



## **AGENDA**

### **BOARD OF MAYOR AND ALDERMEN WORK SESSION**

**Wednesday, July 5, 2017, 4:00 p.m.  
City Hall, 225 W. Center St., Council Room, 2<sup>nd</sup> Floor**

#### **Board of Mayor and Aldermen**

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

Alderman-Elect Betsy Cooper  
Alderman Colette George  
Alderman Tommy Olterman

#### **Leadership Team**

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

Craig Dye, Fire Chief  
Lynn Tully, Development Services Director  
George DeCroes, Human Resources Director  
Heather Cook, Marketing and Public Relations Director

1. Call to Order
2. Roll Call
3. Fun Fest 2017 – Carlos Carvajal & Lucy Fleming
4. Paving Program Update – Ryan McReynolds
5. Projects Status – Jeff Fleming
6. Review of Items on July 5, 2017 Business Meeting Agenda
7. Adjourn

**Next Work Session, Wed., July 17, 2017:** Family Justice Center, Sales Tax, Wellness Clinic, Safety and Projects Status.

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

# Status Updates on Active Projects sorted by Cost

Estimated Cost	Project Owner	Project Manager	Project Name	Project #	Completion Date	CurrentStatus
\$13,733,749.69	Niki Ensor	Niki Ensor	Raw Water Intake Replacement (1.5 M EDA Grant)	WA1504	8/1/2017	Raw water line test at pump station is complete. Working on miscellaneous items to prepare for seven day test.
\$7,500,000.00	Ryan McReynolds	Thompson, Michael	SR 347 (Rock Springs Road) [State & MTPO funded]	No City Funds	12/31/2020	Preliminary Design underway.
\$6,616,000.00	Chad Austin	Norman Eichmann	Reedy Creek Sewer Trunk Line	SW1706	3/21/2018	Tunnel under CSX is complete, pipe installed. Contractor setting up to tunnel under W. Sullivan St. near Reedy Creek bridge.
\$6,600,000.00	Niki Ensor	Niki Ensor	Water & Wastewater Facilities SCADA/Telemetry Project		4/1/2019	Water & Wastewater Facilities SCADA/Telemetry Master Plan complete. Design agreement to be taken to BMA for approval 6/20/17.
\$4,300,000.00	Chad Austin	Hank Clabaugh	Border Regions Utility Upgrades		2/17/2020	Design to begin January 2018
\$4,000,000.00	Chris McCartt	Mason, David	New KATS Transit Center	GP1718	11/15/2018	Bid Opening scheduled for 8/3/17.
\$3,750,000.00	Niki Ensor	Niki Ensor	Chemical Feed Design	WA1403	4/1/2019	Soil Borings were completed week of 6/5/17.
\$3,740,000.00	Niki Ensor	Niki Ensor	West Kingsport Forcemain and Pump Station Improvements	SW1708	6/1/2018	Hazen & Sawyer completing internal QC. Easement descriptions should be back next week. Should receive bid documents by the end of the month.
\$3,300,000.00	Michael Thompson	Thompson, Michael	Indian Trail Drive Extension	GP1615	12/31/2017	Utility coordination underway.
\$2,291,714.00	Chad Austin	Mike Hickman	Colonial Heights Ph V Sewer & Water	SW1512/ WA1404	11/15/2017	Contractor working in Oakmont Area.
\$2,263,500.00	Chad Austin	Pamela Gilmer	Pendragon Sidewalk & Water Improvement		7/1/2018	Project advertised 6/25/17.
\$1,926,364.00	Chad Austin	Mike Hickman	Colonial Heights Ph IV Sewer & Water	SW1511	9/3/2017	Contractor working in Droke Farm area.
\$1,886,220.00	Chad Austin	Pamela Gilmer	System Wide Water Upgrades FY15 Phase 2	WA1603	7/3/2017	All line installed. Testing underway on Melrose Lane. Dress up on-going.
\$1,700,000.00	Michael Thompson	Thompson, Michael	Main Street Rebuild [City & MTPO Funded]	GP1516	4/1/2021	Survey is complete and the Environmental Document underway.
\$1,593,370.00	Chad Austin	Mason, David	Water/Wastewater/Stormwater Office	SW1705/ WA1703/S T1708	7/15/2017	Working on phone line installation req'd for fire alarm and elevator inspections.
\$1,500,000.00	Rob Cole	Mason, David	Bays Mountain Dam Rehabilitation	GP1707	12/31/2017	Anticipate plans ready this summer.
\$1,250,000.00	Niki Ensor	Niki Ensor	Pipe Gallery Improvements	WA1505	3/31/2018	90% review meeting scheduled for 7/6/17.
\$1,245,300.00	Chris McCartt	Mason, David	Centennial Park	GP1533	8/25/2017	Granite history bands are onsite. History walk concrete complete, working on center fountain paving.

Estimated Cost	Project Owner	Project Manager	Project Name	Project #	Completion Date	CurrentStatus
\$977,566.00	Ronnie Hammonds	Clabaugh, Hank	Wilcox Sidewalk Phase 5 [State & MTPO funded]	MPO15D	11/17/2017	Start date for construction is on or about July 17, 2017.
\$961,140.00	Michael Thompson	Thompson, Michael	Stone Drive - Phase 2 (SR 1, US 11W) Sidewalk Improvements from Stonebrook Place Pvt. Dr. to Lynn Garden Drive [95% State Funded 5% City]		8/31/2020	Consultant Evaluation Committee has selected primary and secondary consultant and will be negotiating a finalized scope and fee.
\$940,000.00	Kitty Frazier	Clabaugh, Hank	Kingsport Greenbelt - Eastern Extension - Phase 1 [Fed. Grant & City funded]	GP1529	12/31/2017	Plans resubmitted 6/14/17 for construction approval.
\$831,797.00	Niki Ensor	Hank Clabaugh	Colonial Heights SLS	SW1511	9/15/2017	Clearing, grubbing, and grading of the two lift station sites have began.
\$697,475.00	Michael Thompson	Thompson, Michael	Stone Drive - Phase 1 (SR 1, US 11W) Sidewalk Improvements from Stonebrook Place Pvt. Dr. to American Way [95% State Funded 5% City]	TBD	12/8/2018	Final ROW Plans development underway.
\$682,570.00	Michael Thompson	Thompson, Michael	Riverport Road Stabilization	GP1720, GP1723	6/30/2017	Guardrail on Bays Mountain Complete. Awaiting completion on Riverport Road.
\$638,357.70		Clabaugh, Hank	2017 Contracted Paving - Colonial Heights Area		9/30/2017	Contract was approved by the BMA. Contracts will be working their way through the signature phase.
\$600,000.00	Kitty Frazier	Mason, David	Riverbend Park	GP1512	1/31/2018	BWSC under contract for master planning services.
\$541,072.00	Michael Thompson	Clabaugh, Hank	Enterprise Place Roadway Improvements	GP1611	7/15/2017	The contractor is currently forming and placing concrete sidewalk. Paving is expected late next week.
\$522,000.00	Kitty Frazier	Mason, David	Borden Park Improvements Phase 1	GP1510	9/21/2017	Base bid is substantially complete. Alternate parking lots underway.
\$415,000.00	Chad Austin	Chris Alley	SR 93- Fall Branch section (TDOT)		12/27/2019	Under design by BWSC; "B Date" package due 8/1/2017; TDOT Letting Date: 12/8/2017
\$400,000.00	Michael Thompson	Thompson, Michael	Signalization of the SR 126 (Memorial Blvd. at Island Road Intersection [State & MTPO Funded])	MPO15A	9/30/2019	MTPO resubmitted TIP last week and received FHWA and TDOT approval week of 6/5/17. Still awaiting NTP with construction phase.
\$352,000.00	Chad Austin	Chris Alley	SR 93- Horse Creek/Derby Drive Section (TDOT)		12/27/2019	Design modifications and easement drawings being made by BWSC; "B Date" package due 8/1/2017; TDOT Letting Date: 12/8/2017
\$245,100.00	Rob Cole	Mason, David	Bays Mountain - Pavillion at Lily Pad Cove	GP1707	9/1/2017	Contractor to start light demo and temporary fencing June 26
\$234,825.75	City Schools	Clabaugh, Hank	Dobyns-Bennett Parking Lot Improvements (Park St/Center St)		7/28/2017	The Contractor is currently focusing on the forming and placement of the concrete curb, islands, sidewalk, and driveway headers.

Estimated Cost	Project Owner	Project Manager	Project Name	Project #	Completion Date	CurrentStatus
\$221,800.00	Tim Elsea	Elsea, Tim	Lynn Garden Signal System [MTPO & City funded]	MPO15C	1/31/2018	Utility certifications received. Finalizing bid documents to submit to TDOT for review.
\$200,000.00	Kitty Frazier	Mason, David	J. Fred Johnson Park Improvements	GP1629	9/15/2017	Building demolition to begin any day now. Coordinating light pole relocation with AEP.
\$179,260.00	Tim Elsea	Elsea, Tim	Sullivan Street & Clay Street Signal	GP1740	10/13/2017	Right-of-way acquisition is complete. Will be working to get a signed contract in coming weeks.
\$130,000.00	Lynn Tully	Thompson, Michael	Church Circle Improvements	GP1224	11/17/2017	Project Advertisement 7/2/17. Bid opening scheduled for 8/1/17.
\$90,000.00	Kitty Frazier	Clabaugh, Hank	Reedy Creek Terrace Bridge	ST1503	12/31/2017	Project is expected to be advertised for bids in July 2017.
\$45,884.40	Kitty Frazier	Mason, David	Shade Structures at Brickyard Park	GP1729	7/31/2017	Materials on order.
	Kitty Frazier	Clabaugh, Hank	Buffalo Grasslands Boardwalk/Greenbelt Connector		12/31/2017	The bid opening date for this project is June 29th.

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## **AGENDA**

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

#### **BUSINESS MEETING**

**Wednesday, July 5, 2017, 7:00 p.m.**

**City Hall, 225 W. Center St., Courtroom, 2<sup>nd</sup> Floor**

#### **Board of Mayor and Aldermen**

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

Alderman-Elect 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  
Craig Dye, Fire Chief  
Lynn Tully, Development Services Director  
George DeCroes, Human Resources Director  
Heather Cook, Marketing and Public Relations Director

#### **I. CALL TO ORDER**

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

#### **II.B. INVOCATION – Pastor David Salley, Gravelly Baptist Church**

#### **III.A. SWEARING IN OF ELECTED BOARD MEMBERS – Judge McLellan**

John Clark, Mayor  
Jennifer Adler, Alderman  
Joe Begley, Alderman  
Betsy Cooper, Alderman  
Colette George, Alderman

#### **III.B. ROLL CALL**

#### **III.C. SELECTION OF VICE MAYOR**



#### **IV.A. RECOGNITIONS & PRESENTATIONS**

1. Keeton Family – Feed the Fire

#### **IV.B. APPOINTMENTS**

None

#### **V. APPROVAL OF MINUTES**

1. Work Session – June 19, 2017
2. Business Meeting – June 20, 2017

#### **VI. COMMUNITY INTEREST ITEMS**

##### **A. PUBLIC HEARINGS**

None

#### **COMMENT**

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

##### **B. BUSINESS MATTERS REQUIRING FIRST READING**

1. Appropriate Partnership Support Grant from Tennessee Arts Commission (AF: 184-2017) (Chris McCartt)
  - Ordinance – First Reading
2. Budget Ordinance Appropriating Funds and Enter into a Professional Services Agreement with Barge, Waggoner, Sumner & Cannon, Inc. (BWSC) for Meadowview Roadway Design & Permitting Services (AF: 195-2017) (Ryan McReynolds)
  - Resolution
  - Ordinance – First Reading

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

1. Accept Donations for Commissioned Artwork for the Children's Area at the Library and Appropriate Fund (AF: 177-2017) (Chris McCartt)
  - Ordinance – **Second Reading and Final Adoption**
2. Budget Adjustment Ordinance for FY17 (AF: 178-2017) (Jeff Fleming)
  - Ordinance – **Second Reading and Final Adoption**

##### **D. OTHER BUSINESS**

1. Approving Updates to the City's Substance Abuse Policy Consistent with Federal Transit Authority Regulations (AF: 182-2017) (Mike Billingsley)
  - Resolution

2. Awarding the Bid for the Purchase of Tire Recapping Services to the Goodyear Tire & Rubber Company (AF: 189-2017) (Ryan McReynolds)
  - Resolution
3. Enter into a Mutual Aid Agreement with the Sullivan County Highway Department for Resurfacing of the City's Portion of Buttermilk Road (AF: 190-2017) (Ryan McReynolds)
  - Resolution
4. Approving an Assignment of a Lease at the V. O. Dobbins Facility (AF: 191-2017) (Chris McCartt)
  - Resolution
5. Amendment to Annual Flagging Service Agreement (AF: 192-2017) (Ryan McReynolds)
  - Resolution
6. Consider Authorization for City Recorder to Reconcile and Adjust Uncollectible Property Tax for Tax Year 2006 (AF: 138-2017) (Joe May)
  - Resolution
7. Condemn Easements and Right-of-Ways for Colonial Heights Sanitary Sewer Project (AF: 196-2017) (Mike Billingsley)
  - Resolution

## **VII. CONSENT AGENDA**

1. Approve Agreement Allowing Participating Institutions in the Kingsport Center for Higher Education and Approval for Northeast State Community College to Enter into Sub-lease Agreements with Participating Institutions (AF: 194-2017) (Chris McCartt)
  - Resolution

## **VIII. COMMUNICATIONS**

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

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

## **IX. ADJOURN**

Minutes of the Regular Work Session of the  
Board of Mayor and Aldermen, City of Kingsport, Tennessee  
Monday, June 19, 2017, 4:30 PM  
Council Room – City Hall

**PRESENT:** Board of Mayor and Aldermen

Mayor John Clark

Vice-Mayor Mike McIntire

Alderman Darrell Duncan

Alderman Colette George

Alderman Tommy Olterman

Alderman Tom C. Parham

Alderman Tom Segelhorst

City Administration

Jeff Fleming, City Manager

J. Michael Billingsley, City Attorney

James H. Demming, City Recorder

1. **CALL TO ORDER:** 4:30 p.m. by Mayor Clark.
2. **ROLL CALL:** By Deputy City Recorder Marshall.
3. **KINGSPORT'S CENTENNIAL.** CeeGee and Jeff McCord gave a brief update on the centennial events, noting everything is going great.
4. **ACADEMIC VILLAGE.** Jeff McCord provided details on the progress the academic village has made.
5. **PROJECTS STATUS.** City Manager Fleming provided an update on each city project.
6. **REVIEW OF AGENDA ITEMS ON THE JUNE 20, 2017 REGULAR BUSINESS MEETING AGENDA.** City Manager Fleming and members of staff gave a summary or presentation for each item on the proposed agenda. The following items were discussed at greater length or received specific questions or concerns.
  - VI.D.14 **Change Order No. 1 for Borden Park Phase 1 Improvements** (AF: 180-2017). Assistant City Manager for Administration Chris McCartt discussed this item and answered questions.
  - VI.D.15 **Enter into a Professional Service Agreement with CDM Smith for Water and Wastewater Facilities SCADA Design and Master Plan Implementation** (AF: 188-2017). Assistant City Manager for Operations Ryan McReynolds provided information on this item.
  - VI.D.16 **Authorize the Purchase of Dell Latitude E5570 Laptops from FireFly Computers for Teachers in the Kingsport City School System** (AF: 185-2017). Kingsport City Schools Chief Finance Officer David Frye answered questions on this item, noting these laptops replaced desktop computers for teachers.

**Minutes of the Regular Work Session of the Board of Mayor and Aldermen of  
Kingsport, Tennessee, Monday, June 19, 2017**

**VI.D.17 Authorize the Purchase of Chromebooks from FireFly Computers for 4<sup>th</sup> and 9<sup>th</sup> Grade Students in the Kingsport City School System** (AF: 186-2017). David Frye provided details on this item, noting this was a part of the one to one program offering devices to students in fourth through ninth grades. Some discussion followed.

**VI.D.18 Authorize the Purchase of College and Career Readiness Software Platform for Kingsport City School System** (AF: 187-2017). Kingsport City Schools Secondary Curriculum Coordinator answered questions on this item, noting this followed the vision to ensure college and career readiness. Alderman Segelhorst questioned if this was the low bidder. David Frye answered it was not and explained the RFP [request for proposals] process. He stated this process allows for choosing the program that best meets the needs, even if it is not the lowest bidder. Alderman Segelhorst also asked if this item and the previous two items had been approved by the school board. City Attorney Billingsley confirmed they had not, but they were to be heard tomorrow night before it will come before the BMA. He stated he would be notified as soon as they were approved and he would let the board know. There was some discussion.

**VI.D.19 Apply for the AARP Community Challenge Grant** (AF: 183-2017). Director of Parks and Recreation Kitty Frazier gave details on this item.

**VI.D.20 Authorize the Kingsport Chamber Foundation to Construct the Gold Star Memorial Monument in J. Fred Johnson Park** (AF: 136-2017). Kingsport Chamber President Miles Burdine presented this item. Mr. Ernie Rumsby with the Tri-Cities Military Affairs Council provided further details about this project.

**7. ADJOURN.** Seeing no other matters presented for discussion at this work session, Mayor Clark adjourned the meeting at 5:50 p.m.

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ANGELA MARSHALL  
Deputy City Recorder

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JOHN CLARK  
Mayor

Minutes of the Regular Business Meeting of the  
Board of Mayor and Aldermen of the City of Kingsport, Tennessee  
Tuesday, June 20, 2017, 7:00 PM  
Large Court Room – City Hall

**PRESENT:**

Board of Mayor and Aldermen

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

Alderman Tommy Olterman  
Alderman Tom C. Parham  
Alderman Tom Segelhorst

City Administration

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

- I. CALL TO ORDER:** 7:00 p.m., by Mayor John Clark.
- II.A. PLEDGE OF ALLEGIANCE TO THE FLAG:** Alderman Tom Parham.
- II.B. INVOCATION:** Pastor Paul Becker, Concordia Lutheran Church.
- III. ROLL CALL:** By City Recorder Demming. All Present.
- IV.A. RECOGNITIONS AND PRESENTATIONS.**
1. Keep Kingsport Beautiful Awards – Robin Cleary.
  2. Employee Dependent Scholarship Recipients - Lesley Phillips.
  3. Above & Beyond - Rochelle Trent (Alderman George).
- IV.B. APPOINTMENTS/REAPPOINTMENTS.** None.
- V. APPROVAL OF MINUTES.**
- Motion/Second: Parham/McIntire, to approve minutes for the following meetings:
- A. June 5, 2017 Regular Work Session
  - B. June 6, 2017 Regular Business Meeting
- Approved: All present voting "aye."
- VI. COMMUNITY INTEREST ITEMS.**
- A. PUBLIC HEARINGS.**

1. **Annexation Annual Plan of Services Report** (AF: 146-2017)  
(Nathan Woods). City Planner Nathan Woods gave a brief presentation on this item.

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

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, June 20, 2017**

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

**B. BUSINESS MATTERS REQUIRING FIRST READING.**

- 1. Accept Donations for Commissioned Artwork for the Children's Area at the Library and Appropriate Funds (AF: 177-2017) (Chris McCartt).**

Motion/Second: George/Duncan, to pass:

**Resolution No. 2017-234, A RESOLUTION ACCEPTING A DONATION FROM THE FRIENDS OF THE KINGSPORT LIBRARY FOR THE PURCHASE OF COMMISSIONED ARTWORK FOR THE CHILDREN'S AREA AT THE KINGSPORT PUBLIC LIBRARY**

Passed: All present voting "aye."

Motion/Second: George/Duncan, to pass:

**AN ORDINANCE TO AMEND THE GENERAL PROJECT-SPECIAL REVENUE FUND BUDGET BY APPROPRIATING DONATED FUNDS TO THE LIBRARY CHILDREN'S ARTWORK PROJECT FOR THE YEAR ENDING JUNE 30, 2017; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE**

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

- 2. Budget Adjustment Ordinance for FY17 (AF: 178-2017) (Jeff Fleming).**

Motion/Second: Parham/McIntire, to pass:

**AN ORDINANCE TO AMEND VARIOUS PROJECTS FOR THE YEAR ENDING JUNE 30, 2017; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE**

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

**C. BUSINESS MATTERS REQUIRING FINAL ADOPTION.**

- 1. Adopt the FY17-18 Sewer Fund Budget (AF: 148-2017) (Ryan McReynolds).**

Motion/Second: McIntire/Segelhorst, to pass:

**ORDINANCE NO. 6672, AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE, ADOPTING A FINAL SEWER FUND BUDGET AND APPROPRIATING FUNDS FOR THE FISCAL YEAR BEGINNING JULY 1, 2017 AND ENDING JUNE 30, 2018, AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE**

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

- 2. Adopt the FY17-18 Water Fund Budget (AF: 149-2017) (Ryan McReynolds).**

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Motion/Second: McIntire/George, to pass:

**ORDINANCE NO. 6673**, AN ORDINANCE TO AMEND VARIOUS PROJECTS FOR THE YEAR ENDING JUNE 30, 2017; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**3. Adopt the FY17-18 Budget (AF: 147-2017) (Jeff Fleming)**

Motion/Second: McIntire/Duncan, to pass:

**ORDINANCE NO. 6674**, AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE, ADOPTING A FINAL BUDGET AND APPROPRIATING FUNDS FOR THE FISCAL YEAR BEGINNING JULY 1, 2017 AND ENDING JUNE 30, 2018, AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**4. Accept Donations for Veterans Memorial (AF: 131-2017) (Chris McCartt)**

Motion/Second: Segelhorst/George, to pass:

**ORDINANCE NO. 6675**, AN ORDINANCE TO AMEND THE GENERAL PROJECT FUND BUDGET BY APPROPRIATING DONATED FUNDS TO THE VETERANS MEMORIAL PROJECT FOR THE YEAR ENDING JUNE 30, 2017; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**5. Adopt FY17-18 School Public Law 93-380 Grant Project Fund Budget (AF: 150-2017) (Jeff Fleming, David Frye)**

Motion/Second: McIntire/Parham, to pass:

**ORDINANCE NO. 6676**, AN ORDINANCE TO ESTABLISH PL93-380 GRANT PROJECT FUND FOR THE PL93-380 GRANT, TO APPROPRIATE SUCH FUNDS AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**6. Adopt FY17-18 Special Schools Projects Grant Fund Budget (AF: 151-2017) (Jeff Fleming, David Frye)**

Motion/Second: Segelhorst/Parham, to pass:

**ORDINANCE NO. 6677**, AN ORDINANCE TO ESTABLISH SPECIAL SCHOOL GRANT PROJECT FUND 145 FOR SPECIAL SCHOOL PROJECTS GRANT, TO

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APPROPRIATE SUCH FUNDS AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**7. Adopt FY17-18 Urban Mass Transit Budget** (AF: 152-2017)  
(Chris McCartt)

Motion/Second: Olterman/George, to pass:

**ORDINANCE NO. 6678**, AN ORDINANCE TO APPROPRIATE URBAN MASS TRANSIT GRANT PROJECT FUNDS AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**8. Adopt FY17-18 Metropolitan Planning Project Grant Budget** (AF: 153-2017) (Ryan McReynolds)

Motion/Second: Segelhorst/Duncan, to pass:

**ORDINANCE NO. 6679**, AN ORDINANCE TO APPROPRIATE METROPOLITAN TRANSPORTATION PLANNING GRANT PROJECT FUNDS; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**9. Transfer Funds to the Sullivan Street and Clay Street Intersection Signal Installation Project** (AF: 155-2017) (Ryan McReynolds)

Motion/Second: George/Duncan, to pass:

**ORDINANCE NO. 6680**, AN ORDINANCE TO AMEND THE GENERAL PROJECT FUND BUDGET BY TRANSFERRING FUNDS TO THE SULLIVAN AND CLAY SIGNAL PROJECT FOR THE YEAR ENDING JUNE 30, 2017; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**10. FY18 Community Development Block Grant Budget** (AF: 159-2017) (Lynn Tully)

Motion/Second: McIntire/Duncan, to pass:

**ORDINANCE NO. 6681**, AN ORDINANCE TO APPROPRIATE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR THE FISCAL YEAR ENDING JUNE 30, 2018; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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



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**11. Amend City Code Sections 62-72 and 66-102 Pertaining to  
Weapons (AF: 135-2017) (Mike Billingsley)**

Motion/Second: Segelhorst/George, to pass:

**ORDINANCE NO. 6682**, AN ORDINANCE REPEALING AND DELETING SECTION 62-72 PERTAINING TO CARRYING WEAPONS AND AMENDING SECTION 66-102 PERTAINING TO PROJECTILE WEAPONS OR DEVICES OF THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**D. OTHER BUSINESS.**

**1. Bid Award for the Purchase of Crushed Stone for Use by All City  
Departments to Vulcan Construction Materials, LP (AF: 168-2017) (Ryan  
McReynolds).**

Motion/Second: Segelhorst/Parham, to pass:

**Resolution No. 2017-235**, A RESOLUTION AWARDDING THE BID FOR PURCHASE OF CRUSHED STONE TO VULCAN CONSTRUCTION MATERIALS, LP AND AUTHORIZING THE CITY MANAGER TO EXECUTE BLANKET PURCHASE ORDERS FOR THE SAME

Passed: All present voting "aye."

**2. Bid Award for the Purchase of Asphalt for Use by All City  
Departments to W-L Construction and Paving Co., Inc., Pavewell Paving Co., Inc.,  
and Summers-Taylor, Inc. (AF: 169-2017) (Ryan McReynolds)**

Motion/Second: George/Duncan, to pass:

**Resolution No. 2017-236**, A RESOLUTION AWARDDING THE BID FOR PURCHASE OF ASPHALT TO W-L CONSTRUCTION AND PAVING COMPANY, INC., PAVEWELL PAVING COMPANY, INC. AND SUMMERS-TAYLOR, AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

Passed: All present voting "aye."

**3. Bid Award for the Purchase of Concrete for Use by All City  
Departments to Kingsport Concrete, Transit Mix Concrete, Ready Mix USA, East TN  
Concrete & Summers-Taylor, Inc. (AF: 170-2017) (Ryan McReynolds)**

Motion/Second: Segelhorst/Parham, to pass:

**Resolution No. 2017-237**, A RESOLUTION AWARDDING THE BID FOR PURCHASE OF CONCRETE TO KINGSPORT CONCRETE, TRANSIT MIX CONCRETE, READY MIX USA, EAST TENNESSEE CONCRETE AND SUMMERS-TAYLOR, INC., AND

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AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

Passed: All present voting "aye."

**4. Renew Awarded Bids for the Purchase of Unleaded Gasoline & Ultra Low Sulfur Diesel Fuel to Mansfield Oil Co. of Gainesville (AF: 171-2017) (Ryan McReynolds)**

Motion/Second: Parham/McIntire, to pass:

**Resolution No. 2017-238**, A RESOLUTION RENEWING THE CONTRACT FOR PURCHASE OF UNLEADED GASOLINE AND ULTRA LOW SULFUR DIESEL FUEL FOR USE IN CITY EQUIPMENT FOR FISCAL YEAR 2018 TO MANSFIELD OIL COMPANY OF GAINESVILLE AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

Passed: All present voting "aye."

**5. Bid Award for the Purchase of Copier Paper to American Paper & Twine Company (AF: 172-2017) (Chris McCartt)**

Motion/Second: Segelhorst/George, to pass:

**Resolution No. 2017-239**, A RESOLUTION AWARDING THE BID FOR PURCHASE OF COPIER PAPER FOR FISCAL YEAR 2018 FOR USE BY THE CITY, INCLUDING THE CITY SCHOOLS, TO AMERICAN PAPER AND TWINE COMPANY AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

Passed: All present voting "aye."

**6. Bid Award for the Purchase of Road Salt to Compass Minerals America, Inc. for FY18 (AF: 173-2017) (Ryan McReynolds)**

Motion/Second: George/Olterman, to pass:

**Resolution No. 2017-240**, A RESOLUTION AWARDING THE BID FOR PURCHASE OF ROAD SALT TO COMPASS MINERALS AMERICA, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

Passed: All present voting "aye."

**7. Extend the Bid Award to Purchase Janitorial Supplies & Equipment to Supplyworks for FY18 (AF: 174-2017) (Ryan McReynolds)**

Motion/Second: Parham/George, to pass:

**Resolution No. 2017-241**, A RESOLUTION AUTHORIZING AN AGREEMENT WITH SUPPLYWORKS FOR VARIOUS JANITORIAL ITEMS; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ANY OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE AGREEMENT; AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS

Passed: All present voting "aye."

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**8. Bid Award for 2017 Contracted Paving to W-L Construction (AF: 176-2017) (Ryan McReynolds)**

Motion/Second: McIntire/Duncan, to pass:

**Resolution No. 2017-242**, A RESOLUTION AWARDDING THE BID FOR THE 2017 PAVING FOR THE COLONIAL HEIGHTS AREA PROJECT TO W-L CONSTRUCTION AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

**9. Bid Award for Purchase of Propane to Marsh Propane (AF: 175-2017) (Ryan McReynolds)**

Motion/Second: Segelhorst/Parham, to pass:

**Resolution No. 2017-243**, A RESOLUTION AWARDDING THE BID FOR PURCHASE OF PROPANE FOR USE IN CITY EQUIPMENT FOR FISCAL YEAR 2018 TO MARSH PROPANE AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

Passed: All present voting "aye."

**10. Master Agreement with the Virginia Department of Transportation and a Letter of Authorization Accepting Federal and State Funds on Behalf of the Kingsport MTPO (AF: 181-2017) (Bill Albright)**

Motion/Second: McIntire/Parham, to pass:

**Resolution No. 2017-244**, A RESOLUTION APPROVING A MASTER AGREEMENT WITH THE COMMONWEALTH OF VIRGINIA DEPARTMENT OF TRANSPORTATION FOR THE UTILIZATION OF FEDERAL AND STATE FUNDS TO SUPPORT METROPOLITAN PLANNING IN THE KINGSFORT AREA; A LETTER OF AUTHORIZATION BETWEEN THE CITY OF KINGSFORT AND THE VIRGINIA DEPARTMENT OF TRANSPORTATION TO RECEIVE FEDERAL HIGHWAY ADMINISTRATION PLANNING FUNDS FOR USE BY THE KINGSFORT AREA METROPOLITAN TRANSPORTATION PLANNING ORGANIZATION FOR THE FISCAL YEAR 2018; AUTHORIZING THE MAYOR TO EXECUTE THE SAME; AND AUTHORIZING THE MAYOR TO EXECUTE ANY OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE LETTER OF AUTHORIZATION

Passed: All present voting "aye."

**11. Adopt the Fee Resolution for FY18 Fees and Charges Provided for in the City Code (AF: 130-2017) (Jeff Fleming)**

Motion/Second: Duncan/Parham, to pass:

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**Resolution No. 2017-245**, A RESOLUTION SETTING THE RATES, FEES AND CHARGES AS PROVIDED BY THE CITY OF KINGSPORT CODE OF ORDINANCES  
Passed: All present voting "aye."

**12. Accept the Donation of Time and Services for the Construction of Picnic Shelters at Borden Park from the Kingsport Rotary Club** (AF: 158-2017)  
(Chris McCartt, Kitty Frazier)

Motion/Second: McIntire/George, to pass:

**Resolution No. 2017-246**, A RESOLUTION ACCEPTING A DONATION OF TIME AND SERVICES FOR THE CONSTRUCTION OF TWO PICNIC SHELTERS FOR BORDEN PARK BY THE ROTARY CLUB OF KINGSPORT  
Passed: All present voting "aye."

**13. Change Order No. 1 for the Centennial Park Project** (AF: 179-2017) (Chris McCartt)

Motion/Second: Parham/ McIntire, to pass:

**Resolution No. 2017-247**, A RESOLUTION APPROVING CHANGE ORDER #1 TO THE CONTRACT WITH ARMSTRONG CONSTRUCTION COMPANY, INC. FOR CENTENNIAL PARK AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE CHANGE ORDER  
Passed: All present voting "aye."

**14. Change Order No. 1 for Borden Park Phase 1 Improvements** (AF: 180-2017) (Chris McCartt)

Motion/Second: George/Duncan, to pass:

**Resolution No. 2017-248**, A RESOLUTION APPROVING CHANGE ORDER #1 TO THE CONTRACT WITH DUCO CONSTRUCTION LLC FOR BORDEN PARK – PHASE I IMPROVEMENTS AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE CHANGE ORDER  
Passed: All present voting "aye."

**15. Enter into a Professional Service Agreement with CDM Smith for Water and Wastewater Facilities SCADA Design and Master Plan Implementation** (AF: 188-2017) (Ryan McReynolds)

Motion/Second: McIntire/George, to pass:

**Resolution No. 2017-249**, A RESOLUTION APPROVING A PROFESSIONAL SERVICE AGREEMENT WITH CDM SMITH AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT  
Passed: All present voting "aye."

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**16. Authorize the Purchase of Dell Latitude E5570 Laptops from FireFly Computers for Teachers in the Kingsport City School System** (AF: 185-2017) (David Frye, Scott Pierce)

Motion/Second: Olterman/Parham, to pass:

**Resolution No. 2017-250**, A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO FIREFLY COMPUTERS FOR 157 DELL LATITUDE E5570 LAPTOPS COMPUTERS FOR USE BY TEACHERS AT KINGSPORT CITY SCHOOLS

Passed: All present voting "aye."

**17. Authorize the Purchase of Chromebooks from FireFly Computers for 4<sup>th</sup> and 9<sup>th</sup> Grade Students in the Kingsport City School System** (AF: 186-2017) (David Frye, Scott Pierce)

Motion/Second: Parham/McIntire, to pass:

**Resolution No. 2017-251**, A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO FIREFLY COMPUTERS FOR 1,300 ACER N7 CHROMEBOOKS FOR USE BY STUDENTS AT KINGSPORT CITY SCHOOLS

Passed: All present voting "aye."

**18. Authorize the Purchase of College and Career Readiness Software Platform for Kingsport City School System** (AF: 187-2017) (David Frye, Brian Cinnamon)

Motion/Second: McIntire/Parham, to pass:

**Resolution No. 2017-252**, A RESOLUTION AUTHORIZING THE PURCHASE OF COLLEGE AND CAREER READINESS SOFTWARE FOR THE KINGSPORT CITY SCHOOL SYSTEM AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE SAME

Passed: All present voting "aye."

**19. Apply for the AARP Community Challenge Grant** (AF: 183-2017) (Robin DiMona, Chris McCartt)

Motion/Second: George/Duncan, to pass:

**Resolution No. 2017-253**, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A COMMUNITY CHALLENGE GRANT FROM AARP, INC.

Passed: All present voting "aye."

**20. Authorize the Kingsport Chamber Foundation to Construct the Gold Star Memorial Monument in J. Fred Johnson Park** (AF: 136-2017) (Chris

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McCartt). To show the unity of support the board has for this item, the left side of the table made the motion and the right side of table seconded the motion.

Motion/Second: Segelhorst/George, to pass:

**Resolution No. 2017-254**, A RESOLUTION AUTHORIZING THE KINGSFORT CHAMBER FOUNDATION TO CONSTRUCT THE GOLD STAR MEMORIAL MONUMENT IN J. FRED JOHNSON PARK AND AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

Passed: All present voting "aye."

**VII. CONSENT AGENDA.**

1. **Agreement with FC Dallas Tri Soccer Organization** (AF: 157-2017) (Chris McCartt).

Motion/Second: McIntire/George, to adopt:

**Resolution No. 2017-255**, A RESOLUTION APPROVING AGREEMENTS WITH FC DALLAS TRI, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENTS AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

**VIII. COMMUNICATIONS.**

- A. CITY MANAGER.** Mr. Fleming commented on the outgoing aldermen, noting their service to the city began before they were elected and would continue after they leave. He thanked Alderman Parham for his contributions to the Greenbelt and the Animal Shelter. He thanked Alderman Segelhorst for coming back and volunteering his service to Funfest and bringing attention to the safety of city employees. He thanked Alderman Duncan for his work on the pediatric unit and closed by stating he looks forward to working with all of them in the future.
- B. MAYOR AND BOARD MEMBERS.** Alderman Olterman commented on a vote he made at the last meeting, noting he did not have enough information. He stated he appreciated all the feedback he had received and he would do his homework next time. He echoed Mr. Fleming's sentiments regarding the outgoing board members. Alderman George asked Heather Cook to talk about the 4<sup>th</sup> of July Centennial Event since it will occur before the next meeting. She also thanked the Aldermen Parham, Segelhorst, and Duncan for their service and what each one brought to the table. She mentioned Meadowview would be hosting the first gymnastics tournament this weekend and encouraged people to attend. Vice-Mayor McIntire stated they were all wearing purple ribbons because it was Alzheimer's and brain health awareness month. He invited

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everyone to come out for the Kingsport Mets' first game Sunday night. He also stated the Centennial Edition of Showtime is scheduled for July 17 with reserved seating. He also mentioned the July 4<sup>th</sup> parade. Lastly he thanked the outgoing aldermen for their contributions to the citizens of Kingsport. Alderman Duncan stated it was privilege and an honor to serve the citizens of Kingsport and he appreciated everyone's kind words and the support of his wife. He wished the new board good luck, noting he looks forward to seeing the progress they make. He mentioned projects he was working on in the future and invited everyone to the Netherland Inn Lo Country Boil. Alderman Segelhorst congratulated the scholarship recipients and the beautification award winners. He encourage everyone to attend a Mets game, noting it was an affordable family outing. He stated he has enjoyed his time serving on the BMA, thanking his employer and his family. Alderman Parham stated he was thankful for the opportunity to serve. He commented he was very optimistic about the leadership and future of Kingsport. Mayor Clark also thanked everyone for their service and professionalism, noting it's not easy. He stated it was an honor earlier to present Alderman Duncan, Alderman Segelhorst and Alderman Parham with a key to the city.

**C. VISITORS.** Ms. Barbara Brown made comments to the outgoing aldermen.

**IX. ADJOURN.** Seeing no other business for consideration at this meeting, Mayor Clark adjourned the meeting at 8:17 p.m.

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ANGELA MARSHALL  
Deputy City Recorder

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JOHN CLARK  
Mayor



## AGENDA ACTION FORM

### Appropriate Partnership Support Grant from Tennessee Arts Commission

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

Action Form No.: AF-184-2017  
 Work Session: July 5, 2017  
 First Reading: July 5, 2017

Final Adoption: July 18, 2017  
 Staff Work By: B. Macdonald  
 Presentation By: C. McCart

### Recommendation:

Approve the Ordinance.

### Executive Summary:

The Tennessee Arts Commission has awarded the City of Kingsport for the Office of Cultural Arts a partnership grant of \$10,140 for FY18 which will be used for public art initiatives and community engagement. Grant dollars should be appropriated to FY18 general operating support 110-4505-471.20-20 for artistic contract employment. The grant requires a 1:1 match which is provided for in the operating budget.

### Attachments:

1. Ordinance

Funding source appropriate and funds are available: *JS*

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



PRE-FILED  
CITY RECORDER

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE TO AMEND THE GENERAL FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM THE TENNESSEE ARTS COMMISSION FOR THE YEAR ENDING JUNE 30, 2018; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Fund Cultural Arts operating budget be amended by appropriating grant funds received from the Tennessee Arts Commission in the amount of \$10,140 for public art initiatives and community engagement. The grant requires a 1:1 match and is provided for in the operating budget.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b>Fund 110: General Fund</b>			
<b>Revenues:</b>	\$	\$	\$
110-0000-332-3200 TN. Arts Commission	0	10,140	10,140
<b>Totals:</b>	<b>0</b>	<b>10,140</b>	<b>10,140</b>
<b>Expenditures:</b>	\$	\$	\$
110-4505-471-2020 Professional Consultant	23,000	10,140	33,140
<b>Totals:</b>	<b>23,000</b>	<b>10,140</b>	<b>33,140</b>

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

\_\_\_\_\_  
JOHN CLARK, Mayor

ATTEST:

\_\_\_\_\_  
ANGIE MARSHALL  
Deputy City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, City Attorney

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



## AGENDA ACTION FORM

### Budget Ordinance Appropriating Funds and Enter into a Professional Services Agreement with Barge, Waggoner, Sumner & Cannon, Inc. (BWSC) for Meadowview Roadway Design & Permitting Services

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

Action Form No.: AF-195-2017  
Work Session: July 5, 2017  
First Reading: July 5, 2017

Final Adoption: July 18, 2017  
Staff Work By: R. McReynolds  
Presentation By: Ryan McReynolds

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

#### **Executive Summary:**

In partnership with Eastman, the City of Kingsport plans to extend the existing roadway leading into the Kingsport Aquatic Center (KAC) and construct a new roadway connecting the KAC roadway with Wilcox Drive. The purpose of this investment is to open up over 30 acres of business oriented development. The City's portion of the work includes the development of the roadway and the mitigation of the wetlands. The cost of the City's investment will be paid for by the additional property taxes generated from a committed 50,000 square feet professional office. The business's service will create 50 to 75 new jobs within 18 months of opening with the ability to expand to approximately 200 total employees with average salaries around \$50k.

BWSC provided a proposal for design services for a new roadway and utility infrastructure providing additional connectivity between Wilcox Drive and Meadowview Parkway. This project consists of new infrastructure to include +/- 500 LF of roadway using a typical two lane non-residential boulevard road section and +/- 1,400 LF of roadway using a typical two lane non-residential road section. Infrastructure improvements will include water, sewer, stormwater drainage, electrical, street lighting, gas, and communication facilities. Roadway improvements will also include sidewalks, street trees and landscaping of the boulevard median.

It is recommended to enter into a Professional Services Agreement with BWSC in the amount of \$149,900.00. A budget ordinance transferring funds from GP1727 to GP1800 is required.

The funding for GP1727 will be replaced with the new bond issue.

#### **Attachments:**

1. Budget Ordinance
2. Resolution
3. 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 A PROFESSIONAL SERVICE AGREEMENT WITH BARGE, WAGGONER, SUMNER & CANNON, INC. FOR MEADOWVIEW ROADWAY DESIGN AND PERMITTING SERVICES 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 plans to extend the existing roadway leading into the Kingsport Aquatic Center (KAC) and construct a new roadway connecting the KAC roadway with Wilcox Drive; and

WHEREAS, Barge, Waggoner, Sumner & Cannon, Inc. (BWSC) has provided a proposal for design services for a new roadway and utility infrastructure providing additional connectivity between Wilcox Drive and Meadowview Parkway, consisting of new infrastructure including water, sewer, stormwater drainage, electrical, street lighting, gas, and communication facilities and will also include sidewalks, street trees and landscaping of the boulevard median; and

WHEREAS, the city would like to enter into a Professional Services Agreement with Barge, Waggoner, Sumner & Cannon, Inc. in the amount of \$149,900.00; and

WHEREAS, funds will be available after the second reading of the accompanying budget ordinance in project number GP1800.

Now therefore,

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

SECTION I. That an agreement with Barge, Waggoner, Sumner & Cannon, Inc. for design services for a new roadway and utility infrastructure providing additional connectivity between Wilcox Drive and Meadowview Parkway, 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 Barge, Waggoner, Sumner & Cannon, Inc. for design services for a new roadway and utility infrastructure providing additional connectivity between Wilcox Drive and Meadowview Parkway and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution.

SECTION III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the agreement 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 5th day of July, 2017.

\_\_\_\_\_  
JOHN CLARK, MAYOR

ATTEST:

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

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, CITY ATTORNEY

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE TO AMEND THE GENERAL PROJECT FUND BUDGET BY TRANSFERRING FUNDS TO THE ENTERPRISE PLACE IMPROVEMENTS PROJECT FOR THE YEAR ENDING JUNE 30, 2018; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Project Fund budget be amended by transferring funds from the Transit Garage project (GP1727) to the Meadowview Improvements project (GP1800) in the amount of \$149,900 for design to extend the existing roadway leading into the Kingsport Aquatic Center and construct a new roadway connecting the Kingsport Aquatic Center roadway with Wilcox Drive. The funds for the Transit Garage will be replaced when the new bonds are issued.

**Account Number/Description:**  
**Fund 311: General Project Fund**  
**Transit Garage (GP1727)**

**Revenues:**

311-0000-368-1054 Series 20116 GO (Nov 4)  
311-0000-368-2101 Premium From Bond Sale

**Totals:**

**Expenditures:**

311-0000-601-4041 Bond Sale Expense  
311-0000-601-9003 Improvements

**Totals:**

<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
\$	\$	\$
233,430	(149,900)	83,530
20,499	0	20,499
<b>253,929</b>	<b>(149,900)</b>	<b>104,029</b>
2,814	0	2,814
251,115	(149,900)	101,215
<b>253,929</b>	<b>(149,900)</b>	<b>104,029</b>

**Fund 311: General Project Fund**  
**Meadowview Road Improvements (GP1800)**

**Revenues:**

311-0000-368-1054 Series 20116 GO (Nov 4)

**Totals:**

**Expenditures:**

311-0000-601-2023 Arch/Eng/Landscaping

**Totals:**

\$	\$	\$
0	149,900	149,900
<b>0</b>	<b>149,900</b>	<b>149,900</b>
0	149,900	149,900
<b>0</b>	<b>149,900</b>	<b>149,900</b>

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

\_\_\_\_\_  
John Clark, Mayor

ATTEST:

\_\_\_\_\_  
ANGELA L. MARSHALL  
Deputy City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, City Attorney

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

The scope of work is presented in the following elements.

- I. Project Description
- II. Scope of Services
- III. Project Understanding, Assumptions, and Exclusions
- IV. Time of Performance
- V. Client's Responsibilities
- VI. Deliverables
- VII. Compensation

**I. Project Description**

Barge Waggoner Sumner & Cannon, Inc. (BWSC) is proposing to provide professional design services for a new roadway and utility infrastructure providing additional connectivity between Wilcox Drive and Meadowview Parkway per the concept depicted in ATTACHMENT "B". New infrastructure is to include +/- 500 LF of roadway using a typical two lane non-residential boulevard road section and +/- 1,400 LF of roadway using a typical two lane non-residential road section. Infrastructure improvements will include water, sewer, stormwater drainage, electrical, street lighting, gas, and communication facilities as describe in subsequent sections of this Scope. Roadway improvements will also include sidewalks, street trees and landscaping of the boulevard median.

**II. Scope of Services**

BWSC proposes the following Scope of Services related to the above-noted items.

**A. Design Services**

BWSC will prepare roadway infrastructure Construction Documents per the alignment shown in ATTACHMENT "B". The plans will be prepared at an appropriate scale and shall adhere to City of Kingsport standards for roadway design. For design and specifications not addressed by the City of Kingsport, Tennessee Department of Transportation (TDOT) shall govern. The Construction Documents shall include the following elements:

- 1. +/- 500 LF of roadway using the City of Kingsport Non-Residential boulevard road section
- 2. +/- 1,400 LF of roadway using the City of Kingsport Non-Residential road section
- 3. +/- 800 LF of water main infrastructure per City of Kingsport Utilities standards and specifications. Line size(s) to be specified by Utility.
- 4. +/- 1,500 LF of gravity sewer main infrastructure per City of Kingsport Utilities standards and specifications. Line size(s) to be specified by Utility.
- 5. Drainage Conveyance Infrastructure within project limits.
- 6. Stormwater Detention Facility for new improvements only.
- 7. Street Lighting using City standard Big George fixtures within project limits.

8. Electrical Power (3-phase) and Communication conduits within project limits
9. Reference of Gas Utilities Design within project limits.
10. Landscaped median and street trees along boulevard (no irrigation)
11. Street trees along connector road (no irrigation)
12. Specifications to be referenced on plans.
13. Notes, Details and Schedules
14. BWSC to provide Specification Index for Client's reference.

BWSC intends on utilizing a phased approach to prepare the Construction Documents with Client reviews at critical stages of design development. BWSC will submit the Construction Documents to the Client at 30%, 60%, 100% for review and comment, and final stamped construction documents. In addition to the submittals, BWSC will lead design progress meetings starting with a Project Kick-Off Meeting and subsequent meetings at each of design development phases. For each meeting, BWSC will prepare an Agenda and Meeting Notes for Client's records. Each phase submittal shall generally adhere to the following guidelines:

**30% SUBMITTAL:**

Prepare Preliminary Plans to the 30% level that includes the preliminary layout of the project. This submittal is intended to ensure that expectations are realized before the project proceeds to detailed design. The 30% submittal will include the following:

- Opinion of Probable Construction Costs (OPCC)
- Construction Documents at 30% Design Phase shall include (at a minimum):
  - Title Sheet
  - Typical Sections
  - Present Layout and Profile
  - Proposed Layout
  - Drainage Plan (Horizontal Alignment Only)
  - Water Plan (Horizontal Alignment Only)
  - Sanitary Sewer Plan (Horizontal Alignment Only)
  - Lighting and Electrical Plan (Horizontal Alignment Only)

**60% SUBMITTAL:**

After 30% design review, prepare plans to the 60% level that includes the following:

- Opinion of Probable Construction Costs (OPCC)
- Construction Documents at 60% Design Phase shall include (at a minimum):
  - Title Sheet
  - Construction Quantity Estimates and General Notes
  - Typical Sections
  - Drainage Structures and Quantities
  - Present Layout and Profile
  - Traffic Control Plan
  - Erosion Control Plan
  - Erosion Control Details
  - Drainage Plan and Profile
  - Roadway and Drainage Details
  - Water Plan and Profiles
  - Water Details

- Sanitary Sewer Plan and Profiles
- Sewer Details
- Signing and Pavement Markings
- Roadway Cross Sections at 50 ft. Intervals
- Cross Drain Sections
- Lighting and Electrical Plan and Profiles
- Lighting and Electrical Details
- Landscape Planting Plan
- Landscape Details
- Stormwater Pollution Prevention Plan (SWPPP)

**100% SUBMITTAL:**

After 60% design review, prepare Detailed Construction Plans to the 100% level that includes the following:

- Revised OPCC
- Index Reference of Standard Specifications
- 100% Detailed Construction Plans
- SWPPP

**FINAL CONSTRUCTION DOCUMENTS SUBMITTAL:**

Prepare stamped Construction Documents that include the following:

- Final OPCC
- Final Specification Index
- Final Construction Documents
- SWPPP

**B. Agency Coordination**

Design Coordination Meetings

BWSC will meet with agency staff to discuss proposed project. Efforts include one (1) pre-design meeting and one (1) meeting at the 60% Design Phase with the following entities:

Tennessee Department of Transportation (TDOT)  
Tennessee Department of Environmental & Conservation (TDEC)  
City of Kingsport Utilities  
AEP  
Atmos Energy  
Comcast  
Century Link

Regulatory Agency Permit Application Coordination

BWSC is to assist Client's pursuit of plan and permit approval by providing the following regulatory agency coordination services:

a) Infrastructure Related Permits

- a. TDEC Notice of Coverage (NOC) under the NPDES Stormwater Construction Permit Application. A Notice of Intent (NOI) form will be submitted to TDEC along with a Stormwater Pollution Prevention Plan (SWPPP) prepared by



BWSC.

- b. Erosion Control Inspections – BWSC to provide One (1) initial erosion control inspections.
- c. Water/Sewer Agency Coordination – BWSC will submit plans of the proposed infrastructure to City of Kingsport Utilities for review.
- d. Prepare permit application to pursue TDEC Division of Water Resources for Water and Wastewater Approvals

### **III. Project Understandings, Assumptions, and Exclusions**

A. BWSC will provide the above-noted services based upon a given set of assumptions. These assumptions are as follows.

- 1. Dedication of Right-of-Way and subgrade as-built survey will be provided by Eastman.
- 2. Design fee is based upon the conceptual site plan (ATTACHMENT "B"). Modification or changing of the site plan may require additional services, depending upon the scope and timing of changes.
- 3. BWSC will have access to the site and adjoining areas, as required.
- 4. Permit, recording fees, etc., are to be paid by the Client/Owner.
- 5. Design efforts are predicated on all tasks being actively engaged due to their related nature. Should the Client not authorize one of the tasks in this Scope, BWSC reserves the right to negotiate for additional fees.
- 6. Construction budget for items listed in our scope of services is unknown at this time; BWSC will strive to work with the Client in the establishment of this budget, but cannot be held responsible as to whether or not the yet-undefined budget is achieved.
- 7. There are no historical structures involved with the project.
- 8. Client to contract with the geotechnical engineer to obtain the needed soils report and development recommendations for final design, including but not limited to earthwork recommendations, sinkhole remediation, soil permeability and infiltration, slope stabilization, retaining walls, and pavement design.
- 9. The OPCC will be based on CLIENT'S actual bid prices for recent projects which involved similar equipment and construction, to the extent that such information is available. This estimate will be itemized and will be included with initial and revised preliminary plan(s).
- 10. Right of Way Appraisals and Negotiation Services are not included.
- 11. It is assumed that all utilities will be underground.
- 12. It is assumed that one set of construction documents will be prepared for all improvements discussed in this scope.
- 13. BWSC anticipates less than 5 acres of disturbance to construct proposed improvements. Should the area of disturbance exceed 5 acres, BWSC reserves the right to negotiate additional services for increased erosion control design.
- 14. Appropriate water, gas, electric, and communication services are available to the project; design services other than previously noted for offsite utilities can be provided as an additional service.
- 15. All utilities will be located within the ROW, thus not requiring additional easements.

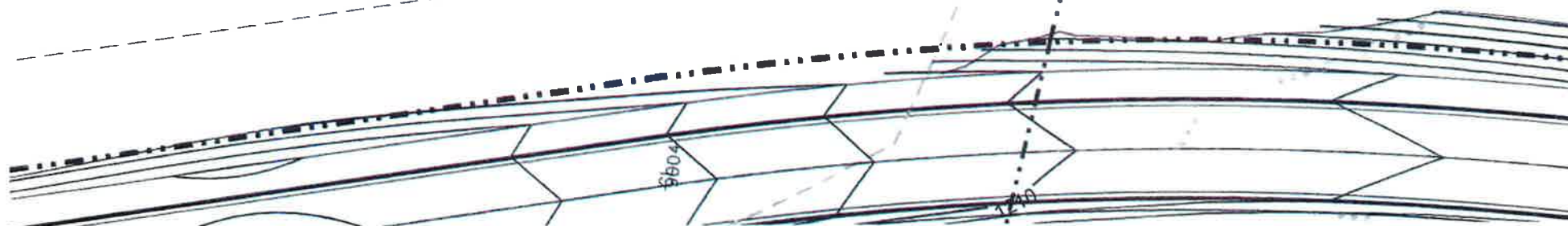
16. 2 hard copies and an electronic format (PDF) will be provided for each submittal.

- B. Any services not specifically provided for in the above scope, as well as any changes in the scope the CLIENT requests, will be considered Additional Services and will be performed at our then current hourly rates or an agreed upon lump sum value. The following noted excluded services can be provided as an additional service with an appropriate adjustment in fees.

1. Design or evaluation of potential future roadway extension
2. Field Survey and platting
3. Easement negotiations, sketches and/or descriptions
4. Location of suspected or confirmed soil contamination(s)
5. Construction Stakeout
6. As-builts and/or Record Drawings
7. Public Meetings
8. Additional Coordination Meetings
9. Regulatory Agency consulting and/or coordination efforts not specifically identified in the scope.
10. Bidding and/or Construction Phase Services
11. Services resulting from significant changes in general scope or character of the project or its design, particularly those resulting from differing field conditions discovered during construction (such as, but not limited to, soil conditions, environmental issues, etc.)
12. Site renderings
13. Steep Slope Embankment and Retaining Wall design
14. Floodway modeling/studies
15. Utility Infrastructure modeling/studies
16. Lift Station Design
17. Sinkhole Remediation and/or sinkhole disturbance permitting
18. Environmental review, studies and permitting and other environmental reports, unless noted herein. Examples include:
  - a. Preparation or submittal of a Corps Preliminary Jurisdictional Determination Application or formal TDEC Hydrologic Determination Report.
  - b. 404 or 401 (ARAP) permit applications preparation or submittals.
  - c. Threatened/endangered species surveys including bat acoustical or mist net surveys, fish sweeps, and/or macroinvertebrate/crayfish/mussel surveys.
  - d. Archaeological/Historical/Cultural Resources Review and/or SHPO coordination
19. Irrigation Plans
20. Design of public spaces and other hardscape features
21. Transit Facilities
22. Injection well design
23. NESHAP Inspections, Asbestos Project Design, Targeted Lead Based Testing
24. Phase I ESA Investigation
25. Bid or Construction Phase Services
26. Value Engineering
27. Intersection Improvements Design including signals
28. Wayfinding signage design

IVE (NON-RESIDENTIAL  
ON WITH MEDIAN)

## FUTURE EASTMAN CREDIT UNION



#### IV. Time of Performance

BWSC is prepared to begin work within two (2) weeks upon receipt of a signed professional services agreement or written authorization to proceed. BWSC and Client are aware that many factors outside BWSC's control may affect BWSC's ability to complete the services to be provided under this Agreement. BWSC will perform these services with reasonable diligence and expediency, consistent with sound professional practices.

#### V. Client's Responsibilities

BWSC strives to work closely with our clients. In order for the project team to function efficiently, certain information is needed to be provided by the Client and other interested stakeholders in a timely manner. These items and responsibilities are noted below.

- A. Provide information as required to support development of BWSC's scope, as required in the project agreement for services.
- B. Provide review comments in a timely manner.
- C. Provide single point of contact for project coordination purposes.
- D. Coordination of public meetings, including public announcements/invitations, providing meeting space, public information, and associated expenses will be provided by Client.

#### VI. Deliverables

Several deliverables will be produced as part of the basic professional services. The following is a list of documents that will be produced as a part of this effort.

- A. Construction Documents
- B. OPCC
- C. Specification Index
- D. Permitting Documentation

#### VII. Compensation

The compensation to be paid to BWSC for providing requested services is provided per the fee summary table below.

**Base Fee Summary Table**

Items	Fee Type	Fee Amount
A. Design Services*	Lump Sum	\$137,750.00
B. Agency Coordination	Lump Sum	\$12,150.00
SUBTOTAL	Lump Sum	\$149,900.00

\*Of the total fee for Design Services, the following fees are associated specifically with the Water and Sanitary Sewer Design:

- Water Design = \$9,950.00
- Sanitary Sewer Design = \$9,950.00

The fees provided above are valid up to three (3) months from the date of this proposal



## ATTACHEMENT "C"

### SCHEDULE OF STANDARD CHARGES

#### HOURLY-RATE BASIS

#### Hourly Rates:

Principal Engineer, Planner, or Architect .....	\$170 to \$280
Professional Engineer, Planner, Architect, Senior Scientist Landscape Architect, or Land Surveyor .....	100 to 180
Graduate Engineer, Planner, Architect, or Project Scientist.....	70 to 130
Designer, Technician, or Scientist.....	60 to 120
Drafter, Administrative Assistant, etc. ....	50 to 100
Construction Representative .....	50 to 100
Surveyor .....	30 to 80

Outside services contracted for a specific project, such as professional and technical consultants, laboratory testing, reproduction, photography, etc., will be invoiced at the amount of the subcontractor's statement plus 15 percent.

Other expenses which are properly chargeable to the work will be invoiced as follows:

- a. Travel by company or private vehicle at the IRS approved standard mileage rate.
- b. In-house printing, reproduction, and photography charges at commercial rates.
- c. Travel and living expenses for all personnel when required to be away from their home office in connection with the work at cost.

Invoices will be issued on a monthly basis.

**NOTE:** The average three-member survey crew rate ranges from \$140 to \$200 per hour, depending upon the mix of personnel used.



## AGENDA ACTION FORM

### Accept Donations for Commissioned Artwork for the Children's Area at the Library and Appropriate Fund

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

Action Form No.: AF-177-2017  
 Work Session: June 19, 2017  
 First Reading, June 20, 2017

**Final Adoption:** July 5, 2017  
**Staff Work By:** Helen Whittaker  
**Presentation By:** Chris McCartt

### Recommendation:

Approve the Resolution and Ordinance to accept the donation of \$5,080.00 and appropriate funds.

### Executive Summary:

The library is commissioning artwork for the remodeled children's area from Abingdon resident and world renowned fantasy artist and comic-book illustrator, Charles Vess. Mr. Vess has won the world fantasy award – best artist, twice.

The Friends of the Library made donations to this project in 2016 and 2017. This additional donation of \$5,080 by the Friends will be added to the funds already donated to this project, bringing the total amount of donations in the special project account to \$20,000. This is the total amount needed to pay for the two drawings.

Special Project NC1706

### Attachments:

1. Resolution
2. Ordinance

Funding source appropriate and funds are available:

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



## AGENDA ACTION FORM

### Accept Donations for Commissioned Artwork for the Children's Area at the Library and Appropriate Fund

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

Action Form No.: AF-177-2017  
 Work Session: June 19, 2017  
 First Reading, June 20, 2017

Final Adoption: July 5, 2017  
 Staff Work By: Helen Whittaker  
 Presentation By: Chris McCartt

#### Recommendation:

Approve the Resolution and Ordinance to accept the donation of \$5,080.00 and appropriate funds.

#### Executive Summary:


The library is commissioning artwork for the remodeled children's area from Abingdon resident and world renowned fantasy artist and comic-book illustrator, Charles Vess. Mr. Vess has won the world fantasy award – best artist, twice.

The Friends of the Library made donations to this project in 2016 and 2017. This additional donation of \$5,080 by the Friends will be added to the funds already donated to this project, bringing the total amount of donations in the special project account to \$20,000. This is the total amount needed to pay for the two drawings.

Special Project NC1706

#### Attachments:

1. Resolution
2. Ordinance

Funding source appropriate and funds are available: 

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



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

A RESOLUTION ACCEPTING A DONATION FROM THE  
FRIENDS OF THE KINGSPORT LIBRARY FOR THE PURCHASE  
OF COMMISSIONED ARTWORK FOR THE CHILDREN'S AREA  
AT THE KINGSPORT PUBLIC LIBRARY

WHEREAS, the city would like to accept the donation from the Friends of the Kingsport Public Library in the amount of \$5,080.00 for artwork; and

WHEREAS, the Kingsport Public Library is commissioning artwork for the remodeled children's area from Abingdon, Virginia resident and world renowned fantasy artist and comic-book illustrator, Charles Vess; and

WHEREAS, funding for this project will be in account no. NC1706.

Now therefore,

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

SECTION I. That the donation to the City of Kingsport for the Kingsport Public Library from the Friends of the Public Library in the amount of \$5,080.00 for the commissioning of artwork for the remodeled children's area for use by the public at the Kingsport Public Library is accepted.

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

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

ADOPTED this the 20th day of June, 2017.

\_\_\_\_\_  
JOHN CLARK, Mayor

ATTEST:

\_\_\_\_\_  
JAMES H. DEMMING, City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, City Attorney



ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE TO AMEND THE GENERAL  
PROJECT-SPECIAL REVENUE FUND BUDGET BY  
APPROPRIATING DONATED FUNDS TO THE  
LIBRARY CHILDREN'S ARTWORK PROJECT FOR  
THE YEAR ENDING JUNE 30, 2017; AND TO FIX  
THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Project-Special Revenue Fund budget be amended by appropriating funds received from the Friends of the Library in the amount \$5,080 to the Children's Artwork project (NC1706).

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b>Fund 111: General Project-Special Rev. Fund</b>			
<b>Children's Artwork project (NC1706)</b>			
<b><u>Revenues:</u></b>	\$	\$	\$
111-0000-364-1000 From Individuals	1,000	0	1,000
111-0000-364-3000 From Non-Profit	13,929	5,080	19,009
<b>Totals:</b>	<b>14,929</b>	<b>5,080</b>	<b>20,009</b>
<b><u>Expenditures:</u></b>	\$	\$	\$
111-0000-601-3020 Operating Supplies & Tools	14,929	5,080	20,009
<b>Totals:</b>	<b>14,929</b>	<b>5,080</b>	<b>20,009</b>

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

\_\_\_\_\_  
JOHN CLARK, Mayor

ATTEST:

\_\_\_\_\_  
ANGIE MARSHALL  
Deputy City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, City Attorney

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



## AGENDA ACTION FORM

### Budget Adjustment Ordinance for FY17

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

Action Form No.: AF-178-2017  
 Work Session: June 19, 2017  
 First Reading: June 20, 2017

**Final Adoption:** July 5, 2017  
**Staff Work By:** Judy Smith  
**Presentation By:** Jeff Fleming

### Recommendation:

Approve the Ordinance.

### Executive Summary:

This ordinance is the year-end ordinance to appropriate \$1.3 million in excess revenue and expenditures to the projects that were listed as year-end CIP projects which include \$50,000 Dilapidated Structures, \$10,000 Mowing, Petworks New Shelter \$680,000, Traffic Signal Cabinet \$70,000, Information Technology Equipment \$50,000, Facilities Maintenance \$37,500, Economic Development Project \$200,000 and Street Sweeper \$250,000. The remaining projects are funded from excess debt service and general operating funds. These projects include General Projects \$778,923, and One Kingsport \$224,700.

The Bays Mountain Carpet project will be funded from the Visitors Enhancement Fund in the amount of \$20,000.

### Attachments:

1. Ordinance

Funding source appropriate and funds are available:

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



## AGENDA ACTION FORM

### Budget Adjustment Ordinance for FY17

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

Action Form No.: AF-178-2017  
Work Session: June 19, 2017  
First Reading: June 20, 2017

Final Adoption: July 5, 2017  
Staff Work By: Judy Smith  
Presentation By: Jeff Fleming

### Recommendation:

Approve the Ordinance.


### Executive Summary:

This ordinance is the year-end ordinance to appropriate \$1.3 million in excess revenue and expenditures to the projects that were listed as year-end CIP projects which include \$50,000 Dilapidated Structures, \$10,000 Mowing, Petworks New Shelter \$680,000, Traffic Signal Cabinet \$70,000, Information Technology Equipment \$50,000, Facilities Maintenance \$37,500, Economic Development Project \$200,000 and Street Sweeper \$250,000. The remaining projects are funded from excess debt service and general operating funds. These projects include General Projects \$778,923, and One Kingsport \$224,700.

The Bays Mountain Carpet project will be funded from the Visitors Enhancement Fund in the amount of \$20,000.

### Attachments:

1. Ordinance

Funding source appropriate and funds are available: 

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

## ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE TO AMEND VARIOUS PROJECTS FOR  
THE YEAR ENDING JUNE 30, 2017; AND TO FIX THE  
EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Project Fund budgets be amended by transferring \$20,000 from the Visitors Enhancement Fund to the Bays Mountain Carpet Project (GP1749); and that the General Fund budget be amended by transferring \$300,000 to the Aquatic Center budget, by transferring \$190,000 to the Snow Removal (GP1741) by transferring \$50,000 to the Dilapidated Structures project (GP1742), by transferring \$10,000 to the Mowing project (NC1709), by transferring \$680,000 to the Petworks New Shelter project (GP1748), by transferring \$70,000 to the Traffic Signal Cabinet project (GP1743), by transferring \$50,000 to the Information Technology Equipment project, by transferring \$37,500 to the Facilities Maintenance project (GP1745), by transferring \$200,000 to the Economic Development project (GP1746), by transferring \$250,000 to the Street Sweeper project (GP1747), by transferring \$778,923 to the General Project (GP1750) and by transferring \$224,700 to the One Kingsport project (GP1702).

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b><u>Fund 135: Visitors Enhancement Fund</u></b>			
<b><u>Expenditures:</u></b>	\$	\$	\$
135-1015-405-9003 Improvements	105,415	(20,000)	85,415
135-4804-481-7036 General Project Fund	197,085	20,000	217,085
<b><u>Totals:</u></b>	<b>302,500</b>	<b>0</b>	<b>302,500</b>

<b><u>Fund 311: General Project Fund</u></b>			
<b><u>Bays Mountain Carpet (GP1749)</u></b>			
<b><u>Revenues:</u></b>	\$	\$	\$
311-0000-91-6900 From Visitors Enhancement	0	20,000	20,000
<b><u>Totals:</u></b>	<b>0</b>	<b>20,000</b>	<b>20,000</b>

<b><u>Expenditures:</u></b>	\$	\$	\$
311-0000-601-2022 Construction Contracts	0	20,000	20,000
<b><u>Totals:</u></b>	<b>0</b>	<b>20,000</b>	<b>20,000</b>

<b><u>Fund 110: General Fund</u></b>			
<b><u>Revenues:</u></b>	\$	\$	\$
110-0000-332-0500 Hall Income Tax	750,000	178,300	928,300
110-0000-311-4000 Prior Years	775,000	76,900	851,900

110-0000-332-1000	State Rev./Sales Tax	3,999,400	230,000	4,229,400
110-0000-314-2000	Wholesale Liquor Tax	405,100	90,000	495,100
110-0000-348-8000	Engineering Services	500,000	709,750	1,209,750
110-0000-351-3065	Police Court Fines	400,000	78,800	478,800
<b>Totals:</b>		<b>6,829,500</b>	<b>1,363,750</b>	<b>8,193,250</b>

**Expenditures:**

		\$	\$	\$
110-1005-405-8080	Sullivan Co Econ Dev DS	214,300	(202,400)	11,900
110-4804-481-7025	School Fund DS-Princip.	2,156,700	(69,973)	2,086,727
110-4804-481-7028	School Fund DS-Interest	934,200	(49,611)	884,589
110-4804-481-7029	To Debt Service	8,208,550	(152,766)	8,055,784
110-4804-481-7023	To State Street Aid Fund	1,284,000	(180,000)	1,104,000
110-4804-481-7026	To Meadowview Fund	100,000	(100,000)	0
110-4810-481-2056	Repairs & Maint. Vehicles	517,473	(517,473)	0
110-4874-481-7423	Downtown TIF	142,550	(106,750)	35,800
110-4874-481-7424	Riverwalk TIF	20,000	(20,000)	0
110-4890-901-6001	Future Appropriations	78,400	(78,400)	
110-4804-481-7035	To Gen Proj-Special Rev.	1,521,637	10,000	1,531,637
110-4804-481-7036	To Gen Proj Fund	1,751,778	2,531,123	4,282,901
110-4804-481-7039	Aquatic Center Fund	0	300,000	300,000
<b>Totals:</b>		<b>16,929,588</b>	<b>1,363,750</b>	<b>18,293,338</b>

**Fund 211: Debt Service Fund**

**Revenues:**

		\$	\$	\$
211-0000-331-9700	Fed. Rev/ARRA Babs Int.	183,900	334	184,234
211-0000-361-1000	Earnings on Investments	60,000	25,018	85,018
211-0000-361-1006	QZAB-Investment Credit	69,800	93	69,893
211-0000-391-0100	From General Fund	8,208,550	(152,766)	8,055,784
211-0000-391-2100	From School Fund	3,530,600	(119,584)	3,411,016
<b>Totals:</b>		<b>12,052,850</b>	<b>(246,905)</b>	<b>11,805,945</b>

**Expenditures:**

		\$	\$	\$
211-4805-481-4006	Bond Principal-General	5,449,900	(67,796)	5,382,104
211-4805-481-4007	Bond Principal-School	2,571,300	(34,801)	2,536,499
211-4805-481-4009	Bond Interest-Schools	959,400	(6,342)	953,058
211-4805-481-4008	Bond Interest-General	3,120,600	(76,511)	3,044,089
211-4805-481-4013	Other Interest	100,000	(86,900)	13,100
211-4805-481-4012	Bank Service Charges	8,000	25,445	33,445
<b>Totals:</b>		<b>12,209,200</b>	<b>(246,905)</b>	<b>11,962,295</b>

**Fund 419: Aquatic Center Fund**

**Revenues:**

		\$	\$	\$
419-0000-391-0100	From General Fund	0	300,000	300,000
419-0000-392-0100	Fund Balance Approp.	95,454	(300,000)	204,546

**Totals:**

95,454	0	504,546
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**Fund 311: General Project Fund**  
**Snow Removal (GP1741)****Revenues:**

311-0000-391-0100 From General Fund

**Totals:**

\$	\$	\$
0	190,000	190,000
0	190,000	190,000

**Expenditures:**

311-0000-601-2022 Construction Contracts

**Totals:**

\$	\$	\$
0	190,000	190,000
0	190,000	190,000

**Fund 311: General Project Fund**  
**Dilapidated Structures (GP1742)****Revenues:**

311-0000-391-0100 From General Fund

**Totals:**

\$	\$	\$
0	50,000	50,000
0	50,000	50,000

**Expenditures:**

311-0000-601-2022 Construction Contracts

**Totals:**

\$	\$	\$
0	50,000	50,000
0	50,000	50,000

**Fund 311: General Project-Special Rev. Fund**  
**Mowing (NC1709)****Revenues:**

111-0000-391-0100 From General Fund

**Totals:**

\$	\$	\$
0	10,000	10,000
0	10,000	10,000

**Expenditures:**

111-0000-601-2022 Construction Contracts

**Totals:**

\$	\$	\$
0	10,000	10,000
0	10,000	10,000

**Fund 311: General Project Fund**  
**Petworks New Shelter (GP1748)****Revenues:**

311-0000-391-0100 From General Fund

**Totals:**

\$	\$	\$
0	680,000	680,000
0	680,000	680,000

**Expenditures:**

311-0000-601-9002 Building

**Totals:**

\$	\$	\$
0	680,000	680,000
0	680,000	680,000

**Fund 311: General Project Fund**  
**Traffic Signal Cabinet (GP1743)**

**Revenues:**

311-0000-391-0100 From General Fund

***Totals:***

\$	\$	\$
0	70,000	70,000
<b>0</b>	<b>70,000</b>	<b>70,000</b>

**Expenditures:**

311-0000-601-9006 Purchases Over \$5,000

***Totals:***

\$	\$	\$
0	70,000	70,000
<b>0</b>	<b>70,000</b>	<b>70,000</b>

**Fund 311: General Project Fund  
Information Technology Equip. (GP1744)****Revenues:**

311-0000-391-0100 From General Fund

***Totals:***

\$	\$	\$
0	50,000	50,000
<b>0</b>	<b>50,000</b>	<b>50,000</b>

**Expenditures:**

311-0000-601-9006 Purchases Over \$5,000

***Totals:***

\$	\$	\$
0	50,000	50,000
<b>0</b>	<b>50,000</b>	<b>50,000</b>

**Fund 311: General Project Fund  
Facilities Maintenance (GP1745)****Revenues:**

311-0000-391-0100 From General Fund

***Totals:***

\$	\$	\$
0	37,500	37,500
<b>0</b>	<b>37,500</b>	<b>37,500</b>

**Expenditures:**

311-0000-601-2022 Construction Contracts

***Totals:***

\$	\$	\$
0	37,500	37,500
<b>0</b>	<b>37,500</b>	<b>37,500</b>

**Fund 311: General Project Fund  
Economic Development Project (GP1746)****Revenues:**

311-0000-391-0100 From General Fund

***Totals:***

\$	\$	\$
0	200,000	200,000
<b>0</b>	<b>200,000</b>	<b>200,000</b>

**Expenditures:**

311-0000-601-2020 Professional Consultant

***Totals:***

\$	\$	\$
0	200,000	200,000
<b>0</b>	<b>200,000</b>	<b>200,000</b>

**Fund 311: General Project Fund  
Street Sweeper (GP1747)****Revenues:**

311-0000-391-0100 From General Fund

***Totals:***

\$	\$	\$
0	250,000	250,000
<b>0</b>	<b>250,000</b>	<b>250,000</b>

**Expenditures:**

311-0000-601-9006 Purchases Over \$5,000

***Totals:***

\$	\$	\$
0	250,000	250,000
<b>0</b>	<b>250,000</b>	<b>250,000</b>

**Fund 311: General Project Fund**

**General Projects (GP1750)**

**Revenues:**

311-0000-391-0100 From General Fund

***Totals:***

**Expenditures:**

311-0000-601-9003 Improvements

***Totals:***

\$	\$	\$
0	778,923	778,923
<b>0</b>	<b>778,923</b>	<b>778,923</b>
\$	\$	\$
0	778,923	778,923
<b>0</b>	<b>778,923</b>	<b>778,923</b>

**Fund 311: General Project Fund**

**One Kingsport (GP1702)**

**Revenues:**

311-0000-391-0100 From General Fund

***Totals:***

**Expenditures:**

311-0000-601-2020 Professional Consultant

311-0000-601-2022 Construction Contracts

311-0000-601-2023 Arch/Eng/Landscaping

311-0000-601-9003 Improvements

***Totals:***

\$	\$	\$
650,000	224,700	874,700
<b>650,000</b>	<b>224,700</b>	<b>874,700</b>
\$	\$	\$
50,000	0	50,000
200,000	224,700	424,700
100,000	0	100,000
300,000	0	300,000
<b>650,000</b>	<b>224,700</b>	<b>874,700</b>

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

\_\_\_\_\_  
JOHN CLARK, Mayor

ATTEST:

\_\_\_\_\_  
JAMES H. DEMMING, City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING:

PASSED ON 2ND READING:





## AGENDA ACTION FORM

### **Approving Updates to the City's Substance Abuse Policy Consistent with Federal Transit Authority Regulations**

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

Action Form No.: AF-182-2017  
 Work Session: July 5, 2017  
 First Reading: N/A

Final Adoption: July 5, 2017  
 Staff Work By: Tommy Hughes  
 Presentation By: Mike Billingsley

**Recommendation:** Approve the Resolution.

#### **Executive Summary:**

Every three years the Federal Transit Authority does an audit to ensure that KATS funding continues. As a result of the audit, the FTA suggested the city amend its Federal Transit Authority Substance policy to include additional items which define test refusals.

Changes to the policy are shown in the attached policy shown in red font. The changes are:

- Add "Admitted" as the first word of Item "C", under the subtitle "Compliance with Testing Requirements.
- Add as Item "L" under the subtitle "Compliance with Testing Requirements the statement,
 

For an observed collection, fail to follow the observer's instructions to raise your clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if you have any type of prosthetic or other device that could be sued to interfere with the collection process.
- Add as Item "M" under the subtitle "Compliance with Testing Requirements the statement,
 

Possess or wear a prosthetic or other device that could be used to interfere with the collection process.

#### **Attachments:**

1. Resolution
2. FTA Substance Abuse Policy

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

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

A RESOLUTION AMENDING THE FEDERAL TRANSIT  
AUTHORITY SUBSTANCE ABUSE POLICY FOR CITY  
EMPLOYEES

WHEREAS, the city adopted a Federal Transit Substance Abuse Policy by Resolution No. 2015-088, which was effective November 8, 2014; and

WHEREAS, the city would like to amend the Federal Transit Substance Abuse Policy to provide some language suggested by the Federal Transit Authority pertaining to the items defining a test refusal

Now, therefore,

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

SECTION I. That the following policy is amended and adopted as the official Federal Transit Substance Abuse Policy for the City of Kingsport:

DRUG FREE WORKPLACE

It is the intent and obligation of the City to provide a drug free, healthful, safe, and secure work environment as mandated by the Drug-Free Workplace Act of 1988. Our policy regarding the work-related effects of drug use and the unlawful possession of controlled substances is outlined in detail in the City of Kingsport Substance Abuse Policy and Procedures (General).

Employees must, as a condition of employment, abide by the terms of the above policy and report any conviction under a criminal drug statute for violations occurring on or off City premises while conducting City business. A report of a conviction must be made within five (5) days after the conviction.

Purpose

The purpose of this policy is to assure worker fitness for duty and to protect our employees, passengers, and the public from the risks posed by the misuse of alcohol and use of prohibited drugs. This policy is also intended to comply with all applicable Federal regulations governing workplace anti-drug and alcohol programs in the transit industry. The Federal Transit Authority (FTA) of the U.S. Department of Transportation has published 49 CFR Part 655, as amended that mandates urine drug testing and breath alcohol testing for safety -sensitive positions and prohibits performance of safety-sensitive functions when there is a positive test result. The U.S. Department of Transportation (DOT) has also published 49 CFR Part 40, as amended, which sets standards for the collection and testing of urine and breath specimens. In addition, the Federal government published 49 CFR Part 29, "The Drug-Free Workplace Act of 1988," which requires the establishment of drug free workplace policies and the reporting of certain drug-related offenses. This policy incorporates those requirements for safety-sensitive employees.

Applicability

Employees who perform safety-sensitive functions must be included in the substance abuse management program (49 CFR §653.3 and 654.1) and are required to submit to drug and alcohol testing administered in accordance with 49 CFR Part 655 and Part 40.

The FTA has determined that "safety-sensitive" functions are performed by those who (49 CFR §655.4)

- Operate revenue service vehicles including when not in revenue service
- Operate non revenue service vehicles that require drivers to hold CDLs
- Dispatch or control revenue service vehicles
- Maintain revenue service vehicles or equipment used in revenue service except for contractors to those who receive funding under 49 U.S.C. 5307 or 5309, is in an area under 200,000 in population; and contracts out such services or receives funding under 49 U.S.C. 5311 and contracts out such services
- Provide security and carry a firearm.
-

These categories include supervisors who perform these functions. Supervisors of employees in these categories but who do not themselves perform these functions are excluded.

Employees with the following specific job titles are included in the testing requirement: Fleet Maintenance Supervisor, Fleet Mechanic, Fleet Small Engine Mechanic, Fleet Service Worker, Transit Bus/Van Driver, and Transit Scheduler/Dispatcher, as well as their successors. Any employee temporarily performing work under these conditions or positions are included.

#### Prohibited Substances

"Prohibited substances" addressed by this policy include the following: Illegally Used Controlled Substances or Drugs

The Federal Transit Administration outlines the following drugs for testing under this program: marijuana, amphetamines, opiates, phencyclidine (PCP), and cocaine, as well as any drug not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration. Illegal use includes use of any illegal drug, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs.

#### Legal Drugs

The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be reported to supervisory personnel and medical advice must be sought by the employee, as appropriate, before performing work-related duties.

A legally prescribed drug means that an individual has a prescription or other written approval from a physician for the use of a drug in the course of medical treatment. It must include the patient's name, the name of the substance, quantity/amount to be taken, and the period of authorization. The misuse or abuse of legal drugs while performing City business is prohibited.

#### Alcohol

The use of beverages containing alcohol or substances including any medication, mouthwash, food, candy, or any other substance such that alcohol is present while performing City business is prohibited. The concentration of alcohol is expressed in terms of grams of alcohol per 210 liters of breath as measured by an evidential breath-testing device.

#### Prohibited Conduct

"Prohibited conduct" addressed by this policy includes the following: Manufacture, Trafficking, Possession, and Use

City of Kingsport employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of prohibited or controlled substances on City premises, in CDL vehicles, other City vehicles, in uniform, or while on City business. All property owned or leased by the City of Kingsport is subject to inspection where suspicion exists that a violation has or is occurring. Inspection may be at any time without notice as there is NO expectation of privacy. City property includes, but is not limited to, vehicles, desks, containers, files, and storage lockers. All personnel are admonished that the retention of personal items in such containers or facilities is at the risk of the employee and the City will not be responsible for any losses. Such equipment is subject to entry and inspection without notice, even if the employee has placed a personally owned lock on the City's property. Employees assigned lockers, whether locked by employees or not, are also subject to inspection by supervision in the presence of the employee if the employee is reasonably available. Employees who violate this provision will be terminated. Law enforcement shall be notified, as appropriate, where criminal activity is suspected.

#### Intoxication/Under the Influence

Any safety-sensitive employee who is reasonably suspected of being intoxicated, impaired, under the influence of a prohibited substance, or not fit for duty shall be suspended from job duties pending an investigation and verification of condition. Employees found to be under the influence of prohibited substances or who fail to pass a drug or alcohol test shall be removed from duty and terminated. A drug or alcohol test is considered positive if the individual is found to have a quantifiable presence of a prohibited substance in the body above the minimum thresholds defined in 49 CFR Part 40, as amended.

#### Alcohol Use

No safety-sensitive employee shall report for duty or remain on duty when his/her ability to perform assigned safety-sensitive functions is adversely affected by alcohol or when his/her breath alcohol concentration is 0.04 or greater. No safety-sensitive employee shall use alcohol while on duty, in uniform, while performing safety-sensitive functions, or just before or just after performing a safety-sensitive function. Violation of these provisions is prohibited and punishable by immediate termination.

#### Required Hours of Compliance

An employee must not consume alcohol while performing a safety-sensitive function (49 CFR §655.32), four hours prior to performing safety-sensitive function (49 CFR §655.33), and up to eight hours following an accident or until the employee undergoes a post-accident test, whichever occurs first (49 CFR §655.34).

Use and ingestion of prohibited drugs are prohibited at all times. Compliance with Testing Requirements

All safety-sensitive employees will be subject to urine drug testing and breathe alcohol testing. Any safety-sensitive employee who refuses to comply with a request for testing shall be removed from duty and their employment terminated. Test refusal will be defined as any of the following:

- A. Refusal to provide the required breath or to provide the required urine specimen in the specimen cup
- B. Insufficient breath or insufficient urine volume in the specimen cup without a valid medical reason
- C. Admitted tampering, adulterating or substituting of the specimen to the collector or the MRO
- D. Failure to appear at the collection facility within a reasonable time as defined by the City
- E. Leaving the scene of an accident without just cause prior to submitting to any required drug and/or alcohol test
- F. Leaving the collection facility prior to test completion
- G. Failure to permit an observed or monitored collection when required
- H. Failure to take a second test when required
- I. Failure to undergo a medical examination when required by the MRO
- J. Failure to cooperate with any part of the testing process. (examples: Failure to empty pockets when requested, behaving in a confrontational manner that disrupts the process, or failure to wash hands after being directed to do so by the collector. These examples are not all inclusive)
- K. For alcohol testing, refusal to sign the required United States DOT Alcohol Testing Form.
- L. For an observed collection, failure to follow the observer's instructions to raise clothing above the waist, lower clothing and underpants to mid-thigh, and to turn around to allow the observer to see if employee is wearing a prosthetic or similar device that could be used to interfere with the collection process
- M. Possession or wearing of a device as described above intended to help the employee pass the drug test.

Any safety-sensitive employee who is suspected of providing false information in connection with a test, or who is suspected of falsifying test results through tampering, contamination, adulteration, or substitution will be required to undergo an observed collection. Verification of these actions will result in the employee's removal from duty and their employment terminated. Refusal can include an inability to provide a sufficient urine specimen or breath sample without a valid medical explanation, as well as a verbal declaration, obstructive behavior, or physical absence resulting in the inability to conduct the test.

#### Treatment Requirements

All employees are encouraged to make use of the available resources for treatment for alcohol misuse and illegal drug use problems. Under certain circumstances, employees may be required to undergo treatment for substance abuse or alcohol misuse. Any employee who refuses or fails to comply with requirements for treatment, after care, or return to duty shall be subject to disciplinary action, up to and including termination. The cost of any treatment or rehabilitation services will be paid for directly by the employee or their insurance provider. Employees will be allowed to take accumulated sick leave and vacation leave to participate in the prescribed rehabilitation program.

#### Proper Application of the Policy

The City of Kingsport is dedicated to assuring equitable application of this substance abuse policy. Therefore, supervisors/managers are required to use and apply all aspects of this policy in an unbiased and impartial manner. Any supervisor/manager who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy in regard to subordinates, shall be subject to disciplinary action, up to and including termination.

#### Testing Procedures

Confidentiality is maintained throughout the drug/alcohol testing process. All positive results are first forwarded to a Medical Review Officer (MRO) for review. The MRO reviews the individual medical history and affords the employee an opportunity to offer any clarifying information that would explain the positive test. The Risk Management Department will maintain results in the strictest of confidence in a medical file separate from the official personnel file. The testing laboratory, the MRO, the Breath Alcohol Technician (BAT), the Substance Abuse Professional (SAP), and the program manager are the only ones allowed access to the testing records without the tested employee's written permission.

In cases where a disciplinary action results from a positive test, such information is shared only with those in a supervisory capacity involved in that action. The City of Kingsport will carry out this policy in a manner that respects the dignity and confidentiality of those involved.

Analytical urine drug testing and breathe testing for alcohol will be conducted when required by Federal regulations. All safety-sensitive employees shall be subject to testing prior to employment. All safety sensitive employees will be tested for reasonable suspicion and following an accident as defined in 49 CFR Part 40 and 49 CFR Part 655. Testing shall be conducted in a manner to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities that have been approved by the U.S. Department of Health and Human Services (DHHS). All testing will be conducted consistent with the procedures put forth in 49 CFR Part 40, as amended.

The drugs that will be tested for include marijuana, cocaine, opiates, amphetamines, and phencyclidine. An initial drug screen will be conducted on each urine specimen. For those specimens that are not negative, a confirmatory Gas Chromatography/Mass Spectrometry (GC/MS) test will be performed. The test will be considered positive if the amounts present are above the minimum thresholds established in 49 CFR Part 40, as amended.

Breathe alcohol concentration tests will be conducted utilizing a National Highway Traffic Safety Administration (NHTSA)-approved evidential breath-testing device (EBT) operated by a trained breath alcohol technician (BAT). If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. A safety-sensitive employee who has a confirmed alcohol concentration of greater than 0.02 but less than 0.04 will be removed from his/her position for twenty-four hours unless a retest results in a concentration measure of less than 0.02.

An alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of this policy and a violation of the requirements forth for safety-sensitive employees.

Any safety-sensitive employee that has a confirmed positive drug or alcohol test will be removed from his/her position and informed of available educational and rehabilitation programs. A positive drug and/or alcohol test will also result in immediate termination following the City of Kingsport's Corrective Action policy.

The City affirms the need to protect individual dignity, privacy, and confidentiality throughout the testing process.

#### Employee Requested Testing

Any safety-sensitive employee who questions the results of a required drug test may request that an additional test be conducted. This test must be conducted at a different testing DHHS certified laboratory. The test must be conducted on the split sample that was provided by the employee at the same time as the original sample. All costs for such testing are paid by the employee unless the result of the split sample test invalidates the result of the original test. The employee's request for a split sample test must be made to the Medical Review Officer within 72 hours of notice of the original sample verified test result. Requests after 72 hours will only be accepted if the delay was due to documentable facts that were beyond the control of the employee.

#### Pre-Employment Testing

After obtaining the potential employees written consent, the City of Kingsport will request from DOT regulated employees who have employed the potential employee during any period the two years before the date of the employees application or transfer the information required on 49 CFR§40.25(b).

All safety-sensitive applicants shall undergo urine drug testing immediately following the offer of employment or transfer into a safety-sensitive position. Receipt by the City of a negative drug test result is required prior to employment. Failure of a pre-employment drug test will disqualify an applicant for employment for a period of one (1) year. Evidence of the absence of drug dependency from a Substance Abuse Professional that meets with the approval of the City and negative pre-employment drug test will be required prior to further consideration for employment. The cost for the assessment and any subsequent treatment will be the sole responsibility of the individual.

Any covered employee or applicant who has not performed a safety -sensitive function for 90 consecutive calendar days regardless of the reason, and the employee has not been in the employer's random selection pool during that time frame, must undergo urine drug testing with a verified negative result prior to returning to the safety sensitive function.

#### Reasonable Suspicion Testing

All safety-sensitive employees, as well as all other City employees (under city authority), may be subject to a fitness for duty evaluation, and urine and/or breath testing when there are reasons to believe that drug or alcohol use is adversely affecting job performance. (49CFR §655.43) A reasonable suspicion referral for testing shall be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the covered employee.



A supervisor or other company official who is trained in detecting the signs and symptoms of drug use and alcohol misuse must make the required observations. It is noted that accidents never (on their own) constitute reasonable suspicion for testing.

#### Post-Accident Testing

All safety-sensitive employees will be required to undergo urine and breath testing if they are involved in an accident with a mass transit vehicle that results in a fatality. This includes all surviving safety-sensitive employees that are on-duty whose performance could have contributed to the accident. In addition, (49 CFR §655.44) a post-accident test will be conducted if, in the case of a non-fatal accident, an individual suffers a bodily injury and immediately receives medical treatment away from the scene of an accident; the mass transit vehicle involved is a bus, electric bus, van, or automobile in which one or more vehicles incurs disabling damage as the result of the occurrence and is transported away from the scene by a tow truck or other vehicle; the mass transit vehicle involved is a railcar, trolley car, trolley bus, or vessel, and is removed from revenue service, unless the city determines, using the best information available at the time of the decision, that the covered employee's performance can be completely discounted as a contributing factor to the accident. The City shall also drug and alcohol test any other covered employee whose performance could have contributed to the accident, as determined by the employer using the best information available at the time of the decision.

(49 CFR §655.44) Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident or to prohibit a covered employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

Following an accident, the safety-sensitive employees will be tested as soon as possible, but not to exceed eight hours for alcohol testing and 32 hours for drug testing. Any safety-sensitive employee involved in an accident must refrain from alcohol use for eight hours following the accident or until he/she undergoes a post-accident alcohol test. Any safety-sensitive employee who leaves the scene of the accident without justifiable explanation prior to submission to drug and alcohol testing will be considered to have refused the test and their employment terminated.

#### Random Testing

Employees in safety-sensitive positions will be subjected to random, unannounced testing. The selection of safety-sensitive employees for random alcohol testing will be made using a scientifically valid method that ensures each covered employee that they will have an equal chance of being selected each time selections are made. (49 CFR §655.45)(e) A covered employee shall only be randomly tested for alcohol misuse while the employee is performing safety-sensitive functions; just before the employee is to perform safety-sensitive functions; or just after the employee has ceased performing such functions. A covered employee may be randomly tested for prohibited drug use anytime while on duty. The number of random tests will be equal to at least 25% of all affected employees each year for drug use and 10% of all affected for alcohol. The FTA's random alcohol testing rate may be adjusted based on analysis of positive random test results within the entire transit industry (49 CFR §655.45).

#### Dilute Negative Results

If the MRO informs the city that a negative drug test was dilute, the employee will be directed to take another test immediately. Such recollections must not be collected under direct observation, unless there is another basis for use of direct observation according to Section 49 CFR §40.67(b) and (c). If directed to take another test, the employee will be given the minimum possible advance notice that he or she must go to the collection site. If an employee is directed to take another test, the result of the second test—not that of the original test—becomes the test of record, on which the city will rely for purposes of this part.

#### SYSTEM CONTACT

Any questions regarding this policy or any other aspect of the drug -free and alcohol-free program should contact the following representatives:

##### Program Manager: Risk Manager

Address: City of Kingsport  
225 West Center Street  
Kingsport, TN 37660

Telephone: (423) 224-9401

Fax: (423) 224-2474

##### Medical Review Officer and Substance Abuse Professional

Name: Holston Medical Group, Occupational Medicine

Address: 105 W. Stone Drive, Ste 1J  
Kingsport, TN

Telephone: (423) 245-0166

Fax: (423) 245-2196

SECTION II. That nothing herein shall be construed to conflict with or supersede any applicable state or federal law.

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

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

ADOPTED this the 5<sup>th</sup> day of July, 2017

\_\_\_\_\_  
JOHN CLARK, MAYOR

ATTEST:

\_\_\_\_\_  
JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, CITY ATTORNEY



SUBJECT: FTA Substance Abuse Policy	REPLACES/AMENDS: FTA Substance Abuse Policy Effective Date November 18, 2014(Res. No. 2015-088)
RESOLUTION NUMBER: 2017-____	EFFECTIVE DATE: 7/6/2017

## **DRUG FREE WORKPLACE**

It is the intent and obligation of the City to provide a drug free, healthful, safe, and secure work environment as mandated by the Drug-Free Workplace Act of 1988. Our policy regarding the work-related effects of drug use and the unlawful possession of controlled substances is outlined in detail in the City of Kingsport Substance Abuse Policy and Procedures (General).

Employees must, as a condition of employment, abide by the terms of the above policy and report any conviction under a criminal drug statute for violations occurring on or off City premises while conducting City business. A report of a conviction must be made within five (5) days after the conviction.

### **Purpose**

The purpose of this policy is to assure worker fitness for duty and to protect our employees, passengers, and the public from the risks posed by the misuse of alcohol and use of prohibited drugs. This policy is also intended to comply with all applicable Federal regulations governing workplace anti-drug and alcohol programs in the transit industry. The Federal Transit Authority (FTA) of the U.S. Department of Transportation has published 49 CFR Part 655, as amended that mandates urine drug testing and breath alcohol testing for safety -sensitive positions and prohibits performance of safety-sensitive functions when there is a positive test result. The U.S. Department of Transportation (DOT) has also published 49 CFR Part 40, as amended, which sets standards for the collection and testing of urine and breath specimens. In addition, the Federal government published 49 CFR Part 29, "The Drug-Free Workplace Act of 1988," which requires the establishment of drug free workplace policies and the reporting of certain drug-related offenses. This policy incorporates those requirements for safety-sensitive employees.



## **Applicability**

Employees who perform safety-sensitive functions must be included in the substance abuse management program (49 CFR §653.3 and 654.1) and are required to submit to drug and alcohol testing administered in accordance with 49 CFR Part 655 and Part 40.

The FTA has determined that “safety-sensitive” functions are performed by those who (49 CFR §655.4)

- Operate revenue service vehicles including when not in revenue service
- Operate non revenue service vehicles that require drivers to hold CDLs
- Dispatch or control revenue service vehicles
- Maintain revenue service vehicles or equipment used in revenue service except for contractors to those who receive funding under 49 U.S.C. 5307 or 5309, is in an area under 200,000 in population; and contracts out such services or receives funding under 49 U.S.C. 5311 and contracts out such services
- Provide security and carry a firearm.
- These categories include supervisors who perform these functions. Supervisors of employees in these categories but who do not themselves perform these functions are excluded.

Employees with the following specific job titles are included in the testing requirement: Fleet Maintenance Supervisor, Fleet Mechanic, Fleet Small Engine Mechanic, Fleet Service Worker, Transit Bus/Van Driver, and Transit Scheduler/Dispatcher, as well as their successors. Any employee temporarily performing work under these conditions or positions are included.

## **Prohibited Substances**

“Prohibited substances” addressed by this policy include the

following: Illegally Used Controlled Substances or Drugs

The Federal Transit Administration outlines the following drugs for testing under this program: marijuana, amphetamines, opiates, phencyclidine (PCP), and cocaine, as well as any drug not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration. Illegal use includes use of any illegal drug, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs.

## **Legal Drugs**

The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be reported to supervisory personnel and medical advice must be sought by the employee, as appropriate, before performing work-related duties.

A legally prescribed drug means that an individual has a prescription or other written approval from a physician for the use of a drug in the course of medical treatment. It must include the patient's name, the name of the substance, quantity/amount to be taken, and the period of authorization. The misuse or abuse of legal drugs while performing City business is prohibited.

## **Alcohol**

The use of beverages containing alcohol or substances including any medication, mouthwash, food, candy, or any other substance such that alcohol is present while performing City business is prohibited. The concentration of alcohol is expressed in terms of grams of alcohol per 210 liters of breath as measured by an evidential breath-testing device.

## **Prohibited Conduct**

"Prohibited conduct" addressed by this policy includes the

following: Manufacture, Trafficking, Possession, and Use

City of Kingsport employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of prohibited or controlled substances on City premises, in CDL vehicles, other City vehicles, in uniform, or while on City business. All property owned or leased by the City of Kingsport is subject to inspection where suspicion exists that a violation has or is occurring. Inspection may be at any time without notice as there is **NO** expectation of privacy. City property includes, but is not limited to, vehicles, desks, containers, files, and storage lockers. All personnel are admonished that the retention of personal items in such containers or facilities is at the risk of the employee and the City will not be responsible for any losses. Such equipment is subject to entry and inspection without notice, even if the employee has placed a personally owned lock on the City's property. Employees assigned lockers, whether locked by employees or not, are also subject to inspection by supervision in the presence of the employee if the employee is reasonably available. Employees who violate this provision will be

terminated. Law enforcement shall be notified, as appropriate, where criminal activity is suspected.

### **Intoxication/Under the Influence**

Any safety-sensitive employee who is reasonably suspected of being intoxicated, impaired, under the influence of a prohibited substance, or not fit for duty shall be suspended from job duties pending an investigation and verification of condition. Employees found to be under the influence of prohibited substances or who fail to pass a drug or alcohol test shall be removed from duty and terminated. A drug or alcohol test is considered positive if the individual is found to have a quantifiable presence of a prohibited substance in the body above the minimum thresholds defined in 49 CFR Part 40, as amended.

### **Alcohol Use**

No safety-sensitive employee shall report for duty or remain on duty when his/her ability to perform assigned safety-sensitive functions is adversely affected by alcohol or when his/her breath alcohol concentration is 0.04 or greater. No safety-sensitive employee shall use alcohol while on duty, in uniform, while performing safety-sensitive functions, or just before or just after performing a safety-sensitive function. Violation of these provisions is prohibited and punishable by immediate termination.

### **Required Hours of Compliance**

An employee must not consume alcohol while performing a safety-sensitive function (49 CFR §655.32), four hours prior to performing safety-sensitive function (49 CFR §655.33), and up to eight hours following an accident or until the employee undergoes a post-accident test, whichever occurs first (49 CFR §655.34).

Use and ingestion of prohibited drugs are prohibited at all times. Compliance with Testing Requirements

All safety-sensitive employees will be subject to urine drug testing and breathe alcohol testing. Any safety-sensitive employee who refuses to comply with a request for testing shall be removed from duty and their employment terminated. Test refusal will be defined as any of the following:

- A. Refusal to provide the required breath or to provide the required urine specimen in the specimen cup
- B. Insufficient breath or insufficient urine volume in the specimen cup without a valid medical reason
- C. Admitted tampering, adulterating or substituting of the specimen to the collector or the MRO
- D. Failure to appear at the collection facility within a reasonable time as

- defined by the City
- E. Leaving the scene of an accident without just cause prior to submitting to any required drug and/or alcohol test
  - F. Leaving the collection facility prior to test completion
  - G. Failure to permit an observed or monitored collection when required
  - H. Failure to take a second test when required
  - I. Failure to undergo a medical examination when required by the MRO
  - J. Failure to cooperate with any part of the testing process. (examples: Failure to empty pockets when requested, behaving in a confrontational manner that disrupts the process, or failure to wash hands after being directed to do so by the collector. These examples are not all inclusive)
  - K. For alcohol testing, refusal to sign the required United States DOT Alcohol Testing Form.
  - L. For an observed collection, failure to follow the observer's instructions to raise clothing above the waist, lower clothing and underpants to mid-thigh, and to turn around to allow the observer to see if employee is wearing a prosthetic or similar device that could be used to interfere with the collection process
  - M. Possession or wearing of a device as described above intended to help the employee pass the drug test.

Any safety-sensitive employee who is suspected of providing false information in connection with a test, or who is suspected of falsifying test results through tampering, contamination, adulteration, or substitution will be required to undergo an observed collection. Verification of these actions will result in the employee's removal from duty and their employment terminated. Refusal can include an inability to provide a sufficient urine specimen or breath sample without a valid medical explanation, as well as a verbal declaration, obstructive behavior, or physical absence resulting in the inability to conduct the test.

### **Treatment Requirements**

All employees are encouraged to make use of the available resources for treatment for alcohol misuse and illegal drug use problems. Under certain circumstances, employees may be required to undergo treatment for substance abuse or alcohol misuse. Any employee who refuses or fails to comply with requirements for treatment, after care, or return to duty shall be subject to disciplinary action, up to and including termination. The cost of any treatment or rehabilitation services will be paid for directly by the employee or their insurance provider. Employees will be allowed to take accumulated sick leave and vacation leave to participate in the prescribed rehabilitation program.

### **Proper Application of the Policy**

The City of Kingsport is dedicated to assuring equitable application of this substance

abuse policy. Therefore, supervisors/managers are required to use and apply all aspects of this policy in an unbiased and impartial manner. Any supervisor/manager who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy in regard to subordinates, shall be subject to disciplinary action, up to and including termination.

### **Testing Procedures**

Confidentiality is maintained throughout the drug/alcohol testing process. All positive results are first forwarded to a Medical Review Officer (MRO) for review. The MRO reviews the individual medical history and affords the employee an opportunity to offer any clarifying information that would explain the positive test. The Risk Management Department will maintain results in the strictest of confidence in a medical file separate from the official personnel file. The testing laboratory, the MRO, the Breath Alcohol Technician (BAT), the Substance Abuse Professional (SAP), and the program manager are the only ones allowed access to the testing records without the tested employee's written permission.

In cases where a disciplinary action results from a positive test, such information is shared only with those in a supervisory capacity involved in that action. The City of Kingsport will carry out this policy in a manner that respects the dignity and confidentiality of those involved.

Analytical urine drug testing and breathe testing for alcohol will be conducted when required by Federal regulations. All safety-sensitive employees shall be subject to testing prior to employment. All safety sensitive employees will be tested for reasonable suspicion and following an accident as defined in 49 CFR Part 40 and 49 CFR Part 655. Testing shall be conducted in a manner to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities that have been approved by the U.S. Department of Health and Human Services (DHHS). All testing will be conducted consistent with the procedures put forth in 49 CFR Part 40, as amended.

The drugs that will be tested for include marijuana, cocaine, opiates, amphetamines, and phencyclidine. An initial drug screen will be conducted on each urine specimen. For those specimens that are not negative, a confirmatory Gas Chromatography/Mass Spectrometry (GC/MS) test will be performed. The test will be considered positive if the amounts present are above the minimum thresholds established in 49 CFR Part 40, as amended.

Breathe alcohol concentration tests will be conducted utilizing a National Highway Traffic Safety Administration (NHTSA)-approved evidential breath-testing device (EBT)

operated by a trained breath alcohol technician (BAT). If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. A safety-sensitive employee who has a confirmed alcohol concentration of greater than 0.02 but less than 0.04 will be removed from his/her position for twenty-four hours unless a retest results in a concentration measure of less than 0.02.

An alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of this policy and a violation of the requirements forth for safety-sensitive employees.

Any safety-sensitive employee that has a confirmed positive drug or alcohol test will be removed from his/her position and informed of available educational and rehabilitation programs. A positive drug and/or alcohol test will also result in immediate termination following the City of Kingsport's Corrective Action policy

The City affirms the need to protect individual dignity, privacy, and confidentiality throughout the testing process.

#### **Employee Requested Testing**

Any safety-sensitive employee who questions the results of a required drug test may request that an additional test be conducted. This test must be conducted at a different testing DHHS certified laboratory. The test must be conducted on the split sample that was provided by the employee at the same time as the original sample. All costs for such testing are paid by the employee unless the result of the split sample test invalidates the result of the original test. The employee's request for a split sample test must be made to the Medical Review Officer within 72 hours of notice of the original sample verified test result. Requests after 72 hours will only be accepted if the delay was due to documentable facts that were beyond the control of the employee.

#### **Pre-Employment Testing**

After obtaining the potential employees written consent, the City of Kingsport will request from DOT regulated employees who have employed the potential employee during any period the two years before the date of the employees application or transfer the information required on 49 CFR§40.25(b).

All safety-sensitive applicants shall undergo urine drug testing immediately following the offer of employment or transfer into a safety-sensitive position. Receipt by the City of a negative drug test result is required prior to employment. Failure of a pre-employment

drug test will disqualify an applicant for employment for a period of one (1) year. Evidence of the absence of drug dependency from a Substance Abuse Professional that meets with the approval of the City and negative pre-employment drug test will be required prior to further consideration for employment. The cost for the assessment and any subsequent treatment will be the sole responsibility of the individual.

Any covered employee or applicant who has not performed a safety -sensitive function for 90 consecutive calendar days regardless of the reason, and the employee has not been in the employer's random selection pool during that time frame, must undergo urine drug testing with a verified negative result prior to returning to the safety sensitive function.

### **Reasonable Suspicion Testing**

All safety-sensitive employees, as well as all other City employees (under city authority), may be subject to a fitness for duty evaluation, and urine and/or breath testing when there are reasons to believe that drug or alcohol use is adversely affecting job performance. (49CFR §655.43) A reasonable suspicion referral for testing shall be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the covered employee. A supervisor or other company official who is trained in detecting the signs and symptoms of drug use and alcohol misuse must make the required observations. It is noted that accidents never (on their own) constitute reasonable suspicion for testing.

### **Post-Accident Testing**

All safety-sensitive employees will be required to undergo urine and breath testing if they are involved in an accident with a mass transit vehicle that results in a fatality. This includes all surviving safety-sensitive employees that are on-duty whose performance could have contributed to the accident. In addition, (49 CFR §655.44) a post-accident test will be conducted if, in the case of a non-fatal accident, an individual suffers a bodily injury and immediately receives medical treatment away from the scene of an accident; the mass transit vehicle involved is a bus, electric bus, van, or automobile in which one or more vehicles incurs disabling damage as the result of the occurrence and is transported away from the scene by a tow truck or other vehicle; the mass transit vehicle involved is a railcar, trolley car, trolley bus, or vessel, and is removed from revenue service, unless the city determines, using the best information available at the time of the decision, that the covered employee's performance can be completely discounted as a contributing factor to the accident. The City shall also drug and alcohol test any other covered employee whose performance could have contributed to the accident, as determined by the employer using the best information available at the time of the

decision.

(49 CFR §655.44) Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident or to prohibit a covered employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

Following an accident, the safety-sensitive employees will be tested as soon as possible, but not to exceed eight hours for alcohol testing and 32 hours for drug testing. Any safety-sensitive employee involved in an accident must refrain from alcohol use for eight hours following the accident or until he/she undergoes a post-accident alcohol test. Any safety-sensitive employee who leaves the scene of the accident without justifiable explanation prior to submission to drug and alcohol testing will be considered to have refused the test and their employment terminated.

### **Random Testing**

Employees in safety-sensitive positions will be subjected to random, unannounced testing. The selection of safety-sensitive employees for random alcohol testing will be made using a scientifically valid method that ensures each covered employee that they will have an equal chance of being selected each time selections are made.( 49 CFR §655.45)(e) A covered employee shall only be randomly tested for alcohol misuse while the employee is performing safety-sensitive functions; just before the employee is to perform safety-sensitive functions; or just after the employee has ceased performing such functions. A covered employee may be randomly tested for prohibited drug use anytime while on duty. The number of random tests will be equal to at least 25% of all affected employees each year for drug use and 10% of all affected for alcohol. The FTA's random alcohol testing rate may be adjusted based on analysis of positive random test results within the entire transit industry (49 CFR §655 .45).

### **Dilute Negative Results**

If the MRO informs the city that a negative drug test was dilute, the employee will be directed to take another test immediately. Such recollections must not be collected under direct observation, unless there is another basis for use of direct observation according to Section 49 CFR §40.67(b) and (c). If directed to take another test, the employee will be given the minimum possible advance notice that he or she must go to the collection site. If an employee is directed to take another test, the result of the second test—not that of the original test—becomes the test of record, on which the city will rely for purposes of this part.

### **SYSTEM CONTACT**



Any questions regarding this policy or any other aspect of the drug -free and alcohol-free program should contact the following representatives:

Program Manager: Risk Manager

Address: City of Kingsport  
225 West Center Street  
Kingsport, TN 37660  
Telephone: (423) 224-9401  
Fax: (423) 224-2474

Medical Review Officer and Substance Abuse Professional

Name: Holston Medical Group, Occupational Medicine  
Address: 105 W. Stone Drive, Ste 1J  
Kingsport, TN  
Telephone: (423) 245-0166  
Fax: (423) 245-2196



## AGENDA ACTION FORM

### Awarding the Bid for the Purchase of Tire Recapping Services to the Goodyear Tire & Rubber Company

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

Action Form No.: AF-189-2017  
 Work Session: July 5, 2017  
 First Reading: N/A

Final Adoption: July 5, 2017  
 Staff Work By: Committee  
 Presentation By: R. McReynolds

#### Recommendation:

Approve the Resolution.

#### Executive Summary:

Bids were opened on June 14, 2017 for the purchase of Tire Recapping Services for use by the Fleet Maintenance Department for FY18. It is recommended to approve the award to the apparent low bidder The Goodyear Tire & Rubber Company @ an estimated annual cost of \$67,449.00.

Funding is identified in account # 51100001410000 Fleet Inventory Stock.

#### Attachments:

1. Resolution
2. Bid Opening Minutes
3. Recommendation Memo

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 AWARDDING THE BID FOR THE PURCHASE OF  
TIRE RECAPPING SERVICES TO THE GOODYEAR TIRE &  
RUBBER COMPANY AND AUTHORIZING THE CITY MANAGER  
TO EXECUTE A PURCHASE ORDER FOR THE SAME

WHEREAS, bids were opened June 14, 2017, for the purchase of tire recapping services for use by Fleet Maintenance Department; and

WHEREAS, upon review of the bids, the board finds The Goodyear Tire & Rubber Company 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 tire recapping services from The Goodyear Tire & Rubber Company, at a total purchase cost of \$67,449.00; and

WHEREAS, funding is identified in account number 51100001410000 Fleet Inventory Stock.

Now therefore,

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

SECTION I. That the bid for the purchase of tire recapping services, at a total purchase cost of \$67,449.00, is awarded to The Goodyear Tire & Rubber Company, and the city manager is authorized to execute a purchase order for same.

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

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

ADOPTED this the 19th day of June, 2017.

\_\_\_\_\_  
JOHN CLARK, MAYOR

ATTEST:

\_\_\_\_\_  
JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES  
BID OPENING  
June 14, 2017  
4:00 P.M.

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

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

The Assistant Procurement Manager opened with the following bids:

TIRE RECAPPING SERVICE				
Description of Items:	Est. Qty.:	*Goodyear:	Best One Tire:	Tire Centers, LLC:
Tire Cap Cold MS – 12R22.5 – Gripper 22/32"	20	\$120.00	\$120.00	\$ 2.00
Tire Cap Cold MS – 10R22.5 – Gripper 22/32"	20	\$135.00	\$110.00	\$129.88
Tire Cap Cold MS – 11R22.5 – Gripper 22/32"	70	\$115.00	\$112.00	\$139.88
Tire Cap Cold MS Lug – 425/65R22.5 – 26/32"	10	\$200.00	\$225.00	\$ 2.00
Tire Recap All Position – 315/80R22.5 – Wide Base Rib 16/32"	20	\$145.00	\$120.00	\$ 2.00
Tire Recap All Position – 275/80R22.5 – Highway 18/32"	6	\$111.56	\$115.00	\$119.88
Tire Recap Mud and Snow – 255/70R22.5 – Gripper 22/32"	6	\$105.00	\$103.00	\$119.88
Tire Recap Mud & Snow – 12R22.5 – XDUS Refuse Tread 32/32"	100	\$178.00	\$230.00	\$259.00
Tire Recap Mud & Snow – 11R22.5 – XDUS Refuse Tread 32/32"	120	\$165.00	\$215.00	\$249.00
Tire Recap Mud & Snow – 315/80R22.5 – XDUS Refuse Tread 32/32"	50	\$210.00	\$250.00	\$269.00

\*Taken exception to Terms and Conditions regarding patents.

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



**FLEET MAINTENANCE DIVISION**  
**City of Kingsport, Tennessee**

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**MEMO**

**To:** Brent Morelock, Assistant Procurement Manager  
**From:** Steve Hightower, Fleet Manager  
Mike Creasman, Fleet Stores Clerk  
**Date:** June 15, 2017  
**Re:** Annual Recap Tires Purchase Recommendation

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This Memo will serve as our confirmation and review of the Annual Recap Tire Bid Documents. It is our recommendation to accept the low bid pricing offering of Goodyear and to purchase Kingsport's Recapping Tire Services from them for the upcoming Fiscal Year 17-18.

Goodyear's tread options are with compliance of the City of Kingsport's current specifications. The low bid offering of Goodyear of \$67,449.36 is \$18,458.64 lower than Best One Tire and \$15,708.40 lower than Tire Centers, LLC.

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

Thank you.



## AGENDA ACTION FORM

### Enter into a Mutual Aid Agreement with the Sullivan County Highway Department for Resurfacing of the City's Portion of Buttermilk Road

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

Action Form No.: AF-190-2017  
 Work Session: July 5, 2017  
 First Reading: N/A

Final Adoption: July 5, 2017  
 Staff Work By: Ronnie Hammonds  
 Presentation By: Ryan McReynolds

#### Recommendation:

Approve the Resolution.


#### Executive Summary:

The City portion of Buttermilk Road is bordered on both ends by Sullivan County. Sullivan County is preparing to resurface their portions of the roadway. It is in the best interest of both the City and Sullivan County to have these completed at the same time by Sullivan County. The length of the City portion of roadway is approximately 2,200 feet long and 20 feet wide. Resurfacing will consist of a 1/2" leveling course, with 1 1/2" surface consisting of approximately 533 tons of asphalt at \$69 per ton for an estimated cost of \$36,777.

Funding will be taken from NC1800.

#### Attachments:

1. Resolution
2. Work Estimate

Funding source appropriate and funds are available: 

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

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

A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT WITH SULLIVAN COUNTY FOR ITS HIGHWAY DEPARTMENT FOR RESURFACING A PORTION OF BUTTERMILK ROAD LOCATED IN THE CITY LIMITS AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, Sullivan County is preparing to resurface two segments of Buttermilk Road outside the city limits; and

WHEREAS, resurfacing the two segment leaves the portion of Buttermilk Road in the city limits laying between the two segments without resurfacing; and

WHEREAS, to avoid leaving a part of the road without resurfacing, the city would like to enter into an Interlocal Agreement with the county to resurface the portion of the road that is in the city limits, when the county resurfaces the portion of the road in the unincorporated area of Sullivan County; and

WHEREAS, the length of the city's portion of the roadway is approximately 2,200 feet long and 20 feet wide, and the cost of the resurfacing is estimated to be \$36,777.00; and

WHEREAS, funds are available in NC1800.

Now therefore,

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

SECTION I. That an Interlocal Agreement with Sullivan County for the resurfacing approximately 2,200 feet long and 20 feet wide portion of Buttermilk Road for a payment of \$36,777.00 is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an Interlocal Agreement with Sullivan County for the resurfacing of a portion of Buttermilk Road and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution.

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

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

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

ADOPTED this the 5th day of July, 2017.

\_\_\_\_\_  
JOHN CLARK, MAYOR

ATTEST:

\_\_\_\_\_  
JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, CITY ATTORNEY



Project I.D. - Buttermilk Rd  
Sub Division - Resurface City Portion of this Road

<b>TOTAL</b>	<b>\$36,777.00</b>
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**Approved for SCHD:**

**Accepted By:**



## AGENDA ACTION FORM

### Approving an Assignment of a Lease at the V. O. Dobbins Facility

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

Action Form No.: AF-191-2017  
 Work Session: July 5, 2017  
 First Reading: N/A

Final Adoption: July 5, 2017  
 Staff Work By: Chris McCartt  
 Presentation By: Chris McCartt

**Recommendation:** Approve the Resolution.

#### **Executive Summary:**

On June 25, 2010, the city leased 1,299 square feet of office space in the V. O. Dobbins facility to Contact Concern of Northeast Tennessee, Inc. The initial term of the lease was for five years and there was one additional five year term available upon the mutual agreement of the parties. The lease is in the renewal term.

Contact Concern of Northeast Tennessee, Inc., which serves Sullivan, Johnson, Hawkins, and Hancock counties is merging with Contact Ministries, Inc., which serves Carter, Greene, Unicoi and Washington Counties. The merger has received the approval of the Public Utility Commission by order of May 25, 2017, to transfer the 211 designation for the counties served by Contact Concern to the surviving entity. A letter from the Public Interest Division of the Office of the Attorney General for the State of Tennessee indicates that it will take no action at this time regarding the proposed merger. Once the merger is complete and receives final approval, the surviving entity will be Contact Ministries, Inc., which is changing its name to Contact 211 of Northeast Tennessee, Inc.

Section 22 of the lease prevents Contract Concern from assigning the lease without the written consent of the city. Accordingly, upon completion of the merger of the two entities, Contact Concern has requested that the lease be assigned to the surviving entity of the merger, which will be known as Contact 211 of Northeast Tennessee, Inc. The attached resolution approves the assignment of the lease from Contact Concern, Inc. to Contact 211 of Northeast Tennessee, Inc., which is a Tennessee nonprofit corporation and a 501(c)(3) tax-exempt organization.

#### **Attachments:**

1. Resolution
2. Order of Tennessee Public Utility Commission
3. Letter of May 12, 2017, from the Office of Attorney General for the State of Tennessee

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

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

A RESOLUTION APPROVING AN ASSIGNMENT OF A LEASE TO CONTACT 211 OF NORTHEAST TENNESSEE, INC. AND AUTHORIZING THE MAYOR TO EXECUTE THE ASSIGNMENT AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

WHEREAS, Contact Concern of Northeast Tennessee, Inc. has been renting space at the V.O. Dobbins facility since June 25, 2010; and

WHEREAS, the initial 5 years of the lease has expired and the lease is in the renewal term; and

WHEREAS, Contact Concern of Northeast Tennessee, Inc. is merging with Contact Ministries which and has received approval by the Public Utility Commission to transfer the 211 designation to the surviving entity of the merger; and

WHEREAS; Contact Concern of Northeast Tennessee, Inc. has requested the lease be assigned to the surviving entity which will be called Contact 211 of Northeast Tennessee, Inc., a Tennessee nonprofit corporation and a 501(c)(3) tax-exempt organization; and

WHEREAS, the city would like to authorize the assignment the lease to Contact 211 of Northeast Tennessee, Inc.

Now therefore,

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

SECTION I. That the assignment of the June 25, 2010, lease with the current lessee, Contact Concern of Northeast Tennessee, Inc. to Contact 211 of Northeast Tennessee, Inc., is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, a Lease Assignment to Contact 211 of Northeast Tennessee, Inc. and all other documents necessary and proper to effectuate the purpose of the assignment.

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

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

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

ADOPTED this the 5<sup>th</sup> day of July, 2017.

\_\_\_\_\_  
JOHN CLARK, MAYOR

ATTEST:

\_\_\_\_\_  
JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, CITY ATTORNEY

BEFORE THE TENNESSEE PUBLIC UTILITY COMMISSION

NASHVILLE, TENNESSEE

May 25, 2017

IN RE:	)	
	)	
JOINT PETITION OF CONTACT	)	DOCKET NO. 17-00028
MINISTRIES, INC. AND CONTACT-	)	
CONCERN OF NORTHEAST TENNESSEE,	)	
INC. TO TRANSFER ITS N11 NUMBER	)	
ABBREVIATED DIALING CODE	)	

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ORDER APPROVING TRANSFER OF N11 NUMBER (211)

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This matter came before Chairman David F. Jones, Commissioner Herbert H. Hilliard and Commissioner Kenneth C. Hill of the Tennessee Public Utility Commission ("Commission" or "TPUC"), the voting panel assigned to this docket, at a regularly scheduled Commission Conference held on April 10, 2017, to consider the *Joint Petition for Transfer of an N11 Number* ("*Joint Petition*") filed by Contact Ministries, Inc. ("Contact Ministries") and Contact-Concern of Northeast Tennessee, Inc. ("Contact-Concern"). On March 27, 2017, Contact Ministries and Contact-Concern filed a *Joint Petition* seeking to merge the assignment of an N11 code, specifically "211", with the surviving entity being Contact Ministries and the name of the surviving entity being simultaneously changed to Contact 211 of Northeast Tennessee, Inc. ("Contact 211").

**BACKGROUND**

The Federal Communications Commission ("FCC") released its *Third Report and Order and Order on Reconsideration* in CC Docket No. 92-105 ("*Third Report and Order*") wherein it assigned the nationwide abbreviated dialing code 211 for access to community information and

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referral services. In so doing, the FCC specifically found in the *Third Report and Order*:

Individuals facing serious threats to life, health, and mental well being have urgent and critical human needs that are not addressed by dialing 911 for emergency assistance or 311 for non-emergency police assistance. . . . We believe that the Information and Referral Petitioners have shown a public need exists for an easy to use, easy to remember N11 code to efficiently bring community information and referral services to those who need them, providing a national safety network for persons to get access readily to assistance. Therefore, we find that the public interest standard has been met.

On March 12, 2002, in Docket No. 02-00126, Contact Ministries, located in Johnson City, Tennessee received its 211 designation for Carter, Greene, Unicoi and Washington Counties. On March 26, 2002, in Docket No. 02-00127, Contact-Concern, located in Kingsport, Tennessee, received its 211 designation for Sullivan, Johnson, and Hawkins Counties, and on May 16, 2006, in Docket No. 06-00100 received its 211 designation for Hancock County.<sup>1</sup> Specifically, the counties included in the collective, eight-county region are: Unicoi, Carter, Greene, Washington, Sullivan, Johnson, Hawkins and Hancock Counties.

Contact-Concern has an Executive Director that will serve as Executive Director of the merged entity, Contact 211.<sup>2</sup> Contact-Concern has space that it is now leasing for its call center in Kingsport for the continued operations of Contact 211. However, Contact-Concern has been struggling to maintain enough active volunteers and has been using paid staff to answer phones. The merger of the Petitioners will allow Contact 211 to adequately handle the volume of calls,

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<sup>1</sup> See *In re: Petition of Contact Ministries, Inc. to Provide the 211 Information And Referral Services to Carter, Green, Unicoi and Washington Counties*, Docket No. 02-00126, *Order Approving Allocation of N11 (211) to Contact Ministries, Inc.* (May 13, 2002); see *In re: Petition of Contact-Concern of Northeast Tennessee, Inc. to Designate 211 Service for Non-Profit Health and Human Services Information and Referral Line for the Counties of Sullivan, Johnson and Hawkins, Tennessee*, Docket No. 02-00127, *Order Approving Allocation of N11 (211) to Contact-Concern of Northeast Tennessee, Inc.* (June 10, 2002); and see *In Re: Petition of Contact-Concern of Northeast Tennessee, Inc. for 211 Designation in Hancock County, Tennessee*, Docket No. 06-00100, *Order Approving Allocation of N11 (211) to Contact-Concern of Northeast Tennessee, Inc.* (November 21, 2007).

<sup>2</sup> *Joint Petition*, p. 3 (March 27, 2017).

provide management expertise, financial stability and call center space.<sup>3</sup>

The Board of Directors of Contact Ministries and Contact-Concern have both approved the merger and will combine into a single board for the merged organization.<sup>4</sup> Consolidating their services will allow the two organizations to combine their strengths and better utilize their resources, in order to provide health and human services information and referral services to the citizens in a collective, eight-county region, serving all of Northeast Tennessee.<sup>5</sup>

The following documents were filed with the *Joint Petition* showing approval and support for the merger: *Written Consent in Lieu of Meeting of the Board of Directors of Contact Ministries*, signed by the Directors of Contact Ministries, and *Minutes of the Meeting of the Board of Directors of Contact-Concern of Northeast Tennessee, Inc.*<sup>6</sup> Letters of support of the merger were received from the Executive Directors of Contact Ministries and Contact-Concern, the Executive Director of 211 in Kingsport, Tennessee and the President and member of the Board of Directors for Contact 211.<sup>7</sup> In addition, the Petitioners filed budgeted and year-end 2016 financial statements with their *Joint Petition* showing that at year-end 2016, Contact-Concern had \$67,064.92 cash in the bank with net income being \$52,932 for 2016 and a projection of \$10,026 net income for the merged organization for 2017.<sup>8</sup>

#### FINDINGS AND CONCLUSIONS

At the regularly scheduled Commission Conference held on April 10, 2017, the panel considered the *Joint Petition*. The panel found that the information and referral services provided

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<sup>3</sup>*Id.*

<sup>4</sup>*Id.* at 2-3.

<sup>5</sup>*Id.* at 3.

<sup>6</sup>*Id.* at Exhibit A.

<sup>7</sup>*Id.* at Exhibit B.

<sup>8</sup>*Id.* at Exhibit C.

via 211 continue to be an excellent use of scarce abbreviated dialing codes, and consolidating services of the Northeast Tennessee regions will improve the quality of 211 services in Northeast Tennessee. Further, the panel found that merging Contact Ministries and Contact-Concern will result in a surviving organization that is financially and managerially better equipped to provide 211 information and referral services in the Northeast Tennessee region.

In addition, the panel found that the transition will be seamless to citizens in the eight-county service area of Unicoi, Carter, Greene, Washington, Sullivan, Johnson, Hawkins and Hancock counties because citizens calling 211 will continue to receive quality information and referral services, thereby, fulfilling the public interest.

Based on these findings and the administrative record, the panel voted unanimously to approve the *Joint Petition* to transfer the designation of 211 to Contact Ministries and to change the name of the surviving entity to Contact 211 of Northeast Tennessee, Inc.

**IT IS THEREFORE ORDERED THAT:**

1. The *Joint Petition for Transfer of an N11 Number* filed by Contact Ministries, Inc. and Contact-Concern of Northeast Tennessee, Inc. is approved.
2. The name of the merged entity will be Contact 211 of Northeast Tennessee, Inc.
3. Contact 211 of Northeast Tennessee, Inc. will serve the following eight counties: Unicoi, Carter, Greene, Washington, Sullivan, Johnson, Hawkins and Hancock.

**Chairman David F. Jones, Commissioner Herbert H. Hilliard and Commissioner Kenneth C. Hill concur.**

**ATTEST:**



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**Earl R. Taylor, Executive Director**



**STATE OF TENNESSEE**  
**OFFICE OF THE ATTORNEY GENERAL**  
P.O. BOX 20207, NASHVILLE, TN 37202  
TELEPHONE (615)741-3491  
FACSIMILE (615)741-2009

**HERBERT H. SLATERY III**  
ATTORNEY GENERAL AND REPORTER

May 12, 2017

**SENT VIA US MAIL**

Ms. Melanie Lamb  
Wilson Worley  
2021 Meadowview Parkway #2  
Kingsport TN 37660

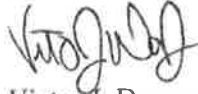
**RE: Proposed Merger of Contact-Concern of Northeast Tennessee, Inc., with and into  
Contact Ministries, Inc., both Tennessee public benefit nonprofit corporations**

Dear Ms. Lamb:

The Public Interest Division of the Office of the Attorney General has completed its review of the documents sent by your office in connection with the above-referenced proposed merger. Based on the requested information and on the documents we have received from the parties as of this date, we have determined that this Office will take no action at this time regarding this transaction.

**Upon completion of the merger, in accordance with Tenn. Code Ann. §48-51-701(c)(2), please provide, through sworn affidavit from the President of the surviving entity a statement verifying that the merger is complete, together with the executed transaction documents.** Please be advised that if any additional matters develop, the Attorney General reserves the authority to act in the public interest pursuant to the authority vested in him under the Tennessee Nonprofit Corporation Act, Tenn. Code Ann. § 48-51-101, *et seq.*, and other laws.

Sincerely,

A handwritten signature in black ink, appearing to read "Victor J. Domen, Jr.", written in a cursive style.

Victor J. Domen, Jr.  
Senior Counsel



## AGENDA ACTION FORM

### Amendment to Annual Flagging Service Agreement

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

Action Form No.: AF-192-2017  
 Work Session: July 5, 2017  
 First Reading: NA

Final Adoption: July 5, 2017  
 Staff Work By: Michael Thompson  
 Presentation By: Ryan McReynolds

### Recommendation:

Approve the Resolution.

### Executive Summary:

On February 21, 2017 we entered into an agreement with AWP, Inc. for Annual Flagging Services. The agreement reflected AWP's proposal referencing a 2 man, 10 hour daily rate for the flagging service / traffic control.

During the Riverport Road stabilization project it was determined to increase to 3 men, (10 hours) for traffic control. Due to the geometry and driveway entrances on Riverport Road safety issues were a main concern. This amendment will increase the agreement amount by \$26,386.00 for additional costs incurred by adding the 3<sup>rd</sup> person for this service.

Funding is available and identified in GP1723.

### Attachments:

1. Resolution
2. Change Order No. 1

Funding source appropriate and funds are available: 

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

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

A RESOLUTION APPROVING AN AMENDMENT TO THE  
CONTRACT WITH AWP, INC. FOR FLAGGING AND  
AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS  
NECESSARY AND PROPER TO EFFECTUATE THE CHANGE  
ORDER

WHEREAS, the city entered a contract with AWP, Inc. on February 21, 2017, for annual flagging services; and

WHEREAS, the agreement reflected AWP's proposal referencing a 2 man, 10 hour daily rate for the flagging service traffic control ; and

WHEREAS, during the Riverport Road stabilization project it was determined it was necessary to increase to 3 men, (10 hours) for traffic control, due to the geometry, driveway entrances, and other safety issues; and

WHEREAS, this amendment will increase the agreement amount by \$26,386.00 for additional costs incurred by adding the 3<sup>rd</sup> person for this service; and

WHEREAS, funding is available and identified in GP1723.

Now therefore,

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

SECTION I. That an amendment to the contract with AWP, Inc. for flagging services in the amount of \$26,386.00 for additional costs incurred by adding a third person 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, amendment to the AWP, Inc. contract for flagging and all other documents necessary and proper to effectuate the purpose of the contract.

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

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

ADOPTED this the 5<sup>th</sup> day of July, 2017.

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JOHN CLARK, MAYOR

ATTEST:

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JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

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J. MICHAEL BILLINGSLEY, CITY ATTORNEY

## Date 6/27/2017

Contract Price Prior to This Change Order	\$	340,000.00
Net Increase Resulting from this Change Order	\$	26,386.00
Current Contract Price Including This Change Order	\$	366,386.00

Contract Time Prior to This Change Order	<u>300</u>	Days
Net Increase Resulting from this Change Order	<u>0</u>	Days
Current Contract Date Including This Change Order	<u>12/21/2017</u>	Days or Date

The Above Changes Are Approved

\_\_\_\_\_  
Project Manager  
By: Michael Thompson  
Date: \_\_\_\_\_

The Above Changes Are Accepted

\_\_\_\_\_  
Contractor  
By: \_\_\_\_\_  
Date: \_\_\_\_\_

**Routine**

1. Board of Mayor and Aldermen for approval and authorization for the Mayor to sign on behalf of the City
2. Project Manager
3. Contractor
4. City Attorney
5. Mayor
6. City Recorder

**Distribution by City Recorder**

1. Original executed change order to contract file
2. Copy to Contractor
3. Copy to Project Manager
4. Copy to Purchasing Director



## AGENDA ACTION FORM

### **Consider Authorization for City Recorder to Reconcile and Adjust Uncollectible Property Tax for Tax Year 2006**

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

Action Form No.: AF-138-2017  
 Work Session: July 5, 2017  
 First Reading: N/A

Final Adoption: July 5, 2017  
 Staff Work By: Karen Gilmore  
 Presentation By: Joe May

#### **Recommendation:**

Authorize the City Recorder to adjust delinquent property tax receivables as of, June 30, 2017 (FY17), in the amount of, \$21,996.02 for tax year 2006 and furthermore, authorize and direct the Mayor and City Recorder to execute any necessary pleadings on the delinquent tax collection lawsuit.

#### **Executive Summary:**

The adjusted levy for property taxes for the tax year 2006 was \$29,531,568.31. Of that amount, a total of \$21,996.02, has not been collected and is deemed, uncollectible in base property taxes.

At the close of each fiscal year as part of the final accounting, an adjustment is, made recognizing uncollectible delinquent property tax receivables. For the fiscal year, ending June 30, 2017, the total property taxes that meet such criteria represents .1% of the total levy. Conversely, 99.9% of the total tax levy for tax year 2006 has been collected.

Reconciliation has been made of all property tax receivable, estimated uncollectible and deferred revenue accounts and it is recommended that this adjustment in the amount of, \$21,996.02 be made.

#### **Attachments:**

1. Resolution
2. 2006 Delinquent Property Tax Write-off

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



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

A RESOLUTION AUTHORIZING THE CITY RECORDER TO RECONCILE AND ADJUST DELINQUENT PROPERTY TAX RECEIVABLES IN FISCAL YEAR 2016 FOR THE TAX YEAR 2006 AND AUTHORIZING AND DIRECTING THE MAYOR AND THE CITY RECORDER TO EXECUTE ANY PLEADINGS NECESSARY AND PROPER FOR THE DELINQUENT TAX COLLECTION LAWSUIT

WHEREAS, reconciliation has been made of the real, personal and public utility property tax receivables, estimated uncollectible and deferred revenue accounts, and it is recommended that an adjustment to the final accounting be made; and

WHEREAS, the adjusted real, personal and public utility property tax levy for the tax year 2006 was \$29,531,568.31; and

WHEREAS, of that amount, a total of \$21,996.02 has not been collected; and

WHEREAS, as part of the final accounting, an adjustment needs to be made to recognize uncollectible receivables.

Now therefore,

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

SECTION I. That the City Recorder is hereby, authorized to reconcile and adjust delinquent real, personal and public utility property tax receivables in Fiscal Year 2017 in the amount of, \$21,996.02 for tax year 2006.

SECTION II. That the City Recorder and Mayor are authorized to execute any pleadings necessary and proper for the delinquent tax collection lawsuit and all other documents necessary and proper to effectuate the purpose of the reconciliation.

SECTION III. That this resolution shall take effect immediately upon its adoption, the public welfare requiring it.

ADOPTED this the 5th day of July, 2017.

\_\_\_\_\_  
JOHN CLARK, Mayor

ATTEST:

\_\_\_\_\_  
JAMES H. DEMMING, City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, City Attorney

**2006  
DELINQUENT PROPERTY  
TAX WRITE-OFF  
6/30/17**

LOCATION ID#	PREVIOUS ASSESSMENT	REVISED ASSESSMENT	INCREASE (DECREASE) ASSESSMENT	PREVIOUS TAX	REVISED TAX	INCREASE (DECREASE) TAX	CLASSIFICATION
17549	0.00	0.00	0.00	3,902.00	0.00	(3,902.00)	CODE
77461	0.00	0.00	0.00	2,980.50	0.00	(2,980.50)	CODE
47155	42,720.00	0.00	(42,720.00)	965.47	0.00	(965.47)	OBS
52229	29,360.00	0.00	(29,360.00)	663.54	0.00	(663.54)	OBS
69363	4,360.00	0.00	(4,360.00)	98.54	0.00	(98.54)	OBS
71049	2,960.00	0.00	(2,960.00)	66.90	0.00	(66.90)	OBS
79287	63,280.00	0.00	(63,280.00)	1,430.13	0.00	(1,430.13)	OBS
1243	8,525.00	0.00	(8,525.00)	192.67	0.00	(192.67)	OOS
1447	16,350.00	0.00	(16,350.00)	369.51	0.00	(369.51)	OOS
1495	1,650.00	0.00	(1,650.00)	37.29	0.00	(37.29)	OOS
3483	17,225.00	0.00	(17,225.00)	389.29	0.00	(389.29)	OOS
9295	8,400.00	0.00	(8,400.00)	189.84	0.00	(189.84)	OOS
9493	10,125.00	0.00	(10,125.00)	228.83	0.00	(228.83)	OOS
11505	1,025.00	0.00	(1,025.00)	23.17	0.00	(23.17)	OOS
11565	14,050.00	0.00	(14,050.00)	317.53	0.00	(317.53)	OOS
14163	9,525.00	0.00	(9,525.00)	215.27	0.00	(215.27)	OOS
14179	4,225.00	0.00	(4,225.00)	95.49	0.00	(95.49)	OOS
39443	12,575.00	0.00	(12,575.00)	284.20	0.00	(284.20)	OOS
46351	16,850.00	0.00	(16,850.00)	380.81	0.00	(380.81)	OOS
47503	800.00	0.00	(800.00)	18.08	0.00	(18.08)	OOS
51259	6,100.00	0.00	(6,100.00)	137.88	0.00	(137.88)	OOS
51261	1,275.00	0.00	(1,275.00)	28.82	0.00	(28.82)	OOS
51313	6,725.00	0.00	(6,725.00)	151.99	0.00	(151.99)	OOS
51453	9,475.00	0.00	(9,475.00)	214.14	0.00	(214.14)	OOS
54047	950.00	0.00	(950.00)	21.47	0.00	(21.47)	OOS
54297	3,500.00	0.00	(3,500.00)	79.10	0.00	(79.10)	OOS
58899	1,800.00	0.00	(1,800.00)	40.68	0.00	(40.68)	OOS
58893	900.00	0.00	(900.00)	20.34	0.00	(20.34)	OOS
58899	1,000.00	0.00	(1,000.00)	22.60	0.00	(22.60)	OOS
58939	2,100.00	0.00	(2,100.00)	47.46	0.00	(47.46)	OOS
58947	225.00	0.00	(225.00)	5.09	0.00	(5.09)	OOS
58951	225.00	0.00	(225.00)	5.09	0.00	(5.09)	OOS
58953	1,125.00	0.00	(1,125.00)	25.43	0.00	(25.43)	OOS
59073	2,400.00	0.00	(2,400.00)	54.24	0.00	(54.24)	OOS
59315	2,825.00	0.00	(2,825.00)	63.85	0.00	(63.85)	OOS
59369	1,525.00	0.00	(1,525.00)	34.47	0.00	(34.47)	OOS
59509	5,025.00	0.00	(5,025.00)	113.57	0.00	(113.57)	OOS
60113	625.00	0.00	(625.00)	14.13	0.00	(14.13)	OOS
60949	350.00	0.00	(350.00)	7.91	0.00	(7.91)	OOS
60971	1,475.00	0.00	(1,475.00)	33.34	0.00	(33.34)	OOS
61021	8,775.00	0.00	(8,775.00)	198.32	0.00	(198.32)	OOS
61219	825.00	0.00	(825.00)	18.65	0.00	(18.65)	OOS
62049	1,250.00	0.00	(1,250.00)	28.25	0.00	(28.25)	OOS
66979	475.00	0.00	(475.00)	10.74	0.00	(10.74)	OOS
72783	1,325.00	0.00	(1,325.00)	29.95	0.00	(29.95)	OOS
72795	225.00	0.00	(225.00)	5.09	0.00	(5.09)	OOS
73187	24,775.00	0.00	(24,775.00)	559.92	0.00	(559.92)	OOS
73231	6,350.00	0.00	(6,350.00)	143.51	0.00	(143.51)	OOS
74023	1,100.00	0.00	(1,100.00)	24.86	0.00	(24.86)	OOS
74485	100.00	0.00	(100.00)	2.26	0.00	(2.26)	OOS
76947	5,925.00	0.00	(5,925.00)	133.91	0.00	(133.91)	OOS
77511	1,350.00	0.00	(1,350.00)	30.51	0.00	(30.51)	OOS
77881	2,375.00	0.00	(2,375.00)	53.68	0.00	(53.68)	OOS
78431	1,825.00	0.00	(1,825.00)	41.25	0.00	(41.25)	OOS
92361	9,375.00	0.00	(9,375.00)	211.88	0.00	(211.88)	OOS
138007	450.00	0.00	(450.00)	10.17	0.00	(10.17)	OOS
138009	450.00	0.00	(450.00)	10.17	0.00	(10.17)	OOS
142425	375.00	0.00	(375.00)	8.48	0.00	(8.48)	OOS
159659	4,575.00	0.00	(4,575.00)	103.40	0.00	(103.40)	OOS
159661	1,500.00	0.00	(1,500.00)	33.90	0.00	(33.90)	OOS
159663	1,350.00	0.00	(1,350.00)	30.51	0.00	(30.51)	OOS
159671	1,675.00	0.00	(1,675.00)	37.86	0.00	(37.86)	OOS
161987	550.00	0.00	(550.00)	12.43	0.00	(12.43)	OOS
154751	7,974.00	0.00	(7,974.00)	180.21	0.00	(180.21)	PPH
159277	5,577.00	0.00	(5,577.00)	126.04	0.00	(126.04)	PPH
159283	586.00	0.00	(586.00)	13.24	0.00	(13.24)	PPH
146267	74,179.00	0.00	(74,179.00)	1,676.45	0.00	(1,676.45)	PPS
156245	1,218.00	0.00	(1,218.00)	27.53	0.00	(27.53)	PPS
157069	24,686.00	0.00	(24,686.00)	557.90	0.00	(557.90)	PPS
157237	32,608.00	0.00	(32,608.00)	736.94	0.00	(736.94)	PPS
157551	7,324.00	0.00	(7,324.00)	165.52	0.00	(165.52)	PPS
157645	7,722.00	0.00	(7,722.00)	174.52	0.00	(174.52)	PPS
157719	1,831.00	0.00	(1,831.00)	41.38	0.00	(41.38)	PPS
158693	8,750.00	0.00	(8,750.00)	197.75	0.00	(197.75)	PPS
159793	5,859.00	0.00	(5,859.00)	132.41	0.00	(132.41)	PPS
159931	5,496.00	0.00	(5,496.00)	124.21	0.00	(124.21)	PPS
163001	14,649.00	0.00	(14,649.00)	331.07	0.00	(331.07)	PPS
148303	741,710.00	0.00	(741,710.00)	670.51	0.00	(670.51)	*** PSS
161937	50,000.00	0.00	(50,000.00)	1,130.00	0.00	(1,130.00)	PSS
Total	1,380,774.00	0.00	(1,380,774.00)	21,996.02	0.00	(21,996.02)	
Commercial	142,680.00	0.00	(142,680.00)	3,224.58	0.00	(3,224.58)	
Comm/Pers	198,459.00	0.00	(198,459.00)	4,485.17	0.00	(4,485.17)	
Industrial	0.00	0.00	0.00	0.00	0.00	0.00	
Pub Utilities	791,710.00	0.00	(791,710.00)	1,800.51	0.00	(1,800.51)	
Code Enforcement	0.00	0.00	0.00	6,882.50	0.00	(6,882.50)	
Residential	247,925.00	0.00	(247,925.00)	5,603.26	0.00	(5,603.26)	
Total	1,380,774.00	0.00	(1,380,774.00)	21,996.02	0.00	(21,996.02)	

**21,996.02**

\*Location #148303 had partial payment on 03/01/07 of \$16,762.65 leaving balance of \$670.51 BASE TAX on account.



## AGENDA ACTION FORM

### Condemn Easements and Right-of-Ways for Colonial Heights Sanitary Sewer Project

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

Action Form No.: AF-196-2017  
 Work Session: July 5, 2017  
 First Reading: N/A

Final Adoption: July 5, 2017  
 Staff Work By: R. Trent  
 Presentation By: M. Billingsley

#### Recommendation:

Approve the Resolution.

#### Executive Summary:

In order to continue with the construction of Phase 5 of the Colonial Heights Sanitary Sewer Extension Project, the attached Resolution has been prepared authorizing and directing the city attorney to institute condemnation proceedings to acquire property that cannot be voluntarily secured from the property owners.

#### Attachments:

1. Resolution
2. Ordinance #6646
3. Project Location Map

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

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

A RESOLUTION TO AUTHORIZE CONDEMNATION  
PROCEEDINGS FOR PHASE 5 OF THE COLONIAL  
HEIGHTS SANITARY SEWER EXTENSION PROJECT

WHEREAS, the Board of Mayor and Aldermen of the City of Kingsport, Tennessee, has accorded completion of Phase 5 of the Colonial Heights Sanitary Sewer Extension Project a priority; and

WHEREAS, the Board of Mayor and Aldermen of the City of Kingsport, Tennessee, by passage of Ordinance #6646 authorized and directed the city attorney of the City of Kingsport to institute condemnation proceedings upon direction by resolution of the Board of Mayor and Aldermen in the event that the necessary property cannot be voluntarily acquired; and

WHEREAS, the City of Kingsport, Tennessee has tendered to the owners of record its offer to purchase certain property in the Colonial Heights area situated in the 14<sup>th</sup> Civil District of Sullivan County, to-wit:

William & Kimberly Amburn Property – William & Kimberly Amburn  
Amanda Creech Property – Amanda Creech  
Rick & Becky Hill Property – Rick & Becky Hill  
Michael & Jayne Reeves Property – Michael & Jayne Reeves  
Gregory Haden Property – Gregory Haden

WHEREAS, since said owners have either rejected the offer to purchase by the City of Kingsport or have, to this date, not executed a deed, the Public Works Department has requested that the city attorney institute condemnation proceedings to acquire said property for the sanitary sewer extension project.

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

1. That the recommendation of the Public Works Department to initiate condemnation proceedings to secure the referenced property is well taken and is hereby approved.

2. Further, that the city attorney of the City of Kingsport, Tennessee, is hereby authorized to institute condemnation proceedings to acquire certain property located in the Colonial Heights area situated in the 14<sup>th</sup> Civil District of Sullivan County, to-wit:

William & Kimberly Amburn Property – William & Kimberly Amburn  
Amanda Creech Property – Amanda Creech  
Rick & Becky Hill Property – Rick & Becky Hill  
Michael & Jayne Reeves Property – Michael & Jayne Reeves  
Gregory Haden Property – Gregory Haden

ADOPTED this the 5<sup>th</sup> day of July, 2017.

\_\_\_\_\_  
JOHN CLARK, Mayor

ATTEST:

\_\_\_\_\_  
JAMES H. DEMMING, City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, City Attorney

## **ORDINANCE NO. 6646**

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

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

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

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

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

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

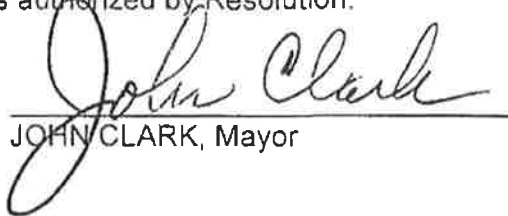
Now therefore,

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


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

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

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

  
JOHN CLARK, Mayor

ATTEST:

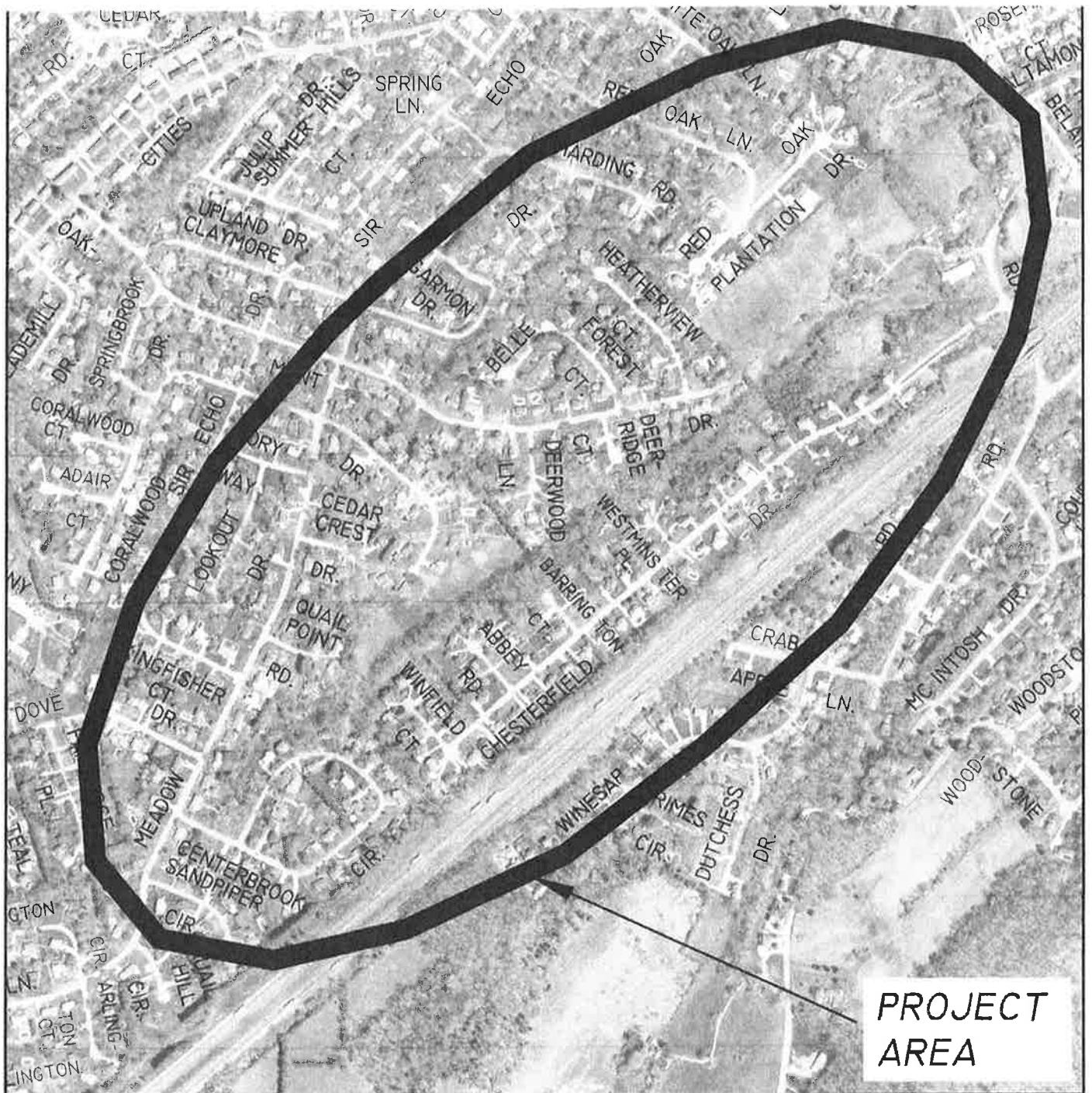
  
ANGELA MARSHALL  
Deputy City Recorder

APPROVED AS TO FORM:

  
J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: February 7, 2017

PASSED ON 2ND READING: February 21, 2017



PROPOSED SANITARY SEWER FACILITIES  
COLONIAL HEIGHTS PHASE V

FIGURE 1 - LOCATION MAP





## AGENDA ACTION FORM

### Approval of Participating Institutions to Offer Higher Education Programs / Courses in the Kingsport Center for Higher Education and Approval for Northeast State Community College to Enter into Sub-lease Agreements with Participating Institutions

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

Action Form No.: AF-194-2015  
 Work Session: July 5, 2017  
 First Reading: N/A

Final Adoption: July 5, 2017  
 Staff Work By: McCartt  
 Presentation By: McCartt

**Recommendation:** Approve the Resolution.

#### **Executive Summary:**

The Kingsport Center for Higher Education has five higher education institutions offering programs. They include Northeast State Community College (NeSCC) who manages the facility on behalf of the City, East Tennessee State University, King College, Lincoln Memorial University, and Milligan College. The agreement attached provides the outline for the method by which educational services are provided at the Kingsport Center for Higher Education for the upcoming year.

The sub-lease agreement attached will be between NeSCC and the other higher education institutions and outline the parameters for space utilization. These agreements must be approved by the BMA to allow NeSCC to sublease space pursuant to the lease agreement for the KCHE between the city and NeSCC. The sublease agreement is a zero dollar lease agreement and outlines out space allocated to each institution.

The Agreement allowing participating institutions to offer Higher Education programs/ courses in the KCHE along with the NeSCC space utilization agreements have been reviewed by the Kingsport Higher Education Commission members, appointed by the BMA. Each participating institution will pay a \$50,000 annual fee to NeSCC and be eligible to provide programs approved by the Commission. The agreement is the same as the agreement from last year. These agreements will be in effect for a one year period.

#### **Attachments:**

1. Resolution
2. Agreement
3. Sub-lease

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

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

A RESOLUTION APPROVING AGREEMENTS WITH EAST TENNESSEE STATE UNIVERSITY, KING UNIVERSITY, LINCOLN MEMORIAL UNIVERSITY AND MILLIGAN COLLEGE PROVIDING CLASSES AT THE KINGSPORT CENTER FOR HIGHER EDUCATION; APPROVING SUBLEASES TO SAID ENTITIES BY NORTHEAST STATE COMMUNITY COLLEGE; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENTS AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENTS OR THIS RESOLUTION

WHEREAS, East Tennessee State University, Northeast State Community College, King University, Lincoln Memorial University, and Milligan College offer programs at the Kingsport Center for Higher Education; and

WHEREAS, agreements are needed with East Tennessee State University, King University, Lincoln Memorial University and Milligan College to offer educational services at the Kingsport Center for Higher Education for the upcoming school year;

Now therefore,

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

SECTION I. That agreements with each of the following: East Tennessee State University; King University; Lincoln Memorial University and Milligan College for educational services at the Kingsport Center for Higher Education is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, agreements with East Tennessee State University, King University, Lincoln Memorial University and Milligan College for educational services at the Kingsport Center for Higher Education, 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 generally as follows:

Agreement between City of Kingsport  
And [NAME OF INSTITUTION]

This Agreement shall be in effect from July 1, 2017 through June 30, 2018 for a one year time period and is made between the City of Kingsport, Tennessee, herein City, and [NAME OF INSTITUTION]; WHEREAS, the Institution, may offer programs in the Kingsport Center for Higher Education; and WHEREAS, the purpose of this Agreement is to outline the basic method by which the institution can provide educational services at the Kingsport Center for Higher Education for the upcoming year; and WHEREAS, the Institution recognizes that it will have to enter into one or more agreements with Northeast State Community College to provide educational services at the Kingsport Center for Higher Education; and WHEREAS, the Institution will also comply with the requirements contained herein to provide educational services at the Kingsport Center for Higher Education; and NOW, THEREFORE, in consideration of the mutual promises contained herein the City and the Institution agree as follows:

**Section 1.** The Institution shall provide educational services at the Kingsport Center for Higher Education in accordance with the provisions of this Agreement.

**Section 2.** Northeast State Community College (herein NeSCC) shall have the exclusive right to offer all lower division and associate level programs and courses in the Kingsport Center for Higher Education. NeSCC may allow another educational institution to offer a lower division or associate level course or program in the Kingsport Center for Higher Education. Such consent shall not be withheld if NeSCC cannot or will not offer the course or program at issue. The Commission shall give NeSCC written notice of any lower division or associate level course or program that it proposes to bring to the Kingsport Center for Higher Education. Within ninety (90) day of receipt of such notice, NeSCC shall advise the Commission, in writing, of its intent to provide the course or program or its consent for another institution to provide said course or program. If NeSCC exercises its right to offer the course or program, it has twelve (12) months from the date of its response within which to establish the course or program. If NeSCC consents to allow another provider to offer the course or program, it retains the right to offer the course or program in the future. If NeSCC chooses to exercise this option, it must give the Commission one academic year's written notice of its intent to offer the course or program in question.

**Section 3.** All programs proposed to be offered by Institution, not otherwise approved pursuant to Section 1, must be approved by the Kingsport Commission on Higher Education and must be designed to enable a student to obtain a baccalaureate or graduate degree in Kingsport. The Institution must provide all coursework for the degree program offered either (1) at the Kingsport Center for Higher Education; (2) elsewhere within the city limits of Kingsport; or (3) in combination at the Kingsport Center for Higher Education or within the city limits and online. The Commission may make an exception on a case by case basis.

**Section 4.** The programs listed in Exhibit A are what have been approved by the Kingsport Higher Education Commission for the upcoming year (July 1, 2017 – June 30, 2018). Any additional programs offerings from a Participating Institution must come before the Kingsport Higher Education Commission for approval prior to advertising and/ or offering the program offerings.

**Section 5.** Except as provided in Section 1 coursework offered by Institution must be at the junior, senior or graduate level. The fee to offer programs at the Kingsport Center for Higher Education for the upcoming year is Fifty Thousand Dollars (\$50,000) payable in full to NeSCC upon receipt of invoice.

**Section 6.** Before a program can be approved by the Kingsport Commission on Higher Education articulation agreements between NeSCC and the Institution must be developed and executed for each academic degree program offered.

**Section 7.** The Institution shall enter into a sub-lease agreement with NeSCC and have use of one secure office, assigned by NeSCC on the first floor of the Kingsport Center for Higher Education, along with designated common areas.

**Section 8.** The Institution shall be provided classroom space in the Kingsport Center for Higher Education, as assigned by NeSCC.

**Section 9.** The Institution shall be assigned space on the outside of the Kingsport Center for Higher Education to display one institutional banner.

**Section 10.** The participating institution is expected to and shall:

- a. Maintain its own identity;
- b. Operate within its own governance and administrative framework;
- c. Serve as its own fiscal agent;
- d. Provide its own on-site management;
- e. Undertake its own marketing.

**Section 11.** This agreement is governed by and construed in accordance with the laws of the State of Tennessee, yet nothing herein shall be construed to conflict with the lease agreement between the City of Kingsport and the State of Tennessee for the Kingsport Center for Higher Education, and if there is any conflict, the language of the lease shall control.

[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 sublease agreements, subleasing a portion of the Kingsport Higher Education Center to East Tennessee State University, King University, Lincoln Memorial

University and Milligan College by Northeast State Community College to enable such entities to provide the programs set out in the various agreements with the City of Kingsport at the Kingsport Center for Higher Education is approved, and the mayor or in his absence, incapacity, or failure to act, the vice-mayor, are authorized and directed to execute, in a form approved by the city attorney, all documents necessary and proper and to take such acts as necessary, to effectuate the purpose of this resolution.

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

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

ADOPTED this the 5th day of July, 2017.

\_\_\_\_\_  
JOHN CLARK, MAYOR

ATTEST:

\_\_\_\_\_  
JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, CITY ATTORNEY

Agreement  
Between  
City of Kingsport  
And  
(Institution)

This Agreement shall be in effect from July 1, 2017 through June 30, 2018 for a one year time period and is made between the City of Kingsport, Tennessee, herein City, and \_\_\_\_\_.

WHEREAS, the Institution, may offer programs in the Kingsport Center for Higher Education; and

WHEREAS, the purpose of this Agreement is to outline the basic method by which the institution can provide educational services at the Kingsport Center for Higher Education for the upcoming year; and

WHEREAS, the Institution recognizes that it will have to enter into one or more agreements with Northeast State Community College to provide educational services at the Kingsport Center for Higher Education; and

WHEREAS, the Institution will also comply with the requirements contained herein to provide educational services at the Kingsport Center for Higher Education; and

NOW, THEREFORE, in consideration of the mutual promises contained herein the City and the Institution agree as follows:

**Section 1.** The Institution shall provide educational services at the Kingsport Center for Higher Education in accordance with the provisions of this Agreement.

**Section 2.** Northeast State Community College (herein NeSCC) shall have the exclusive right to offer all lower division and associate level programs and courses in the Kingsport Center for Higher Education. NeSCC may allow another educational institution to offer a lower division or associate level course or program in the Kingsport Center for Higher Education. Such consent shall not be withheld if NeSCC cannot or will not offer the course or program at issue. The Commission shall give NeSCC written notice of any lower division or associate level course or program that it proposes to bring to the Kingsport Center for Higher Education. Within ninety (90) days of receipt of such notice, NeSCC shall advise the Commission, in writing, of its intent to provide the course or program or its consent for another institution to provide said course or program. If NeSCC exercises its right to offer the course or program, it has twelve (12) months from the date of its response within which to establish the course or program. If NeSCC consents to allow another provider to offer the course or program, it retains the right to offer the course or program in the future. If NeSCC chooses to exercise this option, it must give the Commission one academic year's written notice of its intent to offer the course or program in question.

**Section 3.** All programs proposed to be offered by Institution, not otherwise approved pursuant to Section 1, must be approved by the Kingsport Commission on

Higher Education and must be designed to enable a student to obtain a baccalaureate or graduate degree in Kingsport. The Institution must provide all coursework for the degree program offered either (1) at the Kingsport Center for Higher Education; (2) elsewhere within the city limits of Kingsport; or (3) in combination at the Kingsport Center for Higher Education or within the city limits and online. The Commission may make an exception on a case by case basis.

**Section 4.** At its discretion, and upon approval by the Kingsport Higher Education Commission, the Institution may offer any upper division level program (junior, senior or graduate level). The Kingsport Higher Education Commission will not deny a program based upon the fact that a similar program is being offered by another member institution. New programs shall be submitted in writing to the Kingsport Higher Education Commission prior to each semester, and before advertising.

**Section 5.** Except as provided in Section 2 coursework offered by Institution must be at the junior, senior or graduate level. The fee to offer programs at the Kingsport Center for Higher Education for the upcoming year is Fifty Thousand Dollars (\$50,000) payable in full to NeSCC upon receipt of invoice.

**Section 6.** Before a program can be offered, the appropriate articulation agreements between NeSCC and the Institution must be developed and executed for each academic degree program offered.

**Section 7.** The Institution shall enter into a sub-lease agreement with NeSCC and have use of one secure office, assigned by NeSCC on the first floor of the Kingsport Center for Higher Education, along with designated common areas.

**Section 8.** The Institution shall be provided classroom space in the Kingsport Center for Higher Education, as assigned by NeSCC.

**Section 9.** The Institution shall be assigned space on the outside of the Kingsport Center for Higher Education to display one institutional banner.

**Section 10.** The participating institution is expected to and shall:

- Maintain its own identity;
- Operate within its own governance and administrative framework;
- Serve as its own fiscal agent;
- Provide its own on-site management;
- Undertake its own marketing.

**Section 11.** This agreement is governed by and construed in accordance with the laws of the State of Tennessee, yet nothing herein shall be construed to conflict with the lease agreement between the City of Kingsport and the State of Tennessee for the Kingsport Center for Higher Education, and if there is any conflict, the language of the lease shall control.

CITY OF KINGSPORT

INSTITUTION

---

John Clark, Mayor

ATTEST:

---

James H. Demming, City Recorder

APPROVE AS TO FORM:

---

J. Michael Billingsley, City Attorney

This Instrument Prepared By:



Northeast State Community College  
Office of the Chief Financial Officer  
2425 Highway 75 - P. O. Box 246  
Blountville, TN 37617

This Lease, entered into as of this \_\_\_\_\_ day of \_\_\_\_\_,  
made by and between

Lincoln Memorial University,  
hereinafter called the Lessee, and  
**the State of Tennessee, on behalf of**  
Northeast State Community College,  
hereinafter called the State.

---

**WITNESSETH:**

1. **LOCATION:** The State hereby leases unto the Lessee those certain premises with the appurtenances situated in the

County of	<b>Sullivan</b>	, City of	<b>Kingsport</b>	, located at	<b>300 West Market St.</b>
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2. **DESCRIPTION:** The premises above are more particularly described as follows:

**Office number KC303 (125 square feet)**

**Office number KC304 (121 square feet)**

**(Total of 246 sq feet x \$7 sq/ft = \$1,722 plus 4 phones @ \$45/mo ea. = \$3,882.00)**

3. **USE:** The above described premises will be used by the Lessee for the purpose of conducting classes/labs/office space and for no other purpose whatsoever. In using the premises, the Lessee shall comply with all applicable federal, state, and local laws and rules and regulations, as well as the applicable policies of the Tennessee Board of Regents.



4. **TERM:** The term of this lease shall commence on July 1, 2017 and shall end on June 30, 2018 with such rights of termination as are hereinafter set forth. If the date of occupancy is other than the commencement date, then the rental period shall begin with the date of occupancy, provided that the rental period shall begin no later than thirty (30) days after the space is made available to the Lessee in accordance with the conditions of this lease.

5. **RENTAL:** The Lessee agrees to pay to the State as rent for said premises the sum of: Annual rent of \$3,882.00  
Rental shall be payable in advance to State at the address specified in Paragraph 8, or to such other address as the State may designate by a notice in writing.

6. **TERMINATION:**

- a) **FOR CONVENIENCE:** State may terminate this lease at any time effective on or after the date shown below for "State Earliest Termination" by giving written notice to the Lessee at least the number of days shown below for "State Advance Notice Required" prior to the date when such termination becomes effective. Lessee may terminate this lease at any time effective on or after the date shown below for "Lessee Earliest Termination Date" by giving written notice to the State at least the number of days shown below for "Lessee Advance Notice Required" prior to the date when such termination becomes effective.

State Earliest Termination Date	State Advance Notice Required	Lessee Earliest Termination Date	Lessee Advance Notice Required
	<b>30 days</b>		<b>30 days</b>

- b) **FOR CAUSE:** The State may in its sole discretion immediately terminate this lease and re-enter and take possession of premises at any time for any of the following causes:
- (1) Failure to disclose any conflict or potential conflict of interest existing at the date of this lease or hereafter created; and
  - (2) Any other breach of the terms of this lease by Lessee which is not adequately remedied within twenty (20) days of the mailing of written notices thereof to Lessee.

7. **ABANDONMENT:** Lessee must notify State in writing of any planned absence from premises in excess of the number of consecutive days shown below for "Maximum Abandonment". If Lessee is absent from the premises in excess of the number of consecutive days shown below for "Maximum Abandonment" without notifying the State, the State may treat the premises as abandoned and shall have the right to terminate the lease, re-enter and take the premises, and take possession of contents located in the premises at the time of termination. The State shall hold said contents for the benefit of the Lessee for an additional number of days shown below for "Minimum Contents Hold"; after which, if Lessee has not claimed said contents, the State may sell said contents and apply the proceeds of the sale to any amounts due and owing to the State by Lessee.

Maximum Abandonment: <b>90 days</b>	Minimum Contents Hold: <b>90 days</b>
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8. **NOTICES:** All Notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed as follows:

To the     **Mary Anne Modrcin**  
Lessee at: **Lincoln Memorial University**  
            **6965 Cumberland Gap Parkway**  
            **Harrogate, TN 37552**

To the     **Janice H. Gilliam, Ed.D.**  
State at: **Northeast State Community College**  
            **P.O. Box 246 – 2425 Hwy. 75**  
            **Blountville, TN 37617-0246**

9. **ASSIGNMENT AND SUBLETTING:** The Lessee shall not assign or sublet all or any part of the leased premises without the written consent of the State.
10. **INSPECTION:** Lessee warrants and represents that, prior to execution of this Lease, it has inspected the premises and determined that it is safe and suitable for the uses of Lessee under this Lease. During the term of the Lease, it is the responsibility of Lessee to immediately report to the State any defects or unsafe conditions that it finds on the Premises. The State reserves the right to enter and inspect the leased premises, at reasonable times, and to render services and make any necessary repairs to the premises.
11. **ALTERATIONS:** Lessee shall make no changes or alterations in the building(s) located on the premises without written consent of the State. If alterations are made, except as otherwise agreed upon in writing, the Lessee will, at its own expense, upon the expiration of the term hereby created or extension thereof or upon termination of the lease for any reason, restore the building to the identical conditions as when entered upon the lease.
12. **SURRENDER OF POSSESSION:** Upon termination or expiration of this lease, the Lessee will peaceably surrender to the State the leased premises in as good order and condition as when received, reasonable use and wear thereof excepted. Upon termination, the State may recover from Lessee an amount equal to the value of any damage to the premises beyond reasonable wear and tear.
13. **QUIET POSSESSION:** State agrees that Lessor shall at all times during the existence of this lease peaceably and quietly have, hold and enjoy the leased premises, without suit, trouble or hindrance from the Lessor, or any person claiming under the State, provided that Lessee is in compliance with its obligations and keeps and performs the covenants contained herein.
14. **REPAIR AND MAINTENANCE:** During the lease term, State shall maintain the premises in good repair and tenantable condition, including elevator (if any), plumbing, heating, electrical, air conditioning and ventilating equipment and fixtures, periodic painting, furnishing and replacing electrical light bulbs, fluorescent tubes, ballasts and starters, and air conditioning and ventilating equipment filters, to the end that all such facilities are kept in good operating condition except in case of damage arising from a willful or negligent act of the Lessee's agent, invitee, or employee.
15. **DESTRUCTION:**
- a) If the leased premises are totally destroyed by fire or other casualty, this lease shall terminate. If such casualty shall render ten (10) percent or less of the floor space of the leased premises unusable for the purpose intended, State shall effect restoration of the premises as quickly as is reasonably possible. In the event such casualty shall render more than ten (10) percent of such floor space unusable but not constitute total destruction, at its option, either party may terminate this lease.

- b) In the event of any such destruction other than total, where the lease has not been terminated as herein provided, the State shall diligently prosecute the repair of the premises.
- c) In the event the Lessee remains in possession of the premises though partially destroyed, the rental as herein provided shall be reduced by the same ratio as the net square feet the Lessee is precluded from occupying bears to the total net square feet in the leased premises. "Net square feet" shall mean actual inside dimensions.

16. **LIABILITY:** Lessee covenants and agrees to indemnify, protect, and save harmless the State against and from all claims, demands, damages, suits, or causes of action whatsoever asserted by any person, firm, or corporation arising out of or in any way connected with the use and occupancy of the leased premises by Lessee, and that Lessee will reimburse the State for all costs and expenses, including attorneys' fees, which may be incurred by the State in connection with any such claims, demands, causes of action, or suits. During the term of this lease, Lessee shall maintain general liability insurance covering its activities at the premises, including the occasional use of tiered classrooms and the auditorium, in the aggregate amount of at least three million dollars, with an endorsement naming the State as an additional insured. Lessee shall also maintain workers' compensation insurance in the amounts required by law, covering any of Lessee's faculty or staff that will be on the premises in the course and scope of their employment. Proof of all such insurance must be provided to the State before Lessee occupies the premises. Any claim alleging personal injury or property damage resulting from the negligence of the State, its employees or officials, shall be filed with the Claims Commission of the State of Tennessee for disposition in accordance with state law. Damages recoverable against the State shall be expressly limited to claims paid by the Commission.

17. **UTILITIES:** The State shall be responsible for furnishing the following utilities:  
**Electricity, natural gas, water, sewer, and internet accessibility**

Lessee shall be responsible for payment of all other utilities.

18. **TIME OF THE ESSENCE:** Time is of the essence of this lease, and the terms and provisions of this lease shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns to the respective parties hereto.

19. **HOLDING OVER:** In the event the Lessee remains in possession of the premises after the expiration of the lease term, or any extension thereof, this lease shall be automatically extended on a month to month basis, subject to thirty (30) days termination by either party, and otherwise on the terms and conditions herein specified, so far as applicable.

20. Prior to the execution of this lease, the special provisions which are described below and/or attached hereto and incorporated by reference were agreed upon.

- 1. An additional operational MOU will be developed and agreed upon when the use of lab space is required.
- 2. Printing and copying costs will be reported and related charges invoiced quarterly at or below local market rates.
- 3. Security and custodial services will be provided by the State.

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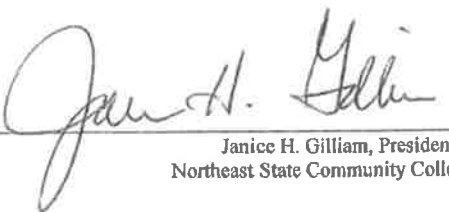
**IN WITNESS WHEREOF**, this lease has been executed by the parties hereto:

**LESSEE**

**Approved as to  
form and legality: N/A** \_\_\_\_\_  
Attorney General

**BY:** \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**STATE**

**BY:**  \_\_\_\_\_  
Janice H. Gilliam, President  
Northeast State Community College

**BY: N/A** \_\_\_\_\_  
Chancellor  
Tennessee Board of Regents

**BY: N/A** \_\_\_\_\_  
Commissioner  
Department of General Services