



AGENDA

BOARD OF MAYOR AND ALDERMEN WORK SESSION

**Monday, March 5, 2018, 4:30 p.m.
City Hall, 225 W. Center St., Council Room, 2nd Floor**

Board of Mayor and Aldermen

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

Alderman Betsy Cooper
Alderman Colette George
Alderman Tommy Olterman

Leadership Team

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

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

1. Call to Order
2. Roll Call
3. KEDB / NETWORKS Update – Bill Dudney and Clay Walker
4. Spring Paving Schedule – Ryan McReynolds
5. Review of Items on March 6, 2018 Business Meeting Agenda
6. Adjourn

Next Work Session, March 19: KCVB & Move to Kingsport Updates, Lynn View Community Center Update

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.

City of Kingsport

Project Status in Pictures



1 Dobyns-Bennett

Site work continues for the preparation of the foundation for the new building.

2 Pendragon Sidewalk

Grading and sub-grading placement for sidewalks from the traffic circle to club house is complete.

3 Lynn View Community Center

Ramps walls are complete/ The steps are currently being formed.

4 Reedy Creek Sewer Trunk Line

Sanitary sewer infrastructure installation continues near the old Fairway Ford property.

5 Borden Park Playground

Contractor has done partial installation during good weather breaks.

Status Updates on Active Projects sorted by Cost

Estimated Cost	Project Owner	Project Manager	Project Name	Project #	Completion Date	CurrentStatus
\$7,500,000.00	Ryan McReynolds	Thompson, Michael	SR 347 (Rock Springs Road) [State & MTPO funded]	No City Funds	12/31/2020	Per TDOT Field Survey was completed and turned over to Design week of 11/12/2017.
\$6,719,995.10	Chad Austin	Chad Austin	Reedy Creek Sewer Trunk Line	SW1706	5/21/2018	Crews have moved to the old Fairway Ford property. W Center St is now open. TDOT is requiring that traffic run on Center St for two months before the contractor can mill and pave the entire width.
\$6,600,000.00	Niki Ensor	Niki Ensor	Water & Wastewater Facilities SCADA/Telemetry Project	WA1700/ SW1700/ SW1603	4/1/2019	30% design drawings expected by 4/10/18.
\$4,400,000.00	Niki Ensor	Niki Ensor	WWTP Electrical Improvements	SW1800	9/1/2019	30% plans expected 3/14/18.
\$4,186,000.00	Chris McCartt	Melton, Dawn	New KATS Transit Center	GP1718	1/18/2019	Concrete footings are being placed.
\$3,867,000.00	Chad Austin	Hank Clabaugh	Border Regions Sewer Extensions		2/17/2020	Survey and design to begin in Spring 2018.
\$3,750,000.00	Niki Ensor	Niki Ensor	Chemical Feed Design	WA1403	4/1/2019	60% design complete.
\$3,740,000.00	Niki Ensor	Niki Ensor	West Kingsport Forcemain and Pump Station Improvements	SW1708	6/1/2019	Obtained 60% of easements. Continue to work with remaining property owners.
\$3,300,000.00	Michael Thompson	Thompson, Michael	Indian Trail Drive Extension	GP1615	6/30/2019	Still awaiting RPAI (East Stone Commons Owner) coordination with designer on access needs.
\$1,700,000.00	Michael Thompson	Thompson, Michael	Main Street Rebuild [City & MTPO Funded]	GP1516	4/1/2021	Designer continues work towards 40% design plans. Expected delivery is late February 2018.
\$1,688,507.50	Chad Austin	Pamela Gilmer	Pendragon Sidewalk & Water Improvement	WA1803/G P1830	9/18/2018	Sidewalk grading and stone base complete. Cloverdale and Brandonwood backflows passed. Lakewood installed.
\$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]	GP1725	8/31/2020	Preliminary Design underway. Current status is 50% of NEPA phase complete as of 1/25/2017
\$940,000.00	Kitty Frazier	Clabaugh, Hank	Kingsport Greenbelt - Eastern Extension - Phase 1 [Fed. Grant & City funded]	GP1529	11/1/2019	Additional Survey plats created and submitted to satisfy mortgage holder requirements to release liens.
\$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]	GP1623	12/8/2018	Value Engineering underway to meet funding availability.
\$619,720.46	Michael Thompson	Thompson, Michael	Signalization of the SR 126 (Memorial Blvd. at Island Road Intersection [State & MTPO Funded]	MPO15A	6/30/2018	Power & Cable companies have relocated their facilities. Telephone company still to relocate. Expected start for contractor is mid March.

Friday, March 02, 2018

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

Estimated Cost	Project Owner	Project Manager	Project Name	Project #	Completion Date	CurrentStatus
\$600,000.00	Kitty Frazier	Melton, Dawn	Riverbend Park	GP1512	11/23/2018	Public input meeting scheduled for 01-17-18
\$420,000.00	Rob Cole	Harris, David	Bays Mountain Dam Rehabilitation (2017-C28)	GP1711		Construction start date being determined, weather dependent
\$415,000.00	Chad Austin	Chris Alley	SR 93- Fall Branch section (TDOT)		12/31/2020	Project moved to 2019; "B Date" package due 9/26/2018; TDOT Letting Date: December 2018
\$352,000.00	Chad Austin	Chris Alley	SR 93- Horse Creek/Derby Drive Section (TDOT)		12/31/2021	Project moved to 2020; "B Date" package due 9/25/2019; TDOT Letting Date: December 2019
\$350,000.00	Chad Austin	Hank Clabaugh	Border Regions Area 3 Water Upgrades		8/28/2020	Water/Sewer has approved layout. Engineering Division finalizing construction documents for TDEC Review.
\$350,000.00	Rob Cole	Austin, Chad	Bays Mountain Septic System Upgrades	GP1704	4/20/2018	Plans to be submitted and reviewed the first week of March.
\$230,000.00	Helen Whitaker	Hickman, Mike	Library Colonnade Expansion	GP1807		Until funding is resolved the asbestos abatement permitting has been requested to start.
\$221,800.00	Tim Elsea	Elsea, Tim	Lynn Garden Signal System [MTPO & City funded]	MPO15C	10/31/2018	Opened bids on 2/14. Had two bidders. Staff will review bids and work with TDOT on concurrence to award to low bidder.
\$218,713.00	Chad Austin	Spud Myrick	Hunt Rd waterline extension	WA1805	3/30/2018	Line Installation Complete, area to be dressed up.
\$187,500.00		Melton, Dawn	Lynn View Community Center Site Improvements	GP1714		Ramp walls are complete. Forming steps this week.
\$117,889.67		Melton, Dawn	Borden Park Phase II - Playground	GP1700	3/15/2018	Contractor has done partial installation during good weather breaks.
\$79,583.00	Chad Austin	Dave Harris	Meade Tractor Sanitary Sewer Extension	SW1806	3/9/2018	Project is substantially complete.
\$50,000.00	Steve Robbins	David Edwards	Main St. & Sullivan St. System Upgrades			Coordination underway with KATS site contractor
\$9,400.00	Chad Austin	Jason Starnes	252 Good Road Waterline Extension			Plans to TDEC for Review.
		Steve Robbins	Bloomington Culvert Replacement			Design underway by consultant (Mattern & Craig)
	Chris McCartt	Clabaugh, Hank	Carousel Park		6/4/2018	Bid opening scheduled for March 6.

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AGENDA

BOARD OF MAYOR AND ALDERMEN

BUSINESS MEETING

**Tuesday, March 6, 2018, 7:00 p.m.
City Hall, 225 W. Center St., Courtroom, 2nd Floor**

Board of Mayor and Aldermen

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

Alderman Betsy Cooper
Alderman Colette George
Alderman Tommy Olterman

City Administration

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

I. CALL TO ORDER

II.A. PLEDGE OF ALLEGIANCE TO THE FLAG

II.B. INVOCATION – Stan Leonard, Mustard Seed Ministries Director

III. ROLL CALL

IV.A. RECOGNITIONS & PRESENTATIONS

1. Parks and Recreation Awards

IV.B. APPOINTMENTS

1. Reappointment to the Construction Board of Adjustments and Appeals (AF: 33-2018) (Mayor Clark)
 - Reappointment

V. APPROVAL OF MINUTES

1. Work Session – February 19, 2018
2. Business Meeting – February 20, 2018

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. Budget Adjustment Ordinance for FY18 (AF: 34-2018) (Jeff Fleming)
 - Ordinance – First Reading

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION

1. Amend the FY 2018 the General Purpose School Fund and the General Project Fund Budget (AF: 23-2018) (David Frye)
 - Ordinance – **Second Reading and Final Adoption**

D. OTHER BUSINESS

1. Accept a Donation of Woodshop Equipment to the Senior Center (AF: 30-2018) (Shirley Buchanan, Chris McCartt)
 - Resolution
2. Awarding the Bid for Mowing & Trimming Services (AF: 35-2018) (Ryan McReynolds)
 - Resolution
3. Apply for Local Parks and Recreation Fund Grant through the State of Tennessee Department of Environment and Conservation (AF: 22-2018) (Chris McCartt)
 - Resolution
4. Authorizing the Mayor to Execute a Memorandum of Understanding and to Enter into a Lease Agreement for 118 Shelby Street with Engage Kingsport for the Purpose of Establishing a Product Creation Center (AF: 36-2018) (Chris McCartt)
 - Resolution

5. Award the Bid for Dobyns-Bennett High School Track Upgrades to Baseline Sports Construction, LLC (AF: 37-2018) (David Frye)
 - Resolution

VII. CONSENT AGENDA

1. Approve the Area Agency on Aging and Disability Grant for FY18-19 (AF: 31-2018) (Shirley Buchanan, 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



AGENDA ACTION FORM

Reappointment to the Construction Board of Adjustments and Appeals

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

Action Form No.: AF-33-2018
 Work Session: March 5, 2018
 First Reading: N/A

Final Adoption: March 6, 2018
 Staff Work By: Dee Morgan
 Presentation By: Mayor Clark

Recommendation:

Approve reappointment.

Executive Summary:

It is recommended to reappoint Hiram Rash, Cain Rash West Architects, to the Construction Board of Adjustments and Appeals.

If approved by the Board of Mayor and Aldermen, this reappointment will be for a three-year term effective immediately and will expire February 28, 2021.

Attachments:

None

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

Minutes of the Regular Work Session of the
Board of Mayor and Aldermen, City of Kingsport, Tennessee
Monday, February 19, 2018, 4:30 PM
Council Room – City Hall

PRESENT: Board of Mayor and Aldermen

Mayor John Clark

Vice-Mayor Mike McIntire

Alderman Jennifer Adler

Alderman Joe Begley

Alderman Betsy Cooper

Alderman Colette George

Alderman Tommy Olterman

City Administration

Jeff Fleming, City Manager

Joseph E. May, Interim City Attorney

James H. Demming, City Recorder/Chief Financial Officer

1. **CALL TO ORDER:** 4:30 p.m. by Mayor Clark.
2. **ROLL CALL:** By Deputy City Recorder Marshall.
3. **REGIONS UPDATE.** City Manager Fleming first gave a brief history on the building. Assistant City Manager for Operations Ryan McReynolds then gave a presentation on the plans and funding strategy to relocate city services to this building. There was considerable discussion but the general consensus was to move forward with the project.
4. **PROJECTS STATUS.** City Manager Fleming presented this item, pointing out that the bid opening for Carousel Park will be on March 6.
5. **REVIEW OF AGENDA ITEMS ON THE FEBRUARY 20, 2018 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.

IV.D.2 Bid Award for the Landscape Maintenance Services (AF: 20-2018). City Manager Fleming stated that all of the recent beautification efforts made throughout the city now need to be maintained.

IV.D.4 Acquisition of a Portion of Property and Temporary Construction Easements for the Indian Trail Drive Extension Project (AF: 29-2018). There was discussion on other options that may be available through KEDB. This item was pulled from the agenda tomorrow night.

IV.D.7 Amend Existing Agreement with NextSite, LLC to Provide Research, Marketing and Professional Consulting Services Related to National Restaurant and Retail Recruitment for the City of Kingsport (AF: 26-2018). Development Services Director Lynn Tully gave details on this item and the recruiting methods used by this company. The board requested a representative attend a future work session to make a report.

**Minutes of the Regular Work Session of the Board of Mayor and Aldermen of
Kingsport, Tennessee, Monday, February 19, 2018**

Ms. Jeannie Bourne commented on the positive spirit of the board discussion today and the City of Kingsport in general.

6. ADJOURN. Seeing no other matters presented for discussion at this work session, Mayor Clark adjourned the meeting at 6:06 p.m.

ANGELA MARSHALL
Deputy City Recorder

JOHN CLARK
Mayor

Minutes of the Regular Business Meeting of the
Board of Mayor and Aldermen of the City of Kingsport, Tennessee
Tuesday, February 20, 2018, 7:00 PM
Large Court Room – City Hall

PRESENT:

Board of Mayor and Aldermen

Mayor John Clark, Presiding

Vice Mayor Mike McIntire

Alderman Jennifer Adler

Alderman Joe Begley

Alderman Betsy Cooper

Alderman Colette George

Alderman Tommy Olterman

City Administration

Jeff Fleming, City Manager

Joseph E. May, Interim 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:** Susan LaGuardia and Wally Boyd.
- II.B. **INVOCATION:** Pastor Ed Clevinger, Grace Covenant Church.
- III. **ROLL CALL:** By City Recorder Demming. All Present.
- IV.A. **RECOGNITIONS AND PRESENTATIONS.**
 - 1. Distinguished Budget Presentations Award (Vice Mayor McIntire).
 - 2. Regions Update - Ryan McReynolds.
 - 3. Proclamation - March as Opioid Awareness Month (Mayor Clark).
- IV.B. **APPOINTMENTS/REAPPOINTMENTS.** None.
- V. **APPROVAL OF MINUTES.**

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

A. February 5, 2018 Regular Work Session

B. February 6, 2018 Regular Business Meeting

Approved: All present voting “aye.”

VI. **COMMUNITY INTEREST ITEMS.**

A. **PUBLIC HEARINGS.** None.

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

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, February 20, 2018**

B. BUSINESS MATTERS REQUIRING FIRST READING.

1. Amend the FY18 General Purpose School Fund and the General Project Fund Budget (AF: 23-2018) (David Frye).

Motion/Second: Cooper/George, to pass:

AN ORDINANCE TO AMEND THE GENERAL PURPOSE SCHOOL FUND AND THE GENERAL PROJECTS FUND BUDGETS FOR THE FISCAL YEAR ENDING JUNE 30, 2018; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION.

1. Amend the FY18 General Project Fund Budget (AF: 16-2018) (Sid Cox).

Motion/Second: McIntire/Adler, to pass:

ORDINANCE NO. 6713, AN ORDINANCE TO AMEND GENERAL PROJECT FUND BUDGET FOR THE YEAR ENDING JUNE 30, 2018; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

D. OTHER BUSINESS.

1. Bid Award for the Purchase of Various Water and Sewer Maintenance Items (AF: 19-2018) (Chris McCartt, Ryan McReynolds).

Motion/Second: McIntire/George, to pass:

Resolution No. 2018-114, A RESOLUTION AWARDING THE BID FOR PURCHASE OF VARIOUS WATER AND SEWER MAINTENANCE ITEMS TO CONSOLIDATED PIPE & SUPPLY, INC., SOUTHERN PIPE & SUPPLY, INC., CORE & MAIN, INC., FERGUSON ENTERPRISES, INC., AND G&C SUPPLY, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

Passed: All present voting "aye."

2. Bid Award for the Landscape Maintenance Services (AF: 20-2018) (Ryan McReynolds)

Motion/Second: Begley/Olterman, to pass:

Resolution No. 2018-115, A RESOLUTION AWARDING THE BID FOR LANDSCAPE MAINTENANCE SERVICES FOR VARIOUS LOCATIONS IN KINGSFORT TO PROMIER LANDSCAPES, INC.

Passed: All present voting "aye."

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, February 20, 2018**

3. Bid Award for the Purchase of One (1) Tandem Axle Dump Truck
(AF: 21-2018) (Ryan McReynolds, Steve Hightower)

Motion/Second: Olterman/George, to pass:

Resolution No. 2018-116, A RESOLUTION AWARDDING THE BID FOR THE PURCHASE OF ONE TANDEM AXLE DUMP TRUCK TO WORLDWIDE EQUIPMENT, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

Passed: All present voting "aye."

~~4. Acquisition of a Portion of Property and Temporary Construction Easements for the Indian Trail Drive Extension Project~~ (AF: 29-2018)
(Ryan McReynolds) This item was pulled from the agenda on 2/22/18.

5. Right-of-Way Permit with TDOT for Meadowview Roadway Extension (AF: 24-2018) (Ryan McReynolds)

Motion/Second: McIntire/Cooper, to pass:

Resolution No. 2018-117, A RESOLUTION APPROVING AN RIGHT-OF-WAY PERMIT WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR THE MEADOWVIEW ROADWAY EXTENSION AND AUTHORIZING THE MAYOR TO EXECUTE THE PERMIT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE PERMIT

Passed: All present voting "aye."

6. Enter into an Agreement with Regions Bank Authorizing the Purchase of the Building Located at 415 Broad Street and at 251 New Street; and a Lease Agreement Allowing Regions Bank to Occupy a Portion of the Building Located at 415 Broad Street for a Defined Time (AF: 28-2018) (Ryan McReynolds)

Motion/Second: McIntire/George, to pass:

Resolution No. 2018-118, A RESOLUTION APPROVING A PURCHASE AGREEMENT WITH REGIONS BANK FOR THE BUILDING LOCATED AT 415 BROAD STREET AND PROPERTY LOCATED AT 251 WEST NEW STREET; APPROVING A LEASE AGREEMENT WITH REGIONS BANK ALLOWING IT TO OCCUPY A PORTION OF THE BUILDING LOCATED AT 415 BROAD STREET FOR A DEFINED TIME; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENTS AND ALL OTHER DOCUMENTS, INCLUDING ALL CLOSING DOCUMENTS, NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENTS

Passed: All present voting "aye."

7. Amend Existing Agreement with NextSite, LLC to Provide Research, Marketing and Professional Consulting Services Related to National Restaurant and Retail Recruitment for the City of Kingsport (AF: 26-2018) (Lynn Tully)

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
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Motion/Second: McIntire/George to pass:

Resolution No. 2018-119, A RESOLUTION APPROVING AN AGREEMENT WITH NEXTSITE, LLC TO PROVIDE RESEARCH, MARKETING AND PROFESSIONAL CONSULTING SERVICES RELATED TO NATIONAL RESTAURANT AND RETAIL RECRUITMENT FOR THE CITY OF KINGSFORT AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

Passed: All present voting “aye.”

VII. CONSENT AGENDA.

1. Amend the Agreement with Gordon Food Service to Renew for an Additional Year (AF: 27-2018) (Jennifer Walker).

Motion/Second: George/Olterman, to adopt:

Resolution No. 2018-120, A RESOLUTION APPROVING AN ADDENDUM TO THE AGREEMENT WITH GORDON FOODS FOR FOOD AND BEVERAGE ITEMS FOR THE KINGSFORT CITY SCHOOL NUTRITION SERVICES; AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE ADDENDUM; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE ADDENDUM

Passed: All present voting “aye.”

VIII. COMMUNICATIONS.

- A. CITY MANAGER.** Mr. Fleming thanked the board for their vote in support of the Regions building, noting it is a decision that will outlast those in office now. He also expressed his appreciation to Ryan McReynolds for all the work he has put into it thus far.
- B. MAYOR AND BOARD MEMBERS.** Alderman Adler commented she looked forward to the day when city staff would be under the same roof commending staff also. She stated the next Neighborhood Commission meeting is Thursday and invited everyone to attend, stating there will be a presentation by Robin Cleary from Keep Kingsport Beautiful regarding the spring clean-up. Alderman Cooper promoted shopping locally and supporting local business owners noting a new business opening in March. Vice-Mayor congratulated the National Merit Scholar finalists from Dobyns Bennett. He also recognized Keep Kingsport Beautiful on receiving a national award. Lastly he thanked James Phillips for his work on the Racks by the Tracks festival coming up in May. Alderman Begley asked everyone to remember the citizens in Parkland, Florida. He also stated the board doesn't take big decisions lightly, such as the Regions building, stating there is a lot of work that goes into the process. Alderman Olterman stated Coach Robbie Norris at Sullivan North has retired as coach but will now be the athletic director, wishing him much success. He

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, February 20, 2018**

also pointed out their basketball team has made the finals for the first time since 1982. He noted DB's Coach Chris Poore's team won the district and he was named Coach of the Year and the DB girls will be playing this weekend. Lastly he congratulated Sullivan South on a good year. Alderman George stated the Homebuilders Home Show is the first weekend in March. She and Alderman Olterman both reaffirmed the positive decision made tonight to move forward with the Regions bank building transition. Mayor Clark stated it was a historic vote for the city of Kingsport, noting the Kingsport spirit is at work.

C. VISITORS. None.

IX. ADJOURN. Seeing no other business for consideration at this meeting, Mayor Clark adjourned the meeting at 8:21 p.m.

ANGELA MARSHALL
Deputy City Recorder

JOHN CLARK
Mayor



AGENDA ACTION FORM

Budget Adjustment Ordinance for FY18

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

Action Form No.: AF-34-2018
 Work Session: March 5, 2018
 First Reading: March 6, 2018

Final Adoption: March 20, 2018
 Staff Work By: Judy Smith
 Presentation By: Jeff Fleming

Recommendation:

Approve the Ordinance.

Executive Summary:

The ordinance will transfer \$6,398 to the Model City Coalition project and close out the old Model City Coalition project, funds will be transferred from other Bays Mountain projects to the following projects: \$191,550 will be transferred to the Bays Mountain Septic System project, \$55,000 will be transferred to the Bays Mountain Road Improvements project, \$55,000 will be transferred to the Bays Mountain Parking Lot Improvements project, \$3,780 will be transferred to Bays Mountain Planetarium Upgrades, \$8,700 to the Bays Mountain Nature Center Exhibit, \$67,100 to the Bays Mountain Main Entry Gate, \$75,592 to the Bays Mountain Nature Center Gateway, \$129,100 to the Bays Mountain Picnic Shelters, \$66,000 to the Bays Mountain Wayfinding Signage and \$49,500 to the Bays Mountain Nature Center Improvement project, \$50,000 will be transferred to the Farmers Market project from the Visitors Enhancement Fund and the Transit Garage project. Funds in the amount of \$87,257 will be transferred from the Transit Garage project to the Library Improvements fund project to complete the Library Colonnade. Funds in the amount of \$99,291 will be transferred from the Facility Audit Assessment project to the Facilities Improvements project and \$285,000 will be transferred from various projects to the Storm Water Infrastructure project. Projects to be closed are GP1812, GP1525, GP1611, GP1403, NC1505 and GP1535.

Federal funds will be appropriated to the MPO Fund in the amount of \$131,000 for the Lynn Garden Drive Signal project.

Attachments:

1. Ordinance

Funding source appropriate and funds are available:

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

PRE-FILED
CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE TO AMEND VARIOUS PROJECTS FOR
THE YEAR ENDING JUNE 30, 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 budgets be amended by transferring \$6,398 from the Model City Coalition project (GP1834) to the Model City Coalition project (GP1224), and by transferring \$63,094 from the Bays Mountain Park Improvements project (GP1707), \$137,710 from the Bays Mountain Dam Repair project (GP1711), \$68,312 from the Bays Mtn. Road Stabilization project (GP1720), \$835 from the Bays Mountain Carpet project (GP1749), and \$435,346 from the Bays Mountain Park Improvement project (GP1828) to the One Kingsport project (GP1702) in the amount of \$3,975, the Bays Mountain Septic Sys project (GP1704) in the amount of \$191,500, to the Bays Mountain Road Improvements project (GP1832) in the amount of \$55,000, to the Bays Mountain Parking Lot Improvements project (GP1833) in the amount of \$55,000, to the Bays Mountain Planetarium Upgrades project (GP1837) in the amount of \$3,780, to the Bays Mountain Nature Center Exhibits project (GP1839) in the amount of \$8,700, to the Bays Mountain Main Entry Gate project (GP1841) in the amount of \$67,100, to the Bays Mountain Nature Center Gateway project (GP1842) in the amount of \$75,592, to the Bays Mountain Picnic Shelters project (GP1843) in the amount of \$129,100, to the Bays Mountain Wayfinding Signage project (GP1844) in the amount of \$66,000, and to the Bays Mountain Nature Center Improvements project (GP1845) in the amount of \$49,500, and by transferring \$459 from the Dilapidated Structures project (GP1535) to the Dilapidated Structures project (GP1742), and by transferring \$6,498 from the Border Regions Road Improvements project (GP1228) to the Public Works Equipment project (GP1525) in the amount of \$466 and to the Street Resurfacing project (GP1846) in the amount of \$6,032, and by transferring \$103 from the Enterprise Place project (GP1611) to the Local Road Sidewalks project (GP1403), by transferring \$285,000 from the Meadowview Road Improvements project to the Street Resurfacing (NC1800), by transferring \$25,000 from the Visitors Enhancement Fund and \$25,000 from the Transit Garage project (GP1727) to the Farmers Market Improvement project (GP1847) by transferring \$1,600 from the Public Works operating budget to the Ground Hold Over Replacement project (GP1817), by transferring \$87,257 from the Transit Garage project (GP1727) to the Library Improvement project (GP1807) and by transferring \$99,291 from the Facilities Audit Assessment project (GP1812) to the Facilities Improvement project (GP1803).

SECTION II. That the Special Project Fund budgets be amended by transferring \$3,925 from the Mowing Project (NC1505) to the Mowing project (NC1709), and by increasing the budget for the Centennial Project (NC1613) by \$1,445, by transferring \$285,000 from Street Resurfacing (NC1800) to the Storm Water Infrastructure project (ST1602) and by appropriating \$1,816 in grant funds and by appropriating \$521 from the Friends of the Library to the Library TOP Grant project (NC1809).

SECTION III. That the MPO Fund be amended by appropriating federal grant funds in the amount of \$131,000 to the Lynn Garden Drive Signal project (MPO15C).

Account Number/Description:**Fund 311: General Project Fund****Model City Coalition (GP1834)****Revenues:**

	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
	\$	\$	\$
311-0000-364.30-00 From Non-Profit Groups	1,535	0	1,535
311-0000-368.10-51 Series 2015A (Oct) GO PI	50,358	(6,398)	43,960
Totals:	51,893	(6,398)	45,495

Expenditures:

	\$	\$	\$
311-0000-601.20-20 Professional/Consultant	13,000	0	13,000
311-0000-601.20-23 Arch/Eng/Landscaping	10,000	0	10,000
311-0000-601.90-03 Improvements	28,893	(6,398)	22,495
Totals:	51,893	(6,398)	45,495

Fund 311: General Project Fund**Model City Coalition (GP1224)****Revenues:**

	\$	\$	\$
311-0000-364.30-00 From Non-Profit Groups	10,000	0	10,000
311-0000-368.10-14 Series 2012 C Go Pub Imp	196,894	0	196,894
311-0000-368.10-47 Bond Proceeds/2014 A Go	4,412	0	4,412
311-0000-368.10-51 Series 2015A (Oct) GO PI	410,599	6,398	416,997
311-0000-368.21-01 Premium From Bond Sale	29,542	0	29,542
Totals:	651,447	6,398	657,845

Expenditures:

	\$	\$	\$
311-0000-601.20-20 Professional/Consultant	38,127	0	38,127
311-0000-601.20-23 Arch/Eng/Landscaping	395,913	0	395,913
311-0000-601.40-41 Bond Sale Expense	18,762	0	18,762
311-0000-601.90-02 Buildings	1,210	0	1,210
311-0000-601.90-03 Improvements	196,159	6,398	202,557
311-0000-601.90-04 Equipment	1,276	0	1,276
Totals:	651,447	6,398	657,845

Fund 311: General Project Fund**One Kingsport (GP1702)****Revenues:**

	\$	\$	\$
311-0000-364.30-00 From Non-Profit Groups	15,000	0	15,000
311-0000-368.10-47 2014 A GO Bonds	0	3,975	3,975
311-0000-391.01-00 From General Fund	650,000	0	650,000
Totals:	665,000	3,975	668,975

Expenditures:

	\$	\$	\$
311-0000-601.20-10 Advertising & Publication	0	0	0
311-0000-601.20-20 Professional/Consultant	221,500	0	221,500

311-0000-601.20-22 Construction Contracts	218,200	0	218,200
311-0000-601.20-23 Arch/Eng/Landscaping	100,000	3,975	103,975
311-0000-601.80-50 Tap Fee Incentive	50,000	0	50,000
311-0000-601.90-03 Improvements	75,300	0	75,300
Totals:	665,000	3,975	668,975

Fund 311: General Project Fund
Bays Mountain Septic Sys (GP1704)

<u>Revenues:</u>	\$	\$	\$
311-0000-368.10-54 2016 GO (NOV 4)	0	191,550	191,550
311-0000-368.10-55 Series 2017 A Go Bonds	53,289	0	53,289
311-0000-368.21-01 Premium From Bond Sale	2,435	0	2,435
311-0000-391.01-00 From General Fund	80,000	0	80,000
Totals:	135,724	191,550	327,274

<u>Expenditures:</u>	\$	\$	\$
311-0000-601.20-22 Construction Contracts	95,000	191,550	286,550
311-0000-601.20-23 Arch/Eng/Landscaping	40,000	0	40,000
311-0000-601.40-41 Bond Sale Expense	724	0	724
Totals:	135,724	191,550	327,274

Fund 311: General Project Fund
Bays Mountain Park Improvements (GP1707)

<u>Revenues:</u>	\$	\$	\$
311-0000-368.10-47 2014 A GO Bonds	336,799	(63,094)	273,705
Totals:	336,799	(63,094)	273,705

<u>Expenditures:</u>	\$	\$	\$
311-0000-601.20-23 Arch/Eng/Landscaping	67,189	(55,420)	11,769
311-0000-601.90-03 Improvements	269,610	(7,674)	261,936
Totals:	336,799	(63,094)	273,705

Fund 311: General Project Fund
Bays Mountain Dam Repair (GP1711)

<u>Revenues:</u>	\$	\$	\$
311-0000-368.10-54 2016 GO (NOV 4)	223,984	(137,710)	86,274
311-0000-368.10-55 Series 2017 A Go Bonds	561,959	0	561,959
311-0000-368.21-01 Premium From Bond Sale	44,248	0	44,248
Totals:	830,191	(137,710)	692,481

<u>Expenditures:</u>	\$	\$	\$
311-0000-601.20-23 Arch/Eng/Landscaping	240,000	(2,909)	237,091
311-0000-601.40-41 Bond Sale Expense	10,191	0	10,191
311-0000-601.90-03 Improvements	580,000	(134,801)	445,199

Totals:

830,191	(137,710)	692,481
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Fund 311: General Project Fund**Bays Mountain Road Stabilization (GP1720)****Revenues:**

	\$	\$	\$
311-0000-368.10-54 2016 GO (NOV 4)	214,651	(68,312)	146,339
311-0000-368.21-01 Premium From Bond Sale	17,791	0	17,791
Totals:	232,442	(68,312)	164,130

Expenditures:

	\$	\$	\$
311-0000-601.20-23 Arch/Eng/Landscaping	10,000	(10,000)	0
311-0000-601.40-41 Bond Sale Expense	2,442	0	2,442
311-0000-601.90-03 Improvements	220,000	(58,312)	161,688
Totals:	232,442	(68,312)	164,130

Fund 311: General Project Fund**Bays Mountain Carpet (GP1749)****Revenues:**

	\$	\$	\$
311-0000-391.69-00 Visitors Enhancement Fund	20,000	(835)	19,165
Totals:	20,000	(835)	19,165

Expenditures:

	\$	\$	\$
311-0000-601.20-22 Construction Contracts	20,000	(835)	19,165
Totals:	20,000	(835)	19,165

Fund 311: General Project Fund**Bays Mountain Park Improvements (GP1828)****Revenues:**

	\$	\$	\$
311-0000-391.01-00 From General Fund	450,000	(435,346)	14,654
Totals:	450,000	(435,346)	14,654

Expenditures:

	\$	\$	\$
311-0000-601.90-03 Improvements	450,000	(435,346)	14,654
Totals:	450,000	(435,346)	14,654

Fund 311: General Project Fund**Bays Mountain Road Improvements (GP1832)****Revenues:**

	\$	\$	\$
311-0000-368.10-47 2014 A GO Bonds	0	55,000	55,000
311-0000-391.01-00 From General Fund	275,000	00	330,000
Totals:	275,000	55,000	330,000

Expenditures:

	\$	\$	\$
311-0000-601.90-03 Improvements	275,000	55,000	330,000

Totals:

275,000	55,000	330,000
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Fund 311: General Project Fund
Bays Mtn Parking Lot Imp (GP1833)

Revenues:

	\$	\$	\$
311-0000-368.10-47 2014 A GO Bonds	0	4,119	
311-0000-368.10-54 2016 GO (NOV 4)	0	14,472	
311-0000-391.01-00 From General Fund	275,000	36,409	330,000
Totals:	275,000	55,000	330,000

Expenditures:

	\$	\$	\$
311-0000-601.90-03 Improvements	275,000	55,000	330,000
Totals:	275,000	55,000	330,000

Fund 311: General Project Fund
Bays Mtn Planetarium Upgrade (GP1837)

Revenues:

	\$	\$	\$
311-0000-368.10-55 Series 2017 A Go Bonds	61,040	0	61,040
311-0000-368.21-01 Premium From Bond Sale	2,790	0	2,790
311-0000-391.01-00 From General Fund	0	2,945	2,945
311-0000-391.69-00 Visitors Enhancement Fund	0	835	835
Totals:	63,830	3,780	67,610

Expenditures:

	\$	\$	\$
311-0000-601.40-41 Bond Sale Expense	830	0	830
311-0000-601.90-03 Improvements	63,000	3,780	66,780
Totals:	63,830	3,780	67,610

Fund 311: General Project Fund
Bays Mnt. Nature Ctr Exhib (GP1839)

Revenues:

	\$	\$	\$
311-0000-368.10-55 Series 2017 A Go Bonds	84,294	0	84,294
311-0000-368.21-01 Premium From Bond Sale	3,852	0	3,852
311-0000-391.01-00 From General Fund	0	8,700	8,700
Totals:	88,146	8,700	96,846

Expenditures:

	\$	\$	\$
311-0000-601.40-41 Bond Sale Expense	1,146	0	1,146
311-0000-601.90-03 Improvements	87,000	8,700	95,700
Totals:	88,146	8,700	96,846

Fund 311: General Project Fund
Bays Mtn Main Entry Gate (GP1841)

Revenues:

\$	\$	\$
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311-0000-391.01-00 From General Fund

Totals:

0	67,100	67,100
0	67,100	67,100

Expenditures:

311-0000-601.90-03 Improvements

Totals:

\$ 0	\$ 67,100	\$ 67,100
0	67,100	67,100

Fund 311: General Project Fund

Bays Mtn Nature Center Gateway (GP1842)

Revenues:

311-0000-391.01-00 From General Fund

Totals:

\$ 0	\$ 75,592	\$ 75,592
0	75,592	75,592

Expenditures:

311-0000-601.90-03 Improvements

Totals:

\$ 0	\$ 75,592	\$ 75,592
0	75,592	75,592

Fund 311: General Project Fund

Bays Mtn Picnic Shelters (GP1843)

Revenues:

311-0000-391.01-00 From General Fund

Totals:

\$ 0	\$ 129,100	\$ 129,100
0	129,100	129,100

Expenditures:

311-0000-601.90-03 Improvements

Totals:

\$ 0	\$ 129,100	\$ 129,100
0	129,100	129,100

Fund 311: General Project Fund

Bays Mtn Wayfinding Signage (GP1844)

Revenues:

311-0000-391.01-00 From General Fund

Totals:

\$ 0	\$ 66,000	\$ 66,000
0	66,000	66,000

Expenditures:

311-0000-601.90-03 Improvements

Totals:

\$ 0	\$ 66,000	\$ 66,000
0	66,000	66,000

Fund 311: General Project Fund

Bays Mtn Nature Center Imp (GP1845)

Revenues:

311-0000-391.01-00 From General Fund

Totals:

\$ 0	\$ 49,500	\$ 49,500
0	49,500	49,500

<u>Expenditures:</u>	\$	\$	\$
311-0000-601.90-03 Improvements	0	49,500	49,500
Totals:	0	49,500	49,500

Fund 311: General Project Fund

Dilapidated Structures (GP1535)

<u>Revenues:</u>	\$	\$	\$
311-0000-391.01-00 From General Fund	70,000	(460)	69,540
Totals:	70,000	(460)	69,540

<u>Expenditures:</u>	\$	\$	\$
311-0000-601.20-22 Construction Contracts	68,000	1,540	69,540
311-0000-601.20-99 Miscellaneous	2,000	(2,000)	0
Totals:	70,000	(460)	69,540

Fund 311: General Project Fund

Dilapidated Structures (GP1742)

<u>Revenues:</u>	\$	\$	\$
311-0000-391.01-00 From General Fund	75,000	460	75,460
Totals:	75,000	460	75,460

<u>Expenditures:</u>	\$	\$	\$
311-0000-601.20-22 Construction Contracts	75,000	460	75,460
Totals:	75,000	460	75,460

Fund 311: General Project Fund

Border Reg Rd Improvements (GP1228)

<u>Revenues:</u>	\$	\$	\$
311-0000-332.10-15 Border Regions Allocation	76,103	473,926	550,029
311-0000-368.10-41 Series 2012C GO PUB IM	278,666	(6,498)	272,168
311-0000-368.21-01 Premium From Bond Sale	19,633	0	19,633
Totals:	374,402	467,428	841,830

<u>Expenditures:</u>	\$	\$	\$
311-0000-601.20-20 Professional/Consultant	70,258	(6,498)	63,760
311-0000-601.20-23 Arch/Eng/Landscaping	104,066	(10,745)	93,321
311-0000-601.40-41 Bond Sale Expense	11,867	0	11,867
311-0000-601.90-01 Land	110,000	549,440	659,440
311-0000-601.90-03 Improvements	78,211	(64,769)	13,442
Totals:	374,402	467,428	841,830

Fund 311: General Project Fund

Public Works Equipment (GP1525)

<u>Revenues:</u>	\$	\$	\$
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311-0000-368.10-41 Series 2012C GO PUB IM	10,998	466	11,464
311-0000-368.21-01 Premium From Bond Sale	1,152	0	1,152
Totals:	12,150	466	12,616

Expenditures:

	\$	\$	\$
311-0000-601.40-41 Bond Sale Expense	150	0	150
311-0000-601.90-03 Improvements	6,894	(4,169)	2,725
311-0000-601.90-06 Purchases \$5,000 & Over	5,106	4,635	9,741
Totals:	12,150	466	12,616

Fund 311: General Project Fund
Enterprise Place Improvements (GP1611)

Revenues:

	\$	\$	\$
311-0000-368.10-47 2014 A GO Bonds	180,000	0	180,000
311-0000-368.10-51 Series 2015A (Oct) GO PI	535,551	(23,205)	512,346
311-0000-391.01-00 From General Fund	18,646	0	18,646
Totals:	734,197	(23,205)	710,992

Expenditures:

	\$	\$	\$
311-0000-601.20-23 Arch/Eng/Landscaping	33,000	46,169	79,169
311-0000-601.40-41 Bond Sale Expense	10,197	0	10,197
311-0000-601.90-01 Land	4,700	(1,154)	3,546
311-0000-601.90-03 Improvements	686,300	(68,220)	618,080
Totals:	734,197	(23,205)	710,992

Fund 311: General Project Fund
Local Roads Sidewalks (GP1403)

Revenues:

	\$	\$	\$
311-0000-368.10-41 Series 2012C GO PUB IM	13,568	0	13,568
311-0000-368.10-47 2014 A GO Bonds	34,659	0	34,659
311-0000-368.10-51 Series 2015A (Oct) GO PI	342,403	103	342,506
311-0000-368.21-01 Premium From Bond Sale	24,408	0	24,408
Totals:	415,038	103	415,141

Expenditures:

	\$	\$	\$
311-0000-601.20-23 Arch/Eng/Landscaping	40,147	0	40,147
311-0000-601.40-41 Bond Sale Expense	16,642	0	16,642
311-0000-601.90-01 Land	2,637	0	2,637
311-0000-601.90-03 Improvements	355,612	103	355,715
Totals:	415,038	103	415,141

Fund 111: Special Project Fund
Mowing Project (NC1505)

Revenues:

	\$	\$	\$
111-0000-391.01-00 From General Fund	20,560	(3,925)	16,635
Totals:	20,560	(3,925)	16,635

<u>Expenditures:</u>	\$	\$	\$
111-0000-601.20-22 Construction Contracts	20,560	(3,925)	16,635
<i>Totals:</i>	20,560	(3,925)	16,635

Fund 111: Special Project Fund

Mowing (NC1709)

<u>Revenues:</u>	\$	\$	\$
111-0000-391.01-00 From General Fund	10,000	3,925	13,925
<i>Totals:</i>	10,000	3,925	13,925

<u>Expenditures:</u>	\$	\$	\$
111-0000-601.20-22 Construction Contracts	10,000	3,925	13,925
<i>Totals:</i>	10,000	3,925	13,925

Fund 111: Special Project Fund

Centennial Project (NC1613)

<u>Revenues:</u>	\$	\$	\$
111-0000-341.10-87 Merchandise Sales	1,536	0	1,536
111-0000-341.50-10 Centennial Merchandise	9,458	1,445	10,903
111-0000-364.30-00 From Non-Profit Groups	625	0	625
111-0000-368.99-00 Miscellaneous	(6)	0	(6)
111-0000-391.01-00 From General Fund	90,186	0	90,186
<i>Totals:</i>	101,799	1,445	103,244

<u>Expenditures:</u>	\$	\$	\$
111-0000-601.30-20 Operating Supplies & Tool	93,212	1,445	94,657
111-0000-631.10-10 Salaries & Wages	7,262	0	7,262
111-0000-631.10-20 Social Security	1,225	0	1,225
111-0000-631.10-60 Workmen's Compensation	20	0	20
111-0000-631.10-61 Unemployment Insurance	80	0	80
<i>Totals:</i>	101,799	1,445	103,244

Fund 110: General Fund

<u>Expenditures:</u>	\$	\$	\$
110-4032-463-3022 Maintenance Supplies	12,500	(1,600)	10,900
110-4804-481-7036 General Project Fund	1,740,507	1,600	1,742,107
<i>Totals:</i>	1,753,007	0	1,753,007

Fund 311: General Project Fund

Grounds Hold Over Replace. (GP1817)

<u>Revenues:</u>	\$	\$	\$
311-0000-368-1055 Series 2017 A GO Bonds	38,756	0	38,756
311-0000-368-2101 Premium From Bond Sale	1,771	0	1,771
311-0000-391-0100 From General Fund	0	1,600	1,600
<i>Totals:</i>	40,527	1,600	42,127

<u>Expenditures:</u>	\$	\$	\$
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311-0000-601-4041 Bond Sale Exp.	527	0	527
311-0000-601-9006 Purchases Over \$5,000	40,000	1,600	41,600
Totals:	40,527	1,600	42,127

Fund 110: General Fund

<u>Revenues:</u>	\$	\$	\$
110-0000-364-3000 From Non-Profit Groups	125,000	242	125,242
Totals:	125,000	242	125,242

<u>Expenditures:</u>	\$	\$	\$
110-4540-474-3039 Library Programs Supplies	800	242	1,042
Totals:	800	242	1,042

Fund 311: General Project Fund

Transit Garage (GP1727)

<u>Revenues:</u>	\$	\$	\$
311-0000-368-1054 Series 2016 GO (Nov 4)	13,530	0	13,530
311-0000-368-1055 Series 2017 A GO Bonds	145,237	(112,257)	32,980
311-0000-368-2101 Premium From Bond Sale	27,137	0	27,137
Totals:	185,904	(112,257)	73,647

<u>Expenditures:</u>	\$	\$	\$
311-0000-601-4041 Bond Sale Exp.	4,789	0	4,789
311-0000-601-9003 Improvements	181,115	(112,257)	68,858
Totals:	185,904	(112,257)	73,647

Fund 311: General Project Fund

Farmers Market Improvements (GP1847)

<u>Revenues:</u>	\$	\$	\$
311-0000-368-1055 Series 2017 A GO Bonds	0	25,000	25,000
311-0000-391-6900 From Visitors Enhancement	0	25,000	25,000
Totals:	0	50,000	50,000

<u>Expenditures:</u>	\$	\$	\$
311-0000-601-9003 Improvements	0	50,000	50,000
Totals:	0	50,000	50,000

Fund 135: Visitors Enhancement Fund

135-1015-405-3020 Operating Supplies & Tools	66,821	(25,000)	41,821
135-4804-481-7036 Transfer to Gen. Proj. Fund	2,500	25,000	27,500
Totals:	69,321	0	69,321

Fund 311: General Project Fund

Library Improvements (GP1807)

Revenues:	\$	\$	\$
311-0000-368-1055 Series 2017 A GO Bonds	218,001	87,257	305,258
311-0000-368-2101 Premium From Bond Sale	9,963	0	9,963
Totals:	227,964	87,257	315,221

Expenditures:	\$	\$	\$
311-0000-601-4041 Bond Sale Exp.	2,964	0	2,964
311-0000-601-9003 Improvements	225,000	87,257	312,257
Totals:	227,964	87,257	315,221

Fund 122: MPO Fund

Lynn Garden Drive Signal (MPO15C)

Revenues:	\$	\$	\$
122-0000-337-5213 FHWA/TN FHWA100%	221,800	131,000	352,800
Totals:	221,800	131,000	352,800

Expenditures:	\$	\$	\$
122-0000-609-2023 Arch/Eng/Landscaping	78,730	0	78,730
122-0000-609-9003 Improvements	143,070	131,000	274,070
Totals:	221,800	131,000	352,800

Fund 111: Special Project Fund

Library TOP Grant (NC1809)

Revenues:	\$	\$	\$
111-0000-332-7300 TN State Library Grant	0	1,816	1,816
111-0000-364-3000 From Non-Profit Group	0	521	521
Totals:	0	2,337	2,337

Expenditures:	\$	\$	\$
Professional Consultant	0	600	600
111-0000-601-3020 Operating Supplies & Tools	0	1,737	1,737
Totals:	0	2,337	2,337

Fund 311: General Project Fund
Facility Audit Assessment (GP1812)

Revenues:

311-0000-368-1055 Series 2017 A GO Bonds	\$ 94,952	\$ (94,952)	\$ 0
311-0000-368-2101 Premium From Bond Sale	4,339	(4,339)	0
Totals:	99,291	(99,291)	0

Expenditures:

311-0000-601-2023 Arch/Eng/Landscaping	\$ 98,000	\$ (98,000)	\$ 0
311-0000-601-4041 Bond Sale Exp.	1,291	(1,291)	0
Totals:	99,291	(99,291)	0

Fund 311: General Project Fund
Facilities Improvements (GP1803)

Revenues:

311-0000-368-1055 Series 2017 A GO Bonds	\$ 539,189	\$ 94,952	\$ 634,141
311-0000-368-2101 Premium From Bond Sale	24,643	4,339	28,982
Totals:	563,832	99,291	663,123

Expenditures:

311-0000-601-4041 Bond Sale Exp.	\$ 7,332	\$ 1,291	\$ 8,623
311-0000-601-9003 Improvements	556,500	98,000	654,500
Totals:	563,832	99,291	663,123

Fund 111: Special Project Fund
Street Resurfacing (NC1800)

Revenues:

111-0000-391.01-00 From General Fund	\$ 1,719,000	\$ (285,000)	\$ 1,434,000
Totals:	1,719,000	(285,000)	1,434,000

Expenditures:

111-0000-601.20-22 Construction Contracts	\$ 1,719,000	\$ (285,000)	\$ 1,434,000
Totals:	1,719,000	(285,000)	1,434,000

Fund 110: General Fund

Expenditures:

110-4804-481.70-35 To Gen Proj/Spec Rev.	\$ 1,780,283	\$ (285,000)	\$ 1,495,283
110-4804-481.70-92 To Stormwater	0	285,000	285,000
Totals:	1,780,283	0	1,780,283

Fund 417: Stormwater Fund

Revenues:

\$ \$ \$

417-0000-391.01-00 From General Proj Fund

Totals:

0	285,000	285,000
0	285,000	285,000

Expenditures:

417-6996-696.76-05 Stormwater Project Fund

Totals:

\$ 290,000	\$ 285,000	\$ 575,000
290,000	285,000	575,000

Fund 457: Storm Water Project Fund

Storm Water Infrastructure (ST1602)

Revenues:

457-0000-391-9500 From Storm Water Fund

Totals:

\$ 178,355	\$ 285,000	\$ 463,355
178,355	285,000	463,355

Expenditures:

457-0000-622-2022 Construction Contracts

457-0000-622-2023 Arch/Eng/Landscaping

457-0000-622-9001 Land

457-0000-622-9004 Equipment

Totals:

\$ 130,265	\$ 285,000	\$ 415,265
38,800	0	38,800
1,000	0	1,000
8,290	0	8,290
178,355	285,000	463,355

Fund 311: General Project Fund

Meadowview Road Improvement (GP1800)

Revenues:

311-0000-368.10-54 Series 2016 GO (Nov 4)

311-0000-368.10-55 Series 2017 A GO Bonds

311-0000-368.21-01 Premium From Bond Sale

Totals:

\$ 149,900	\$ 0	\$ 149,900
1,792,551	(285,000)	1,507,551
81,925	0	81,925
2,024,376	(285,000)	1,739,376

Expenditures:

311-0000-601.20-23 Construction Contracts

311-0000-601.40-41 Bond Sale Expense

311-0000-601.90-03 Improvements

Totals:

\$ 149,900	\$ 0	\$ 149,900
24,376	0	24,376
1,850,100	(285,000)	1,565,100
2,024,376	(285,000)	1,739,376

Fund 311: General Project Fund

Street Resurfacing (GP1846)

Revenues:

311-0000-368.10-41 Series 2012C GO PUB IM

311-0000-368.10-51 Series 2015A (Oct) GO PI

311-0000-368.10-55 Series 2017 A GO Bonds

Totals:

\$ 0	\$ 6,032	\$ 6,032
0	23,102	23,102
0	285,000	285,000
0	314,134	314,134

Expenditures:

311-0000-601.90-03 Improvements

Totals:

\$ 0	\$ 314,134	\$ 314,134
0	314,134	314,134

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

JOHN CLARK, Mayor

ATTEST:

JAMES H. DEMMING, City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

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



AGENDA ACTION FORM

Amend the FY 2018 the General Purpose School Fund and the General Project Fund Budget

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

Action Form No.: AF-23-2018
 Work Session: February 19, 2018
 First Reading: February 20, 2018

Final Adoption: March 6, 2018
 Staff Work By: David Frye
 Presentation By: David Frye

Recommendation:

Approve the Ordinance.

Executive Summary:

The Board of Education approved fiscal year 2018 budget amendment number three at their meeting on February 6, 2018. This amendment transfers funds from the General Purpose School Fund Unreserved Fund Balance, in the amount of \$85,000, to the D-B Track project. This will bring the total project funding to \$1,010,000. This amount is based on the low bid, plus fees and contingency. A resolution to award the bid will be presented to the Board for consideration on March 6, 2018.

Attachments:

1. Ordinance
2. BOE Budget Amendment Number Three – FY 2018

Funding source appropriate and funds are available:

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

AN ORDINANCE TO AMEND THE GENERAL PURPOSE
SCHOOL FUND AND THE GENERAL PROJECTS FUND
BUDGETS FOR THE FISCAL 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 Purpose School Fund Budget be amended by increasing the estimated revenue for Fund Balance Appropriations by \$85,000 and by increasing the appropriation for Fund Transfers by \$85,000. That the General Project Fund Budget be amended by increasing the estimated revenue for the Dobyns-Bennett Track Upgrades project (GP1739) – Transfers from School Fund by \$85,000 and by increasing the appropriation for Construction Contracts by \$963,000 and by decreasing the appropriation for Architect Fees by \$878,000.

Fund 141: General Purpose School Fund

Revenues:

	\$	\$	\$
141-0000-392-0100 Fund Balance Appropriations	356,038	85,000	441,038
Total:	356,038	85,000	441,038

Expenditures:

141-7950-881-0590 Fund Transfers	381,800	85,000	446,800
Total:	381,800	85,000	446,800

Fund 311: General Project Fund
D-B Track Upgrades Project (GP1739)

Revenues:

	\$	\$	\$
311-0000-368-1051 GO Bonds 2015A	37,789	0	37,789
311-0000-368-1054 GO Bonds 2016	135,555	0	135,555
311-0000-391-2100 Transfers from School Fund	662,211	85,000	747,211
311-0000-391-2150 Sullivan County Bond Funds	89,445	0	89,445
Total:	925,000	85,000	1,010,000

Expenditures:

311-0000-601-2022 Construction Contracts	25,000	963,000	988,000
311,0000-601-2023 Architect Fees	900,000	(878,000)	22,000
Total:	925,000	85,000	1,010,000

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

JOHN CLARK, Mayor

ATTEST:

JAMES H. DEMMING
City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____



AGENDA ACTION FORM

Amend the FY 2018 the General Purpose School Fund and the General Project Fund Budget

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

Action Form No.: AF-23-2018
 Work Session: February 19, 2018
 First Reading: February 20, 2018

Final Adoption: March 6, 2018
 Staff Work By: David Frye
 Presentation By: David Frye

Recommendation:

Approve the Ordinance.

Executive Summary:

The Board of Education approved fiscal year 2018 budget amendment number three at their meeting on February 6, 2018. This amendment transfers funds from the General Purpose School Fund Unreserved Fund Balance, in the amount of \$85,000, to the D-B Track project. This will bring the total project funding to \$1,010,000. This amount is based on the low bid, plus fees and contingency. A resolution to award the bid will be presented to the Board for consideration on March 6, 2018.

Attachments:

1. Ordinance
2. BOE Budget Amendment Number Three – FY 2018

Funding source appropriate and funds are available:

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

February 8, 2018

KINGSPORT CITY SCHOOLS
FISCAL YEAR 2017-2018
BUDGET AMENDMENT NUMBER THREE

CAPITAL PROJECTS FUND

DOBYNS-BENNETT TRACK PROJECT

In November 2017 the Board of Education approved funding for resurfacing the D-B track in the amount of \$925,000. This amount was based on an estimate received from the architect/engineer for the project. Bids were opened on January 25, 2018. There were three bids received. Baseline Sports submitted the lowest bid. The base bid was \$866,932. There were three alternates. Alternate one is to replace the fence along the front stretch of the track. Baseline's bid for that work is \$33,450. Alternate two is for 2 new long jump pits. Baseline's bid for that work is \$31,000. Alternate three is to place the track material in part of the infield, which would allow for 2 high jump pits. Baseline's bid for that work is \$149,380. It is recommended that we accept alternates one and two, but not alternate three.

The revised current estimate for the total project cost is \$1,010,000. This includes the following:

Base Bid	\$ 866,932
Alternate One	33,450
Alternate Two	31,000
Architect Fees	21,610
Contingency - 6%	55,883
Miscellaneous	<u>1,125</u>
Total	<u>\$1,010,000</u>

With current funding established at \$925,000, an additional \$85,000 will need to be identified and transferred to this project. We will need to use funds from the General Purpose School Fund Unreserved Fund Balance to make up this difference. At June 30, 2017 the Unreserved Fund Balance was \$5,428,233.

It is recommended that the Board approve a motion to transfer \$85,000 from the General Purpose School Fund Unreserved Fund Balance to the Dobyms-Bennett Track project.



AGENDA ACTION FORM

Accept a Donation of Woodshop Equipment to the Senior Center

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

Action Form No.: AF-30-2018
 Work Session: March 5, 2018
 First Reading: N/A

Final Adoption: March 6, 2018
 Staff Work By: Shirley Buchanan
 Presentation By: S. Buchanan, C. McCartt

Recommendation:

Approve a resolution to accept the donation of wood shop equipment from the Boys & Girls Club of Greater Kingsport.

Executive Summary:

The equipment includes the following:

- 3- Jet 1014 Mini Lathes on adjustable stands
- 3- Super Nova Lathe Chucks
- 2 sets of 4 turning tools
- 1 Delta 1" belt/disc sander

This equipment has a new price value of \$2,865. The equipment will be used by Senior Center Members that have completed a safety orientation, have passed a safety test, and have had training on the operation of the equipment. This equipment will be well used in the Senior Center Woodshop.

Attachments:

1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A DONATION OF
WOODSHOP EQUIPMENT TO THE SENIOR CENTER

WHEREAS, the Boys & Girls Club of Greater Kingsport would like to donate wood shop equipment to the Senior Center; and

WHEREAS, the equipment will be used by senior center members in the woodshop; and

WHEREAS, the estimated value of this donation is \$2,865.00.

Now therefore,

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

SECTION I. That the donation to the city from Boys & Girls Club of Greater Kingsport of wood shop equipment to the Senior Center in the estimated amount of \$2,865.00 is accepted.

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

ADOPTED this the 6th day of March, 2018.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Awarding the Bid for Mowing & Trimming Services

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

Action Form No.: AF-35-2018
Work Session: March 5, 2018
First Reading: N/A

Final Adoption: March 6, 2018
Staff Work By: Committee
Presentation By: R. McReynolds

Recommendation:

Approve the Resolution.

Executive Summary:

The need for contractual mowing and trimming services dates back to several years ago with the addition of new mowing areas without the addition of city employees. The areas included Fordtown Road, Cleek Road, 911 Center, Carousel Park, Preston Park, Montclair Cemetery, Riverwalk Park, Edinburgh Park, Rock Springs Community Center, and other areas. The decision was made to contract the mowing of these areas rather than add an employee plus the equipment needed for this service. Adding a few areas to the current contract has also facilitated the movement of two employees to work in the downtown area.

Bids were opened on February 7, 2018 for Mowing & Trimming Services for various locations. The advertisement for the Invitation to Bid was published in the Kingsport Times News on January 17, 2018 and placed on our website for 22 calendar days.

It is the recommendation of the committee to accept the apparent low bid from Manuel Mowing LLC in the amount of \$82,425.00 for the mowing season which is inclusive 33 areas to be maintained.

Funding is identified in Project # GP1824 for items 6-27, 11040334632020 for items 2-6 & 27-32, 11045154712020 for item 33 and 62140324632099 for item 1 as reflected in the Bid Opening Minutes.

Attachments:

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

Funding source appropriate and funds are available: 

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

RESOLUTION NO. _____

A RESOLUTION AWARDING THE BID FOR MOWING AND TRIMMING SERVICES TO MANUEL MOWING LLC AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, bids were opened February 7, 2018, for mowing and trimming services at 33 locations; and

WHEREAS, upon review of the bids, the board finds Manuel Mowing LLC is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to enter into a contract for mowing and trimming services for 33 various locations from Manuel Mowing LLC at an estimated cost of \$82,425.00; and

WHEREAS, funding is identified in project numbers GP1824, 11040334632020, 11045154712020 and 62140324632099.

Now therefore,

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

SECTION I. That the bid for mowing and trimming services at 33 locations at an estimated cost of \$82,425.00 is awarded to Manuel Mowing LLC, and the mayor is authorized to execute an agreement for same and all documents necessary and proper to effectuate the purpose of the agreement.

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

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

ADOPTED this the 6th day of March, 2018.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MEMORANDUM
February 19, 2018

TO: Brent Morelock, Assistant Procurement Manager

FROM: Lewis A. Bausell, Landscape Specialist

SUBJECT: Recommendation of Award of Bid for Mowing Services

After reviewing the bids for Mowing Services it is our recommendation we award it as a whole to the apparent overall low bidder - Manuel Mowing.

Money is available in the:

- Kingsport AEP Enhancement line item GP 1824 for items # 6-27
- Parks Maintenance Cost Center 110-4033-463-20-20 for items # 2-6 & 27-32
- Parks & Rec Cost Center 110-4515-471-20-20 for item # 33
- Cost Center 621-4032-463-20-99 for item # 1

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

MINUTES
BID OPENING
February 7, 2018
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:

MOWING & TRIMMING OF VARIOUS LOCATIONS				
Item #:	Manuel Mowing	Earth Effects	Phillips Landscaping	Terry Henderson Landscaping
1	\$ 25.00	\$ 36.00	\$ 35.00	\$145.00
2	\$ 80.00	\$149.00	\$175.00	\$193.00
3	\$ 50.00	\$ 50.00	\$ 40.00	\$145.00
4	\$175.00	\$270.00	\$240.00	\$400.00
5	\$ 60.00	\$ 49.00	\$ 85.00	\$193.00
6	\$ 75.00	\$239.00	\$240.00	\$702.00
7	\$ 35.00	\$ 40.00	\$ 37.00	\$193.00
8	\$ 30.00	\$ 68.00	\$ 63.00	\$225.00
9	\$ 45.00	\$ 41.00	\$ 45.00	\$145.00
10	\$ 12.50	\$ 23.00	\$ 20.00	\$106.00
11	\$150.00	\$110.00	\$250.00	\$702.00
12	\$ 40.00	\$147.00	\$300.00	\$543.00
13	\$ 70.00	\$ 87.00	\$200.00	\$ 74.00
14	\$325.00	\$399.00	\$560.00	\$861.00
15	\$ 50.00	\$ 99.00	\$200.00	\$225.00
16	\$ 85.00	\$201.00	\$170.00	\$384.00
17	\$100.00	\$ 96.00	\$163.00	\$193.00
18	\$ 25.00	\$ 24.00	\$ 18.00	\$154.00
19	\$ 20.00	\$ 60.00	\$ 46.00	\$193.00
20	\$ 20.00	\$ 16.00	\$ 12.00	\$114.00
21	\$175.00	\$ 60.00	\$312.00	\$193.00
22	\$300.00	\$ 60.00	\$ 50.00	\$193.00
23	\$125.00	\$ 60.00	\$ 80.00	\$193.00
24	\$ 80.00	\$ 77.00	\$117.00	\$209.00
25	\$ 60.00	\$149.00	\$350.00	\$225.00
26	\$ 35.00	\$ 48.00	\$ 35.00	\$225.00
27	\$ 55.00	\$132.00	\$185.00	\$225.00
28	\$ 50.00	\$ 39.00	\$ 23.00	\$ 98.00
29	\$ 65.00	\$ 72.00	\$ 85.00	\$384.00
30	\$ 40.00	\$ 42.00	\$ 50.00	\$145.00
31	\$ 40.00	\$ 42.00	\$ 95.00	\$145.00
32	\$175.00	\$441.00	\$699.00	\$384.00
33	\$ 75.00	\$ 74.00	\$280.00	\$384.00

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



AGENDA ACTION FORM

Apply for Local Parks and Recreation Fund Grant through the State of Tennessee Department of Environment and Conservation

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

Action Form No.: AF-22-2018
Work Session: March 5, 2018
First Reading: N/A

Final Adoption: March 6, 2018
Staff Work By: Kitty Frazier
Presentation By: Chris McCartt

Recommendation:

Approve the Resolution.

Executive Summary:

Parks and Recreation wishes to apply for a Local Parks and Recreation Fund Grant (LPRF), through the State of Tennessee Department of Environment and Conservation, to make improvements at Borden Park and Preston Forest Park. The improvements will focus on lighting at Borden Park and parking/trail/ADA access at Preston Forest Park. LPRF grants require a 50/50 funding match. The grant application maximum amount is \$500,000 and CIP funds are designated in 2019 and 2020 budgets to provide the necessary match. The grant application requires a letter from the Mayor and resolution from the City acknowledging: Match assurance, the source of the applicant match; that the property deeds where the grant project will occur will be registered with a Notice of Limitation of use; that the project will be completed within 2 years of the project contract date; if selected for funding the project will meet all Federal/State/local regulations and requirements (including ADA). The grant application also requires the mayor's signature on project boundary maps for the project areas.

Attachments:

1. Resolution

Funding source appropriate and funds are available: 

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A LOCAL PARKS AND RECREATION FUND GRANT THROUGH THE STATE OF TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION

WHEREAS, the city would like to apply for a Local Parks and Recreation Fund Grant through the Tennessee Department of Environment and Conservation, which will provide funds to make improvements at Borden Park and Preston Forest Park; and

WHEREAS, the maximum amount of the grant award is \$500,000.00, and the grant requires a fifty/fifty (50/50) match, which is available in 2019 and 2020 CIP budgets;

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized and directed to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to apply for and receive a Local Parks and Recreation Fund Grant through the Tennessee Environment and Conservation for improvements at Borden Park and Preston Forest Park, which will require a fifty/fifty (50/50) match.

SECTION II. That the mayor is authorized and directed to execute any and all documents necessary and proper to demonstrate the city's compliance with the grant requirements or its provisions; all project boundary maps for the project areas; Notice of Limitation of Use documents for the property where the grant project will occur so that such can be properly recorded with the Register of Deeds; and all other documents and instruments necessary and proper to effectuate the purpose of the grant or this resolution.

SECTION III. That the grant requires completion of the project within two years of the project contract date, and the city manager is directed to complete the project within the two year time limit.

SECTION IV. That the project is required to meet all federal, state, and local regulations and requirements, including the Americans With Disabilities Act, and the city manager is directed to complete the project in accordance with all such requirements and regulations.

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 public.

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

ADOPTED this the 6th day of March, 2018.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Authorizing the Mayor to Execute a Memorandum of Understanding and to Enter into a Lease Agreement for 118 Shelby Street with Engage Kingsport for the Purpose of Establishing a Product Creation Center

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

Action Form No.: AF-36-2018
 Work Session: March 5, 2018
 First Reading: N/A

Final Adoption: March 6, 2018
 Staff Work By: Tully/McCartt
 Presentation By: Chris McCartt

Recommendation:

Approve the Resolution.

Executive Summary:

The One Kingsport Summit Advisory Committee presented the top 5 projects to the BMA earlier this year. From that meeting the consensus of the BMA was to proceed with the recommendation presented by Engage Kingsport for the establishment and oversight of a Product Creation Center, which would be housed in City owned property located at 118 Shelby Street. Lynn Tully and Bonnie Macdonald have worked over the last two months to finalize the memorandum of understanding, funding and lease terms necessary to bring this initiative to fruition.

The City of Kingsport will pay Engage Kingsport \$519,000 over the term of the agreement with funding coming from One Kingsport. Funding will cover the initial renovation of 118 Shelby Street as well as the ongoing operations of the Product Creation Center.

Attachments:

1. Resolution

Funding source appropriate and funds are available: *JF*

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT WITH ENGAGE KINGSPORT AND A LEASE AGREEMENT WITH ENGAGE KINGSPORT FOR 118 SHELBY STREET FOR THE PURPOSE OF ESTABLISHING A PRODUCT CREATION CENTER AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENTS AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENTS

WHEREAS, Engage Kingsport want to establish and operate a Product Creation Center (Center); and

WHEREAS, the Center would be located on city property at 118 Shelby Street; and

WHEREAS, the city will enter into a lease with Engage Kingsport for the property for the initial term of one year for Engage Kingsport to renovate the building, and operate the Center at an estimated cost of \$519,000.00 and the funds are part of the OneKingsport projects;

WHEREAS, the Center will provide recreational and educational opportunities to its citizens; and

WHEREAS, ENGAGE KINGSPORT is a not-for-profit agency as defined by Tennessee Code Annotated §§ 6-54-111 and 48-51-101 et seq., and is eligible to receive funds for the purpose contained herein; and

WHEREAS, to establish the Center, the parties will enter into an agreement setting out the terms of the renovation for the Center, and its operation once renovations are complete.

Now therefore,

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

SECTION I. That an agreement as generally set out below with Engage Kingsport 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 Engage Kingsport and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the Agreement or this resolution, said Agreement being as follows:

**AGREEMENT BETWEEN
THE CITY OF KINGSPORT, TENNESSEE
AND
ENGAGE KINGSPORT**

THIS AGREEMENT made and entered into as of the ____ day of March, 2018, by the City of Kingsport, hereinafter called "CITY", and Engage Kingsport, hereinafter called "ENGAGE KINGSPORT".

W I T N E S S E T H:

WHEREAS, ENGAGE KINGSPORT is a not-for-profit agency as defined by Tennessee Code Annotated §§ 6-54-111 and 48-51-101 et seq., and is eligible to receive funds for the purpose contained herein; and

WHEREAS, CITY is authorized by Tennessee Code Annotated § 6-54-111 et seq., and the official compilation of the Rules and Regulations of the State of Tennessee, Rules of the Comptroller of the Treasury, Division of Special Audit, chapter 0380-3-7, relating to Standard Procedures for Appropriating and Disbursing Municipal Funds to Non-Profit Charitable Organizations, to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, the parties desire to work together in the common effort to, among other things provide recreational and educational opportunities for its citizens and to enhance current efforts and to actively recruit entrepreneurs and makers to Kingsport; and

WHEREAS, ENGAGE KINGSPORT will operate the facility and represents it has the authority to operate such facility under its tax exemption; and

WHEREAS, the parties desire to set forth the responsibilities and obligations of the parties in this effort and the terms and conditions with respect to the use of funds provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

SECTION 1. PURPOSE OF AGREEMENT.

The purpose of the agreement is to state the terms and conditions upon which financial assistance will be provided by CITY, the manner in which the project will be carried out by ENGAGE KINGSPORT, and responsibilities of each party.

SECTION 2 DESCRIPTION OF PROJECT.

The Product Creation Center (hereinafter called "Center") will serve multiple roles within the community, including, a space for product design and creation, with affordable access to advanced equipment to innovate, fabricate, and replicate prototypes. The Center will serve as a makerspace, providing members of our community with access to tools and resources to hone their crafts and learn new ones, a hackerspace focused on microcontrollers, network infrastructure, hardware, computing, and technology, will promote recreational and educational opportunities, entrepreneurship and economic development, by creating an environment to generate jobs at the individual level, complementing established groups such as AccelNow/HBDC, KOSBE, and Sync Space. For RCAM, D-B Excel, and STREAMWORKS students graduates, and other citizens, the Center will provide workspace to improve and expand their learning and skills. The Center will be open to the public by membership for daily or monthly use providing access to machinery used in making of products. Machinery is projected to include all aspects of creation from computer design to hand-built pottery, fabric manipulation, wood working and more advanced machinery such as laser cutter, cnc router and 3-d printing. Educational and recreational classes will be held regularly to familiarize participants with the equipment and provide guided use to create a product. Memberships will allow for more extended use of the facility for those working on larger projects or proto-types for entrepreneurial efforts and subsequently contribute to the economic development of the city. The Center will work with RCAM, Streamworks, D-B Excel, and other educational institutions to provide education and access to machinery and tools for students of those programs.

SECTION 3. TERM.

The term for this Agreement is from March ____, 2018, to June 30, 2022, subject to termination as provided in Section 11, Termination for Convenience.

SECTION 4. SCOPE OF WORK.

A. ENGAGE KINGSPORT will renovate and repair the building at 118 Shelby Street, Kingsport, Tennessee for use as the Center. ENGAGE KINGSPORT will not permit any lien to be filed against the property. Final completion of the renovations and a Certificate of Occupancy issued within one year of the date of commencement which is ____, 2018.

B. ENGAGE KINGSPORT will establish, furnish, and operate the Center in the renovated building.

C. In renovating the building and acquiring equipment for the project, ENGAGE KINGSPORT will follow CITY's competitive bidding process. In renovating the building, ENGAGE KINGSPORT will contract with an architect for the design and plan for the renovation and will require any contractor renovating the building to provide payment and performance bonds in the amount of 100 percent the construction contract price that protects ENGAGE KINGSPORT and CITY, and such renovation will comply with all applicable code requirements and the Americans with Disabilities Act requirements.

D. ENGAGE KINGSPORT agrees to:

(1) pay promptly when due the entire cost of any work done by it upon the Premises so the Premises at all times shall be free of liens for labor and materials; and

- (2) that in doing such work that it shall employ materials of good quality and comply with all governmental requirements, and perform such work in a good and workmanlike manner; and
(3) procure all necessary permits for making any repairs, alterations, or other improvements, when applicable.

SECTION 5. MONITORING AND REPORTING REQUIREMENTS.

ENGAGE KINGSPORT will submit to the Board of Mayor and Alderman a bi-annual report setting out how funds allocated by CITY to ENGAGE KINGSPORT assist in carrying out the purpose of the project as described under the terms of this agreement.

SECTION 6. COMPENSATION.

A. Subject to appropriation by the board of mayor and alderman in its sole discretion and the right of termination in Section 11, Termination for Convenience, during the term of this Agreement CITY will pay ENGAGE KINGSPORT for services provided as described in Section 4, Scope of Work, an amount not to exceed FIVE HUNDRED NINETEEN THOUSAND DOLLARS (\$519,000.00) as follows:

\$279,000 will be paid to ENGAGE KINGSPORT upon the proper execution of this Agreement by all parties.

\$90,000 will be paid to ENGAGE KINGSPORT on July 15, 2018.

\$75,000 will be paid to ENGAGE KINGSPORT on July 15, 2019.

\$50,000 will be paid to ENGAGE KINGSPORT on July 15, 2020.

\$25,000 will be paid to ENGAGE KINGSPORT on July 15, 2021.

B. ENGAGE KINGSPORT will not use the funds for any other purpose.

C. ENGAGE KINGSPORT will submit a report to the CITY showing the actual net operating costs incurred on a bi-annual basis using forms and procedures specified by CITY. Notwithstanding anything contained in this agreement to the contrary, CITY will not pay ENGAGE KINGSPORT more than the actual net operating costs

D. CITY will review bi-annual reports; however, reimbursement of any cost pursuant to this Section will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.

SECTION 7. AUDITS AND ACCOUNTING.

A. Prior to receiving funds pursuant to this Agreement, ENGAGE KINGSPORT must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:

1. Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;
2. A description of the program that serves the residents of the municipality; and
3. The proposed use of the municipal assistance.

The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office. Financial reports shall be available to fiscal officers of CITY and shall be subject to audit under T.C.A. § 6-56-105. ENGAGE KINGSPORT will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of ENGAGE KINGSPORT with regard to the project. Such records will be retained for this purpose for a period of not less than three years.

4. ENGAGE KINGSPORT will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. ENGAGE KINGSPORT further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State.

SECTION 8. ASSIGNMENT.

ENGAGE KINGSPORT will not assign or subcontract any portion of this Agreement without the prior written approval of CITY. ENGAGE KINGSPORT will not assign any rights to funds provided herein without the prior written authorization of CITY.

SECTION 9. CHANGED CONDITIONS AFFECTING PERFORMANCE.

ENGAGE KINGSPORT will immediately notify CITY of any change in conditions or of any other event that may significantly affect its ability to perform the project in accordance with the provisions of this Agreement.

SECTION 10. STAFFING.

A. ENGAGE KINGSPORT will pay its employees under this Agreement at least the Federal Minimum Wage.

B. In carrying out the work of this Agreement, ENGAGE KINGSPORT will not discriminate against any employee or applicant for employment because of race, color, religion, creed, gender, national origin, age, disability or any other legally protected status.

SECTION 11. TERMINATION FOR CONVENIENCE

This Agreement may be terminated by either party for its convenience by giving written notice to the other party at least 30 days before the effective date of such termination. In the event of such termination, ENGAGE KINGSPORT will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed FIVE HUNDRED NINETEEN THOUSAND DOLLARS (\$519,000.00).

SECTION 12. EXTENSION OF AGREEMENT.

The parties may extend this Agreement for subsequent years subject to any applicable negotiated changes.

SECTION 13. OPERATING INFORMATION.

The parties agree to respond to inquiries made by designated representatives of the parties or their designees in a timely fashion. CITY designates the Assistant City Manager for Administration as its representative for this Agreement. ENGAGE KINGSPORT designates the President as its representative for this Agreement. ENGAGE KINGSPORT will provide any relevant information requested by CITY concerning the program of ENGAGE KINGSPORT, including, but not limited to contracts for third party financial arrangements, annual financial statements, and audit reports, schedules and fees.

SECTION 14. ASSURANCES.

ENGAGE KINGSPORT hereby assures CITY that ENGAGE KINGSPORT is legally entitled to funds from CITY.

SECTION 15. INDEPENDENT CONTRACTOR.

ENGAGE KINGSPORT's relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. ENGAGE KINGSPORT is not the agent of CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither ENGAGE KINGSPORT nor its employees will, under any circumstances, be considered servants, agents, partners, or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by ENGAGE KINGSPORT, or its employees or agents.

SECTION 16. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.

ENGAGE KINGSPORT will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:

a. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with ENGAGE KINGSPORT'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of ENGAGE KINGSPORT and third persons.

b. Any and all Federal, State, and Local taxes, charges, fees, or contributions required to be paid with respect to ENGAGE KINGSPORT and its officers, employees, and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the parties have set their hand to this Agreement in duplicate originals effective the date first above written.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

SECTION IV. That a Lease Agreement generally as set out below with Engage Kingsport, is approved.

SECTION V. 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 Lease Agreement generally as set out below with Engage Kingsport for property located at 118 Shelby Street and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the Lease or this resolution, said Lease being as follows:

LEASE AGREEMENT

THIS LEASE made and entered into as of this _____ day of _____, 2018, by and between the City of Kingsport, a municipal corporation (herein called "Landlord"), and the Engage Kingsport, Inc., a 501(c)(3) Tennessee non-profit corporation (herein called "Tenant").

RECITALS:

WHEREAS, Tenant has provided hundreds of hours of volunteer work to create a Product Development Center (hereinafter called "Center"), commonly known as a maker's space, in the building owned by the Landlord at 118 Shelby Street, Kingsport Tennessee; and

WHEREAS, Landlord owns said property at 118 Shelby Street, Kingsport Tennessee, property upon which to locate the Center for the enjoyment of the public; and

WHEREAS, Tenant represents it is a nonprofit charitable organization providing year round services benefiting the general welfare of the residents of the city and pursuant to T.C.A. § 6-54-111 is eligible to receive financial assistance from Landlord; and

WHEREAS, Tenant wants to renovate this building on the parcel of property to house the Center; and

WHEREAS, upon completion of the renovation of the building, it will continue to belong to Landlord, NOW THEREFORE the parties agree as follows:

WITNESSETH:

THAT, in consideration of the premises and the mutual covenants and agreements herein contained and other good and valuable consideration, the parties do hereby agree as follows:

1. Premises. Landlord does hereby lease to Tenant and Tenant leases from Landlord real property (herein called "Premises") described as follows:

BEGINNING at a point in the westerly line of Shelby Street a distance of 175.2 feet from its intersection with the northerly line of Main Street; thence continuing northerly with the westerly line of Shelby Street 35 feet to corner of Lot #2; thence westerly with the divisional line of Lots 1 and 2, 138.75 feet to the easterly line of a 20-foot alley; thence southerly with the easterly line of the 20-foot alley 35 feet to a point in line of Lot 31; thence easterly on a line parallel with divisional line of Lots 1 and 31, 138.75 feet to the point of BEGINNING, containing 4,856 square feet, more or less.

Being a part of the property conveyed the City of Kingsport by deed from Landmark America, II, Inc. dated August 15, 2007, and recorded in deed book 2584C, Page 707 in the Register of Deeds for Sullivan County, Tennessee at Blountville. The property is also shown as Parcel No. 1 in a deed from C. Ballard Scarce, Jr., Successor Trustee to Landmark America II, Inc. dated June 27, 2007, and recorded in deed book 2561C, Page 535 in the Register of Deeds for Sullivan County, Tennessee at Blountville.

Said Premises is located in the City of Kingsport, Sullivan County, Tennessee.

This Lease is subject to the terms, covenants and conditions herein set forth, and Tenant covenants as a material part of the consideration for this Lease to keep and perform each and all of said terms, covenants and conditions.

2. Term. The initial term of this Lease shall be for the period of time needed to renovate the Premises but in no event longer than one (1) year from the commencement date of _____, 2018. The initial term will end one year from the commencement date or upon final completion and receipt of a Certificate of Occupancy for the building, whichever occurs first. the term of this Lease may be renewed for a one year term for a maximum of nine renewals following the initial term of this Lease. This Lease will be automatically renewed for three consecutive renewal terms of one (1) year each without any further instrument unless a party provides written notice of termination to the other party at least thirty (30) days prior to the expiration of the initial or a renewal term, provided the Lease is not terminated for other reasons stated herein.

2.2 After the initial term of the Lease either party may at any time terminate this Lease without cause and for such party's convenience and such termination shall not be deemed a breach of this Lease. The party exercising this termination for convenience shall give the other party thirty (30) days written notice prior to the effective date of the termination. As a result of a termination of the Lease the nonterminating party shall have no right to any damages, however characterized or incurred, including actual, general, special, incidental, consequential, or other damages. If Tenant, for any reason and without exception, ceases or fails to operate the Center on the property this Lease shall immediately and automatically terminate, and Tenant shall not be entitled to any damages from Landlord for such termination.

2.3 Tenant shall not allow the Premises to be open to the public until the improvements are fully completed to the satisfaction of Landlord. Landlord may, in its sole discretion and for any reason, including aesthetics, reject proposed improvements, and Tenant shall be obligated to install improvement satisfactory to Landlord. Upon the final completion and receipt of a Certificate of Occupancy for the building or the expiration of time set out herein, the Premises and the building and any improvements on the property will be the sole property of Landlord.

2.4 It is intended that the building will be used solely to house the Center after renovations are completed. Any improvement made to the Premises by Tenant shall belong solely to the Landlord, including upon termination of the Lease for any reason.

2.5 At the expiration or earlier termination of this Lease, Tenant shall, at Tenant's expense, remove all of Tenant's personal property, and repair all injury done by or in connection with the installation or removal of said property, and surrender the Premises, broom clean and in as good condition as it was at the beginning of the Term, reasonable wear and tear excepted. All property of Tenant remaining on the Premises after the expiration or earlier termination of this Lease shall be conclusively deemed abandoned and at Landlord's option, may be retained by Landlord, or may be removed and disposed of by Landlord in any manner it sees fit in its sole discretion, and Tenant shall reimburse Landlord for the cost of such removal and disposal. Landlord may have any such property stored at Tenant's risk and expense.

3. Use. Tenant shall use the Premises exclusively for the creation and operation of the Center in accordance with the agreement between the parties providing funds for the renovation and operation of the Center and the renderings and plans drawn by an architect for Tenant and approved for construction by the Kingsport Building Official and Landlord and for no other purposes. Tenant shall further conduct its business and control its agents, employees, invitees, and visitors in such a manner so as not to create any nuisance, or interfere with, annoy or disturb any owner or tenant of adjacent property.

3.1 Tenant shall repair and maintain the Premises, in good order, condition, and repair (including any such replacement and restoration as is required for that purpose) without limitation, interior and exterior painting, all plate glass, windows, doors, hardware, plumbing lines and fixtures, gas pipes, electric wiring, electric fixtures and equipment, light fixtures, bulbs & ballasts, heating, ventilating, and air conditioning systems, walls, floors, floor coverings, ceilings and all machinery, equipment and facilities forming a part of any improvements to the Premises. Should Tenant fail to make any repairs or restoration for which Tenant is responsible under this Lease, Landlord may, but shall not be obligated to, make same at Tenant's expense, and the cost thereof shall be considered additional rent due hereunder payable immediately.

3.2 Tenant shall pay for all utilities needed or used on the Premises, including gas, electric, light, water, sewer charges, and stormwater, along with private garbage service incurred during the term of this Lease or for any holdover period.

3.3 Tenant shall be responsible for its own telephone and information technology services and installation of telephone and information technology equipment in the Premises.

4. Equipment. Tenant shall be responsible for all maintenance and repair of its equipment or its agents and contractors equipment stored, maintained, used, installed, or operated on the Premises. Landlord shall not be responsible for any damage to or theft of any equipment stored, maintained, used, installed, or operated by Tenant, its agents and contractors upon the Premises during the construction or use of the building.

5. Rent. Tenant agrees to pay to Landlord as rent, without notice or demand, One and NO/100 (\$1.00) dollars per year payable annually beginning thirty (30) days from the date of execution of the Lease.

5.1 All rentals payable by Tenant to Landlord under this Lease shall be paid to Landlord at the office of Landlord herein designated by it for notices or to such other place as Landlord may designate in writing to Tenant at least ten (10) days before such rental payment.

5.2 Tenant shall promptly pay all rentals herein prescribed when and as the same shall become due and payable.

5.3 If Landlord shall pay any monies or incur any expenses to cure any default of Tenant hereunder, the amounts so paid or incurred shall, at Landlord's option, and on notice to Tenant, be considered additional rentals, payable by Tenant with the first installment of rental thereafter becoming due and payable, and may be collected or enforced as by law provided in respect of rentals.

6. Uses Prohibited. Tenant shall not do or permit anything to be done in or about the Premises or bring or keep anything therein that is not within the permitted use of the Premises or the zoning designation of the Premises or that cause a cancellation of any insurance policy covering said Premises or any part thereof, or any of its contents. Tenant shall not do or permit anything to be done in or about the Premises that will in any way obstruct or interfere with the rights of Landlord's use of the remainder of its property surrounding the Premises, or use or allow the Premises to be used for any unlawful purpose. Tenant shall not create or maintain, or permit others to create or maintain, any nuisance, public or private, including, without limiting the foregoing, language, excessively loud noises, sound effects, offensive odors, offensive smoke or dust in or about the Premises or do any act or fail to do any act which constitutes waste, and Tenant, at its own expense, shall keep the Premises clean, neat and free from all trash and rubbish. All materials and inventory shall be kept inside the building or screened from public view by a method approved by the Landlord.

7. Compliance with Law. Tenant shall not use the Premises, or permit anything to be done in or about the Premises, that will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or that shall hereafter be enacted or promulgated. Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or that may hereafter be in force, relating to or affecting the condition, use or occupancy of the Premises. The judgment or any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord be a party thereto or not, that Tenant has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between Landlord and Tenant. Tenant shall indemnify, defend and hold Landlord harmless from and against any loss, cost, damage or expense, including, without limitation, attorneys' fees and costs of site investigation and clean up, incurred by or imposed upon Landlord as a result of the breach by Tenant of its obligations in this Lease.

8. Alterations. Tenant shall make alterations, additions, improvements, and other changes to the Premises, as defined by the scope of the plans approved by Landlord, without additional approval of the Board of Mayor and Aldermen of Landlord. Any alterations, additions or improvements to the Premises by Tenant, shall be made: (a) by Tenant at Tenant's sole cost and expense; (b) in a good, workmanlike, first-class and prompt manner; and (c) in accordance with all applicable legal requirements and the requirements of any insurance company insuring the Premises.

9. Surrendered Premises. By entry hereunder, Tenant shall be deemed to have accepted the Premises as being in poor, unsanitary order, condition, and repair. Tenant shall, upon the expiration or sooner termination of this Lease, surrender the Premises to Landlord in good condition, reasonable wear and tear excepted. Any damage to adjacent premises caused by Tenant's use of the Premises shall be repaired at the sole cost and expense of Tenant.

10. Liens. Tenant shall keep the Premises and improvements thereon free from any liens arising out of any work performed, materials furnished, or obligations incurred by or on behalf of Tenant.

11. Assignment and Subletting. Tenant shall not voluntarily, or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, and shall not sublet the Premises or any part thereof, or any right or privilege appurtenant thereto, or allow any other person (employees, agents, servants, member, groups and invitees of Tenant excepted) to occupy or use the said Premises, or any portion thereof, without first obtaining the written consent of Landlord. Landlord may refuse to give consent and this decision shall be at Landlord's sole and absolute discretion. Consent to one assignment, subletting, occupation or use to any other person shall not be deemed to be consent to any subsequent assignment, subletting, occupation or use by another person. Consent to any such assignment or subletting shall in no way relieve Tenant of any liability under this Lease. Any such assignment or subletting without such consent shall be void, and shall, at the option of Landlord, constitute a default under the terms of this Lease. It is anticipated that individuals will be members of the Center for a fee and such membership will not be considered a subletting, if, and only if, such membership provides that the membership terminates upon the expiration or termination of this Lease for any reason.

12. Hazardous Substances. The term Hazardous Substances, as used in this Lease, shall mean pollutants, contaminants, toxic or hazardous wastes or any other substances the use and/or the removal of which is restricted, prohibited or penalized by any Environmental Law, which term shall mean any federal, state, or local law, ordinance or other statute of a governmental authority relating to pollution or protection of the environment. Tenant hereby agrees that: (a) no activity will be conducted on the Premises that will produce any Hazardous Substance; (b) the Premises will not be

used in any manner for the storage of any Hazardous Substances; (c) Tenant will not allow any surface or subsurface conditions to exist or come into existence that constitute or with the passage of time may constitute a public or private nuisance; and (d) Tenant will not permit any Hazardous Substances to be brought onto the Premises, and if so brought or found located thereon, the same shall be immediately removed with proper disposal and all required cleanup procedures shall be diligently undertaken pursuant to all Environmental Laws.

13. Hold Harmless. Tenant shall indemnify and hold harmless Landlord against and from any and all claims arising from Tenant's use of the Premises or from the conduct of its business and from any activity, work, or other things done, permitted or suffered by Tenant in or about the Premises, and shall further indemnify and hold harmless Landlord against and from any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act or negligence of Tenant, or any officer, agent, employee, guest, or invitee of Tenant, and from all costs, attorneys' fees and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon. In case any action or proceeding is brought against Landlord by reason of such claim, Tenant, upon notice from Landlord, shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises, from any cause; and Tenant hereby waives all claims in respect thereof against Landlord. Tenant shall give prompt notice to Landlord in case of casualty or accidents on the Premises. Any goods, property or personal effects stored or placed by Tenant, its employees or agents, in or about the Premises shall be at the sole risk of Tenant, and Landlord shall not in any manner be held responsible therefore. The provisions of this paragraph shall survive the expiration or termination of this Lease for any reason.

14. Liability Insurance. Tenant shall, at Tenant's expense, obtain and keep in force during the term of this Lease a policy of broad form comprehensive general public liability insurance insuring Landlord and Tenant against any liability arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be in the amount of not less than one million (\$1,000,000) dollars on account of bodily injuries to or death of one person; \$2,000,000.00 on account of bodily injuries to or death of more than one person as the result of any one accident or disaster; and property damage insurance with minimum limits of \$100,000.00. The limit of any such insurance shall not, however, limit the liability of Tenant hereunder. Insurance required hereunder shall: (a) be in companies acceptable to Landlord; (b) shall name Landlord as a named insured on all such policies; and (c) contain an endorsement prohibiting cancellation, failure to renew, reduction of amount of insurance or change in coverage without the insurers first giving Landlord thirty (30) days' prior written notice of such proposed action. Tenant shall deliver to Landlord a duplicate original of each such policy, including all endorsements, together with a receipt evidencing payment of the premium for such insurance on or before the commencement date of this Lease and at least annually thereafter. Any failure, or non-coverage, by such policy shall not affect the indemnity or hold harmless provisions of this Lease. Duplicate policies of all such insurance shall be delivered to Landlord not less than ten (10) days prior to each effective date.

15. Loss of Use of Premises by Fire or Casualty. If at any time the Premises become totally untenantable by reason of damage or loss by fire or other casualty and such fire, flood or other casualty shall not have been caused by the negligence or wrongful act or omission of Tenant, Tenant's servants, agents, licensees, or invitees, the rent shall abate until the Premises shall have been restored to tenantable condition, but nothing herein is to be construed as requiring Landlord to restore or rebuild the Premises. If the Premises are so damaged, but not to the extent that they are totally untenantable, Tenant shall continue to occupy the tenantable portion thereof, and the rent shall abate in proportion to the untenantable portion of the Premises. In the event of a loss from fire or other casualty, Landlord shall have an election not to rebuild or recondition the Premises, which such election may be exercised by written notice thereof to Tenant, given within thirty (30) days from the date of such casualty. If Landlord exercises such election, this Lease shall cease and terminate, effective on the date of such loss, and Landlord shall not be required to repay any rent paid by Tenant to Landlord, as it is a nominal rent payment. Upon such termination this Lease shall terminate, with no further obligation on the part of either party hereto for matters thereafter accruing, except the Tenant's obligation to indemnify Landlord as set out in this Lease or any other Agreement between the parties, even though the building may at a later date be rebuilt, restored or reconditioned. No damage or destruction shall allow Tenant to surrender possession of the Premises, nor affect Tenant's liability for the payment of rent, except as may be specifically provided in this Lease.

16. Contractors and Architects. Nothing in the Lease shall be construed to release any contractor or architect for liability for any defect in design or construction of the renovations to the building contemplated herein, nor shall it be construed to relieve a contractor or architect from liability for such defects or to any third party and if it is so used or construed, it will be null and void.

17. Entry by Landlord. Landlord reserves, and shall at any and all times have, the right to enter the Premises to inspect the same as Landlord may deem necessary or desirable, and Landlord shall have the right to use any and all means which Landlord may deem proper to enter said Premises in an emergency without liability to Tenant.

18. No Waiver. The failure of Landlord or Tenant to insist upon a strict performance of any term or condition of this Lease shall not be deemed a waiver of any right or remedy that Landlord or Tenant may have and shall not be deemed a waiver of any subsequent breach of such term or condition.

19. Landlord-Tenant Relationship. It is expressly agreed and understood that Landlord shall not be construed or held to be a partner or associate of Tenant in the conduct of its business, it being expressly understood and agreed that the sole relationship between the parties hereto is that of landlord and tenant.

20. Notices. All notices and other communications to be given hereunder by either party shall be in writing and shall be delivered personally or mailed by certified United States mail, postage prepaid, return receipt requested, to the other party (and the date of any notice by certified mail shall be deemed to be the date of certification thereof) delivered or addressed to the parties as follows:

Landlord:	City Manager City of Kingsport 225 West Center Street Kingsport, Tennessee 37660
Tenant:	Engage Kingsport 1200 East Center Street Suite 224 Kingsport, Tennessee 37660-4958

or at such other address as either party may later designate in writing.

21. Entire Agreement. The entire agreement between the parties hereto is contained in this instrument and it is expressly agreed that no obligation of Landlord or Tenant shall be implied in addition to those herein expressly contained. Any amendment to this Lease must be in writing signed by the parties hereto in order to be binding.

22. Binding Effect. The terms and provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto and to their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto executed this Lease in duplicate originals on the day and date first above written.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 6th day of March, 2018.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Award the Bid for Dobyys-Bennett High School Track Upgrades to Baseline Sports Construction, LLC

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

Action Form No.: AF-37-2018
 Work Session: March 5, 2018
 First Reading: N/A

Final Adoption: March 6, 2018
 Staff Work By: Committee
 Presentation By: David Frye

Recommendation:

Approve the Resolution.

Executive Summary:

City of Kingsport for its Kingsport City Schools opened bids on January 25, 2018 for the Dobyys-Bennett Track Upgrades project. The advertisement for the Invitation to Bid was published in the Kingsport Times News and the City of Kingsport website on Wednesday, January 10, 2018. Three bids were received which included pricing for three alternates and ranged from \$866,932 to \$919,394. The low bid was received from Baseline Sports Construction, LLC. with a base bid of \$866,932, Alternate one - \$33,450 (replace the fence along the front stretch of the track), Alternate two - \$31,000 (Two new long jump pits) and Alternate three - \$149,380 (add track material to part of the infield, to allow for (2) high jump pits). Kingsport City Schools recommends accepting alternates one and two, but not alternate three.

The Board of Education approved the recommendation to award the bid to Baseline Sports Construction, Inc. on February 8, 2018. It is recommended that the Board of Mayor and Aldermen approve the resolution to award the bid for the Dobyys-Bennett Track Upgrades Project to Baseline Sports Construction, Inc. in the amount of \$931,382 and establish a 6% contingency of \$55,883.

Attachments:

1. Resolution
2. Bid Tab
3. Recommendation Letter

Funding source appropriate and funds are available: *JS*

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

RESOLUTION NO. _____

A RESOLUTION AWARDING THE BID FOR THE DOBYNS BENNETT HIGH SCHOOL TRACK UPGRADES TO BASELINE SPORTS CONSTRUCTION, LLC AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, bids were opened January 25, 2018, for the Dobyys Bennett Track Upgrades project; and

WHEREAS, upon review of the bids, the board finds Baseline Sports Construction, LLC is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to enter into a contract for the upgrades to the existing track at Dobyys Bennett High School with Alternate one - replace the fence along the front stretch of the track, and Alternate two- two new long jump pits, from Baseline Sports Construction, LLC at an estimated construction cost of \$931,382.00; and

WHEREAS, funding is identified in project the Dobyys Bennett Track Upgrades account;

Now therefore,

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

SECTION I. That the bid for the Dobyys Bennett Track Upgrades project, with Alternate one - replace the fence along the front stretch of the track, and Alternate two- two new long jump pits all at an estimated cost of \$931,382.00 is awarded to Baseline Sports Construction, LLC, and the mayor is authorized to execute an agreement for same and all documents necessary and proper to effectuate the purpose of the agreement.

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

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

ADOPTED this the 6th day March, 2018.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES
BID OPENING
January 25, 2018
4:00 P.M.

Present: Brent Morelock, Assistant Procurement Manager; Michelle Ramey, Assistant Procurement Manager – Schools; and Jacob Grieb, Mattern & Craig

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

The Assistant Procurement Manager opened with the following bids:

RE-BID DOBYNS-BENNETT TRACK UPGRADES				
Vendor:	Base Bid:	Alternate 1:	Alternate 2:	Alternate 3:
Hellas Construction, Inc.	\$917,100.00	\$32,125.00	\$45,000.00	\$179,012.50
Beynon Sports Surfaces, Inc.	\$919,394.00	\$35,578.00	\$33,384.00	\$144,741.00
Baseline Sports Construction, LLC	\$866,932.00	\$33,450.00	\$31,000.00	\$149,380.00

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

MEMORANDUM

TO: Board of Mayor and Aldermen

FROM: David J. Frye, Chief Finance Officer

DATE: March 5, 2018

SUBJECT: Dobyys-Bennett Track Replacement

Bids were opened for the replacement of the Dobyys-Bennett track on January 25, 2018. The base bids ranged from \$866,932 to \$919,394. Mr. Jason Snapp of Mattern & Craig has recommended that we accept the low bid of Baseline Sports for the replacement of the Dobyys-Bennett track. He is also recommending that we accept the alternates, as budget allows.

There were three alternates. Alternate one is to replace the fence along the front stretch of the track. Baseline's bid for that work is \$33,450. Alternate two is for 2 new long jump pits. Baseline's bid for that work is \$31,000. Alternate three is to place the track material in part of the infield, which would allow for 2 high jump pits. Baseline's bid for that work is \$149,380. It is recommended that we accept alternates one and two, but not alternate three.

With the approval of budget amendment number three there is funding for this work in the Dobyys-Bennett Track Replacement project.

It is recommended that the Board of Mayor and Aldermen approve the resolution to award the bid for the replacement of the Dobyys-Bennett track to Baseline Sports Construction, LLC. in the amount of \$931,382 and establish a 6% contingency of \$55,883.

Michael S. Agee
Steven A. Campbell
Randy W. Beckner
Bradley C. Craig
Win. Thomas Austin
David P. Wilson
James B. Voso
Randy L. Dodson
Chad M. Thomas



Edwin K. Mattern, Jr. (1949-1982)
Gene R. Cress (1935-2014)
Sam H. McGhee, III (Retired)
Stewart W. Hubbell (Retired)
J. Wayne Craig (Retired)

January 31, 2018

Ms. Michelle Ramey
Procurement Manager
Kingsport City Schools
400 Clinchfield Street, Ste. 200
Kingsport, TN 37660

Re: Doby's Bennett Track Upgrades Rebid – Bid
Tabulation & Recommendation of Award

Comm. No. 3769

Dear Michelle:

Enclosed please find the Bid Tabulation for the above referenced project. Please note that the apparent low bidder is Baseline Sports Construction, LLC, in the amount of \$866,932.00. Additive bid items in the contract documents were in the amounts as follows: Additive Item #1 (\$33,450.00), Additive Item #2 (\$31,000.00), Additive Item #3 (\$149,380.00). We recommend to award the base bid contract to Baseline Sports Construction, LLC, as they are qualified to perform the work. Additive bid items are within a reasonable price range and can be awarded as budget allows and at the City's discretion.

If you have any questions, please feel free to contact me.

Sincerely,
MATTERN & CRAIG

Jason Snapp, P.E.
Project Manager

DJS/djs
Enclosures (1)



AGENDA ACTION FORM

Approve the Area Agency on Aging and Disability Grant for FY18-19

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

Action Form No.: AF-31-2018
 Work Session: March 5, 2018
 First Reading: N/A

Final Adoption: March 6, 2018
 Staff Work By: Shirley Buchanan
 Presentation By: S. Buchanan, C. McCartt

Recommendation:

Approve the Resolution.

Executive Summary:

The First Tennessee Development District's Area Agency on Aging serves as a pass through for funding from the Tennessee Commission on Aging and Disability for Senior Center funding. This funding allows for operational funds for the Kingsport Senior Center. This is federal pass through funding.

The City of Kingsport was approved for FY18-19 in the amount \$32,000. The grant funds are broken down as follows: \$20,000 Senior Center, \$12,000 for Federal Transportation.

Ten percent matching funds are required for each line item. These matching funds are provided in the Kingsport Senior Center operating budget.

Attachments:

1. Resolution

Funding source appropriate and funds are available: *je*

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPROVE THE PASS THROUGH FUNDING FROM THE FIRST TENNESSEE DEVELOPMENT DISTRICT'S AREA AGENCY ON AGING AND DISABILITY GRANT FOR FISCAL YEAR 2018-2019

WHEREAS, the First Tennessee Development District's Area Agency on Aging serves as a pass through for funding from the Tennessee Commission on Aging and Disability for the Kingsport Senior Center; and

WHEREAS, this funding provides operational funds for the Kingsport Senior Center; and

WHEREAS, for the fiscal year of 2018-2019 the City of Kingsport was approved for a grant in the amount of \$32,000.00, which is \$20,000.00 for the Kingsport Senior Center and \$12,000.00 from the federal government for transportation for the Senior Citizens Center; and

WHEREAS, ten percent (10%) matching funds are required for each line item; and

WHEREAS, matching funds are provided in the Kingsport Senior Center operating budget.

Now therefore,

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

SECTION I. That the pass through funding from the First Tennessee Development District from the Tennessee Commission on Aging and Disability in the amount of \$32,000.00, requiring ten percent matching funds, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized and hereby 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, all documents necessary and proper to apply for and receive grant funds from the First Tennessee Development District's Area Agency on Aging in the amount of \$20,000.00, for operational funds for the Kingsport Senior Center, and \$12,000.00 for transportation for the Senior Citizens Center, all requiring ten percent matching funds.

SECTION III. That the mayor is authorized to execute any and all documents including those necessary and proper to demonstrate the city's compliance with the grant requirements or its provisions necessary to effectuate the purpose of the grant or this resolution.

SECTION 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 public.

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

ADOPTED this the 6th day of March, 2018.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY