

BMA Report, January 22, 2019



Kingsport Employee Wellness, George DeCroes

	01/01/2018 – 12/31/2018	01/01/2019 – 01/15/2019
Total Utilization	93.7%	91.0%
City – Active Employees	60.7%	63.1%
City – Dependents	31.1%	30.1%
City – Retirees	2.3%	1.7%
Extended-Patient Services/Other	0.6%	0.3%
Work Comp	0.5%	0.0%
No Show	4.8%	4.8%

Worker's Compensation, Terri Evans

For the month of December 2018, the city had seven (7) recordable worker's compensation claims that involved lost time or restricted duty. Of the seven (7) claims involved six (6) were restricted duty and one (1) was lost time.

City of Kingsport

Project Status in Pictures



1 Bays Mountain Parking Improvements

The contractor has mobilized their equipment and started tree clearing for the project.

2 DB Stadium

The turf at J. Fred Johnson Stadium is being replaced after 10 years of use and will be complete by January 18.

3 Lynn View Stadium

The old stadium is in the process of being demolished and work on the new electrical building continues.

4 MeadowView Roadway Extension

The project is approximately 75% complete with the current task of installing the concrete sidewalk.

Status Updates on Active Projects sorted by Cost

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

Estimated Cost	Project Owner	Project Name	Project Description	Completion Date	CurrentStatus
\$1,203,149.00	Kitty Frazier	Kingsport Greenbelt - Eastern Extension - Phase 1	New 1 mile long Greenbelt section from the 0.4 mile marker (bottom of the hill from Exchange Place) to Cleek Road. [Fed. Grant & City funded]	11/1/2019	Preconstruction Meeting on Thursday 01-17-2019
\$1,074,738.00	Chad Austin	Phase 4 Water Improvements	Waterline replacement in Sullivan Gardens area.	12/6/2019	Working on contract.
\$961,140.00	Michael Thompson	Stone Drive - Phase 2 (SR 1, US 11W) Sidewalk Improvements	Construction of sidewalk along Stone Drive from Stonebrook Place Pvt. Dr. to Lynn Garden Dr. [95% State Funded 5%]	8/31/2020	Mattern & Craig has submitted update plans. Working to get approval to begin the right of way phase. Also initiated the process of combining with Phase 1 project.
\$881,182.00	Schools	J Fred Johnson Stadium - Turf Replacement	The replacement of approximately 162,100 square feet of artificial grass surface at J Fred Johnson Stadium (football and baseball fields) and associated logos/markings. Work also includes the removal and offsite disposal of the existing artificial surfac	3/1/2019	Removal of existing turf will be completed by Friday January 18.
\$697,475.00	Michael Thompson	Stone Drive - Phase 1 (SR 1, US 11W) Sidewalk Improvements	Construction of sidewalk along Stone Drive from Stonebrook Place Pvt. Dr. to American Way where current sidewalk gaps exist. Includes work to make existing driveways ADA accessible. [95% State Funded 5% City]	12/7/2019	This project is still moving thru the right of way phase and the process has been initiated to combine with Phase 2.
\$577,000.00	Niki Ensor	Tri-County Tank Replacement Project	Replacement of 160,000 gallon steel water storage tank in Tri-County Pressure Zone, located on Big Ridge Rd.	2/22/2019	Three levels of steel plates are in place. Two levels plus roof remain.
\$468,001.00	Rob Cole	Bays Mountain Parking Improvements	Construction of new asphalt parking lot and asphalt paving improvements to the overflow parking lot and access road.	4/30/2019	Clearing and grubbing is almost complete. Grading and rock hammering are ongoing.
\$445,158.10	Rob Cole	Bays Mountain Dam Rehabilitation (2017-C28)	Repairs and rehabilitation work to the Bays Mountain Dam structure.	2/15/2019	Walkway Railing Painting complete, Walkway concrete repairs underway
\$415,000.00	Chad Austin	SR 93- Fall Branch section (TDOT)	TDOT project to improve State Route 93 in the Fall Branch area. Impacted waterlines in this area will be are to be relocated as part of the TDOT project.	12/31/2020	Project moved to 2019; "B Date" package due 9/26/2018; TDOT Letting Date: December 2018
\$384,689.00		Area 10 Concrete - Phase 1	Concrete roadway and sidewalk repairs on Colfax Ave, Camden Dr, Clearwood Ave, and Broadwood Dr	2/18/2019	Contractor is working on replacing roadway panels and sidewalk panels.
\$352,000.00	Chad Austin	SR 93- Horse Creek/Derby Drive Section (TDOT)	TDOT project to improve State Route 93 in the Horse Creek/Derby Drive area. Project also includes improvements with the intersection with Derby Drive, along with a new bridge crossing Horse Creek. Impacted waterlines in this area will be are to be reloc	12/31/2021	Project moved to 2020; "B Date" package due 9/25/2019; TDOT Letting Date: December 2019
\$350,000.00	Rob Cole	Bays Mountain Septic System Upgrades	Replacement of septic system at Bays Mountain Park with installation of sewer lift station and force main to base of park road to allow for more capacity.	4/26/2019	Plan is to contract out force main installation and do lift station work in-house. Open bids in late Jan for March construction.

Estimated Cost	Project Owner	Project Name	Project Description	Completion Date	CurrentStatus
\$289,000.00	David Edwards	Bloomington Culvert Replacement	Exist. double 7' x 7' box culvert is failing adjacent to Bloomington Dr. Project will be a replacement of the double box within the ROW and will create a separation from the private section of the culvert that extends downstream from Bloomington Dr.	6/1/2019	Bids opened 1/16/19. Summers-Taylor is the low bidder at \$391,711.50.
\$262,770.00	Chris McCart	Lynn View Community Center Site Improvements Phase 2	New metal bleachers and two new pre-Engineered metal building for Electrical Room and Storage Building.	4/12/2019	Electrical panel relocation has begun in new Electrical Building. Steel has been installed on new Maintenance Building.
\$208,682.50	Tim Elsea	Indian Trail Drive at Stone Drive Intersection Improvements	Indian Trail Drive turn lane and sidewalk addition to improve intersection.	1/25/2019	Contractor to pave next week weather permitting.
	Niki Ensor	SLS Rehab and Replacement	Rehabilitation of SLS # 108 (Oak Glen Drive). Replacement of SLS #307 (Cooks Valley) and #308 (Lakeside Drive).	1/1/2020	Received drawings for review 12/21/18

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AGENDA

BOARD OF MAYOR AND ALDERMEN

BUSINESS MEETING

**Tuesday, January 22, 2019, 7:00 p.m.
City Hall, 225 W. Center St., Courtroom, 2nd Floor**

Board of Mayor and Aldermen

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

Alderman Betsy Cooper
Alderman Colette George
Alderman Tommy Olterman

City Administration

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

I. CALL TO ORDER

II.A. PLEDGE OF ALLEGIANCE TO THE FLAG

II.B. INVOCATION – Pastor Richard Dice, Christ Church

III. ROLL CALL

IV.A. RECOGNITIONS & PRESENTATIONS

None

IV.B. APPOINTMENTS

1. Appointments to the Kingsport Public Library Commission and the Regional Library Board (AF: 14-2019) (Mayor Clark)
 - Appointments

V. APPROVAL OF MINUTES

1. Work Session – January 7, 2019
2. Business Meeting – January 8, 2019

VI. COMMUNITY INTEREST ITEMS

A. PUBLIC HEARINGS

None

COMMENT

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

B. BUSINESS MATTERS REQUIRING FIRST READING

1. Construction Contract and Budget Ordinance for Water System Improvements Phase 4 Project (AF: 13-2019) (Ryan McReynolds)
 - Resolution
 - Ordinance – First Reading
2. Amend the FY 2019 the General Purpose School Fund and the General Project Fund Budgets (AF: 18-2019) (David Frye)
 - Ordinance – First Reading
3. Amend the FY 2019 School Special Projects Fund Budget (AF: 19-2019) (David Frye)
 - Ordinance – First Reading

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION

1. Abandoning a Sewer Easement at 1025 Executive Park Boulevard (AF: 10-2019) (Ryan McReynolds)
 - Ordinance – **Second Reading & Final Adoption**
2. Approving a Redesign of the City Seal (AF: 01-2019) (Jeff Fleming)
 - Ordinance – **Second Reading & Final Adoption**

D. OTHER BUSINESS

1. Award of Bid to Eagle Sign & Design for Exterior Sign Fabrication – Kingsport Greenbelt Phase 1 (AF: 23-2019) (Chris McCartt)
 - Resolution
2. Agreement with Sourcewell for Cooperative Purchasing (AF: 16-2019) (Chris McCartt)
 - Resolution

3. Awarding the Bid for the Purchase of Propane Conversion Kits for FY19 (AF: 21-2019) (Ryan McReynolds, Steve Hightower)
 - Resolution
4. Accept Donation of a Sculpture “Moondance” by Mike Roig into Permanent Public Art Collection (AF: 05-2019) (Heather Cook)
 - Resolution
5. Amending CDM Smith Agreement to Include Bidding Services, Project Inspection and Engineering during Construction for Water and Wastewater Facilities SCADA Design and Master Plan Implementation (AF: 20-2019) (Ryan McReynolds)
 - Resolution

VII. CONSENT AGENDA

None

VIII. COMMUNICATIONS

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

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

IX. ADJOURN



AGENDA ACTION FORM

Appointments to the Kingsport Public Library Commission and Regional Library Board

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

Action Form No.: AF-14-2019
 Work Session: January 22, 2019
 First Reading: N/A

Final Adoption: January 22, 2019
 Staff Work By: Committee
 Presentation By: Mayor Clark

Recommendation:

Approve appointments.

Executive Summary:

It is recommended to reappoint Alderman Betsy Cooper, Margaret Counts, and Dr. Dorothy Dobbins to their second three-year term. And to appoint Kate Harden to a three-year term replacing Carla Karst; appoint Melissa Hambley to fulfill Sandra Brown's unexpired term; appoint Jaclyn Clendenen to fulfill Paris Bishop's unexpired term. If approved by the Board of Mayor and Aldermen the recommended table reflects all term dates.

The commission is composed of seven (7) members; all required to be residents of the City of Kingsport and there is no limit to the number of terms members can serve.

Current Commission				
Member	Eligibility	Term Expires	Appointed	Terms Served
Dr. Dorothy Dobbins	City Resident	4/30/19	5/17/16	1
Carla Karst	City Resident	6/30/18	8/17/10	3
Margaret Counts	City Resident	6/30/18	7/1/17	1
Sandra Brown	City Resident	6/30/19	6/6/17	1
Paris Bishop	City Resident	5/31/20	5/16/17	1
Lane Dukart	City Resident	5/31/20	5/16/17	1
Betsy Cooper	City Resident	5/31/18	10/3/17	fulfilling term

Recommended Commission				
Member	Eligibility	Term Expires	Appointed	Terms Served
Dr. Dorothy Dobbins	City Resident	4/30/22	5/17/16	2
Kate Harden	City Resident	1/31/22	1/8/19	1
Margaret Counts	City Resident	6/30/21	7/1/17	2
Melissa Hambley	City Resident	6/30/19	1/8/19	fulfilling term
Jaclyn Clendenen	City Resident	5/31/20	1/8/19	fulfilling term
Lane Dukart	City Resident	5/31/20	5/16/17	1
Betsy Cooper	City Resident	5/31/21	10/3/17	1

The Kingsport Public Library is also responsible for providing a representative from Sullivan County to the Regional Library for a three-year term (alternating terms with Bristol Public Library). So not to overwhelm a Library Commission member it is recommended to appoint Gail Campbell as a representative who will represent Kingsport.

Attachments:

1. Bios for Kate Harden, Melissa Hambley, Jaclyn Clendenen & Gail Campbell

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

Kate Harden

My name is Kate Harden and I've lived in Kingsport for close to 20 months now. We moved here from the big city of Houston, TX. I graduated from The Ohio State University with a BS in Human Development and Family Science with a concentration in Early Childhood Development, back in 2005. Currently, I am working part time for Kingsport City Schools as a teacher's assistant in a first grade classroom, where I primarily teach small group phonics. I also write, and feel most alive when I'm doing so. I am married to Derek Harden, who is the pastor at Christ Fellowship Church here in Kingsport. We share three sweet children. I believe that books are friends, teachers, travel agents, and mentors. My own life has been formed and enriched by stories, books, and poetry. I grew up in a literary home, watching my mother voraciously read throughout my childhood. I also came to appreciate the ability to read and take in information, as I watched my Father work through dyslexia. My time at Ohio State only made my love for words grow, especially after taking a children's literature course. I homeschooled my kids for 5 years, and the library is where we learned about the world, about people, about different perspectives, and faraway places. Even still, as my children are in the public school arena right now, we head to the library every few weeks and leave with a bulging suitcase filled with all manner of things! I very much enjoy sharing in my joy of words, and seeing others soar because of something they've taken in from a story, book, or poem. I believe in the paramount importance of our public library and am excited to defend and promote her well-being and impact.

Melissa Hambley

Melissa Hamby is the Supervisor of Library Services at Eastman Chemical Company. Previously, Melissa was an Information Scientist at Eastman. Born and raised in Kingsport, TN, Melissa has served with many local organizations and is past President of the Sullivan County Imagination Library. Melissa received a bachelor's degree from the University of Tennessee at Chattanooga and holds a Master's in Information Sciences from the University of Tennessee.

Jaclyn Clendenen

Jaclyn Clendenen has been employed with Kingsport City Schools for 23 years. She has worked at several schools in different capacities, both in and out of the classroom. She is currently the Family Liaison at Andrew Jackson Elementary. Jaclyn received a BA in English from Emory and Henry College, MA in Early Childhood Education from Milligan College, and an EdS from Lincoln Memorial University. She attends First Broad Street United Methodist Church, where she serves on the Children's Council and volunteers at Friendship Diner. Jaclyn is also a board member for Girls Incorporated.

Gail Campbell

Gail is a native Tennessean, growing up in Kingsport, TN in the 1960s. She went to the University of Tennessee Knoxville where she received a BS degree in Home Economics and a Master's degree in Library Science. After working as a reference librarian for over 35 years, she retired from Johnson City Public Library in March 2013. Working with the patrons and developing the collection were her favorite work activities. Gail is a lifelong learner, belongs to two book clubs, and loves to talk about books. She has been married for 46 years and has two grown children and one grandson. Since retiring, she has enjoyed traveling and spending time with her family and friends in her backyard swimming pool.

Minutes of the Regular Work Session of the
Board of Mayor and Aldermen, City of Kingsport, Tennessee
Monday, January 7, 2019, 4:30 PM
Council Room – City Hall

PRESENT: Board of Mayor and Aldermen

Mayor John Clark

Vice-Mayor Mike McIntire

Alderman Jennifer Adler

Alderman Joe Begley

Alderman Betsy Cooper

Alderman Colette George

Alderman Tommy Olterman

City Administration

Jeff Fleming, City Manager

J. Michael Billingsley, City Attorney

James H. Demming, City Recorder

1. **CALL TO ORDER:** 4:30 p.m. by Mayor Clark.
2. **ROLL CALL:** By Deputy City Recorder Marshall.
3. **INVENTOR CENTER.** Heath Quinn gave a presentation on this item, noting they will be open this month with a major event scheduled for the beginning of March. He discussed the six focus groups the center provides resources for as well as how memberships are structured.
4. **FY18 COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR).** Lisa Winkle, City Comptroller, provided information on the highlights of this report pointing out there were no findings. Mr. David Elkins, Manager at Brown Edwards, provided further details. Some discussion ensued.
5. **REVIEW OF AGENDA ITEMS ON THE JANUARY 8, 2019 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.B.2 Approve a Redesign of the City Seal (AF: 01-2018). City Manager Fleming described the updates that will be made to the seal, noting there is no real expense associated with this change. City Attorney Billingsley asked that someone make an amendment at the business meeting to reflect a changed effective date to July 1, 2019 to allow for time to have the current seal replaced.

VI.B.3 Amend Zoning Code Pertaining to Allowing Garages, Carports and Swimming Pools in Residential Side Yards (AF: 08-2019). Zoning Administrator Ken Weems presented this item to amend the code regarding issues that have been brought before the zoning appeals board. He stated the cases have all been approved through the hearing process. Alderman George was concerned specifically with how this affects corner lots regarding swimming pools. Alderman Adler asked how many cases are heard each year. After considerable discussion, this item was pulled from the agenda for further review by staff.

**Minutes of the Regular Work Session of the Board of Mayor and Aldermen of
Kingsport, Tennessee, Monday, January 7, 2019**

VI.D.5 Request Legislation Pertaining to Library Operations and Pedal Carriages and Rickshaws (AF: 09-2019). City Manager Fleming provided details on this item, noting this was basically a matter of housekeeping regarding previously approved legislation.

6. ADJOURN. Seeing no other matters presented for discussion at this work session, Mayor Clark adjourned the meeting at 6:13 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, January 8, 2019, 7:00 PM
Large Court Room – City Hall

PRESENT:

Board of Mayor and Aldermen

Mayor John Clark, Presiding

Vice Mayor Mike McIntire

Alderman Jennifer Adler

Alderman Joe Begley

Alderman Betsy Cooper

Alderman Colette George

Alderman Tommy Olterman

City Administration

Jeff Fleming, City Manager

J. Michael Billingsley, City Attorney

James Demming, City Recorder/Chief Financial Officer

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

II.A. PLEDGE OF ALLEGIANCE TO THE FLAG: City Recorder Demming.

II.B. INVOCATION: Jack Weikel, First Broad Street United Methodist Church.

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

IV.A. RECOGNITIONS AND PRESENTATIONS.

1. Citizen Recognition of Dr. David Garrahan (Chief Quillin)

IV.B. APPOINTMENTS/REAPPOINTMENTS.

1. **Appointments to the Senior Center Advisory Council** (AF: 07-2019)
(Mayor Clark).

Motion/Second: McIntire/George, to approve:

REAPPOINTMENTS OF FRANCES COTTRELL, MARY PORTER, PAT BREEDING
AND BRENDA CUNNINGHAM TO THEIR THIRD AND FINAL TWO-YEAR TERM ON
THE **SENIOR CENTER ADVISORY COUNCIL** EFFECTIVE IMMEDIATELY AND
EXPIRING ON JANUARY 1, 2021.

Passed: All present voting “aye.”

V. APPROVAL OF MINUTES.

Motion/Second: Adler/Cooper, to approve minutes for the following meetings:

A. December 17, 2018 Regular Work Session

B. December 18, 2018 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, January 8, 2019**

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. Abandon a Sewer Easement at 1025 Executive Park Boulevard
(AF: 10-2019) (Ryan McReynolds).

Motion/Second: George/McIntire, to pass:

AN ORDINANCE ABANDONING A SANITARY SEWER LINE EASEMENT ON PROPERTY OWNED BY SBH-KINGSPORT, LLC WITH A STREET ADDRESS OF 1205 EXECUTIVE PARK BOULEVARD, KINGSPORT, TENNESSEE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

2. Approve a Redesign of the City Seal (AF: 01-2018) (Jeff Fleming).
Alderman George made a motion to amend, seconded by Vice-Mayor McIntire, that this ordinance take effect on July 1, 2019.

Motion/Second: McIntire/Adler, to pass as amended:

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, SECTION 2-1 RELATING TO THE CITY SEAL AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

~~**3. Amend Zoning Code Pertaining to Allowing Garages, Carports and Swimming Pools in Residential Side Yards**~~ (AF: 08-2019) (Ken Weems).

This agenda item was withdrawn on January 8, 2019.

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION.

1. Amend General Projects Fund Budget and Re-appropriate Existing Funds from the Bays Mountain Park & Planetarium Septic System Project to the Bays Mountain Park & Planetarium Parking Lot Improvement Project (AF: 275-2018) (Chris McCartt).

Motion/Second: McIntire/Cooper, to pass:

ORDINANCE NO. 6775, AN ORDINANCE TO AMEND THE GENERAL PROJECT FUND FOR THE YEAR ENDING JUNE 30, 2019; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, January 8, 2019**

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

**2. Accept Private Monetary Donation for the Police K-9 Program
and Appropriate the Funds (AF: 276-2018) (David Quillin).**

Motion/Second: McIntire/Cooper, to pass:

ORDINANCE NO. 6776, AN ORDINANCE TO AMEND THE GENERAL PROJECT-SPECIAL REVENUE FUND BUDGET BY APPROPRIATING DONATED FUNDS FOR THE YEAR ENDING JUNE 30, 2019; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

D. OTHER BUSINESS.

1. Reject Bid for Fume Exhauster Repair for Fire Stations (AF: 02-2019) (Scott Boyd).

Motion/Second: George/Olterman, to pass:

Resolution No. 2019-091, A RESOLUTION REJECTING ALL BIDS RELATED TO THE FUME EXHAUSTER REPAIR FOR FIRE STATIONS

Passed: All present voting “aye.”

2. Apply for and Receive Partnership Grant from the Tennessee Arts Commission (AF: 03-2019) (Chris McCartt)

Motion/Second: McIntire/Cooper, to pass:

Resolution No. 2019-092, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A PARTNERSHIP GRANT FROM THE TENNESSEE ARTS COMMISSION

Passed: All present voting “aye.”

3. Apply for and Receive Creative Placemaking Grant from the Tennessee Arts Commission (AF: 04-2019) (Chris McCartt).

Motion/Second: Adler/Cooper, to pass:

Resolution No. 2019-093, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE CREATIVE PLACEMAKING GRANT FROM THE TENNESSEE ARTS COMMISSION

Passed: All present voting “aye.”

4. Amend Agreement with Prairie Farms Dairy to Renew for an Additional Year (AF: 06-2019) (David Frye, Jennifer Walker).

Motion/Second: Olterman/Begley, to pass:

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, January 8, 2019**

Resolution No. 2019-094, A RESOLUTION APPROVING AN ADDENDUM TO THE AGREEMENT WITH PRAIRIE FARMS DAIRY FOR DAIRY 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.”

5. Request Legislation Pertaining to Library Operations and Pedal Carriages and Rickshaws (AF: 09-2019) (Jeff Fleming).

Motion/Second: George/McIntire, to pass:

Resolution No. 2019-095, A RESOLUTION AUTHORIZING THE CITY MANAGER TO REQUEST LEGISLATION BY THE TENNESSEE GENERAL ASSEMBLY PERTAINING TO LIBRARY OPERATIONS AND PEDAL CARRIAGES AND RICKSHAWS AND TAKE ALL ACTION NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

Passed: All present voting “aye.”

6. Approve Easements to Atmos Energy Corporation for Meadowview Roadway Extension (AF: 11-2019) (Ryan McReynolds).

Motion/Second: McIntire/Olterman, to pass:

Resolution No. 2019-096, A RESOLUTION APPROVING TWO RIGHT OF WAY AND EASEMENT DOCUMENTS TO ATMOS ENERGY CORPORATION ON CITY OWNED PROPERTY FOR A DISTRIBUTION PIPELINE AND RELATED TO THE USE OF THE PIPELINE; AUTHORIZING THE MAYOR TO EXECUTE RIGHT OF WAY AND EASEMENT DOCUMENTS TO ATMOS ENERGY CORPORATION AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

Passed: All present voting “aye.”

7. Accept FY18 Comprehensive Annual Financial Report (AF: 12-2019) (Jim Demming, Vice Mayor McIntire).

Motion/Second: Olterman/George, to pass:

FY18 COMPREHENSIVE ANNUAL FINANCIAL REPORT

Passed: All present voting “aye.”

VII. CONSENT AGENDA. None.

VIII. COMMUNICATIONS.

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, January 8, 2019**

A. CITY MANAGER. Mr. Fleming stated his appreciation for Jim Demming and Lisa Winkle and the entire Finance Department for the successful audit report that was presented earlier.

B. MAYOR AND BOARD MEMBERS. Alderman Begley thanked and congratulated Mr. Demming on a great financial report to which Alderman Olterman agreed. Alderman George echoed these remarks and also commented on an upcoming fundraiser for the Kingsport Theatre Guild this weekend. Alderman Adler also thanked Mr. Demming and commented on the Inventor Center. Alderman Cooper congratulated Jeff McCord on his appointment in Nashville. She also provided information on upcoming Martin Luther King, Jr. day activities. Vice-Mayor McIntire congratulated Keep Kingsport Beautiful, Development Services Director Lynn Tully and the Farmers Market on their recent awards and recognitions. Mayor Clark stated he hoped everyone had a happy new year and he looks forward to 2019.

C. VISITORS. Mr. Timothy Sanders commented on the roads.

IX. ADJOURN. Seeing no other business for consideration at this meeting, Mayor Clark adjourned the meeting at 7:47 p.m.

ANGELA MARSHALL
Deputy City Recorder

JOHN CLARK
Mayor



AGENDA ACTION FORM

Construction Contract and Budget Ordinance for Water System Improvements Phase 4 Project

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

Action Form No.: AF-13-2019
Work Session: January 22, 2019
First Reading: January 22, 2019

Final Adoption: February 5, 2019
Staff Work By: P. Gilmer, J. Smith
Presentation By: Ryan McReynolds

Recommendation: Approve the Budget Ordinance and Resolution.

Executive Summary:

As part of the City's ongoing Water System Master Plan Improvements, several areas in the Sullivan Gardens and Mill Creek Rd area were identified as needing replacement. The Master Plan Water Upgrades was included in the FY19 CIP budget for the Water Fund.

Bids were opened December 11, 2019, for the Water Systems Improvements Phase 4 project. The project consists of construction of approximately 8,232 L.F. of 6-inch ductile iron water line, 4,671 L.F. of 4-inch PVC water line, 2,548 L.F. of 2-inch PVC water line, and all related appurtenances to serve the Sullivan Gardens and Mill Creek areas. The project shall be completed in 300 calendar days.

City staff reviewed the bids and recommends awarding the contract to the apparent low bidder, Mike Smith Pump Service, in the amount of \$1,074,738.00 –


Base Bid	\$1,074,738.00
Engineering Fees 6%	159,491.22
Contingency 6%	<u>64,484.28</u>
Total Project Cost	\$1,298,713.50

A budget ordinance appropriating available funds to WA1909 is requested from the following projects: Transferring from WA1502 \$4,350.00; WA1803 \$132,935.00; and WA1704 \$1,127,250.00.

Engineering estimate for referenced project \$1,519,400.00.

Attachments:

1. Resolution
2. Budget Ordinance
3. Bid Tabulation
4. Location Map

Funding source appropriate and funds are available: 

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

RESOLUTION NO. _____

A RESOLUTION AWARDDING THE BID FOR THE WATER SYSTEM IMPROVEMENTS PHASE 4 CONSTRUCTION PROJECT TO MIKE SMITH PUMP SERVICE AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, bids were opened December 11, 2018, for the water systems improvements phase 4 construction project; and

WHEREAS, upon review of the bids, the board finds Mike Smith Pump Service is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to enter into a contract for construction of approximately 8,232 linear feet of 6-inch ductile iron water line, 4,671 linear feet of 4-inch PVC water line, 2,548 linear feet of 2-inch PVC water line, and all related appurtenances to serve the Sullivan Gardens and Mill Creek areas with Mike Smith Pump Service at an estimated construction cost of \$1,074,738.00; and

WHEREAS, funding is identified in project WA1909.

Now therefore,

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

SECTION I. That the bid for the water systems improvements phase 4 construction project, consisting of construction of approximately 8,232 linear feet of 6-inch ductile iron water line, 4,671 linear feet of 4-inch PVC water line, 2,548 linear feet of 2-inch PVC water line, and all related appurtenances to serve the Sullivan Gardens and Mill Creek areas at an estimated cost of \$1,074,738.00 is awarded to Mike Smith Pump Service, and the mayor is authorized to execute an agreement for the same and all documents necessary and proper to effectuate the purpose of the agreement.

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

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

ADOPTED this the 22nd day of January, 2019.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

ORDINANCE NO. _____

AN ORDINANCE TO AMEND VARIOUS WATER
PROJECTS FOR THE YEAR ENDING JUNE 30, 2019; AND
TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Water Project Fund be amended by transferring \$4,815 from the Colonial Heights PH 3 Water project (WA1502), \$132,936 from the Pendragon Water Improvements project (WA1803) and \$1,162,250 from the Master Plan Water Upgrades project WA1704 to the System Improvements PH 4 project (WA1909).

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
<u>Fund 451: Water Project Fund</u>			
<u>Colonial Hgts PH3 (WA1502)</u>			
<u>Revenues:</u>	\$	\$	\$
451-0000-391-0529 Series 2013 B GO Pub Imp	43,770	(4,815)	38,955
<u>Totals:</u>	43,770	(4,815)	38,955

<u>Expenditures:</u>	\$	\$	\$
451-0000-605-2023 Arch/Eng/Landscaping	5,400	(465)	4,935
451-0000-605-9003 Improvements	38,370	(4,350)	34,020
<u>Totals:</u>	43,770	(4,815)	38,955

<u>Fund 451: Water Project Fund</u>			
<u>Pendragon Water Improv. (WA1803)</u>			
<u>Revenues:</u>	\$	\$	\$
451-0000-391-0529 Series 2013 B BO Pub Imp	51,299	0	4,613,619
451-0000-391-0531 Series 2014 B GO Bonds	432,224	0	810,000
451-0000-391-0545 Series 2016 GO (Nov 4)	1,244,977	(132,936)	1,112,041
<u>Totals:</u>	1,728,500	(132,936)	6,535,660

<u>Expenditures:</u>	\$	\$	\$
451-0000-605-2023 Arch/Eng/Landscaping	219,900	(22,281)	197,619
451-0000-605-9003 Improvements	1,508,600	(110,655)	1,397,945
<u>Totals:</u>	1,728,500	(132,936)	1,595,564

<u>Fund 451: Water Project Fund</u>			
<u>Master Plan Water Upgrades (WA1704)</u>			
<u>Revenues:</u>	\$	\$	\$
451-0000-391-0540 Series 2015 A (OCT) GO Pub Imp	288,552	0	288,552
451-0000-391-0545 Series 2016 GO (Nov 4)	485,023	(417,250)	67,773
451-0000-391-0547 Series 2017 B GO Bonds	745,000	(745,000)	0
451-0000-391-4500 From Water Fund	36,395	0	36,395
<u>Totals:</u>	1,554,970	(1,162,250)	392,720

<u>Expenditures:</u>	\$	\$	\$
451-0000-605-2023 Arch/Eng/Landscaping	89,030	0	89,030
451-0000-605-9001 Land	970	0	970
451-0000-605-9003 Improvements	1,464,970	(1,162,250)	302,720
<i>Totals:</i>	1,554,970	(1,162,250)	392,720

Fund 451: Water Project Fund
Systems Improvements PH 4 (WA1909)

<u>Revenues:</u>	\$	\$	\$
451-0000-391-0529 Series 2013 B GO Pub Imp	0	4,815	4,815
451-0000-391-0545 Series 2016 GO (Nov 4)	0	132,936	132,936
451-0000-391-0545 Series 2016 GO (Nov 4)	0	417,250	417,250
451-0000-391-0547 Series 2017 B GO Bonds	0	745,000	745,000
<i>Totals:</i>	0	1,300,001	1,300,001

<u>Expenditures:</u>	\$	\$	\$
451-0000-605-2023 Arch/Eng/Landscaping	0	160,000	160,000
451-0000-605-9003 Improvements	0	1,140,001	1,140,001
<i>Totals:</i>	0	1,300,001	1,300,001

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:

MINUTES
BID OPENING
December 11, 2018
4:00 P.M.

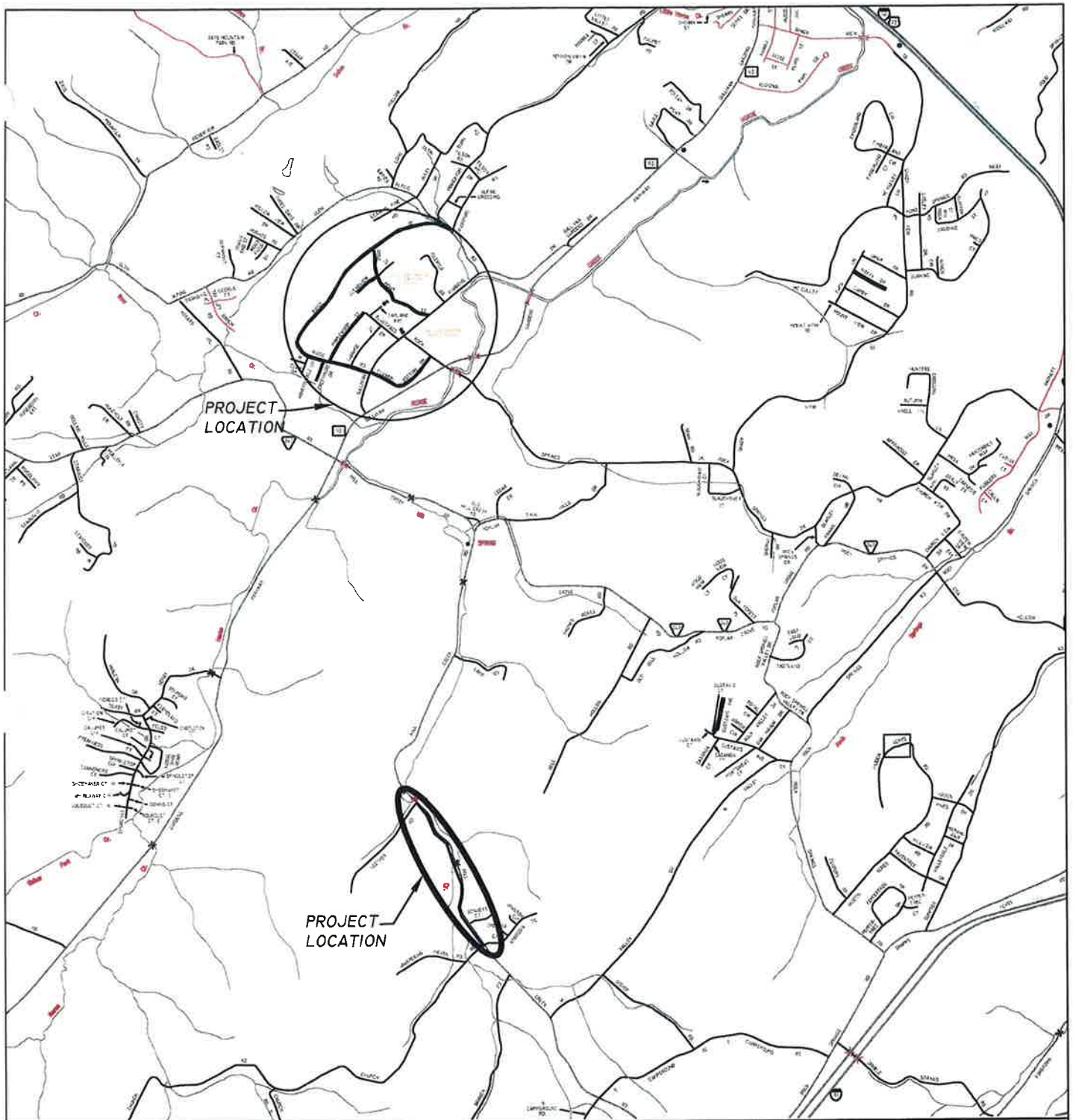
Present: Brent Morelock, Procurement Manager; Michelle Gillenwater, Administrative Assistant,
Procurement Department; Pamela Gilmer, Engineering Department

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

The Procurement Manager opened with the following bids:

WATER SYSTEM IMPROVEMENTS – PHASE 4		
Vendor:	Lump Sum:	Comments:
McFall Excavating, Inc.	\$1,445,920.00	N/A
Thomas Construction Co., Inc.	\$1,443,635.00	N/A
King General Contractors, Inc.	\$1,131,234.10	N/A
Little B Enterprises, Inc.	N/A	Part 2 – Subcontractors on Bid Envelope was not filled out. Cannot accept bid.
Merkel Bros. Construction, Inc.	\$1,348,157.80	N/A
American Environmental, LLC	\$1,577,491.00	N/A
Mike Smith Pump Service, LLC	\$1,074,738.00	N/A
Glass Machinery & Excavation	\$1,179,578.00	N/A

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



WATER SYSTEM IMPROVEMENTS PHASE 4



AGENDA ACTION FORM

Amend the FY 2019 the General Purpose School Fund and the General Project Fund Budgets

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

Action Form No.: AF-18-2019
 Work Session: January 22, 2019
 First Reading: January 22, 2019

Final Adoption: February 5, 2019
 Staff Work By: David Frye
 Presentation By: David Frye

Recommendation:

Approve the Ordinance.

Executive Summary:

The Board of Education approved fiscal year 2019 budget amendment number one at their meeting on January 8, 2019. This amendment transfers funds from the General Purpose School Fund Unreserved Fund Balance, in the amount of \$285,751 to the General Project Fund (\$186,271) and to the School Special Projects Fund (\$99,480). The funds being transferred to the General Project Fund will fund a portion of a project for technology upgrades. These funds along with \$470,602 in e-rate funds will fund upgrades at the secondary schools. The elementary schools were upgraded two years ago. The funds being transferred to the School Special Projects Fund (\$99,480) will be combined with new State funds (\$188,703) to provide for school safety expenditures.

Attachments:

1. Ordinance
2. BOE Budget Amendment Number One – FY 2019

Funding source appropriate and funds are available: je

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

ORDINANCE NO. _____

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

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

SECTION I. That the General Purpose School Fund Budget be amended by increasing the estimated revenue for Fund Balance Appropriations by \$285,751, and by increasing the appropriation for Fund Transfers by \$285,751. That the General Project Fund Budget be amended by increasing the estimated revenue for the Dobyns-Bennett Track Upgrades project (GP1739) – Transfers from School Fund by \$186,271; E-rate Funds by \$470,602 and by increasing the appropriations for Equipment by \$656,873.

Fund 141: General Purpose School Fund

Revenues:

	\$	\$	\$
141-0000-392-0100 Fund Balance Appropriations	444,792	285,751	730,543
Total:	444,792	285,751	730,543

Expenditures:

141-7950-881-0590 Fund Transfers	391,192	285,751	676,943
Total:	391,192	285,751	676,943

Fund 311: General Project Fund
School Technology Upgrades Project (GP1922)

Revenues:

	\$	\$	\$
311-0000-331-5600 E-Rate Funds	0	470,602	470,602
311-0000-391-2100 Transfers from School Fund	0	186,271	186,271
Total:	0	656,873	656,873

Expenditures:

311,0000-601-9004 Equipment	0	656,873	656,873
Total:	0	656,873	656,873

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: _____

January 8, 2019

**KINGSPORT CITY SCHOOLS
FISCAL YEAR 2018-2019
BUDGET AMENDMENT NUMBER ONE**

ITEM ONE: SAFE SCHOOLS GRANTS

Kingsport City Schools has been receiving a Safe Schools grant from the State of Tennessee since 1999. The grant has been in the \$30,000 range and has had a required local match of approximately \$10,000. For FY 2019 this grant has been increased to \$62,733 and has a required local match \$34,120. The FY 2019 budget includes a local match of \$20,000. This will require an additional appropriation of \$14,120. This appropriation will need to be increased in the FY 2020 budget. In addition to the recurring grant, the State appropriated one-time funds for a School Safety grant. The amount of this grant is \$155,940 and requires a local match of \$85,360. The total required local match for FY 2019 is \$119,480. There is a current budget of \$20,000, so there needs be an additional appropriation of \$99,480.

GENERAL PURPOSE SCHOOL FUND

FUND BALANCE APPROPRIATION

The audited Unreserved Fund Balance at June 30, 2018, was \$6,127,644. This amount is almost eight percent of the FY 2019 General Purpose School Fund budget. This is a source of revenue that can be used to fund the local match for the Safe Schools and School Safety grant. Three percent of the FY 2019 budget is \$2,302,581. To fund the local match it will be necessary to appropriate \$99,480 of The Unreserved Fund Balance.

It is recommended that the estimate for Fund Balance Appropriations be increased by \$99,480.

FUND TRANSFERS

It is recommended that the appropriation for Fund Transfers be increased by \$99,480 and that these funds be transferred to the School Special Projects Fund for FY 2019 Safe Schools and School Safety grants.

SCHOOL SPECIAL PROJECT FUND

SAFE SCHOOLS GRANT

Kingsport City School has been receiving this grant since 1999. Traditionally this grant has been around \$30,000, with a required local match of about \$10,000. The budget for FY 2019 includes an appropriation of \$49,970. This includes \$29,970 from the State and \$20,000 from local funds. The State increased funds for this grant to \$97,853. This amount includes \$62,733 in State funds and \$34,120 in local funds. The majority of these funds will be spent on 3 limited service employee SROs. The remaining funds will be other safety equipment.

It is recommended that the estimated revenues and appropriations for the FY 2019 Safe Schools grant be increased by \$47,833.

SCHOOL SAFETY GRANT

For FY 2019 the State appropriated additional one-time funds for a School Safety grant. Kingsport's allocation is \$155,940 and requires a local match of \$85,360, for a total of \$241,300. These funds will be used to fund items recommended by the KCS Safety Task force. The majority of these recommendations focus on school entrances.

It is recommended that the estimated revenues and appropriations for the FY 2019 School Safety grant be increased by \$241,300.

ITEM TWO: TECHNOLOGY UPGRADES

Two years ago KCS upgraded its technology infrastructure at the elementary schools and Palmer Center. It is now time to complete upgrades at all secondary locations and the Administrative Support Center. The low bid for the project is \$619,691. With a 6% contingency the total project budget will be \$656,873. The maximum the E-rate will fund is approximately \$470,602. The total local funding is \$186,271.

GENERAL PURPOSE SCHOOL FUND

FUND BALANCE APPROPRIATION

The audited Unreserved Fund Balance at June 30, 2018, was \$6,127,644. This amount is almost eight percent of the FY 2019 General Purpose School Fund budget. This is a source of revenue that can be used to fund the local portion of the proposed E-rate project. Three percent of the FY 2019 budget is \$2,302,581. To fund the proposed project, it will be necessary to appropriate \$186,271 of The Unreserved Fund Balance.

It is recommended that the estimate for Fund Balance Appropriations be increased by \$186,271.

FUND TRANSFERS

It is recommended that the appropriation for Fund Transfers be increased by \$186,271 and that these funds be transferred to the General Project Fund for FY 2019 Technology Upgrades.

CAPITAL PROJECTS FUND

FY 2019 SCHOOL'S TECHNOLOGY UPGRADES

A capital project will be established to account for the revenue and expenditures for the FY 2019

Technology Upgrades. The total budget for this project will be \$656,873, with funding coming from a transfer from the General Purpose School Fund (\$186,271) and from E-rate funds (\$470,602). It is recommended that the estimated revenue for Transfers from the School Fund be increased by \$186,271 and that the estimated revenue for E-rate funds be increased by \$470,602. It is also recommended that the appropriation for Equipment be increased by \$656,873.



AGENDA ACTION FORM

Amend the FY 2019 School Special Projects Fund Budget

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

Action Form No.: AF-19-2019
 Work Session: January 22, 2019
 First Reading: January 22, 2019

Final Adoption: February 5, 2019
 Staff Work By: David Frye
 Presentation By: David Frye

Recommendation:

Approve the Ordinance.

Executive Summary:

On January 8, 2019, the Board of Education approved an amendment to the FY 2018-2019 Schools' Special Project Fund budget. This amendment increases the estimated revenue and appropriations for the Safe Schools grant by \$47,883. This brings the total for the Safe Schools grant to \$97,853. This amendment also establishes a new grant for School Safety. This is a one-time grant in the amount of \$241,300. The Safe Schools grant will be used to fund 3 part-time SRO's and maintaining our video surveillance system. The School Safety grant funds will be used for capital improvements. This includes upgrading the school entrances with safety film on glass and bullet resistant glass at the reception areas. Other expenses will come from recommendations of the School Safety committee.

Attachments:

1. Ordinance
2. BOE Budget Amendment Number One

Funding source appropriate and funds are available: 

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

ORDINANCE NO. ****

PRE-FILED
CITY RECORDER

AN ORDINANCE TO AMEND THE FY 2018 SCHOOL SPECIAL PROJECTS FUND BUDGET; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the FY 2019 School Special Projects Fund budget be amended by increasing/(decreasing) appropriations for Grant funds to the following Grant projects.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
CSH018 Coordinated School Health	100,000	0	100,000
FRC018 Family Resource Center	29,612	0	29,612
HAG018 Homeless Assistance	55,000	0	55,000
KTIP18 Kingsport Truancy Intervention	53,720	0	53,720
PK5118 Pre-K Expansion Grant System-Wide	583,875	0	583,875
RRCN18 Read to be Ready Coaching Network	10,000	0	10,000
ASPS19 SPARK Afterschool Physical Activity Grant	25,000	0	25,000
SSA018 Safe Schools Act	29,970	0	29,970
STEM18 Summer STEM Camp	50,000	0	50,000
TSTW18 Transition School to Work	189,903	0	189,903
Transfer from General School Fund	121,445	99,480	220,925
Totals:	1,248,525	99,480	1,348,005
<u>Expenditures:</u>	\$	\$	\$
Instruction	627,978	0	627,978
Support Services	620,547	99,480	720,027
Non-Instructional Services	0	0	0
Capital Outlay	0	0	0
Other	0	0	0
Totals:	1,248,525	99,480	1,348,005

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:

January 8, 2019

**KINGSPORT CITY SCHOOLS
FISCAL YEAR 2018-2019
BUDGET AMENDMENT NUMBER ONE**

ITEM ONE: SAFE SCHOOLS GRANTS

Kingsport City Schools has been receiving a Safe Schools grant from the State of Tennessee since 1999. The grant has been in the \$30,000 range and has had a required local match of approximately \$10,000. For FY 2019 this grant has been increased to \$62,733 and has a required local match \$34,120. The FY 2019 budget includes a local match of \$20,000. This will require an additional appropriation of \$14,120. This appropriation will need to be increased in the FY 2020 budget. In addition to the recurring grant, the State appropriated one-time funds for a School Safety grant. The amount of this grant is \$155,940 and requires a local match of \$85,360. The total required local match for FY 2019 is \$119,480. There is a current budget of \$20,000, so there needs be an additional appropriation of \$99,480.

GENERAL PURPOSE SCHOOL FUND

FUND BALANCE APPROPRIATION

The audited Unreserved Fund Balance at June 30, 2018, was \$6,127,644. This amount is almost eight percent of the FY 2019 General Purpose School Fund budget. This is a source of revenue that can be used to fund the local match for the Safe Schools and School Safety grant. Three percent of the FY 2019 budget is \$2,302,581. To fund the local match it will be necessary to appropriate \$99,480 of The Unreserved Fund Balance.

It is recommended that the estimate for Fund Balance Appropriations be increased by \$99,480.

FUND TRANSFERS

It is recommended that the appropriation for Fund Transfers be increased by \$99,480 and that these funds be transferred to the School Special Projects Fund for FY 2019 Safe Schools and School Safety grants.

SCHOOL SPECIAL PROJECT FUND

SAFE SCHOOLS GRANT

Kingsport City School has been receiving this grant since 1999. Traditionally this grant has been around \$30,000, with a required local match of about \$10,000. The budget for FY 2019 includes an appropriation of \$49,970. This includes \$29,970 from the State and \$20,000 from local funds. The State increased funds for this grant to \$97,853. This amount includes \$62,733 in State funds and \$34,120 in local funds. The majority of these funds will be spent on 3 limited service employee SROs. The remaining funds will be other safety equipment.

It is recommended that the estimated revenues and appropriations for the FY 2019 Safe Schools grant be increased by \$47,833.

SCHOOL SAFETY GRANT

For FY 2019 the State appropriated additional one-time funds for a School Safety grant. Kingsport's allocation is \$155,940 and requires a local match of \$85,360, for a total of \$241,300. These funds will be used to fund items recommended by the KCS Safety Task force. The majority of these recommendations focus on school entrances.

It is recommended that the estimated revenues and appropriations for the FY 2019 School Safety grant be increased by \$241,300.

ITEM TWO: TECHNOLOGY UPGRADES

Two years ago KCS upgraded its technology infrastructure at the elementary schools and Palmer Center. It is now time to complete upgrades at all secondary locations and the Administrative Support Center. The low bid for the project is \$619,691. With a 6% contingency the total project budget will be \$656,873. The maximum the E-rate will fund is approximately \$470,602. The total local funding is \$186,271.

GENERAL PURPOSE SCHOOL FUND

FUND BALANCE APPROPRIATION

The audited Unreserved Fund Balance at June 30, 2018, was \$6,127,644. This amount is almost eight percent of the FY 2019 General Purpose School Fund budget. This is a source of revenue that can be used to fund the local portion of the proposed E-rate project. Three percent of the FY 2019 budget is \$2,302,581. To fund the proposed project, it will be necessary to appropriate \$186,271 of The Unreserved Fund Balance.

It is recommended that the estimate for Fund Balance Appropriations be increased by \$186,271.

FUND TRANSFERS

It is recommended that the appropriation for Fund Transfers be increased by \$186,271 and that these funds be transferred to the General Project Fund for FY 2019 Technology Upgrades.

CAPITAL PROJECTS FUND

FY 2019 SCHOOL'S TECHNOLOGY UPGRADES

A capital project will be established to account for the revenue and expenditures for the FY 2019

Technology Upgrades. The total budget for this project will be \$656,873, with funding coming from a transfer from the General Purpose School Fund (\$186,271) and from E-rate funds (\$470,602). It is recommended that the estimated revenue for Transfers from the School Fund be increased by \$186,271 and that the estimated revenue for E-rate funds be increased by \$470,602. It is also recommended that the appropriation for Equipment be increased by \$656,873.



AGENDA ACTION FORM

Abandoning a Sewer Easement at 1025 Executive Park Boulevard

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

Action Form No.: AF-10-2019
 Work Session: January 7, 2019
 First Reading: January 8, 2019

Final Adoption: January 22, 2019
 Staff Work By: Chad Austin
 Presentation By: Ryan McReynolds

Recommendation:

Approve the Ordinance.

Executive Summary:

Recently, Creekside Behavior House was constructed at 1205 Executive Park Boulevard. To accommodate the construction, the property developer moved the sanitary sewer line with the consent of the sewer department. Accordingly, a new sewer easement will be granted to the city at no costs to the city. A portion of the current easement as shown by dotted lines between the most northern manhole on the property and the third manhole south of the most northern manhole in the drawing attached to the ordinance is no longer needed for the sewer line or any other city purpose and the property owner has asked the city to abandon that part of the existing easement.

Attachments:

1. Ordinance
2. Exhibit A

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



AGENDA ACTION FORM

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Attachments:

1. Ordinance
2. Exhibit A

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

ORDINANCE NO. _____

AN ORDINANCE ABANDONING A SANITARY SEWER LINE
EASEMENT ON PROPERTY OWNED BY SBH-KINGSPORT, LLC
WITH A STREET ADDRESS OF 1205 EXECUTIVE PARK
BOULEVARD, KINGSPORT, TENNESSEE; AND TO FIX THE
EFFECTIVE DATE OF THIS ORDINANCE

WHEREAS, on or about January 30, 2017, SBH-Kingsport, LLC acquired property by deed recorded in Deed Book 3233, page 183 in the Register of Deeds for Sullivan County at Blountville, Tennessee, and the property has a street address of 1205 Executive Park Boulevard, Kingsport, Tennessee; and

WHEREAS, pertaining to this property in the Register of Deeds for Sullivan County, at Blountville, Tennessee there is recorded a Sewer Easement Agreement in Book 372C, page 406, a Corrected Sewer Agreement in Book 389C, page 241, and an Amendment to Sewer Easement Agreement in Book 409C, page 397; and

WHEREAS, a building was constructed over a portion of the sewer line on the property and the property owner relocated the sewer line and is agreeable to provide a new easement across the property for the sewer line as shown on a drawing by David L. Barr, Tennessee Land Surveyor Number 1614, entitled "City of Kingsport Proposed Sanitary Sewer Easement Plat", attached hereto as exhibit A; and

WHEREAS, the portion of a sewer easement shown on Exhibit A by dotted lines between the most northern manhole on the property and the third manhole south of the most northern manhole on the property is no longer needed by the city; and

WHEREAS, the owner of the property will convey to the city a sewer easement as shown on Exhibit A as City of Kingsport Proposed 15 foot Permanent Easement as shown on Exhibit A; and

WHEREAS, the property owner has requested that the city abandon the portion of the easement represented by the dotted lines on said drawing as stated above, and

WHEREAS, the city, through its sewer department, has determined that the portion of the easement as described above is no longer needed.

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

SECTION I. That a portion of the sewer easement on the property acquired by SBH-Kingsport, LLC by deed recorded in Deed Book 3233, page 183 in the Register of Deeds for Sullivan County at Blountville, Tennessee, (see also the recorded Sewer Easement Agreement in Book 372C, page 406, a Corrected Sewer Agreement in Book 389C, page 241, and an Amendment to Sewer Easement Agreement in Book 409C, page 397) shown as dotted lines between the most northern manhole on the property and the third manhole south of the northern manhole on a drawing by David L. Barr, Tennessee Land Surveyor Number 1614 entitled "City of Kingsport Proposed Sanitary Sewer Easement Plat" attached hereto as Exhibit A is no longer needed by the city and is hereby abandoned, provided the owner of the property conveys a permanent easement to the city for its sewer system, as shown on Exhibit A as "City of Kingsport Proposed 15' Permanent Easement".

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

SECTION III. That this ordinance shall take effect as the law directs, the public welfare of the City of Kingsport, Tennessee requiring it.

JOHN CLARK, Mayor

ATTEST:

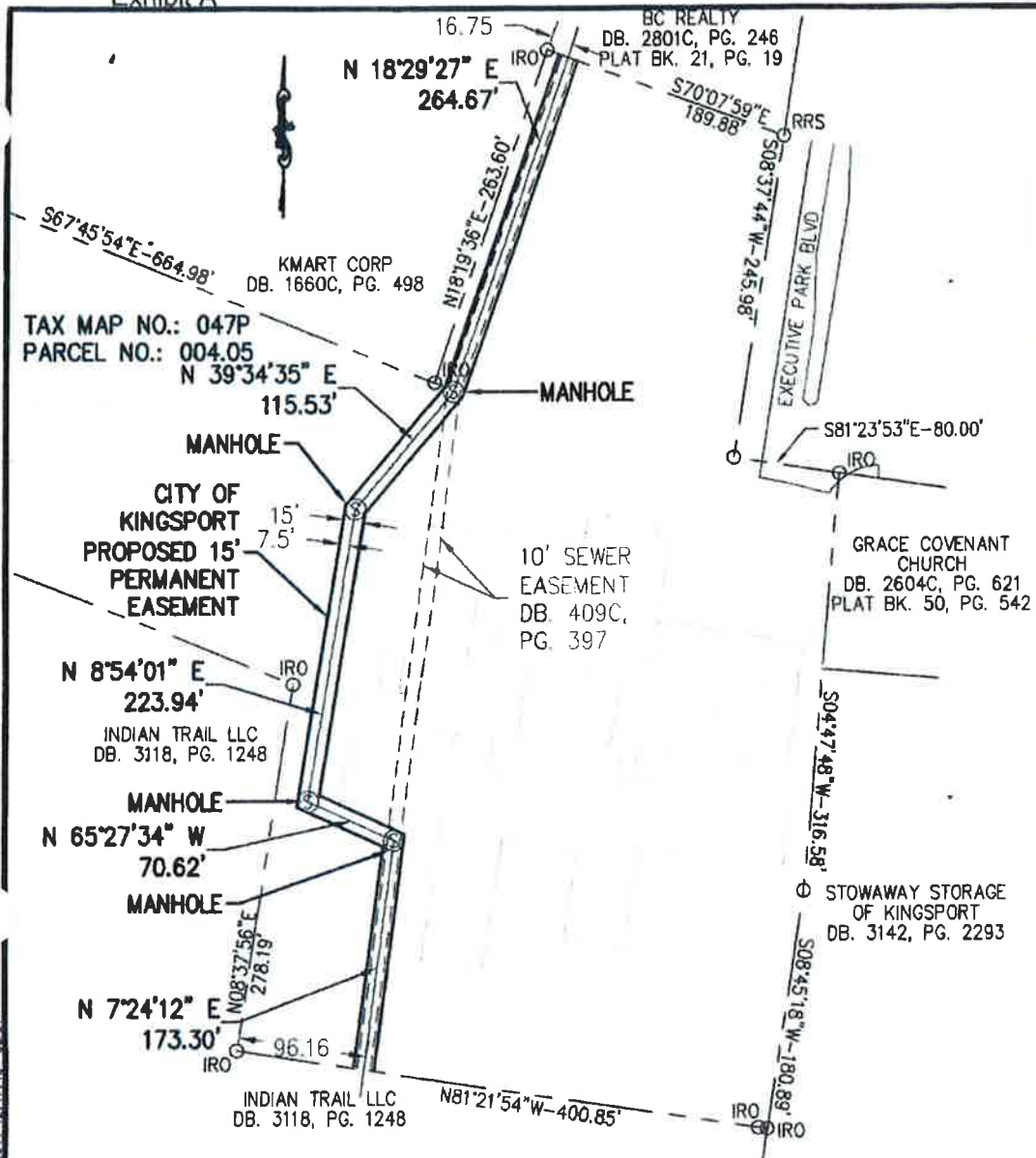
JAMES DEMMING, City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING _____

PASSED ON 2ND READING _____



I hereby certify that this is a Category I survey, the Ratio of Precision of the unadjusted survey is 1:30,000 and the survey was done in compliance with current Tennessee Minimum Standards of Practice. SBH-Kingsport, L.L.C. Plat Book 52, Page 324 and Deed Book 3290, Page 1402. 11th Civil District of Sullivan County, Tennessee.

EASEMENT AREA

PROPOSED 12,721 SQ. FT.

PROPERTY LINES SHOWN HEREON WERE DETERMINED IN PART BY MONUMENT LOCATION AND IN PART BY DEED DESCRIPTION. NO REPRESENTATION AS TO THE ACCURACY OF THE PROPERTY LINES IS MADE.

LEGEND

- MANHOLE
 --- PROPERTY LINE



0 50' 100' 200'



SCALE: 1" = 100'-0"

Mattern & Craig
 ENGINEERS • SURVEYORS

429 CLAY STREET
 KINGSPORT, TENNESSEE 37660
 (423) 245-4970
 FAX (423) 245-5932

CITY OF KINGSPORT - PROPOSED SANITARY SEWER EASEMENT PLAT



AGENDA ACTION FORM

Approving a Redesign of the City Seal

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

Action Form No.: AF-01-2019
 Work Session: January 7, 2019
 First Reading: January 8, 2019

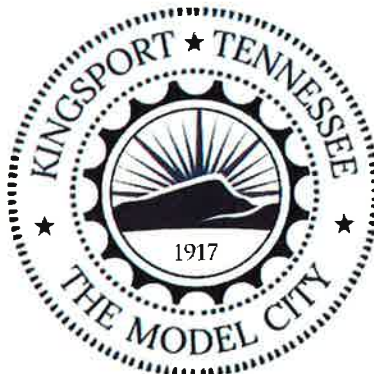
Final Adoption: January 22, 2019
 Staff Work By: Jeff Fleming
 Presentation By: Jeff Fleming

Recommendation:

Approve the Ordinance.

Executive Summary:

The current city seal is established in Section 2-1 of the Kingsport City Code. A few changes to the seal are recommended to align with the city's logo. The proposed design of the seal provides a more realistic outline of Bays Mountain and the 'rays of light' instead of a more stylized sun. Also three stars have been added as a nod to Tennessee's flag. The current design of the seal is on the left and the redesigned seal is on the right as follows:



Attachments:

1. Ordinance

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



AGENDA ACTION FORM

Approving a Redesign of the City Seal

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

Action Form No.: AF-01-2019
 Work Session: January 7, 2019
 First Reading: January 8, 2019

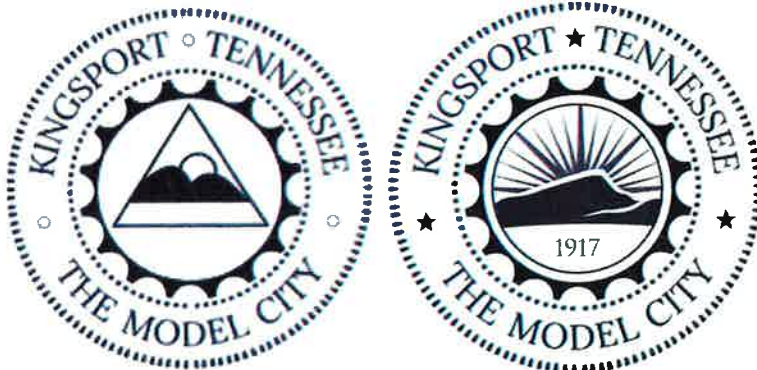
Final Adoption: January 22, 2019
 Staff Work By: Jeff Fleming
 Presentation By: Jeff Fleming

Recommendation:

Approve the Ordinance.

Executive Summary:

The current city seal is established in Section 2-1 of the Kingsport City Code. A few changes to the seal are recommended to align with the city's logo. The proposed design of the seal provides a more realistic outline of Bays Mountain and the 'rays of light' instead of a more stylized sun. Also three stars have been added as a nod to Tennessee's flag. The current design of the seal is on the left and the redesigned seal is on the right as follows:



Attachments:

1. Ordinance

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

PRE-FILED
CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES,
CITY OF KINGSPORT, TENNESSEE, SECTION 2-1 RELATING
TO THE CITY SEAL AND TO FIX THE EFFECTIVE DATE OF THIS
ORDINANCE

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

SECTION I. That Section 2-1 of the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended to read as follows:

Sec. 2-1. City Seal.

The seal of the city shall be of the following description: Four concentric circles, two of which form a ring within which are the words "KINGSPORT TENNESSEE", at the top and at the bottom the words "THE MODEL CITY", along with three stars in a triangular pattern, with one star between the words "Kingsport" and "Tennessee", one star between the words "Kingsport" and "The" and one star between the words "Tennessee" and "City"; within the inner circle there is an outline of Bays Mountain with rays of light representing the sun, as well as the year the city was chartered, "1917", all as shown in the following diagram:



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

Award of Bid to Eagle Sign & Design for Exterior Sign Fabrication – Kingsport Greenbelt Phase 1

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

Action Form No.: AF-23-2019
Work Session: January 22, 2019
First Reading: N/A

Final Adoption: January 22, 2019
Staff Work By: T. Elsea/K. Frazier
Presentation By: Chris McCart

Recommendation:

Approve the Resolution

Executive Summary:

Bids were opened on January 7, 2019 for the Exterior Sign Fabrication - Kingsport Greenbelt Phase 1 signage project. Kingsport's Greenbelt is a nine mile linear park that runs along Reedy Creek and the Holston River connecting residential neighborhoods, downtown commercial district, schools, and activity centers. This project consists of sign types that will accomplish a variety of goals that include helping guide motorists to key entry points, trail guide signs and information kiosks to assist users as they enjoy the park.

City staff reviewed the bids and recommends awarding the contract to the apparent low bidder, Eagle Sign & Design for the base bid, bid alternate 1 (Overhead Street Identification signs), and bid alternate 2 (Mile Marker signs) in the amount of \$51,963.00

Base Bid	\$47,211.00
Bid Alternate # 1	1,540.00
Bid Alternate # 2	<u>3,212.00</u>
Total Project Cost	\$51,963.00

The base bid engineering estimate for the referenced project is \$81,075.00.

Funding is available and identified in GP1921.

Attachments:

1. Resolution
2. Bid Opening Minutes
3. Sign Examples

Funding source appropriate and funds are available: 

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

RESOLUTION NO. _____

A RESOLUTION AWARDDING THE BID FOR THE EXTERIOR SIGN FABRICATION KINGSFORT GREENBELT PHASE 1 PROJECT TO EAGLE SIGN & DESIGN AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, bids were opened January 7, 2019, for the Exterior Sign Fabrication-Kingsfort Greenbelt Phase 1 signage project; and

WHEREAS, upon review of the bids, the board finds Eagle Sign & Design 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 Kingsfort desires to enter into a contract for wayfinding signs, overhead street identification signs and mile marker signs from Eagle Sign & Design at an estimated construction cost of \$51,963.00; and

WHEREAS, funding is identified in project number GP1921.

Now therefore,

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

SECTION I. That the bid for the Exterior Sign Fabrication-Kingsfort Greenbelt Phase 1 signage project, consisting of wayfinding signs, overhead street identification signs and mile marker signs at an estimated cost of \$51,963.00 is awarded to Eagle Sign & Design, and the mayor is authorized to execute an agreement for same and all documents necessary and proper to effectuate the purpose of the agreement.

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

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

ADOPTED this the 22nd day of January, 2019.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES
BID OPENING
January 9, 2019
4:00 P.M.

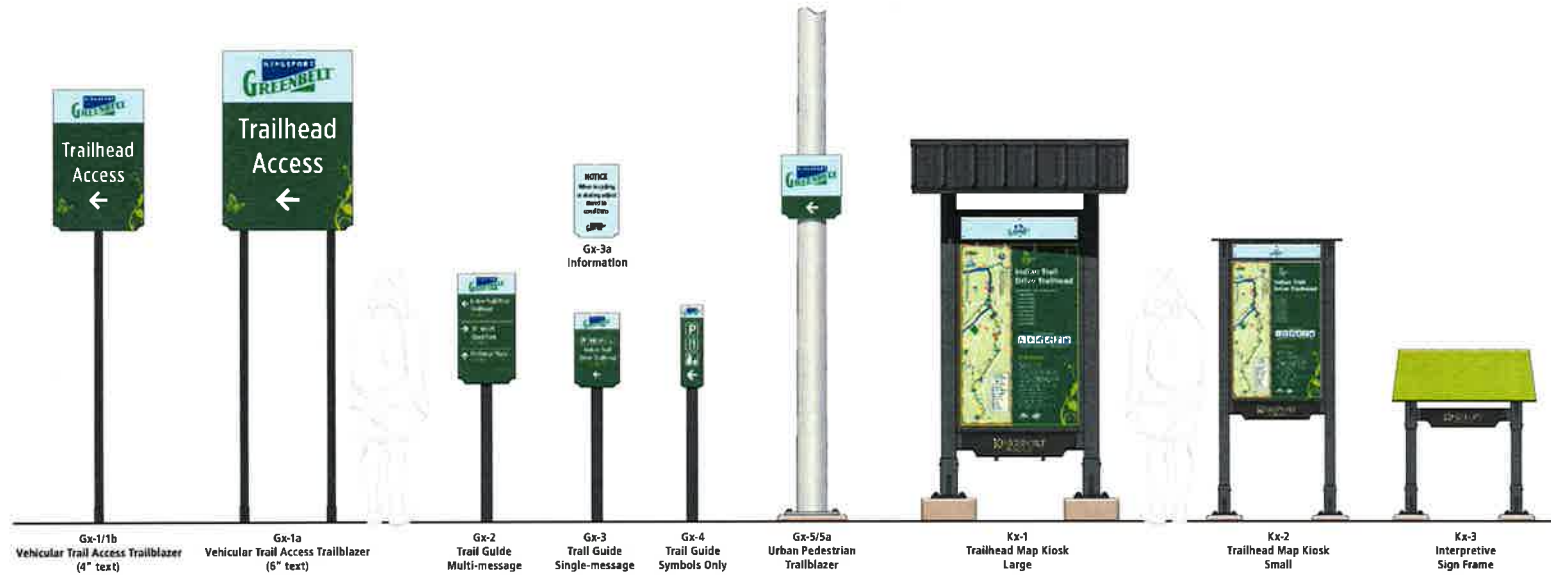
Present: Brent Morelock, Procurement Manager; and Nikisha Eichmann, Assistant Procurement Manager

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

The Procurement Manager opened with the following bids:

EXTERIOR SIGNAGE FABRICATION – KINGSPORT GREENBELT – PHASE I				
Vendor:	Base Bid:	Alt. #1:	Alt. #2	Comments:
Rite Lite Signs, Inc.	N/A	N/A	N/A	Unable to accept bid due to Affidavits Form not being included.
Image Manufacturing Group	\$114,014.00	\$3,256.00	\$10,648.00	N/A
Eagle Sign & Design	\$ 47,211.00	\$1,540.00	\$ 3,212.00	N/A
Signs ETC	\$ 87,654.00	\$3,080.00	\$ 6,820.00	N/A
Facilities Solutions Group	\$ 80,980.00	\$2,572.00	\$ 5,278.00	N/A
Graphic House, Inc.	\$113,240.00	\$4,958.00	\$10,900.00	N/A
Fairmont Sign Company	\$ 89,060.00	\$3,625.00	\$10,235.00	N/A
Jarvis Award Sign	\$141,373.00	\$3,500.00	\$ 7,920.00	N/A

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



Sign Type

Sign Type Array

Scale

Not to scale

Color Code

- ① Black
- ② Dark Green
- ③ Light Blue
- ④ Medium Green
- ⑤ Medium Blue
- ⑥ Bright Green
- ⑦ White
- ⑧ Gold Metallic

Notes

This drawing is design-intent only. Fabricator is responsible for fabrication and overall level of quality. Any changes in design, materials, fabrication method or other details must be approved by Corbin Design or the Owner.

Date	Description
09.27.17	First Submission

Client

City of
KINGSPORT
TENNESSEE

corbindesign

109 East Front Suite 304
Traverse City, MI 49684
231 947.1236



AGENDA ACTION FORM

Agreement with Sourcewell for Cooperative Purchasing

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

Action Form No.: AF-16-2019
 Work Session: January 22, 2019
 First Reading: N/A

Final Adoption: January 22, 2019
 Staff Work By: Committee
 Presentation By: Chris McCartt

Recommendation:

Approve the Resolution recommending that the City sign the Sourcewell Joint Powers Cooperative Purchasing Agreement.

Executive Summary:

After a competitive solicitation and selection process by principal procurement agencies, a number of suppliers have entered into master agreements to provide a variety of goods, products and services to the applicable principal procurement agency and participating public agencies. The City benefits by being able to make purchases utilizing the Sourcewell Purchasing Cooperative with the confidence we are receiving competitive pricing knowing the products and services awarded have already been through the procurement process of the principal procurement agency.

Utilizing cooperative purchasing agreements often leads to increased efficiency by decreasing the amount of time it takes from requisition entry to product/service receipt.

"NJPA" or "National Joint Powers Alliance" has been acquired by Sourcewell. Any "NJPA" referenced contracts are now a part of Sourcewell.

Attachments:

1. Resolution
2. Agreement

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT WITH
SOURCEWELL FOR COOPERATIVE PURCHASING AND
AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT
AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO
EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the city benefits by using cooperative purchasing with the confidence that we are receiving competitive pricing knowing the products and services awarded have already been through the procurement process of the principal procurement agency; and

WHEREAS, T.C.A. section 12-3-1205 authorizes the city to participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of any goods, supplies, services, or equipment with one or more other governmental entities outside this state, other than purchases of most new or unused motor vehicles, or of construction, engineering, or architectural services, most construction materials, and fuel, fuel products, and lubricating oils; and

WHEREAS, Sourcewell (formerly National Joint Powers Alliance) is a governmental entity of the state of Minnesota; and

WHEREAS, the city would like to enter into an agreement with Sourcewell for cooperative purchasing.

Now therefore,

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

SECTION I. That an agreement with Sourcewell 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 Sourcewell 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:

**SOURCEWELL
JOINT POWERS AGREEMENT**

This Agreement, made effective on the date hereof, is between the Sourcewell (formerly National Joint Powers Alliance) and the City of Kingsport (hereinafter referred to as "Governmental Unit").

Recitals

- A. Sourcewell is a service cooperative established by Minn. Stat. § 123A.21 as a local unit of government pursuant to the Minn. Const. art. XII, sec. 3; and
- B. Sourcewell is explicitly authorized to provide cooperative purchasing services to eligible members following a competitive contracting law process to solicit, evaluate and award cooperative purchasing contracts for goods and services; and
- C. Sourcewell cooperative purchasing contracts are made available through the joint exercise of powers law to member agencies through Minn. Stat. § 471.59; and
- D. Membership in Sourcewell is available for all eligible state and local governments, education, higher education and nonprofit entities across North America; and
- E. Governmental Unit asserts it is authorized by its statutes to utilize contracts competitively solicited

by another governmental unit; and

F. Governmental Unit and Sourcewell desire to enter into this Joint Exercise of Powers Agreement for the purpose of Governmental Unit accessing available contracts for goods and services from Sourcewell Awarded Vendors.

Sourcewell and the Governmental Unit hereby agree as follows:

Agreement

1. Sourcewell will make its contracts for goods and services and/or other Sourcewell services available to the Governmental Unit. The Governmental Unit will be a Sourcewell Service Member.
 2. The Governmental Unit may utilize the contracts or services procured or offered through Sourcewell to purchase supplies, equipment, materials and services.
 3. The Parties to this Agreement will adhere to any and all applicable laws pertaining to the procurement of goods and services as they pertain to the laws of their state or nation.
 4. This Agreement will become effective on the date hereof and shall remain in effect until canceled by either party upon thirty (30) days' written notice to the other party.
 5. Each party agrees that it is responsible for its acts and the results thereof, to the extent authorized by law, and will not be responsible for the acts of the other party and the results thereof. The Governmental Unit will be responsible for all aspects of its purchase, including ordering its goods and services, inspecting and accepting the goods and services, and paying the Vendor who will have directly billed the Governmental Unit placing the order.
 6. Both Parties to this Agreement agree to strict accountability of all public funds disbursed in connection with this joint exercise of powers as required by each party's respective laws.
 7. To purchase goods and services from Sourcewell contracts, the Governmental Unit must enter into a purchase order or other subsequent agreement in accordance with the terms and conditions of Sourcewell contracts and any requirements applicable to the Governmental Unit's governing body. The Governmental Unit must send purchase orders directly to the applicable Vendor and will make payments directly to the Vendor in accordance with its established procedures and terms of the Sourcewell contract. The Governmental Unit will not use the goods available under Sourcewell contracts for purposes of resale.
 8. Pursuant to Minn. Stat. § 471.59, Subd. 5, if applicable, the Parties shall provide for the disposition of any property acquired as the result of such joint or cooperative exercise of powers, and the return of any surplus moneys in proportion to contributions of the several contracting parties after the purpose of the Agreement has been completed.
 9. There shall be no financial remunerations by the Governmental Unit to Sourcewell for the use of Sourcewell procurements, contracts or agreements or the payment of any fees to Sourcewell. Both Parties to this Agreement acknowledge their individual responsibility to gain ratification of this agreement through their governing body as required by law.
 10. The Sourcewell contracts utilized by the Governmental Unit through this Agreement were procured or will be procured through the Uniform Municipal Contracting law, Minn. Stat. § 471.345.
- IN WITNESS, WHEREOF, the parties have executed this Project Development Agreement effective the day and year written below.

[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 22nd day of January, 2019.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

SOURCEWELL JOINT POWERS AGREEMENT

This Agreement, made effective on the date hereof, is between the Sourcewell (formerly National Joint Powers Alliance) and the City of Kingsport (hereinafter referred to as "Governmental Unit").

Recitals

- A. Sourcewell is a service cooperative established by Minn. Stat. § 123A.21 as a local unit of government pursuant to the Minn. Const. art. XII, sec. 3; and
- B. Sourcewell is explicitly authorized to provide cooperative purchasing services to eligible members following a competitive contracting law process to solicit, evaluate and award cooperative purchasing contracts for goods and services; and
- C. Sourcewell cooperative purchasing contracts are made available through the joint exercise of powers law to member agencies through Minn. Stat. § 471.59; and
- D. Membership in Sourcewell is available for all eligible state and local governments, education, higher education and nonprofit entities across North America; and
- E. Governmental Unit asserts it is authorized by its statutes to utilize contracts competitively solicited by another governmental unit; and
- F. Governmental Unit and Sourcewell desire to enter into this Joint Exercise of Powers Agreement for the purpose of Governmental Unit accessing available contracts for goods and services from Sourcewell Awarded Vendors.

Sourcewell and the Governmental Unit hereby agree as follows:

Agreement

- 1. Sourcewell will make its contracts for goods and services and/or other Sourcewell services available to the Governmental Unit. The Governmental Unit will be a Sourcewell Service Member.
- 2. The Governmental Unit may utilize the contracts or services procured or offered through Sourcewell to purchase supplies, equipment, materials and services.
- 3. The Parties to this Agreement will adhere to any and all applicable laws pertaining to the procurement of goods and services as they pertain to the laws of their state or nation.
- 4. This Agreement will become effective on the date hereof and shall remain in effect until canceled by either party upon thirty (30) days' written notice to the other party.

5. Each party agrees that it is responsible for its acts and the results thereof, to the extent authorized by law, and will not be responsible for the acts of the other party and the results thereof. The Governmental Unit will be responsible for all aspects of its purchase, including ordering its goods and services, inspecting and accepting the goods and services, and paying the Vendor who will have directly billed the Governmental Unit placing the order.

6. Both Parties to this Agreement agree to strict accountability of all public funds disbursed in connection with this joint exercise of powers as required by each party's respective laws.

7. To purchase goods and services from Sourcewell contracts, the Governmental Unit must enter into a purchase order or other subsequent agreement in accordance with the terms and conditions of Sourcewell contracts and any requirements applicable to the Governmental Unit's governing body. The Governmental Unit must send purchase orders directly to the applicable Vendor and will make payments directly to the Vendor in accordance with its established procedures and terms of the Sourcewell contract. The Governmental Unit will not use the goods available under Sourcewell contracts for purposes of resale.

8. Pursuant to Minn. Stat. § 471.59, Subd. 5, if applicable, the Parties shall provide for the disposition of any property acquired as the result of such joint or cooperative exercise of powers, and the return of any surplus moneys in proportion to contributions of the several contracting parties after the purpose of the Agreement has been completed.

9. There shall be no financial remunerations by the Governmental Unit to Sourcewell for the use of Sourcewell procurements, contracts or agreements or the payment of any fees to Sourcewell. Both Parties to this Agreement acknowledge their individual responsibility to gain ratification of this agreement through their governing body as required by law.

10. The Sourcewell contracts utilized by the Governmental Unit through this Agreement were procured or will be procured through the Uniform Municipal Contracting law, Minn. Stat. § 471.345.

IN WITNESS, WHEREOF, the parties have executed this Project Development Agreement effective the day and year written below.

Governmental Unit

Sourcewell

By _____
AUTHORIZED SIGNATURE

By _____
AUTHORIZED SIGNATURE

Its _____
TITLE

Its _____
TITLE

DATE

DATE



AGENDA ACTION FORM

Awarding the Bid for the Purchase of Propane Conversion Kits for FY19

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

Action Form No.: AF-21-2019
 Work Session: January 22, 2019
 First Reading: N/A

Final Adoption: January 22, 2019
 Staff Work By: Committee
 Presentation By: R. McReynolds/S. Hightower

Recommendation:

Approve the Resolution.

Executive Summary:

Bids were opened on May 23, 2018 for the purchase of Propane & Propane Conversion Kits for use by the City for FY19. The City received confirmation of receiving the TN Natural Gas & Propane Vehicle Grant in October 2018. The Fleet Maintenance department is now prepared to move forward with purchasing the Propane Conversion Kits from Blossman Gas. The Propane portion of this bid was awarded to Blossman Gas by the BMA in June of 2018.


The City intends to order 20 Conversion Kits to up-fit as many vehicles. The cost of these kits are \$4,100 each. Once the City is reimbursed 52.5% per the grant parameters, the cost per unit to the City will be \$1,947.50. The anticipated cost savings over the life of each vehicle is \$4,834. Additional information is included in the recommendation memo & Calculation Spreadsheet.

The specifications contained in this invitation to bid include a renewal option clause which enables the City to award the purchase on an annual basis in one year increments providing all terms, conditions and costs are acceptable to both parties.

Funding is identified in account # 51150085013023.

Attachments:

1. Resolution
2. Bid Opening Minutes
3. Recommendation Memo
4. Conversion Savings Potential FY19

Funding source appropriate and funds are available: 

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

RESOLUTION NO. _____

A RESOLUTION AWARDDING THE BID FOR THE PURCHASE OF
PROPANE CONVERSION KITS TO BLOSSMAN GAS AND
AUTHORIZING THE CITY MANAGER TO EXECUTE A
PURCHASE ORDER FOR THE SAME

WHEREAS, bids were opened May 23, 2018, for the purchase of propane conversion kits for the use at the Fleet Maintenance Department; and

WHEREAS, upon review of the bids, the board finds Blossman Gas 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 twenty (20) propane conversion kits from Blossman Gas, at a total purchase cost of \$82,000.00; and

WHEREAS, specifications contained in this invitation to bid include a renewal option clause which enables the city to award the purchase on an annual basis in one year increments providing all terms, conditions and costs are acceptable to both parties; and

WHEREAS, funding is identified in account number 51150085013023.

Now therefore,

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

SECTION I. That the bid for the purchase of twenty (20) propane conversion kits, at a total purchase cost of \$82,000.00, is awarded to Blossman Gas, and the city manager is authorized to execute a purchase order for same.

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

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

ADOPTED this the 22nd day of January, 2019.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES BID OPENING
May 23, 2018 - 4:00 P.M.

Present: Sandy Crawford, Procurement Manager; and Brent Morelock, Assistant Procurement Manager. The Bid Opening was held in the Council Room, City Hall. The Procurement Manager opened with the following bids:

PROPANE			
Items:	Marsh LP Gas	Blossman Gas	Heritage Propane
SOURCE OF FUEL SUPPLY	Lex. S.C.	Martin, TN per Lexington, SC	Apex North Carolina
MARK UP MARGIN FOR PROPANE	\$.25 per gallon	\$.28 per gallon	\$.495
AWARDED VENDOR MUST HAVE THE ABILITY TO SUPPLY EPA CERTIFIED PROPANE CONVERSION KITS FOR AUTOMOTIVE AND SMALL EQUIPMENT APPLICATIONS	Yes	Yes	No
IS THE PROPANE SUPPLIER WILLING TO ASSIST IN THE EXPANSION OF THE CITY OF KINGSFORT'S AUTO-GAS USAGE BY CONTRIBUTING \$_____ PER ADDITIONAL VEHICLE CONVERTED OR PURCHASED FOR AUTO GAS USE(LIMITED TO PREFERRED SUPPLIERS WHICH ARE PRINZ & ICOM):	\$0.00	Attachment "A" Blossman Gas and Alliance Autogas are strategic partners working together to provide a complete solution for your business needs. Alliance Autogas will provide an \$800.00 discount on the conversion system pricing listed above from July 1, 2018 – June 30, 2019 if you choose Blossman Gas as your sole propane provider during this timeframe. Note: If you were to purchase 25 systems during this fiscal year, then the \$800.00 savings per conversion kit would equate to a total savings of \$20,000.00 for the City of Kingsport. Yes	\$1,000.00 Yes
IS THE PROPANE SUPPLIER WILLING TO PROVIDE PREVENTIVE AND REACTIVE MAINTENANCE TO AUTO-GAS DISPENSING INFRASTRUCTURE?	No	Yes	Yes
IF SO, THERE WOULD BE A MINIMUM OF TWO (2) INSPECTIONS PER YEAR. PRICE PER INSPECTION FOR INFRASTRUCTURE SAFETY & PERFORMANCE INSPECTION		Free	\$0.00
HOURLY LABOR CHARGE FOR ADDITIONAL REPAIRS PER HOUR		Free	\$90.00
MARKUP % FOR NEEDED PARTS AND SUPPLIES FOR INFRASTRUCURE REPAIRS		10%	\$20.00

Items:	Marsh LP Gas	Blossman Gas	Heritage Propane
IS THE PROPANE SUPPLIER ABLE TO SUPPLY & PROVIDE PRICING FOR THE FOLLOWING EPA CERTIFIED CONVERSION SYSTEMS TO BE USED IN THE CITY OF KINGSFORT'S AUTO GAS PROGRAM?	Yes	Yes *See Attachment "A" above.	No We can assist with our contacts to get the best prices possible but would have to mark up if we are the middleman.
CONVERSION SYSTEM PRICING TO INCLUDE TANK:	Cost + Freight	Pricing below is with you all completing the installations.	
COST PER SYSTEM FOR HARD WIRED SYSTEMS (V-8 CHARGER) \$ _____ BRAND _____	Cost	\$4,900.00 Prins	
COST PER SYSTEM FOR PLUG AND PLAY V6/V8 (F-150, F-250, EXPLORER, ETC) \$ _____ BRAND _____	Cost	\$5,800.00 Prins	
COST PER SYSTEM FOR PLUG AND PLAY V10 (E-450/F4-750) \$ _____ BRAND _____	Cost	\$7,000.00 Prins	

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



FLEET MAINTENANCE DEPARTMENT

City of Kingsport, Tennessee

To: Brent Morelock, Procurement Manager
From: Steve Hightower, Fleet Manager
Date: January 14, 2019
Re: Propane Conversion Kit Purchase Recommendation

This memo will confirm my review of the bid documents and recommendation to award the purchase contract for propane autogas conversion kits to Blossman Gas based on the following evaluation.

As an extension of our Auto Gas bidding process, Kingsport requested price quotes on EPA certified auto gas conversion kits that would fit our current fleet. Blossman Gas was the low bidder of the conversion kits and would provide an \$800 additional discount incentive per conversion kit purchased as a fuel supplier. Marsh LP Gas has offered no discount for conversion kits and would provide kits at their cost plus freight. Current Blossman Gas conversion kit pricing for a Dodge Charger hardwired system with the \$800 discount would be \$4,100. Marsh LP Gas would provide this same system for \$4,600 plus freight. Blossman was awarded Kingsport's propane autogas annual purchase for this fiscal year last June as low compliant bidder.

Kingsport has been awarded a grant to convert 20 police cars this year to propane autogas as a continuation of our autogas program. The State of Tennessee has provided Kingsport with a letter of intent to award a grant covering 52.5% of the cost of conversion for these 20 propane autogas conversions, which are 2017 and 2018 model cars.

Awarding the propane conversion kit purchase to Blossman Gas would equate to an approximate \$16,000 reduction in conversion kit cost for the grant project and reduce the City's obligation. This \$16,000 incentive also offsets the \$2,448 fuel price increase in autogas costs next year for a net saving of \$13,552.

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

Thank you.

Propane Conversion Savings Potential FY19

100,000	Enter Mileage To <<< Left	10%	Enter Economy Percentage To <<< Left	\$ 1.84	Enter Gasoline Price To <<< Left	\$ 0.82	Enter Propane Price To <<< Left
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\$4,200.00	Enter Conversion Cost To <<< Left	95%	Enter Target Consumption Percentage To <<< Left	1	Enter Vehicle Quantity To <<< Left	10	Gasoline Fuel Economy Expectation
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Fuel Type	Fuel Price	Fuel Economy Expectation	Anticipated Lifecycle Expectation	Fuel Cost Per Mile	Total Consumption Expectation	Lifetime Fuel Cost	Conversion Cost
Gas	\$ 1.84	10	100,000.00	0.18	10,000.00	\$ 18,400.00	
Propane	\$ 0.82	9.0	100,000.00	0.09	11,111.11	\$ 9,111.11	
							\$ 4,200.00

Gasoline to Propane Fuel Savings:

\$ 9,288.89

Gasoline to Propane Life Savings including conversion cost:

\$ 5,088.89

Propane Consumption Target:

95%

Actual Savings:

\$ 4,834.44

Number of Propane Units:

1

Total Savings Potential:

\$ 4,834.44



AGENDA ACTION FORM

Accept Donation of a Sculpture "Moondance" by Mike Roig into Permanent Public Art Collection

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

Action Form No.: AF-05-2019
 Work Session: January 22, 2019
 First Reading: N/A

Final Adoption: January 22, 2019
 Staff Work By: B. Macdonald
 Presentation By: H. Cook

Recommendation:

Approve the Resolution.

Executive Summary:

The permanent public art collection of the City of Kingsport is often the recipient of donations by the citizens of Kingsport. The children of Mary and George Gosselin wish to honor the memory of their parents by donating funds to purchase 'Moondance' for the City of Kingsport. The Public Works Department has worked with the Ridgefields Homeowners Association in the renovation of the circle on Ridgefields Road. The renovation includes new landscaping and a concrete pad on which 'Moondance' is installed. The artist Mike Roig has agreed to a purchase price of \$9,500 for the sculpture. Engage Kingsport has accomplished the purchase of the piece on behalf of the City with funds donated by the children of the Gosselins.

Attachments:

1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A DONATION OF "MOONDANCE",
A SCULPTURE BY MIKE ROIG FROM ENGAGE KINGSFORT

WHEREAS, the sculpture "Moondance" has recently been placed on display at the circle on Ridgefields Road; and

WHEREAS, Mike Roig is the artist; and

WHEREAS, Engage Kingsport, along with the children of Mary and George Gosselin, wish to donate the sculpture to the city for its public art program; and

WHEREAS, the estimated value of this donation is \$9,500.00.

Now therefore,

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

SECTION I. That the donation to the city from Engage Kingsport and the children of Mary and George Gosselin, of a sculpture named "Moondance" by Mike Roig, in the estimated amount of \$9,500.00, is accepted.

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

ADOPTED this the 22nd day of January, 2019.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

Mike Roig, Sculpture

Moondance



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AGENDA ACTION FORM

Amending CDM Smith Agreement to Include Bidding Services, Project Inspection and Engineering during Construction for Water and Wastewater Facilities SCADA Design and Master Plan Implementation

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

Action Form No.: AF-20-2019
 Work Session: January 22, 2019
 First Reading: N/A

Final Adoption: January 22, 2019
 Staff Work By: Niki Ensor
 Presentation By: Ryan McReynolds

Recommendation:

Approve the Resolution.

Executive Summary:

On June 20, 2017, the Mayor executed an agreement for design of the water and wastewater facilities SCADA systems project with CDM Smith. The water and wastewater facilities utilize SCADA Systems to monitor and control equipment at the w/ww plants and remotely at tanks and pump stations. It is a computer system for continuously gathering and analyzing real time data allowing staff to make operational decisions that affect the quantity and quality of water.

Kingsport water/wastewater facilities utilize four separate SCADA systems each utilizing different hardware, software and means of communication. The sewer lift stations (SLS) system communicated on the 800 MHz trunking system owned and operated by the state. In 2015, to free up space for emergency services the department was prohibited from using the trunking system leaving the SLS with no remote monitoring capabilities. As a result, staff initiated a master planning process and subsequent design with CDM Smith to standardize communication infrastructure w/ww facilities SCADA systems.

Design is complete. This resolution will move the project into the construction phase by amending CDM Smith's contract in the amount of \$498,000 to include bidding services, resident project representation and engineering during construction. Funding is available in WA1700, SW1700 and SW1603

Original Contract Amount	\$500,000
Contract Amendment	\$498,000
Current Contract Amount	\$998,000

Attachments:

1. Resolution
2. CDM Smith Proposal

Funding source appropriate and funds are available: 

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AMENDMENT TO THE AGREEMENT WITH CDM SMITH; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

WHEREAS, in June, 2017, the board approved a resolution authorizing the mayor to sign an agreement with CDM Smith for the design of the water and wastewater facilities SCADA systems project in the amount of \$500,000.00; and

WHEREAS, the design is now complete; and

WHEREAS, the city would like to enter the next phase of the project, which is the construction phase by amending CDM Smith's contract in the amount of \$498,000.00 to include bidding services, resident project representation and engineering during construction; and

WHEREAS, funding is available in WA1700, SW1700 and SW1603

Now therefore,

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

SECTION I. That an amendment to the agreement with CDM Smith to enter into the construction phase of the water and wastewater facilities SCADA systems project in the amount of \$498,000.00 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 of CDM Smith to enter into the construction phase of the water and wastewater facilities SCADA systems project and all other documents necessary and proper to effectuate the purpose of the agreement or this resolution.

SECTION III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the amendment that do not substantially alter the material provisions of the 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 22nd day of January, 2019.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



1100 Marion Street, Suite 300
Knoxville, TN 37921
tel: 865 963-4300
fax: 865 963-4301

January 17, 2019

Ms. Niki Ensor, P.E.
Water/Wastewater Facilities Manager
City of Kingsport
620 West Industry Drive
Kingsport, TN 37660

Subject: Proposal to Provide Bidding, General Services During Construction and Resident Project Representative Services for SCADA Master Plan Implementation for the City of Kingsport Water and Wastewater Systems

Dear Niki:

The City of Kingsport (City) owns and operates the City of Kingsport water and wastewater treatment plants and their remote sites. The City has contracted CDM Smith to prepare contract documents suitable for public bidding to procure a SCADA system consistent with the recommendations of the updated November 2018 Final SCADA Master Plan. Specific features of the comprehensive SCADA system are described in Section 2-Executive Summary of the referenced project Master Plan report. The contract documents are being prepared for implementation in two separate phases.

This proposal is for an amendment to cover bidding through construction phase services and supplements Tasks 1 through 7 covered by the current agreement. New tasks are as follows:

- Task 8 – Project Management and Administration-Bidding and Construction Phase
- Task 9 – Bidding Assistance Services
- Task 10 – General Services (GS) During Construction
- Task 11 – Resident Project Representative (RPR) Services

A detailed scope of work for each service is provided below.

Task 8 – Project Management and Administration–Bidding and Construction Phase

8.1 General Project Coordination

This task includes project planning and workplan preparation, schedule management, budget management, project implementation planning assistance, and related services.

8.2 QA/QC

CDM Smith will complete all QA/QC reviews and maintain related documentation in accordance with our established procedures.



Niki Ensor, P.E.
January 17, 2019
Page 2

8.3 *Miscellaneous Project Administration/Invoicing*

Monthly invoices will be prepared and submitted.

8.4 *Project Closeout and Documentation*

Project records will be compiled, files will be reviewed for completeness and all documentation will be prepared for use during project implementation.

Task 9 – Bidding Assistance Services

The ENGINEER shall provide services during the Bidding Phase of the projects. This scope budgets for bidder prequalification assistance and one bidding each for two separate contracts. Owner may authorize the Engineer for rebidding, if the need arises. Bidding services to be provided by the ENGINEER will be limited to the following tasks:

Task 9.1: Bid Advertisement and Distribution of Documents – Assist the OWNER in advertising for and obtaining bids for construction. ENGINEER will attend two pre-bid meetings. OWNER shall place advertisements for bids, reproduce documents, and distribute documents to bidders.

Task 9.2: Issue Addenda – Prepare Addenda as appropriate to clarify, correct, or change the Bidding Documents. OWNER shall distribute addenda to bidders.

Task 9.3: Bid Opening and Contract Award Assistance – Attend the two bid openings and assist OWNER in evaluating bids or proposals.

Task 9.4: Review Subcontractors and Suppliers – Consult with the OWNER as to the acceptability of subcontractors, suppliers, and other persons or entities proposed by Contractor for those portions of the work for which such acceptability is required by the Bidding Documents.

Task 9.5: Conformed Documents – Conformed documents are not anticipated to be required. Addenda revisions to the documents will be incorporated in the record documents to be produced by the ENGINEER.

Task 10 – General Services (GS) During Construction

The ENGINEER shall provide engineering services during the construction phase for two separate contracts. This Agreement includes provision of construction services for up to 60 weeks beginning from the construction contract Notice-to-Proceed (NTP) date for the first contract and ending at Final Construction Completion for the second contract. ENGINEER shall receive additional compensation for any additional construction services required due to an increase in this construction period duration (via further amendment of the Agreement). Construction Phase Services to be provided by the ENGINEER are as follows:

Niki Ensor, P.E.
January 17, 2019
Page 3

Task 10.1: General Administration of Construction Contract – ENGINEER shall consult with and advise OWNER and act as OWNER's representative as provided in the Standard General Conditions. The extent and limitations of the duties, responsibilities, and authority of the ENGINEER as assigned in said Standard General Conditions shall not be modified, except to the extent provided herein. All of OWNER's instructions to Contractor will be issued through ENGINEER who shall have authority to act on behalf of OWNER in dealings with Contractor to the extent provided in this Agreement and said Standard General Conditions, except as otherwise provided in writing.

Task 10.2: Visits to Site and Observation of Construction – In connection with observations of the work of Contractor while in progress:

ENGINEER shall make visits to the site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor's work. Such visits and observations by ENGINEER are not intended to be exhaustive or to extend to every aspect of the work in progress, or to involve detailed inspections of the work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the work based on ENGINEER's exercise of professional judgment. Based on information obtained during such visits and such observations, ENGINEER shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents, and ENGINEER shall keep OWNER informed of the progress of the work. The responsibilities of ENGINEER contained in this paragraph are expressly subject to the limitations set forth in the following paragraph and other express or general limitations in this Agreement and elsewhere.

The purpose of ENGINEER's visits to the site will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase and, in addition, by the exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. On the other hand, ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work; nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor, or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes, or orders applicable to Contractor's furnishing and performing the work. Accordingly, ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

Niki Ensor, P.E.
January 17, 2019
Page 4

ENGINEER will prepare for and attend preconstruction conference and monthly progress meetings with Contractor and OWNER and will coordinate with RPR related to the preparation and circulation of minutes thereof.

ENGINEER shall attend field acceptance testing for pumps to be performed by the Contractor in accordance with the Contract Documents.

Task 10.3: Factory Witness Testing – ENGINEER shall witness factory testing of equipment as required by the Contract Documents. A total of four trips of three days each within the continental U. S. has been assumed.

Task 10.4: Defective Work – During such visits and on the basis of such observations, ENGINEER shall have authority to disapprove of or reject Contractor's work while it is in progress, if ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

Task 10.5: Clarifications and Interpretations, Field Orders – ENGINEER shall issue necessary clarifications and interpretations of the Contract Documents, as appropriate to the orderly completion of the work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. ENGINEER may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

Task 10.6: Change Orders and Work Change Directives – ENGINEER shall recommend Change Orders and Work Change Directives to OWNER as appropriate and shall prepare Change Orders and Work Change Directives as required.

Task 10.7: Shop Drawings – ENGINEER shall review and approve (or take other appropriate action in respect of) Shop Drawings, Samples, Operations and Maintenance Manuals, and other data which Contractor is required to submit but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.

ENGINEER shall administer an electronic document control system (Sharepoint) for the use of the ENGINEER, OWNER, and Contractor. The electronic document control system will be used for the processing of shop drawings, RFIs, and other project communications and documentation.

Task 10.8: Substitutes – ENGINEER shall evaluate and determine the acceptability of substitute or or-equal materials and equipment proposed by Contractor. However, services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than or-equal items and services after the award of the Construction Contract in evaluating

Niki Ensor, P.E.
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and determining the acceptability of a substitute which is appropriate for the Project or an excessive number of substitutes will only be performed pursuant to an amendment to this Agreement for additional compensation.

Task 10.9: Disagreements between OWNER and Contractor – ENGINEER shall render the initial decisions on all claims of OWNER and Contractor relating to the acceptability of the work or the interpretation of the requirements of the technical and design related portions of the Contract Documents pertaining to the execution and progress of the work. In rendering such decisions, ENGINEER shall be fair and not show partiality to OWNER or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity. OWNER shall be responsible for interpretation of the requirements of Divisions 00 and 01 of the Contract Documents.

Task 10.10: Applications for Payment – Based on ENGINEER'S on-site observations as an experienced and qualified design professional and on review of Applications for Payment and the accompanying data and schedules:

ENGINEER shall determine the amounts that ENGINEER recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's representation to OWNER, based on such observations and review, that, to the best of ENGINEER's knowledge, information and belief, the work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the work. In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents). The responsibilities of ENGINEER contained in this paragraph are expressly subject to the limitations set forth in the following paragraph and other express or general limitations in this Agreement and elsewhere.

By recommending any payment, ENGINEER shall not thereby be deemed to have represented that on-site observations made by ENGINEER to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of the work in progress, or have involved detailed inspections of the work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. Neither ENGINEER's review of Contractor's work for the purposes of recommending payments nor ENGINEER's recommendation of any payment (including final payment) will impose on ENGINEER responsibility to supervise, direct, or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with laws, rules, regulations, ordinances, codes, or orders applicable to Contractor's furnishing and performing the work. It will also not impose responsibility on ENGINEER to make any examination

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to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price or to determine that title to any of the work, materials, or equipment has passed to OWNER free and clear of any liens, claims, security interests, or encumbrances or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.

Task 10.11: Contractor's Completion Documents – ENGINEER shall receive, review, and transmit to OWNER with written comments maintenance and operation instructions, schedules, guarantees, bonds, certificates, or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, and marked-up Record Documents (including Shop Drawings, Samples, and other data approved as provided under paragraph 5.6 and marked-up record drawings) which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. ENGINEER's review of such documents will only be to determine generally that their content complies with the requirements of and, in the case of certificates of inspections, tests, and approvals, the results certified indicate compliance with, the Contract Documents.

Task 10.12: Substantial Completion – Following notice from Contractor that Contractor considers the entire work ready for its intended use, ENGINEER and OWNER, accompanied by Contractor, shall conduct an inspection to determine if the work is substantially complete. If, after considering any objections of OWNER, ENGINEER considers the work substantially complete ENGINEER shall deliver a certificate of Substantial Completion to OWNER and Contractor.

Task 10.13: Final Notice of Acceptability of the Work – ENGINEER shall conduct a final inspection to determine if the completed work of Contractor is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, ENGINEER shall indicate that the work is acceptable (subject to the provisions of paragraph 5.10) to the best of ENGINEER's knowledge, information, and belief and based on the extent of the services performed and furnished by ENGINEER under this Agreement.

Task 10.14: Prepare Record Drawings - ENGINEER shall prepare one reproducible record drawing set based on information provided by the Contractor and reviewed as part of Task 5.10. Record Drawings shall also be delivered in electronic format as PDF files on CD.

ENGINEER will provide equipment O&M manual review as part of Task 5.6, however a ENGINEER prepared system O&M manual is not included within the project scope of work. Additional system O&M or electronic O&M services may be added by the OWNER by future amendment or separate agreement if desired.

Key assumptions for this task are as follows:

- The proposed scope and schedule assumes that construction for Phase 1 (WWTP and WW Collection Sites) will begin in March 2019 and that Phase 2 (WTP and Water Distribution Sites) will begin within 3 months after Phase 1.

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- Construction time assumes that Phase 1 and 2 will be 330 calendar days and that Phase 2 will begin approximately 90 calendar days after Phase 1. The total construction period for both Phases is assumed to be 420 calendar days (60 weeks).
- The proposed scope includes services for both Phase 1 and Phase 2 Construction.
- Site visits under Task 10.2 will include 4 visits (2 for each phase) in addition to visits associated with monthly progress meetings.
- The following construction meetings/workshops have been assumed:
 - Pre-construction meetings (2)
 - Sequence of Construction Workshop (2)
 - Submittal Coordination Meeting (2)
 - Systems and Conventions Workshops (2)
 - Historical Data Collection and Reports Workshop (2)
 - Graphics Review Meetings (2)
 - Factory Testing Coordination Meeting (2)
 - Field Testing Coordination Meeting (2)
 - Monthly Construction Progress Meetings (24)
- The following Factory Witness Testing Meetings are assumed:
 - Witnessed Factory Test No. 1 - WWTP Panels/Subpanels & initial batch of LS RTUs
 - Witnessed Factory Test No. 2 - Lift Station RTUs (approximately 35 - 40 RTUs); spot check 10%-20%)
 - Witnessed Factory Test No. 3-WTP Panels/Subpanels and initial batch of distribution RTUs
 - Witnessed Factory Test No. 4-Distribution RTUs

Task 11 – Resident Project Representative (RPR) Services

ENGINEER shall furnish a part-time Resident Project Representative ("RPR"), assistants and other field staff to assist ENGINEER in observing progress and quality of the work of Contractor.

Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of Contractor. However, ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures selected by

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Contractor, for safety precautions and programs incident to the work of Contractor, for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's performing and furnishing the work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

The duties and responsibilities of the RPR are limited to those of ENGINEER in ENGINEER's agreement with the OWNER and in the construction Contract Documents, and are further limited and described as follows:

A. General

RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and Contractor, keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

B. Duties and Responsibilities of RPR

1. Schedules: Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by Contractor and consult with ENGINEER concerning acceptability.
2. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison:
 - a. Serve as ENGINEER's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of Contract Documents; and assist ENGINEER in serving as OWNER's liaison with Contractor when Contractor's operations affect OWNER's on-site operations.
 - b. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.
4. Shop Drawings and Samples:
 - a. Record date of receipt of Shop Drawings and Samples.
 - b. Receive Samples which are furnished at the site by Contractor, and notify ENGINEER of availability of Samples for examination.

- c. Advise ENGINEER and Contractor of the commencement of any Work requiring a Shop Drawing or Sample if the submittal has not been approved by ENGINEER.
- 5. Review of Work, Rejection of Defective Work, Inspections and Tests:
 - a. Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to ENGINEER whenever RPR believes that any Work will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - c. Verify that tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and start-ups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.
- 6. Interpretation of Contract Documents: Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by ENGINEER.
- 7. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to Contractor in writing decisions as issued by ENGINEER.
- 8. Records:
 - a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and Samples, reproductions of original Contract Documents including all Work Change, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing submittals received from and delivered to Contractor and other Project related documents.
 - b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the job site, weather conditions, data relative to questions of Work Change Directives,

Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.

- c. Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.

9. Reports:

- a. Furnish to ENGINEER periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.
- c. Draft proposed Change Orders and Work Change Directives, obtaining backup material from Contractor and recommend to ENGINEER Change Orders, Work Change Directives, and Field Orders.
- d. Report immediately to ENGINEER and OWNER the occurrence of any accident.

10. Payment Requests: Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.

12. Completion:

- a. Before ENGINEER issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
- b. Observe whether Contractor has had performed inspections required by laws, rules, regulations, ordinances, codes, or orders applicable to the work, including but not limited to those to be performed by public agencies having jurisdiction over the work.

- c. Conduct a final inspection in the company of ENGINEER, OWNER and Contractor and prepare a final list of items to be completed or corrected.
- d. Observe whether all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance and issuance of the Notice of Acceptability of the Work.

C. Limitations of Authority by RPR

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items), unless authorized by ENGINEER.
2. Shall not exceed limitations of ENGINEER's authority as set forth in the Agreement or the Contract Documents.
3. Shall not undertake any of the responsibilities of Contractor, Subcontractors, Suppliers, or Contractor's superintendent.
4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Shall not accept Shop Drawing or Sample submittals from anyone other than Contractor.
7. Shall not authorize OWNER to occupy the Project in whole or in part.
8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

Time of Completion

The following schedule is the anticipated time of completion for the amended scope of work:

Task Description	Completion Date
Task 8 – Project Management and Administration-Bidding and Construction Phase	October 30, 2020
Task 9 – Bidding Assistance Services	July 31, 2019
Task 10 – General Services (GS) During Construction	September 30, 2020
Task 11 – Resident Project Representative (RPR) Services	September 30, 2020

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Payment and Compensation

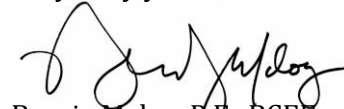
The City of Kingsport shall compensate the Engineer for providing services set forth herein in accordance with the terms of the Agreement. Invoicing for the work shall be monthly on a lump sum percentage of work completed basis. A status report will accompany each progress invoice. The project total upper limit shall be increased by \$498,000 for Tasks 8, 9, 10, and 11, and the new upper limit will be increased from \$500,000 to \$998,000. Total Contract amount shall not exceed \$998,000 without written amendment to this authorization. An estimated breakdown of cost by tasks covered in this amendment is provided for billing purposes below.

Task Description	Task Budget
Task 8 – Project Management and Administration-Bidding and Construction Phase	\$30,000
Task 9 – Bidding Assistance Services	\$24,000
Task 10 – General Services (GS) During Construction	\$250,000
Task 11 – Resident Project Representative (RPR) Services ⁽¹⁾	\$194,000
Amendment Total	\$498,000

(1) Budget assumes 1720 hours over 60 week period and no overtime, plus 40 hours for project orientation and closeout.

CDM Smith looks forward to continuing work with the City of Kingsport for the implementation of the SCADA project. Should you have any questions or require additional information, please do not hesitate to contact me at 865-963-4373.

Very truly yours,


Bernie Maloy, P.E., BCEE

Vice President

CDM Smith

cc: Eric Goodman