\$727.00

#106G; A-058.00	Daniel P. and Laurie A. Street 1051 Centerbrook Circle Kingsport, TN 37663	Perm. 2,471 sq. ft. Temp. 1,579 sq. ft.	\$1,137.00 \$545.00
#106G; H-028.00	Frank D. and Leslie R. Tatum 321 Abbey Road Kingsport, TN 37663	Perm. 533 sq. ft. Temp. 744 sq. ft.	\$207.00 \$217.00
#106G; A-078.00	Joshua R. Tidwell 921 Meadow Lane Kingsport, TN 37663	Perm. 1,724 sq. ft. Temp. 2,204 sq. ft.	\$772.00 \$741.00
#106G; A-051.00	Bruce E. and Anne D. Treleaven 104 Quail Point Kingsport, TN 37663	Perm. 2,224 sq. ft. Temp. 2,965 sq. ft.	\$872.00 \$872.00
#106H; A-036.00	Adam C. and Rachel C. Wallen 1004 Centerbrook Circle Kingsport, TN 37663	Temp. 1,502 sq. ft.	\$510.00
#106I ; A-030.00	William K. and Patricia Whitfield 113 Sandpiper Circle Kingsport, TN 37663	Perm. 1,983 sq. ft. Temp. 2,403 sq. ft.	\$802.00 \$728.00
#106G; A-047.00	Buddy C. and Lizabeth M. Young 1052 Centerbrook Circle Kingsport, TN 37663	Perm. 2,862 sq. ft. Temp. 2,844 sq. ft.	\$1,443.00 \$1,075.00

