



## **AGENDA**

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

**Monday, March 6, 2017, 4:30 p.m.  
City Hall, 225 W. Center St., Council Room, 2<sup>nd</sup> Floor**

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

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

Alderman Tommy Olterman  
Alderman Tom C. Parham  
Alderman Tom Segelhorst

#### **Leadership Team**

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

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

1. Call to Order
2. Roll Call
3. Sustainable Paving/Beautification Update – Ryan McReynolds
4. Transportation Project Update – Michael Thompson
5. Projects Status – Jeff Fleming
6. Review of Items on March 7, 2017 Business Meeting Agenda
7. Adjourn

**Next Work Session, Tues., March 21, 2017, 4pm:** Kingsport Area Transit System Update, Borden Park Update, Quarterly Financials, Sales Tax, Wellness Clinic, Safety and Projects Status.

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

# Status Updates on Active Projects sorted by Cost

Estimated Cost	Project Owner	Project Manager	Project Name	Project #	Completion Date	CurrentStatus
\$13,733,749.69	Niki Ensor	Niki Ensor	Raw Water Intake Replacement (1.5 M EDA Grant)	WA1504	5/7/2017	Generator pad complete. Underground electrical duct bank to generator complete. Continue working on electrical inside pump station. Wall rebar for and forms for shaft are 50% complete.
\$7,500,000.00	Ryan McReynolds	Thompson, Michael	SR 347 (Rock Springs Road) [State & MTPO funded]	No City Funds	12/31/2020	Survey underway.
\$6,411,000.00	Chad Austin	Norman Eichmann	Reedy Creek Sewer Trunk Line	SW1400	2/1/2018	Change order for tunnel realignment approved by BMA on 2/21/17. Tunnel work continues on Lynn Garden Dr.
\$4,000,000.00	Chris McCartt	Mason, David	New KATS Transit Center	GP1718	12/31/2017	60% Design documents scheduled for 3/15.
\$3,740,000.00	Niki Ensor	Niki Ensor	West Kingsport Forcemain and Pump Station Improvements	SW1708	6/1/2018	Hazen and Sawyer has completed an internal constructability and hydraulics review. Project meeting set for 3/8/17.
\$3,300,000.00	Michael Thompson	Thompson, Michael	Indian Trail Drive Extension	GP1615	12/31/2017	Preliminary Plans revised alignment approved by staff and consultant released to ROW plan development on 1/20/2017.
\$2,711,000.00	Chris McCartt	Mason, David	Meadowview Renovations	MV1600	4/28/2017	Carpet in the Crockett Amphitheater scheduled to begin 3/2. Main construction to begin 3/11.
\$1,926,364.00	Chad A./Niki E.	Mike Hickman	Colonial Heights Ph IV Sewer & Water	SW1511	9/3/2017	Construction to start on 2" forcemain.
\$1,886,220.00	Chad Austin	Pamela Gilmer	System Wide Water Upgrades FY15 Phase 2	TBD	4/4/2017	Working on Pond Springs Road.
\$1,700,000.00	Michael Thompson	Thompson, Michael	Main Street Rebuild [City & MTPO Funded]	GP1516	4/1/2021	Consultant under contract. Start-up meeting 2/24/17.
\$1,593,370.00	Chad Austin	Mason, David	Water/Wastewater/Stormwater Office	SW1705/ WA1703/S T1708	7/15/2017	Window frames complete, glass ordered. Sheet rock continues.
\$1,500,000.00	Rob Cole	Mason, David	Bays Mountain Dam Rehabilitation	GP1707	12/31/2017	Design agreement with Spoden & Wilson executed. Design underway.
\$1,250,000.00	Niki Ensor	Niki Ensor	Pipe Gallery Improvements	WA1505	3/31/2018	3/10/17 - Meeting set for 60% plans review.
\$1,245,300.00	Chris McCartt	Mason, David	Centennial Park	GP1533	7/3/2017	Utility conduits in neighboring parking lot are in place. Asphalt patching to take place later. Storm drain installation underway.
\$961,140.00	Michael Thompson	Thompson, Michael	Phase 2 Stone Drive (SR 1, US 11W) Sidewalk Improvements from Stonebrook Place Pvt. Dr. to Lynn Garden Drive [95% State Funded 5% City]		8/31/2020	Advertised for Consultant services 2/12/17. RFQ opening 3/14/17.

Estimated Cost	Project Owner	Project Manager	Project Name	Project #	Completion Date	CurrentStatus
\$940,000.00	Kitty Frazier	Clabaugh, Hank	Kingsport Greenbelt - Eastern Extension - Phase 1 [Fed. Grant & City funded]	GP1529	11/1/2017	Notice of proposal acquisition and property sketched mailed to property owners 2/2/17.
\$900,000.00	Chad Austin	Sam Chase	ARC Kingsport Sewer System Upgrade	SW1504	4/29/2017	Waiting on CSX to assign inspection for CSX Crossings. Begin Grouting work Industry Dr. week of March 6th.
\$831,797.00	Niki Ensor	Hank Clabaugh	Colonial Heights SLS	SW1511	9/15/2017	2/7/17 - BMA will vote to award W&O construction contract.
\$697,475.00	Michael Thompson	Thompson, Michael	Stone Drive (SR 1, US 11W) Sidewalk Improvements from Stonebrook Place Pvt. Dr. to American Way [95% State Funded 5% City]	TBD	12/8/2018	Comments received from TDOT from initial submittal 1/18/17. Consultant addressing comments.
\$631,700.00	Ronnie Hammonds	Elsa, Tim	Wilcox Sidewalk Phase 5 [State & MTPO funded]	MPO15D	7/31/2017	Advertise for bid 2/12/17; Bid opening 3/14/17
\$600,000.00	Kitty Frazier	Mason, David	Riverbend Park	GP1512	1/31/2018	Negotiating an agreement with Barge Wagoner Sumner & Cannon for master planning.
\$573,406.80	Chad Austin	Hank Clabaugh	Miscellaneous Annexation Utility Improvements		4/30/2017	Current work is water line installation along Mitchell Road and Pickens Road.
\$541,072.00	Michael Thompson	Clabaugh, Hank	Enterprise Place Roadway Improvements	GP1611	6/6/2017	Current work is asphalt demolition, final grading, and conduit installation.
\$400,000.00	Michael Thompson	Thompson, Michael	Signalization of the SR 126 (Memorial Blvd. at Island Road Intersection [State & MTPO Funded])	MPO15A	9/30/2019	Received TDOT comments on bid book 2/23/17. They are minor in nature and we expect to resubmit by 2/28/17.
\$300,000.00	Kitty Frazier	Mason, David	Borden Park Improvements Phase 1	GP1510	5/31/2017	Pre-Bid Meeting 2/16/17, Bid Opening 3/8/17.
\$250,000.00	Chad Austin		Border Region Area 3 Water Upgrades		2/17/2020	Design to start 1/1/19. Will be included with sewer upgrades to Border Regions Area.
\$221,800.00	Tim Elsa	Elsa, Tim	Lynn Garden Signal System [MTPO & City funded]	MPO15C	1/31/2018	Utility review meeting with Charter, AEP, and CenturyLink on 2/2/17. Finalizing utility review and updating plans. Right of way meeting with TDOT on 2/3/17.
\$200,000.00	Kitty Frazier	Mason, David	J. Fred Johnson Park	GP1629	11/1/2017	Requested quote for abatement. Demo to begin after Fun Fest.
\$194,400.00	Morris Baker	Mason, David	Library Children's Area	GP1400	7/6/2017	Wall framing and rough-in underway.
\$175,000.00	Rob Cole	Mason, David	Bays Mountain - Pavillion at Lily Pad Cove	GP1707	5/1/2017	Design agreement executed
\$120,000.00	Bloomingtondale Utility District	Chad Austin	Rolling Dr Annexation - Waterline Upgrade	GP1721	4/1/2017	Construction is 75% complete. Planned completion by the end of March.
\$90,000.00	Kitty Frazier	Clabaugh, Hank	Reedy Creek Terrace Bridge	ST1503	6/30/2017	Advertisement for bids will be finalized after the property donation documents are completed.
\$50,000.00	Chad Austin	Chris Alley	Camp Bays Mountain Annexation		4/30/2017	Submitted to TDEC for approval.

Estimated Cost	Project Owner	Project Manager	Project Name	Project #	Completion Date	CurrentStatus
		Niki Ensor	Five Year Tank Inspections 2018			Include for budget.
		Niki Ensor	Tri-County Tank Replacement Project			Budget for tank. Hire Engineering for design and inspection.
	Chad Austin	Chris Alley	SR 93- Horse Creek/Derby Drive Section (TDOT)			Utility coordination meeting scheduled for March 28
	Chad Austin	Chris Alley	SR 93- Fall Branch section (TDOT)			Utility coordination meeting scheduled for March 28
	Chad Austin	Mike Hickman	Colonial Heights Ph V Sewer & Water	SW1512/ WA1404	11/15/2017	Prebid meeting 3/8/17
	Chad Austin	Pamela Gilmer	Pendragon Sidewalk & Water Improvement		7/1/2018	Survey & design underway.
	Kitty Frazier	Clabaugh, Hank	Buffalo Grasslands Boardwalk/Greenbelt Connector		12/31/2017	Final construction documents expected in early March.
	Streets and Sanitation	Clabaugh, Hank	Tranbarger/Colfax Sidewalk Extension		4/28/2017	Quotes for this work are due by March 10.

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## **AGENDA**

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

#### **BUSINESS MEETING**

**Tuesday, March 7, 2017, 7:00 p.m.**

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

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

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

Alderman Tommy Olterman  
Alderman Tom C. Parham  
Alderman Tom Segelhorst

#### **City Administration**

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

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

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

#### **II.B. INVOCATION – Minister/Director Stan Leonard, Mustard Seed Ministries**

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

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

1. First Presbyterian Church Centennial Celebration
2. Downtown Mural, *GROW* by Joe Maye

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

1. Appointment to the Kingsport Housing and Redevelopment Authority (AF 58-2017)  
(Mayor Clark)



**V. APPROVAL OF MINUTES**

1. Work Session – February 20, 2017
2. Business Meeting – February 21, 2017

**VI. COMMUNITY INTEREST ITEMS**

**A. PUBLIC HEARINGS**

None

**COMMENT**

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

**B. BUSINESS MATTERS REQUIRING FIRST READING**

1. Appropriating Funds Received from Sullivan County (AF: 56-2017) (Mike Billingsley)
  - Ordinance – First Reading

**C. BUSINESS MATTERS REQUIRING FINAL ADOPTION**

1. Transfer Funding for Paint Removal at the Farmers Market and Paint Interior/Remove Tar and Plaster on Clinchfield Side (AF: 46-2017) (Chris McCartt)
  - Ordinance – **Second Reading and Final Adoption**
2. Amend Engineering and Construction Contract and Budget Ordinance for Reedy Creek Sewer Trunkline Project (AF: 45-2017) (Ryan McReynolds)
  - Ordinance – **Second Reading and Final Adoption**
3. Amend City Code Section 1-15 to Include SBK Animal Control Officers (AF 48-2017) (David Quillin)
  - Ordinance – **Second Reading and Final Adoption**
4. Agreement with Sullivan County and the Sullivan County Board of Education (AF: 40-2017) (Mike Billingsley)
  - Ordinance – **Second Reading and Final Adoption**

**D. OTHER BUSINESS**

1. Awarding the Bid for the Purchase of Two (2) 41 Passenger School Buses to Mid-South Bus Center (AF: 54-2017) (Steve Hightower)
  - Resolution
2. Acquisition of Property for Bays Mountain Park (AF: 55-2017) (Chris McCartt)
  - Resolution

3. Award the Bid for Colonial Heights Sewer Lift Stations to W&O Construction Company (AF: 57-2017) (Ryan McReynolds)
  - Resolution

Withdrawn 3/6/17

- ~~4. A Program to Encourage New Home Construction (AF: 52-2017) (Lynn Tully)~~
  - ~~• Resolution~~

## **VII. CONSENT AGENDA**

None

## **VIII. COMMUNICATIONS**

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

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

## **IX. ADJOURN**

Minutes of the Regular Work Session of the  
Board of Mayor and Aldermen, City of Kingsport, Tennessee  
Monday, February 20, 2017, 4:30 PM  
Council Room – City Hall

PRESENT: Board of Mayor and Aldermen

Mayor John Clark

Vice-Mayor Mike McIntire

Alderman Darrell Duncan

Alderman Colette George

Alderman Tommy Olterman

Alderman Tom C. Parham

Alderman Tom Segelhorst

City Administration

Jeff Fleming, City Manager

J. Michael Billingsley, City Attorney

James H. Demming, City Recorder

1. **CALL TO ORDER:** 4:30 p.m. by Mayor Clark.
2. **ROLL CALL:** By Deputy City Recorder Marshall.
3. **DOWNTOWN KINGSFORT UPDATE.** Ms. Sherri Mosley, Downtown Kingsport Association, presented the DKA's annual report.
4. **KINGSFORT'S CENTENNIAL UPDATE.** Ms. CeeGee McCord provided details on this item and answered questions.
5. **ONEKINGSFORT UPDATE.** Ms. Jane Henry gave a presentation on the status of ONEKingsport.
6. **PROJECTS STATUS.** City Manager Fleming gave an update on city projects.
7. **REVIEW OF AGENDA ITEMS ON THE FEBRUARY 21, 2017 REGULAR BUSINESS MEETING AGENDA.** City Manager Fleming and members of staff gave a summary or presentation for each item on the proposed agenda. The following items were discussed at greater length or received specific questions or concerns.
  - VI.B.1 **Transfer Funding from the Visitors Enhancement Program for Paint Removal at the Farmers Market** (AF: 46-2017). Assistant City Manager Chris McCartt discussed this item, pointing out the hotel/motel tax is trending up.
  - VI.B.2 **Amend Engineering and Construction Contract and Budget Ordinance for Reedy Creek Sewer Trunkline Project** (AF: 45-2017). Assistant City Manager Ryan McRaynolds provided details on this item.
  - VI.C.6 **Agreement with Sullivan County and the Sullivan County Board of Education** (AF: 40-2017). City Attorney Billingsley asked for this item to be deferred for two weeks, noting events that will be occurring with the other organizations in that time frame.

**Minutes of the Regular Work Session of the Board of Mayor and Aldermen of  
Kingsport, Tennessee, Monday, February 20, 2017**

Ms. Mary McNabb, citizen, made comments.

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

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ANGELA MARSHALL  
Deputy City Recorder

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JOHN CLARK  
Mayor

Minutes of the Regular Business Meeting of the  
Board of Mayor and Aldermen of the City of Kingsport, Tennessee  
Tuesday, February 21, 2017, 7:00 PM  
Large Court Room – City Hall

**PRESENT:**

Board of Mayor and Aldermen

Mayor John Clark, Presiding

Vice Mayor Mike McIntire

Alderman Darrell Duncan

Alderman Colette George

Alderman Tommy Olterman

Alderman Tom C. Parham

City Administration

Jeff Fleming, City Manager

J. Michael Billingsley, City Attorney

James Demming, City Recorder/Chief Financial Officer

- I. **CALL TO ORDER:** 7:00 p.m., by Mayor John Clark.
- II.A. **PLEDGE OF ALLEGIANCE TO THE FLAG:** Mr. Goode's Class.
- II.B. **INVOCATION:** Pastor Ed Clevinger, Grace Covenant Church.
- III. **ROLL CALL:** By City Recorder Demming. All Present except Alderman Tom Segelhorst.
- IV.A. **RECOGNITIONS AND PRESENTATIONS.**
  1. Tennessee Recreation and Parks Association 2016 Four Start Awards (Robin Dimona).
    - Individual Service Award – John McCoy
    - Benefactor Award – Jacobs Creek Job Corps
    - Renovated Facility Award – Preston Forest Neighborhood Association
    - Media Digital Award – David Cate
    - Athletics Program Award – Kingsport Cyclo-Cross Event
- IV.B. **APPOINTMENTS/REAPPOINTMENTS.** None.
- V. **APPROVAL OF MINUTES.**

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

- A. February 6, 2017 Called Business Meeting
- B. February 6, 2017 Work Session
- C. February 7, 2017 Business Meeting

Approved: All present voting "aye."

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, February 21, 2017**

**VI. COMMUNITY INTEREST ITEMS.**

**A. PUBLIC HEARINGS.** None.

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

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

**1. Transfer Funding from the Visitors Enhancement Program for  
Paint Removal at the Farmers Market (AF: 46-2017) (Chris McCartt).**

Motion/Second: McIntire/George, to pass:

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

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

**2. Amend Engineering and Construction Contract and Budget  
Ordinance for Reedy Creek Sewer Trunkline Project (AF: 45-2017)  
(Ryan McReynolds).**

Motion/Second: Duncan/Parham, to pass:

**Resolution No. 2017-155,** A RESOLUTION APPROVING AN AMENDMENT TO THE AGREEMENT WITH GRESHAM, SMITH & PARTNERS FOR THE REEDY CREEK SEWER TRUNKLINE REALIGNMENT DESIGN PROJECT; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT; AUTHORIZING THE MAYOR TO EXECUTE A CHANGE ORDER TO THE CONTRACT WITH GARNEY COMPANIES, INC. FOR THE REEDY CREEK SEWER TRUNKLINE REALIGNMENT CONSTRUCTION; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE CHANGE ORDER OR THIS RESOLUTION

Passed: All present voting "aye."

Motion/Second: George/Duncan, to pass:

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

Passed on first reading: 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 21, 2017**

**3. Amend City Code Section 1-15 to Include SBK Animal Control Officers (AF: 48-2017) (David Quillin).**

Motion/Second: Parham/Duncan, to pass:

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

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

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

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

Motion/Second: McIntire/George, to pass:

**ORDINANCE NO. 6646**, AN ORDINANCE TO AUTHORIZE AND DIRECT THE CITY ATTORNEY TO INITIATE CONDEMNATION PROCEEDINGS TO ACQUIRE PROPERTY, REAL OR PERSONAL, OR ANY EASEMENT, INTEREST, ESTATE OR USE THEREIN, FROM AFFECTED PROPERTY OWNERS ALONG THE ROUTE OF CERTAIN PUBLIC WORKS PROJECTS; TO FIX THE PROCEDURE FOR DIRECTING THE INITIATION OF SUCH LITIGATION; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

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

Motion/Second: McIntire/Olterman, to pass:

**ORDINANCE NO. 6647**, AN ORDINANCE TO AMEND THE MPO PROJECT FUND BUDGET FOR THE YEAR ENDING JUNE 30, 2017; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

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

Motion/Second: George/Parham, to pass:

**ORDINANCE NO. 6648**, AN ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, SECTION 102-142 PERTAINING TO DEFINITIONS, SECTION 102-226 PERTAINING TO RESTRICTIONS ON WASTEWATER STRENGTH AND SECTION 102-359 PERTAINING TO SAMPLE

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, February 21, 2017**

COLLECTION; PROVIDING FOR THE SEVERABILITY OF THIS ORDINANCE; AND  
FIXING THE EFFECTIVE DATE OF THIS ORDINANCE

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

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

Motion/Second: McIntire/George, to pass:

**ORDINANCE NO. 6649**, AN ORDINANCE TO AMEND THE WATER PROJECT FUND  
BUDGET BY APPROPRIATING FUNDS RECEIVED FROM THE TENNESSEE  
DEPARTMENT OF TRANSPORTATION (TDOT) FOR STATE ROUTE 93 FOR THE  
YEAR ENDING JUNE 30, 2017; AND TO FIX THE EFFECTIVE DATE OF THIS  
ORDINANCE

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

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

Motion/Second: Olterman/Duncan, to pass:

**ORDINANCE NO. 6650**, AN ORDINANCE TO AMEND THE GENERAL FUND  
BUDGET BY APPROPRIATING FUNDS RECEIVED FROM THE EMERGENCY  
COMMUNICATIONS DISTRICT FOR A TRAINING INCENTIVE PROGRAM FOR 911  
DISPATCHERS FOR THE YEAR ENDING JUNE 30, 2017; AND TO FIX THE  
EFFECTIVE DATE OF THIS ORDINANCE

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

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

Motion/Second: Duncan/McIntire, to pass:

Motion/Second: Parham/McIntire to defer:

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

Passed: All present voting "aye" to defer.

This item was deferred to the March 7, 2017, Business Meeting.



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**D. OTHER BUSINESS.**

**1. Bid Award for the Purchase of Two (2) 22-Passenger Cutaway MiniBuses** (AF: 43-2017) (Chris McCartt, Steve Hightower).

Motion/Second: Duncan/George, to pass:

**Resolution No. 2017-156**, A RESOLUTION AWARDING THE BID FOR THE PURCHASE OF TWO TWENTY-TWO PASSENGER CUTAWAY MINIBUSES TO CREATIVE BUS SALES AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

Passed: All present voting "aye."

**2. Amend the LDA Engineer Contract to Revise Drawings for Relocation of the Brightwood Sewer Lift Station** (AF: 50-2017) (Ryan McReynolds)

Motion/Second: McIntire/Parham, to pass:

**Resolution No. 2017-157**, A RESOLUTION APPROVING AN AMENDMENT TO THE AGREEMENT WITH LDA ENGINEERING TO REVISE DRAWINGS FOR THE RELOCATION OF THE BRIGHTWOOD SEWER LIFT STATION; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

Passed: All present voting "aye."

**3. Increase a Purchase Order to Workspace Interiors and Decrease a Purchase Order to Modular Designs for Library Shelving Components** (AF: 53-2017) (Chris McCartt).

Motion/Second: Duncan/Parham, to pass:

**Resolution No. 2017-158**, A RESOLUTION DECREASING THE AMOUNT OF A PURCHASE ORDER TO MODULAR DESIGNS AND INCREASING THE AMOUNT OF A PURCHASE ORDER TO WORKSPACE INTERIORS FOR LIBRARY SHELVING COMPONENTS FOR THE LIBRARY CHILDREN'S AREA RENOVATION AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THESE CHANGES

Passed: All present voting "aye."

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

Motion/Second: McIntire/Olterman, to adopt:

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

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, February 21, 2017**

Approve:

OFFERS FOR EASEMENTS AND RIGHTS-OF-WAY ACROSS AFFECTED  
PROPERTIES FOR PHASE 5 OF THE COLONIAL HEIGHTS SANITARY SEWER  
EXTENSION PROJECT

Passed: All present voting "aye."

**VIII. COMMUNICATIONS.**

**A. CITY MANAGER.** Mr. Fleming commented on the updates given at the work session yesterday, pointing out there is a lot more discussion there than at the board meetings. He also gave details on the status of city projects.

**B. MAYOR AND BOARD MEMBERS.** Alderman Duncan stated his tie was signed by students at DB Excel, giving details on the program and noting there is an open house and a ribbon cutting there tomorrow. He also commented on the upcoming Racks by the Tracks festival. Alderman Parham gave details on the recent public-private partnerships that will benefit the SBK Animal Shelter. Alderman Olterman congratulated Mayor Clark for running unopposed in the upcoming election. He also thanked everyone else who was running, stating he appreciated their willingness to make a difference in our city. Alderman George mentioned the birthday party for Kingsport to be held Thursday, March 2<sup>nd</sup> at the Farmers Market, noting it the second major event to celebrate Kingsport's centennial year. She also promoted the Carousel's upcoming Brass Ring Gala, noting there are 22 new artists coming in. Lastly she stated the Homebuilders show is coming up at Meadowview. Vice-Mayor McIntire stated Eastman is hosting Josh Dobbs in honor of Black History month. He noted Bank of Tennessee will be having a soft opening in downtown this week. Mr. McIntire pointed out Kingsport has also been named "Tree City" for the umpteenth time as well. Lastly, he commented on Healthy Kingsport's newest challenge of walking the national parks. Mayor Clark noted there is a lot of excitement and investment going on in Kingsport. He commented on the progress of Eastman in workforce development and other areas, noting he appreciated their support in the community. He thanked the board for their hard work moving the city forward. The mayor also pointed out the new apartments being constructed across from the Chamber will be closing and looks forward to this much needed addition to the city.

**C. VISITORS.** None.

**IX. ADJOURN.** Seeing no other business for consideration at this meeting, Mayor Clark adjourned the meeting at 7:54 p.m.

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ANGELA MARSHALL  
Deputy City Recorder

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JOHN CLARK  
Mayor



## AGENDA ACTION FORM

### Appointment to the Kingsport Housing and Redevelopment Authority

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

Action Form No.: AF-58-2017  
 Work Session: March 6, 2017  
 First Reading: N/A

Final Adoption: March 7, 2017  
 Staff Work By: Lynn Tully  
 Presentation By: Mayor Clark

### Recommendation:

Approve appointment.

### Executive Summary:

It is requested that the Board of Mayor and Aldermen consider the appointment of Mr. Seth Jervis to the Kingsport Housing and Redevelopment Authority to replace the expired term of Mr. John L. VanDeVate. If approved, his term will be effective March 1, 2017 and will expire February 28, 2022.

Seth Jervis was born and raised in the coal mining community of Appalachia, Virginia. Although he was a junior in high school in 2002 when he moved with his family to Kingsport for an opportunity to strengthen his education at Dobyns-Bennett, you would think he was a Model City native. Kingsport imprinted on Seth so distinctly that it quickly became home.

In 2008, during his junior year at ETSU, Seth obtained his real estate license. Since then he has worked in the industry as an agent, manager and trainer. Currently, he is employed by CENTURY 21 Legacy where, in addition to representing buyers and sellers, he serves as Tools and Systems Trainer for nearly 150 agents in four offices. Seth's achievements in real estate have earned him numerous awards, including a 2012 Times-News Reader's Choice Award, 2013 Business Journal 40 Under 40 recipient, CENTURY 21's Topaz Production Award in 2014 and CENTURY 21's Master's Ruby Production Award in 2015.

Seth is also a leader in the community. He is a founding member and current past president of PEAK – Kingsport Young Professionals, serves on the Move to Kingsport committee and has a board position at the Greater Kingsport Family YMCA. Additionally, Seth has been heavily involved with the ONEKingsport movement since inception.

Seth currently lives in the Midtown area of Kingsport with his wife, Blair, and their 1-year old daughter, Quinn.

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



## AGENDA ACTION FORM

### Appropriating Funds Received from Sullivan County

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

Action Form No.: AF-56-2017  
 Work Session: March 6, 2017  
 First Reading: March 7, 2017

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

### Recommendation:

Approve the Ordinance.

### Executive Summary:

The attached ordinance appropriates \$20,000,000.00 received from Sullivan County from the proceeds of the sale of bonds issued for school use by the county. The city, for its city school system, is entitled to a portion of the bonds sold by Sullivan County pursuant to T.C.A. § 49-3-1003. Ultimately the amount received for the city school system use will exceed \$20,000,000.00, and the remainder of the funds received from the county will be appropriated by a separate ordinance. The funds appropriated by this ordinance will be used to pay the Sullivan County Board of Education for the acquisition of the North High School property, for use by the city school system, pursuant to agreement with the school board dated February 24, 2017.

Once the ordinance is approved the funds can be released to the county. The agreement requires that the amount be paid to the county school board by March 31, 2017.

### Attachments:

1. Ordinance

Funding source appropriate and funds are available: 

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

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

AN ORDINANCE TO AMEND THE GENERAL PURPOSE SCHOOL FUND AND THE GENERAL PROJECT FUND BUDGETS BY APPROPRIATING FUNDS RECEIVED FROM SULLIVAN COUNTY FOR THE YEAR ENDING JUNE 30, 2017; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Purpose School Fund be amended by appropriating funds received from Sullivan County from the proceeds of the sale of bonds issued for school use by the county in the amount of \$20,000,000 and by amending the General Project Fund by transferring \$20,000,000 to the North Purchase project (GP1735).

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b><u>Fund 141: General Purpose School Fund</u></b>			
<b><u>Revenues:</u></b>	\$	\$	\$
141-0000-399-9100 Bond Proceeds	0	20,000,000	20,000,000
<b><i>Totals:</i></b>	<b>0</b>	<b>20,000,000</b>	<b>20,000,000</b>
<b><u>Expenditures:</u></b>	\$	\$	\$
141-7950-881-0590 Educational Improvements	367,350	20,000,000	20,367,350
<b><i>Totals:</i></b>	<b>367,350</b>	<b>20,000,000</b>	<b>20,367,350</b>
<b><u>Fund 311: General Project Fund</u></b>			
<b><u>North Purchase (GP1735)</u></b>			
<b><u>Revenues:</u></b>			
311-000-391-2100 From School Fund	0	20,000,000	20,000,000
<b><i>Totals:</i></b>	<b>0</b>	<b>20,000,000</b>	<b>20,000,000</b>
<b><u>Expenditures:</u></b>	\$	\$	\$
311-0000-391-9002 Building	0	20,000,000	20,000,000
<b><i>Totals:</i></b>	<b>0</b>	<b>20,000,000</b>	<b>20,000,000</b>

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

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



## AGENDA ACTION FORM

### Transfer Funding for Paint Removal at the Farmers Market and Paint Interior/Remove Tar and Plaster on Clinchfield Side

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

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

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

#### Recommendation:

Approve the Ordinance.

#### Executive Summary:

The first renovation of the Farmers Market was not able to address existing lead-based paint. Before an active spring and summer filled with activities, a certified contractor will remove the paint with \$11,500 funding from the VEP. Additional funds of \$40,000 have also been assembled to enable painting inside and tar/plaster removal outside on the Clinchfield Side.

#### Attachments:

1. Ordinance

Funding source appropriate and funds are available: js

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

# PRE-FILED CITY RECORDER

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

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

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

SECTION I. That the General Project Fund budget be amended by transferring \$11,500 from the Visitors Enhancement Fund, by transferring \$10,145 from Mad Branch Road (GP0817), by transferring \$15,000 from Cardiac Monitors (GP1541), by transferring \$804 from Cartegraph (GP1537), and by transferring \$14,051 from the Street Surfacing project (NC1701) to the Farmers Market/Carousel Improvement project (GP1608) by returning \$25,000 VEP Funds from the Aquatic Center project (AQ1600) to the Visitors Enhancement Fund, by transferring \$29,618 from Jackson Elementary Safe Routes to Schools project (GP1104) to the Street Resurfacing project (GP1606) and by transferring \$16,567 to Reedy Creek Terrace Bridge project (GP1613). Projects GP0817, GP1537, GP1541, GP1104 and AQ1600 will be closed.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b><u>Fund 311: General Project Fund</u></b>			
<b><u>Farmer's Mkt / Carousel Imp. (GP1608)</u></b>			
<b><u>Revenues:</u></b>	\$	\$	\$
311-0000-368-1047 Series 2014 A GO Bonds	95,200	0	95,200
311-0000-391-6900 Visitor's Enhancement Funds	0	11,500	11,500
311-0000-391-0100 From General Fund	0	40,000	40,000
<b><i>Totals:</i></b>	<b>95,200</b>	<b>51,500</b>	<b>146,700</b>
<b><u>Expenditures:</u></b>	\$	\$	\$
311-0000-601-2023 Arch/Eng/Landscaping	9,400	0	9,400
311-0000-601-9003 Improvements	85,800	51,500	137,300
<b><i>Totals:</i></b>	<b>95,200</b>	<b>51,500</b>	<b>146,700</b>
<b><u>Fund 459: Aquatic Project Fund</u></b>			
<b><u>Water Park Addition (AQ1600)</u></b>			
<b><u>Revenues:</u></b>	\$	\$	\$
459-0000-391-3700 From Aquatic Center	25,000	(25,000)	0
<b><i>Totals:</i></b>	<b>25,000</b>	<b>(25,000)</b>	<b>0</b>



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

**Fund 419: Aquatic Center Fund**

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

<b><u>Expenditures:</u></b>	\$	\$	\$
419-6996-696-7609 CIP/Aquatics Project Fund	25,000	(25,000)	0
<b>Totals:</b>	<b>25,000</b>	<b>(25,000)</b>	<b>0</b>

**Fund 135: Vistors Enhancement Fund**

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

**Fund 311: General Project Fund**  
**Jackson Elem Safe Routes (GP1104)**

<b><u>Revenues:</u></b>	\$	\$	\$
311-0000-331-3700 Dept. of Transportation	170,304	0	170,304
311-0000-368-1040 Series 2011 GO Bonds	106,288	(29,618)	76,670
311-0000-391-3300 Eastman Annex Tax Fund	10,048	0	10,048
<b>Totals:</b>	<b>286,640</b>	<b>(29,618)</b>	<b>257,022</b>

<b><u>Expenditures:</u></b>	\$	\$	\$
311-0000-601-2022 Construction Contracts	1,129	0	1,129
311-0000-601-2023 Arch/Eng/Landscaping	39,324	0	39,324
311-0000-601-9001 Land	23,980	0	23,980
311-0000-601-9003 Improvements	222,207	(29,618)	192,589
<b>Totals:</b>	<b>286,640</b>	<b>(29,618)</b>	<b>257,022</b>

**Fund 311: General Project Fund**  
**Mad Branch Storm Water (GP0817)**

<b><u>Revenues:</u></b>	\$	\$	\$
311-0000-332-6700 TN Dept. of Agriculture	53,657	0	53,657
311-0000-364-2000 From Corporations	18,000	0	18,000
311-0000-391-0100 From General Fund	18,000	(10,145)	7,855
<b>Totals:</b>	<b>89,657</b>	<b>(10,145)</b>	<b>79,512</b>

<b><u>Expenditures:</u></b>	\$	\$	\$
311-0000-601-2022 Construction Contracts	89,657	(10,145)	79,512
<b><i>Totals:</i></b>	<b>89,657</b>	<b>(10,145)</b>	<b>79,512</b>

**Fund 311: General Project Fund**  
**Cardiac Monitors (GP1541)**

<b><u>Revenues:</u></b>	\$	\$	\$
311-0000-391-0100 From General Fund	115,000	(15,000)	100,000
<b><i>Totals:</i></b>	<b>115,000</b>	<b>(15,000)</b>	<b>100,000</b>

<b><u>Expenditures:</u></b>	\$	\$	\$
311-0000-601-9006 Purchases Over \$5,000	115,000	(15,000)	100,000
<b><i>Totals:</i></b>	<b>115,000</b>	<b>(15,000)</b>	<b>100,000</b>

**Fund 311: General Project Fund**  
**Cartegraph (GP1537)**

<b><u>Revenues:</u></b>	\$	\$	\$
311-0000-391-0100 From General Fund	10,000	(804)	9,196
<b><i>Totals:</i></b>	<b>10,000</b>	<b>(804)</b>	<b>9,196</b>

<b><u>Expenditures:</u></b>	\$	\$	\$
311-0000-601-9006 Purchases Over \$5,000	10,000	(804)	9,196
<b><i>Totals:</i></b>	<b>10,000</b>	<b>(804)</b>	<b>9,196</b>

**Fund 311: General Project Fund**  
**Reedy Creek Terrace Bridge (GP1613)**

<b><u>Revenues:</u></b>	\$	\$	\$
311-0000-391-0100 From General Fund	0	15,567	15,567
311-0000-368-1047 Series 2013 B GO Bonds	44,000	0	44,000
<b><i>Totals:</i></b>	<b>44,000</b>	<b>15,567</b>	<b>59,567</b>

<b><u>Expenditures:</u></b>	\$	\$	\$
311-0000-601-9003 Improvements	44,000	15,567	59,567
<b><i>Totals:</i></b>	<b>44,000</b>	<b>15,567</b>	<b>59,567</b>

**Fund 111: General Project/Special Rev Fund**  
**Street Resurfacing (NC1701)**

<b><u>Revenues:</u></b>	\$	\$	\$
111-0000-391-0100 From General Fund	1,350,000	(29,618)	1,320,382
<b><i>Totals:</i></b>	<b>1,350,000</b>	<b>(29,618)</b>	<b>1,320,382</b>

<b><u>Expenditures:</u></b>	\$	\$	\$
111-0000-601-2022 Construction Contracts	1,343,750	(29,618)	1,314,132
111-0000-601-2040 Travel	1,255	0	1,255

111-0000-601-2041	Registration Fees/Tuition	1,095	0	1,095
111-0000-601-3020	Operating Supplies & Tools	3,900	0	3,900
<b>Totals:</b>		<b>1,350,000</b>	<b>(29,618)</b>	<b>1,320,382</b>

**Fund 110: General Fund**

<b><u>Expenditures:</u></b>	\$	\$	\$
110-4804-481-7035 To Gen Proj-Special Rev	1,551,257	(29,618)	1,521,639
110-4804-481-7036 To Gen Project Fund	1,503,600	29,618	1,533,218
<b>Totals:</b>	<b>3,054,857</b>	<b>0</b>	<b>3,054,857</b>

**Fund 311: General Project Fund**

**Street Resurfacing (GP1606)**

<b><u>Revenues:</u></b>	\$	\$	\$
311-0000-368-1040 Series 2011 GO Bonds	30,000	29,618	59,618
311-0000-368-1046 Series 2013B GO Pub Imp	28,796	0	28,796
311-0000-368-1047 Series 2013 B GO Bonds	21,491	0	21,491
311-0000-368-1051 Series 2015A (Oct) GO PI	47,000	0	47,000
<b>Totals:</b>	<b>127,287</b>	<b>29,618</b>	<b>156,905</b>

<b><u>Expenditures:</u></b>	\$	\$	\$
311-0000-601-2022 Construction Contracts	127,287	29,618	156,905
<b>Totals:</b>	<b>127,287</b>	<b>29,618</b>	<b>156,905</b>

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

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



## AGENDA ACTION FORM

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

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

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

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

#### Recommendation:

Approve the Ordinance.

#### Executive Summary:

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

#### Attachments:

1. Ordinance

Funding source appropriate and funds are available: 

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



## AGENDA ACTION FORM

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

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

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

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

#### Recommendation:

Approve the ~~Resolution and~~ Budget Ordinance.

#### Executive Summary:

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

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

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

#### Attachments:

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

Funding source appropriate and funds are available: 

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



## AGENDA ACTION FORM

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#### Attachments:

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

Funding source appropriate and funds are available *js*

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

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

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

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

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

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

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

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

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

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

Now therefore,

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

SECTION I. That an amendment to the agreement with Gresham, Smith & Partners for the Reedy Creek Trunk Line Improvement project in the amount of \$32,700.00, is approved.



SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an amendment to the agreement with Gresham, Smith & Partners for the Reedy Creek Trunk Line Improvement project and all other documents necessary and proper to effectuate the purpose of the agreement or this resolution, said amendment being generally as follows:

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

**1. SCOPE OF SERVICES**

**a. General**

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

**b. Additional Construction Phase Services**

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

**2. COMPENSATION**

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

**Table 2-1: Fee Summary by Major Task**

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



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

### 3. SCHEDULE

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

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

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

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

## **AMENDMENT NUMBER 2**

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

### **Article 1 Scope of Services and Schedule**

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

### **Article IV Compensation**

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

### **Article V Period of Performance**

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

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

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

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

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

ADOPTED this the 21<sup>st</sup> day of February, 2017.

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

# PRE-FILED CITY RECORDER

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

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

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

**Account Number/Description:**

**Fund 452 Sewer Fund**

**WWTP Equalization Basin (SW1707)**

**Revenues:**

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

***Totals:***

**Expenditures:**

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

452-0000-606-9003 Improvements

***Totals:***

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

**Fund 452 Sewer Fund**

**Reedy Creek Trunkline (SW1400)**

**Revenues:**

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

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

452-0000-391-4200 From Sewer Fund

***Totals:***

**Expenditures:**

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

452-0000-606-9001 Land

452-0000-606-9003 Improvements

***Totals:***

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

**Fund 452 Sewer Fund**

**Reedy Creek Trunk Line (SW1706)**

**Revenues:**

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

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

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

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

452-0000-391-4200 From Sewer Fund

***Totals:***

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

**Expenditures:**

452-0000-606-9003 Improvements

***Totals:***

6,795,263	205,300	7,000,563
<b>6,795,263</b>	<b>205,300</b>	<b>7,000,563</b>

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

ATTEST:

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

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

APPROVED AS TO FORM:

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

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

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

# Change Order

No. 1

Date of Issuance: February 13, 2017 Effective Date: \_\_\_\_\_

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

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

**Description:**

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

**Attachments (list documents supporting change):**

Change Order No. 1 Memorandum of Negotiation

**CHANGE IN CONTRACT PRICE:**

Original Contract Price:

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

Contract Price prior to this Change Order:

\$ 6,411,000.00

Increase of this Change Order:

\$ 204,948.00

Contract Price incorporating this Change Order:

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

Contract Times prior to this Change Order:

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

Increase of this Change Order:

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

Contract Times with all approved Change Orders:

Substantial completion (days or date): February 19, 2018Ready for final payment (days or date): March 21, 2018**RECOMMENDED:**By: **Engineer** (Authorized Signature)Date: 2 - 13 - 17**ACCEPTED:**

By: \_\_\_\_\_

**Owner** (Authorized Signature)

Date: \_\_\_\_\_

**ACCEPTED:**

By: \_\_\_\_\_

**Contractor** (Authorized Signature)

Date: \_\_\_\_\_

Approved by Funding Agency (if applicable): \_\_\_\_\_

Date: \_\_\_\_\_

**MEMORANDUM OF NEGOTIATION**  
**CHANGE ORDER NO. 1**

**Owner:** City of Kingsport  
Kingsport, Tennessee

**Project Name:** Reedy Creek Trunk Sewer Improvements

**Contractor:** Garney Companies, Inc.

**Date:** February 13, 2017

**Description of Changes Involved**

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

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

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

# TABLE 1

## Breakdown of Pay Item Changes



**Table 1**

Project: Reedy Creek Trunk Sewer Improvements

Owner: City of Kingsport

Change Order No. 1

GS&P: 28270.05

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

Table 1 (continued)

Project: Reedy Creek Trunk Sewer Improvements

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

Table 1 (continued)

Project: Reedy Creek Trunk Sewer Improvements

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

Table 1 (continued)

Project: Reedy Creek Trunk Sewer Improvements

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

Table 1 (continued)

Project: Reedy Creek Trunk Sewer Improvements

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

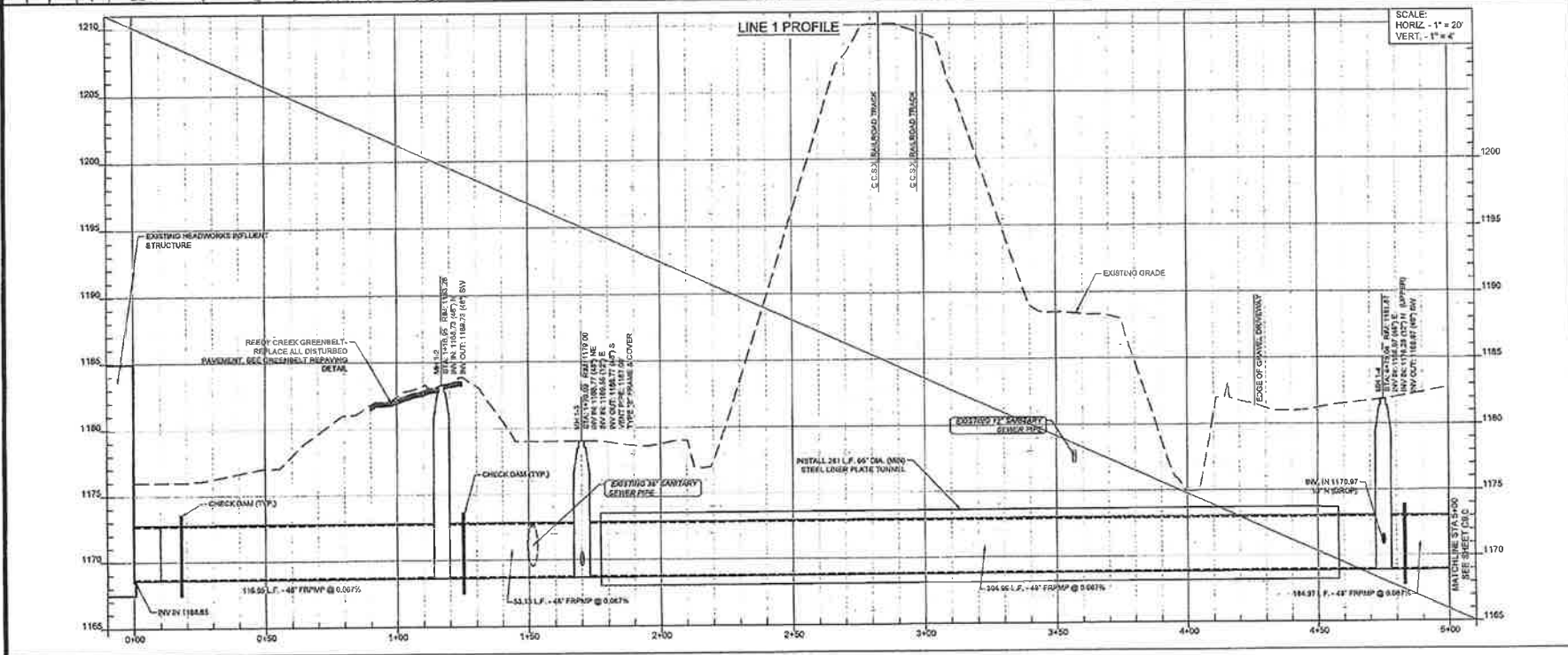
\*Indicates price or unit quantity in Change Order No. 1

# Attachment 1

## New Tunnel Alignment

Drawn By: J. D. O'NEAL  
 Checked By: G. JOHNSON  
 Approved By: G. JOHNSON

- NOTES:
1. THE ADJACENT FACE SHALL BE PROVIDED WITH A HOOD, EXTENDING NO LESS THAN 29 INCHES BEYOND THE FACE AND EXTENDING AROUND NO LESS THAN THE UPPER 240 DEGREES OF THE CIRCUMFERENCE.
  2. OPEN PIT EXCAVATIONS AND BLASTING ARE NOT PERMITTED WITHIN THE C&D RIGHT-OF-WAY. FILL ANNUAL SPACE BETWEEN NEW SUPPLIED PIPE AND HOST PIPE WITH NON-SHINK GROUT WITHIN ALLOWED PROPERTY.
  3. SEE SHEET 12.0 FOR GREENBELT CLOSURE INFORMATION.
  4. CONSTRUCT DOWNSLOPE STRUCTURE AT LOW POINT PARALLEL TO GREENWAY IN ACCORDANCE WITH CONTRACTOR'S DOWNSLOPE PLAN.



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REEDY CREEK TRUNK SEWER IMPROVEMENTS

KINGSBORO, TEXAS  
 MARCH, 2016

PRELIMINARY  
 NOT FOR CONSTRUCTION

REVISION		
No.	Case	Revision

**C8.0**  
 LINE 1  
 PLAN AND PROFILE  
 STA 0+00 TO STA 5+00  
 PROJECT: 2015-2016  
 DATE: 2/20/16

## Attachment 2

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





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

February 7, 2017

**CONFERENCE CALL MEETING NOTES**

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

**MEETING DATE:** January 16, 2017

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

**DISCUSSION:** 11:00 AM

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

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

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

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



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

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

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

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

Prepared by: Anthony Crist  
Project Manager, GS&P

CA

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

# Attachment 3

Email of CSX Approval of New Alignment

**Greer, John**

---

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

John,  
Here is our plan forward with the railroad.

**Eric Gamble, P.E.**

**GRESHAM, SMITH AND PARTNERS**

[P] 865.521.6777

[M] 865.719.2697

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

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

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

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

Roberto,

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

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

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

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

**Eric Gamble, P.E.**

**GRESHAM, SMITH AND PARTNERS**

[P] 865.521.6777

[M] 865.719.2697

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

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

Thanks,  
Roberto

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

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

Mr. Saar,

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

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

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

Thank you for your time,

**Eric Gamble, P.E.**  
Water Resources, Associate

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

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

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

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

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



Date: \_\_\_\_\_

Garney Project No. 3237

Description: CSX Tunnel Realignment

	Craft / Name	Hourly Rate w/FRINGE		Hours		Subtotal Labor	Totals
		Regular	Overtime	Regular	Overtime		
LABOR	Sr Project Manager - Jeff Seal	\$ 112.45	\$ 168.67			\$ -	
	Project Manager - Zack Bloomfield	\$ 79.51	\$ 119.26			\$ -	
	Superintendent - Rob Grant	\$ 85.31	\$ 127.96			\$ -	
	Project Engineer - Ben Ramsbottom	\$ 60.11	\$ 90.16			\$ -	
	Operator - Will Evans	\$ 42.65	\$ 63.97			\$ -	
	Operator James Johnson	\$ 37.81	\$ 56.72			\$ -	
	Operator - Jack Bitzer III	\$ 31.99	\$ 47.98			\$ -	
	Pipelayer - Anthony Lamb	\$ 32.98	\$ 49.46			\$ -	
	Laborer - Ramar Hawkins	\$ 29.11	\$ 43.66			\$ -	
	Laborer - Joshua Bradley	\$ 29.11	\$ 43.66			\$ -	
	0	\$ -	\$ -			\$ -	
	0	\$ -	\$ -			\$ -	
	0	\$ -	\$ -			\$ -	
						Total Labor	\$ -

EQUIPMENT	Description	Hours	FWHA Hry Cost	Lease ONLY Cost	Subtotal Equipment
	Pickup - Gasoline		\$ 27.70		\$ -
	Pickup - Diesel		\$ 26.08		\$ -
	Caterpillar 374 Excavator (Lease Cost ONLY)		\$ -	\$ 127.64	\$ -
	Caterpillar 336 Excavator		\$ 146.86		\$ -
	John Deere 624K Wheel Loader		\$ 71.06		\$ -
					\$ -
					\$ -
	Office Trailer (Including Utilities) per Month		\$ 505.00		\$ -
					\$ -
Total Equipment					\$ -

SUBS	Subcontract Description	Quantity	Unit	Rate	Subtotal Subcontract
	Survey for Realignments and Topo Data	1.00	LS	\$ 1,200.00	\$ 1,200.00
	New Settlement Monitoring System	1.00	LS	\$ 1,500.00	\$ 1,500.00
	Mobilization	1.00	LS	\$ 15,000.00	\$ 15,000.00
	Excavate and Shore New Launch Pit	1.00	EA	\$ 10,000.00	\$ 10,000.00
					\$ -
	Silt Fence for New Launch & Exit Pits	250.00	LF	\$ 4.00	\$ 1,000.00
	New Dewatering Structure	1.00	EA	\$ 250.00	\$ 250.00
	Construction Entrance	1.00	EA	\$ 2,000.00	\$ 2,000.00
	New Launch Pit Haul-off	20.00	HR	\$ 80.00	\$ 1,600.00
Dump Site Tipping Fee	20.00	EA	\$ 10.00	\$ 200.00	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
Total Subcontracts					\$ 32,750.00

MATERIAL	Description	Quantity	Unit	Rate	Tax	Subtotal Material
	Existing MH 1-2 & MH 1-3	2.00	EA	\$ 6,825.00	\$ -	\$ 13,650.00
	Existing Fiberglass Riser MH 1-3 (Possibly Reuse at New MH)	1.00	EA	\$ 2,986.98	\$ -	\$ 2,986.98
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
Total Materials						\$ 16,637.00

15% Markup \$ 7,408.00  
TOTAL \$ 56,795.00



Reedy Creek Trunk Sewer Improvements  
City of Kingsport  
Kingsport, TN



Date: \_\_\_\_\_

Garney Project No. \_\_\_\_\_

3237

Description: 36-inch HOBAS x RCP Connection

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

	Description	Hours	FHWA Hry Cost			Subtotal Equipment
EQUIPMENT	Pickup - Gasoline	4.00	\$ 27.70			\$ 110.80
	Pickup - Diesel	8.00	\$ 26.08			\$ 208.64
	Caterpillar 374 Excavator		\$ 278.54			\$ -
	Caterpillar 338 Excavator	8.00	\$ 146.86			\$ 1,174.88
	John Deere 624K Wheel Loader	8.00	\$ 71.08			\$ 568.48
						\$ -
	Office Trailer (Including Utilities)					\$ -
Total Equipment						\$ 2,063.00

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

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

15% Markup	\$ 962.00
<b>TOTAL</b>	<b>\$ 7,373.00</b>



Date: \_\_\_\_\_

Garney Project No. 3237

Description: Weekly Delay Cost

	Craft / Name	Hourly Rate w/FRINGE		Hours		Subtotal Labor	Totals
		Regular	Overtime	Regular	Overtime		
LABOR	Sr Project Manager - Jeff Seal	\$ 112.45	\$ 168.67			\$ -	
	Project Manager - Zack Bloomfield	\$ 79.51	\$ 119.26	16.0		\$ 1,272.09	
	Superintendent - Rob Grant	\$ 85.31	\$ 127.96			\$ -	
	Project Engineer - Ben Ramsbottom	\$ 60.11	\$ 90.16	40.0		\$ 2,404.24	
	Operator - Will Evans	\$ 42.65	\$ 63.97			\$ -	
	Operator James Johnson	\$ 37.81	\$ 56.72			\$ -	
	Operator - Jack Bitzer III	\$ 31.99	\$ 47.98			\$ -	
	Pipelayer - Anthony Lamb	\$ 32.98	\$ 49.46			\$ -	
	Laborer - Ramar Hawkins	\$ 29.11	\$ 43.66			\$ -	
	Laborer - Joshua Bradley	\$ 29.11	\$ 43.66			\$ -	
	0	\$ -	\$ -			\$ -	
	0	\$ -	\$ -			\$ -	
	0	\$ -	\$ -			\$ -	
	0	\$ -	\$ -			\$ -	
						Total Labor	\$ 3,676.00

EQUIPMENT	Description	Hours	FHWA Hnly Cost	Lease ONLY Cost		Subtotal Equipment
	Pickup - Gasoline	40.00	\$ 27.70			\$ 1,108.00
	Pickup - Diesel	16.00	\$ 28.08			\$ 417.28
	Caterpillar 374 Excavator (Lease Cost ONLY)	40.00	\$ -	\$ 127.64		\$ 5,105.60
	Caterpillar 336 Excavator		\$ 146.86			\$ -
	John Deere 624K Wheel Loader		\$ 71.06			\$ -
						\$ -
						\$ -
	Office Trailer (Including Utilities) per Week	1.00	\$ 126.25			\$ 126.25
						\$ -
					\$ -	
Total Equipment						\$ 6,767.00

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

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

15% Markup \$ 1,565.00  
TOTAL \$ 11,998.00





Google earth

feet  
km







## AGENDA ACTION FORM

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

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

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

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

#### **Recommendation:**

Approve the Ordinance.

#### **Executive Summary:**

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

#### **Attachments:**

1. Ordinance

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



## AGENDA ACTION FORM

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

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

*Box*

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

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

#### Recommendation:

Approve the Ordinance.

#### Executive Summary:

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

#### Attachments:

1. Ordinance

	<u>Y</u>	<u>N</u>	<u>O</u>
Duncan	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Clark	—	—	—

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

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

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

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

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

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

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



## AGENDA ACTION FORM

### Agreement with Sullivan County and the Sullivan County Board of Education

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

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

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

#### Recommendation:

Approve the Resolution and **Ordinance**.

#### Executive Summary:

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

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

#### Attachments:

1. Resolution
2. Supplemental Information
3. **Ordinance**

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



## AGENDA ACTION FORM

### Agreement with Sullivan County and the Sullivan County Board of Education

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

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

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

### Recommendation:

Approve the Resolution and Ordinance.

*Deferred to March 7, 2017*

### Executive Summary:

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

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

### Attachments:

1. Resolution
2. Supplemental Information
3. Ordinance

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





## AGENDA ACTION FORM

### Agreement with Sullivan County and the Sullivan County Board of Education

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

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

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

#### Recommendation:

Approve the Resolution.

#### Executive Summary:

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

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

#### Attachments:

1. Resolution
2. Supplemental Information

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

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

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

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

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

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

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

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

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

Now, therefore,

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

SECTION I. That an amendment of the agreement with Sullivan County and the Sullivan County Board of Education for the acquisition of North High School property is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized and directed to execute, in a form approved by the city attorney, an agreement with Sullivan County and the Sullivan County Board of Education for the acquisition of the North High School property in consideration of foregoing \$20,000,000 in bond proceeds said agreement being generally as follows:

AGREEMENT OF SULLIVAN COUNTY, TENNESSEE,  
SULLIVAN COUNTY BOARD OF EDUCATION,  
and

CITY OF KINGSPORT, TENNESSEE,  
INCLUDING ITS KINGSPORT CITY SCHOOLS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Acknowledgments and exhibits deleted for inclusion in this resolution]

SECTION III. That the mayor or in his absence, incapacity, or failure to act, the vice mayor is authorized and directed to execute, in a form approved by the city attorney, any and all documents necessary all documents necessary and proper to effectuate the purpose of this resolution or the agreement approved herein.

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

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

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

ADOPTED this the 7th day of February, 2017.

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

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

#### General Notes

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

#### Classroom Furniture

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

#### Custodial Apartment

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

#### Band and Choral Areas

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

#### Auditorium

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

#### Athletic Offices

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

## Gymnasium

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

## Pool Area

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

## Training Room

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

## Weight Room Under Upper Bleachers

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

## Culinary Arts

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

## School Kitchen and Cafeteria

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

## Library

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

## Science Labs

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

#### Technology Infrastructure

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

#### CTE Shops

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

#### All Office Areas

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

#### Athletic Fields

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

#### Other

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



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

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

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

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

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

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

ATTEST:

\_\_\_\_\_  
JAMES DEMMING  
City Recorder

APPROVED AS TO FORM:

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

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

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



## AGENDA ACTION FORM

### Awarding the Bid for the Purchase of Two (2) 41 Passenger School Buses to Mid-South Bus Center

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

Action Form No.: AF-54-2017  
 Work Session: March 6, 2017  
 First Reading: N/A

Final Adoption: March 7, 2017  
 Staff Work By: Committee  
 Presentation By: Steve Hightower

#### Recommendation:

Approve the Resolution.

#### Executive Summary:

Bids were opened on February 2, 2017 for the purchase of two (2) 41 Passenger School Buses, Type 'D', Diesel Powered, Special Education. The advertisement for the Invitation to Bid was published in the Kingsport Times News on January 15, 2017 and placed on our website for 18 calendar days. It is the recommendation of the committee to accept the compliant bid from Mid-South Bus Center for two (2) Thomas Saf-T-Liner EFX11185 buses. The committee also recommends accepting the trade offering of \$1,500.00 per unit.

\$230,000.00	Unit Price (\$115,000.00 Unit Price x Qty. 2)
add \$1,000.00	Optional Uprated 23,000# Suspension and Brake System (\$500 Per Unit x Qty. 2)
less \$1,500.00	Trade-In Allowance Equipment # 1524
less \$1,500.00	Trade-In Allowance Equipment # 1525
<u>\$228,000.00</u>	Total Purchase Price

These are Fleet Replacements.

Additional information is included in the recommendation memo.

Funding is identified in Project/Account # 511-5008-501-90-10.

#### Attachments:

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

Funding source appropriate and funds are available: Js

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

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

A RESOLUTION AWARDING THE BID FOR THE PURCHASE OF  
TWO 41 PASSENGER SCHOOL BUSES TO MID-SOUTH BUS  
CENTER, INC. AND AUTHORIZING THE CITY MANAGER TO  
EXECUTE A PURCHASE ORDER FOR THE SAME

WHEREAS, bids were opened February 2, 2017, for the purchase of two (2) 41 passenger school buses, type 'D' diesel powered for the Kingsport City Schools; and

WHEREAS, the city selected the option of upgraded 23,000 pound suspension and brake system for each bus, for an additional amount of \$1,000.00 to be added to the total; and

WHEREAS, the city will receive \$1,500.00 for a trade-in allowance for vehicle #1524 and a trade-in allowance of \$1,500.00 for vehicle #1525; and

WHEREAS, upon review of the bids, the board finds Mid-South Bus Center, Inc. is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to purchase two (2) Thomas Saf-T-Liner EFX11185 41 passenger school buses, type 'D' diesel powered, with the option of 23,000 pound suspension and brake system for each bus from Mid-South Bus Center, Inc., at a total purchase cost of \$228,000.00, which includes the deduction of the \$3,000.00 trade-in allowances and the option addition of \$1,000.00; and,

WHEREAS, funding is identified in account #51150085019010.

Now therefore,

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

SECTION I. That the bid for the purchase of two (2) Thomas Saf-T-Liner EFX11185 41 passenger school buses, type 'D' diesel powered, with the option of 23,000 pound suspension and brake system for each bus at a total purchase cost of \$228,000.00, which includes the deduction of the \$3,000.00 trade-in allowance and the upgrade addition of \$1,000.00, is awarded to Mid-South Bus Center, Inc., and the city manager is authorized to execute a purchase order for same.

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

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

ADOPTED this the 7th day of March, 2017.

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

ATTEST:

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

APPROVED AS TO FORM:

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J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES  
BID OPENING  
February 2, 2017  
4:00 P.M.

Present: Sandy Crawford, Procurement Manager; Brent Morelock, Assistant Procurement Manager; and Michelle Ramey, Assistant Procurement Manager (Schools)

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

The Procurement Manager opened with the following bids:

41 PASSENGER SCHOOL BUS							
Vendor:	Qty.:	Unit Cost:	Trade-In #1524:	Trade-In #1525:	Delivery Time:	Make/Model:	Comments
Central States Bus Sales, Inc.	2	\$117,384.00	\$3,000.00	\$3,000.00	Estimated July 1	Bluebird Model 3107	N/A
Mid-South Bus Center, Inc.	2	\$115,000.00	\$1,500.00	\$1,500.00	Estimated July 1	Thomas Saf-T-Liner EFX 1118S	Specifications Included

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



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

**To:** Michelle Ramey, Assistant Procurement Manager  
**From:** Steve Hightower, Fleet Manager  
Tommy Starnes, Schools Transportation Director  
**Date:** February 10, 2017  
**Re:** Special Education School Bus Purchase Recommendation

This will confirm our review and recommendation to purchase the low compliant bid of the following vendor, accept the trade in offering and add for the 23,000# suspension and heavy duty brakes.

<u>Item</u>	<u>Quantity</u>	<u>Description</u>	<u>Award to Vendor</u>	<u>Fuel Economy</u>
1	2	41 Passenger School Bus	Mid-South Bus Center	7 City/ 9 Hwy

**Low Compliant Bidder**

The bid offering of Mid-South Bus Center is compliant to all the minimum specification requirements outlined in the bid document for these Fleet replacements.

The bid offerings were reviewed with the Schools Transportation Director, Tommy Starnes, who is in agreement with this recommendation. Mr. Starnes's email confirming agreement is attached.

**Fuel Economy Improvement**

0%

No fuel economy improvements noted because these are similar replacements.

**Trade In**

1. Trade in(s):

- a. Recommendation: Accept Trade Offering

The Mid-South Bus Sales offering of \$1,500 per unit is the expected minimum trade value of market potential for the present age and mileage of the busses.

- b. City #1524 – 2002 Bluebird TC2000 – 169,538 mileage – 15 years  
c. City #1525 – 2002 Bluebird TC2000 – 183,258 mileage – 15 years

**Origin/ Dealer Information**

2. New Unit(s) Origin of Manufacture:

- a. Bus – High Point, North Carolina  
i. 78 % Domestic/ 22 % Foreign Materials

3. New Unit(s) Purchase Dealer:

- a. Bus – Mid South Bus Center – Murfreesboro, TN.

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

Thank you.



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

**From:** Starnes, Albert "Tommy" T. [mailto:[tstarnes@k12k.com](mailto:tstarnes@k12k.com)]  
**Sent:** Friday, February 10, 2017 9:57 AM  
**To:** Hightower, Steve <[SteveHightower@KingsportTN.gov](mailto:SteveHightower@KingsportTN.gov)>  
**Subject:** Re: Bus Recommendation

Steve,

I agree with the bids and recommend we proceed with the purchase.

***Tommy Starnes***  
Supervisor Of Transportation  
Kingsport City Schools  
423.392.4416  
[tstarnes@k12k.com](mailto:tstarnes@k12k.com)



## AGENDA ACTION FORM

### Acquisition of Property for Bays Mountain Park

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

Action Form No.: AF-55-2017  
 Work Session: March 6, 2017  
 First Reading: March 7, 2017

Final Adoption: March 7, 2017  
 Staff Work By: R. Trent; R. Cole  
 Presentation By: C. McCartt

### Recommendation:

Approve the Resolution.

### Executive Summary:

In order to continue to improve and protect the scenic viewshed of Bays Mountain Park, the city has the opportunity to acquire four tracts of property owned by members of the Pierce family and collectively referred to as the "Pierce Property". The property consists of 41.47 acres that are contiguous to the park and located on the southeast portion of the park touching the ridge and the old "Sullivan Baptist Retreat Center" property. On September 20, 2016, grant funds were received from the Tennessee Heritage Conservation Trust Fund and appropriated by the board for the purchase of the 41.47 acres. An appraisal of the 41.47 acres was prepared in accordance with the City of Kingsport's Real Property Acquisition Policies & Procedures and appraised for \$87,000.00. The Pierce family, the owners of the property, are willing to sell the property to the city for the appraised value of \$87,000.00.

This project will be funded under #GP1708.

### Attachments:

1. Resolution
2. Property Location Map

Funding source appropriate and funds are available: 

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



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

A RESOLUTION APPROVING AN OFFER FOR THE PURCHASE OF REAL PROPERTY FOR BAYS MOUNTAIN PARK; AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

WHEREAS, in order to continue to improve the scenic viewshed of Bays Mountain Park, the board finds that it is the best interest of the city to purchase 41.47 acres which consist of four tracts of property owned by members of the Pierce family and collectively identified as the "Pierce Property"; and

WHEREAS, the 41.47 acres are contiguous to the park and located on the southeast portion of the park touching the ridge and the old "Sullivan Baptist Retreat Center" property; and

WHEREAS, on September 20, 2016, the grant funds were received from the Tennessee Heritage Conservation Trust Fund and appropriated by the board for the purchase of the "Pierce Property"; and

WHEREAS, such acquisition would be in accordance with the city's acquisition policy as well as the acquisition policies of the Tennessee Heritage Conservation Trust Fund.

Now therefore,

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

SECTION I. That pursuant to the appraisal of property indicating the fair market value, an offer of \$87,000.00 is approved for the purchase of 41.47 acres collectively identified as the "Pierce Property", subject to such conditions as set out in the city's acquisition policy as well as the Tennessee Heritage Conservation Trust Fund.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the resolution.

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

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

ADOPTED this the 7<sup>th</sup> day of March, 2017.

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

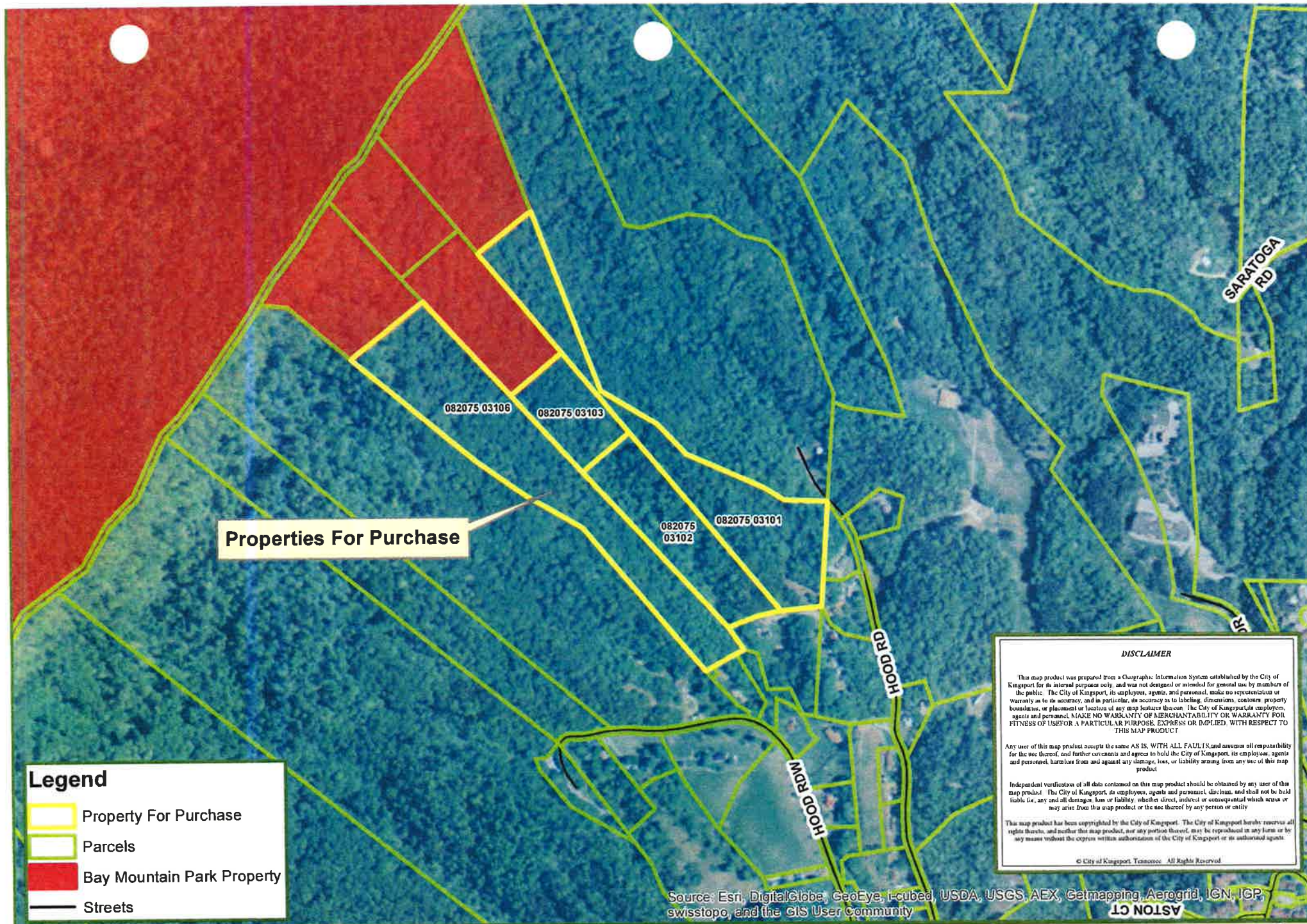
ATTEST:

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





APPROVED AS TO FORM:

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





## Legend

-  Property For Purchase
-  Parcels
-  Bay Mountain Park Property
-  Streets

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Prepared by the City of Kingsport  
Geographic Information System (G.I.S.)  
Date: 02-27-17  
Map File Name: 18528wo10817

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## AGENDA ACTION FORM

### Award the Bid for Colonial Heights Sewer Lift Stations to W&O Construction Company

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

Action Form No.: AF-57-2016  
 Work Session: March 6, 2017  
 First Reading: N/A

Final Adoption: March 7, 2017  
 Staff Work By: Niki Ensor  
 Presentation By: Ryan McReynolds

#### **Recommendation:**

Approve the Resolution.

#### **Executive Summary:**

Bids were open on January 24, 2017 for construction of Colonial Heights Sewer Lift Stations. City staff and LDA Engineering have reviewed the bids and recommends awarding the contract to the apparent low bidder, W&O Construction, in the amount of \$831,797.

The project consists of the construction of two sewer lift stations necessary to provide service to annexed areas of Colonial Heights. Funding is identified in SW1511.

#### **Attachments:**

1. Resolution
2. Certified Bid Tab
3. Location Map

Funding source appropriate and funds are available: *je*

	<u>Y</u>	<u>N</u>	<u>O</u>
Duncan	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Clark	—	—	—

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

A RESOLUTION AWARDDING THE BID FOR THE COLONIAL HEIGHTS SEWER LIFT STATIONS PROJECT TO W&O CONSTRUCTION COMPANY, INC. AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, bids were opened January 24, 2017, for the Colonial Heights Sewer Lift Stations construction project; and

WHEREAS, upon review of the bids, the board finds W&O Construction Company, Inc., is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to enter into a contract for the construction of two lift stations necessary to provide service to annexed areas from W&O Construction Company, Inc. at an estimated construction cost of \$831,797.00; and

WHEREAS, funding is identified in project numbers SW1511;

Now therefore,

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

SECTION I. That the bid for the Colonial Heights Sewer Lift Stations construction project, consisting of construction of two lift stations necessary to provide service to annexed areas at an estimated cost of \$831,797.00 is awarded to W&O Construction Company, Inc., 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 7th day of March, 2017.

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

ATTEST:

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

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

**CITY OF KINGSPORT, TENNESSEE  
COLONIAL HEIGHTS PUMP STATIONS**

**CERTIFIED BID TABULATION**

<b>Bidder</b>	<b>Bid Amount</b>
W & O Construction Co., Inc.	\$793,897.00
Angel Construction Company	\$887,000.00
King General Contractors, Inc.	\$910,014.11
Innovative Wastewater Solutions, Inc.	\$925,000.00

I, the undersigned, do hereby certify that the foregoing bid tabulation is true and correct to the best of my knowledge, information, and belief:



Will Witcher, P.E.







**Brightwood SLS**

**Lebanon Road SLS**

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