



## AGENDA

### BOARD OF MAYOR AND ALDERMEN WORK SESSION

**Monday, May 1, 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. Police Dept. Overview – Chief Quillin
4. Projects Status – Jeff Fleming
5. Review of Items on May 2, 2017 Business Meeting Agenda
6. Adjourn

**Next Work Session, May 9, 2017, 2pm:** FY17-18 City Budget Overview & CIP

***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	7/1/2017	VFDs have been set. J.Cumby is working on final grading to prepare for asphalt. Start up and training dates are being scheduled.
\$7,500,000.00	Ryan McReynolds	Thompson, Michael	SR 347 (Rock Springs Road) [State & MTPO funded]	No City Funds	12/31/2020	Preliminary Design underway.
\$6,616,000.00	Chad Austin	Norman Eichmann	Reedy Creek Sewer Trunk Line	SW1400	2/1/2018	Tunnel under Lynn Garden complete. Grouting line in place.
\$4,000,000.00	Chris McCartt	Mason, David	New KATS Transit Center	GP1718	7/1/2018	Final design documents are anticipated 5/19/17 for review.
\$3,740,000.00	Niki Ensor	Niki Ensor	West Kingsport Forcemain and Pump Station Improvements	SW1708	6/1/2018	Updating gravity sewer alignment to avoid property fencing.
\$3,300,000.00	Michael Thompson	Thompson, Michael	Indian Trail Drive Extension	GP1615	12/31/2017	Utility coordination underway.
\$2,711,000.00	Chris McCartt	Mason, David	Meadowview Renovations	MV1600	4/28/2017	Substantial completion anticipated on schedule 4/28/17. Items remaining will include a few furniture items delayed in shipment, acoustical panels in the amphitheater, and solid counter tops in breakout area.
\$2,291,714.00	Chad Austin	Mike Hickman	Colonial Heights Ph V Sewer & Water	SW1512/WA1404	11/15/2017	Setting up Preconstruction meeting.
\$1,926,364.00	Chad Austin	Mike Hickman	Colonial Heights Ph IV Sewer & Water	SW1511	9/3/2017	Contractor working in Ft. Henry Drive/Wilmont Drive area
\$1,886,220.00	Chad Austin	Pamela Gilmer	System Wide Water Upgrades FY15 Phase 2	TBD	7/3/2017	Testing on Ft. Henry Dr. Preparing to test on Garland's Private Dr. Melrose Lane work to begin this week.
\$1,700,000.00	Michael Thompson	Thompson, Michael	Main Street Rebuild [City & MTPO Funded]	GP1516	4/1/2021	Survey and Environmental document work underway by consultant.
\$1,593,370.00	Chad Austin	Mason, David	Water/Wastewater/Stormwater Office	SW1705/WA1703/S T1708	7/15/2017	Priming walls, and pulling electrical wiring.
\$1,500,000.00	Rob Cole	Mason, David	Bays Mountain Dam Rehabilitation	GP1707	12/31/2017	Anticipate plans ready this summer.
\$1,250,000.00	Niki Ensor	Niki Ensor	Pipe Gallery Improvements	WA1505	3/31/2018	Wrapping up final design details.
\$1,245,300.00	Chris McCartt	Mason, David	Centennial Park	GP1533	7/3/2017	Pump house brick veneer in progress. Fountain piping in progress. Fountain recovery tank has arrived and being installed.
\$977,566.00	Ronnie Hammonds	Elsa, Tim	Wilcox Sidewalk Phase 5 [State & MTPO funded]	MPO15D	9/29/2017	BMA Approval contract 4/18/17. Contract documents are being processed.

Estimated Cost	Project Owner	Project Manager	Project Name	Project #	Completion Date	CurrentStatus
\$961,140.00	Michael Thompson	Thompson, Michael	Stone Drive - Phase 2 (SR 1, US 11W) Sidewalk Improvements from Stonebrook Place Pvt. Dr. to Lynn Garden Drive [95% State Funded 5% City]		8/31/2020	Consultant Evaluation Committee has selected primary and secondary consultant and will be negotiating a finalized scope and fee.
\$940,000.00	Kitty Frazier	Clabaugh, Hank	Kingsport Greenbelt - Eastern Extension - Phase 1 [Fed. Grant & City funded]	GP1529	11/1/2017	Meetings with property owners continue.
\$831,797.00	Niki Ensor	Hank Clabaugh	Colonial Heights SLS	SW1511	9/15/2017	Preconstruction meeting was held on 4/6/17. Construction is expected to start in June.
\$789,100.00	Chad Austin	Sam Chase	ARC Kingsport Sewer System Upgrade	SW1504	6/29/2017	Working on last 2 lines cleaning. One section left to grout.
\$697,475.00	Michael Thompson	Thompson, Michael	Stone Drive - Phase 1 (SR 1, US 11W) Sidewalk Improvements from Stonebrook Place Pvt. Dr. to American Way [95% State Funded 5% City]	TBD	12/8/2018	Contract extension request approved by BMA. Documents routed for signatures.
\$682,570.00	Michael Thompson	Thompson, Michael	Riverport Road Stabilization	GP1720, GP1723	6/30/2017	Bays Mtn. Rd. Stabilization complete except hydro-seeding. Work continues on Riverport Rd.
\$600,000.00	Kitty Frazier	Mason, David	Riverbend Park	GP1512	1/31/2018	BWSC under contract for master planning services.
\$573,406.80	Chad Austin	Hank Clabaugh	Miscellaneous Annexation Utility Improvements		5/31/2017	Sanitary sewer work has started on Rock Springs. Still awaiting final testing on Mitchell Road/Pickens Road water line.
\$541,072.00	Michael Thompson	Clabaugh, Hank	Enterprise Place Roadway Improvements	GP1611	6/6/2017	One side of the culvert is complete. Work has started on the other side. Retaining wall is under design.
\$522,000.00	Kitty Frazier	Mason, David	Borden Park Improvements Phase 1	GP1510	6/30/2017	Trail path staked for review on 4/26.
\$415,000.00	Chad Austin	Chris Alley	SR 93- Fall Branch section (TDOT)		12/27/2019	Under design by BWSC; "B Date" package due 8/1/2017; TDOT Letting Date: 12/8/2017
\$400,000.00	Michael Thompson	Thompson, Michael	Signalization of the SR 126 (Memorial Blvd. at Island Road Intersection [State & MTPO Funded])	MPO15A	9/30/2019	TDOT has requested obligation of construction funds from FHWA. Expect NTP with Construction week of 4/10/17.
\$352,000.00	Chad Austin	Chris Alley	SR 93- Horse Creek/Derby Drive Section (TDOT)		12/27/2019	Design modifications and easement drawings being made by BWSC; "B Date" package due 8/1/2017; TDOT Letting Date: 12/8/2017
\$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.
\$245,100.00	Rob Cole	Mason, David	Bays Mountain - Pavillion at Lily Pad Cove	GP1707	9/1/2017	Funding is in place. Executing agreement with Armstrong Construction
\$234,825.75	City Schools	Clabaugh, Hank	Dobyns-Bennett Parking Lot Improvements (Park St/Center St)		7/28/2017	The contract is going to the BOE for approval.

Estimated Cost	Project Owner	Project Manager	Project Name	Project #	Completion Date	CurrentStatus
\$221,800.00	Tim Elsea	Elsea, Tim	Lynn Garden Signal System [MTPO & City funded]	MPO15C	1/31/2018	Have right-of-way certification. Still awaiting utility certification.
\$200,000.00	Kitty Frazier	Mason, David	J. Fred Johnson Park Improvements	GP1629	9/15/2017	Bid opening 5/10/17.
\$194,400.00	Morris Baker	Mason, David	Library Children's Area	GP1400	7/6/2017	Ceiling grid installed, preparing for flooring installation.
\$90,000.00	Kitty Frazier	Clabaugh, Hank	Reedy Creek Terrace Bridge	ST1503	12/31/2017	Project is expected to be advertised for bids in June 2017.
\$50,000.00	Chad Austin	Chris Alley	Camp Bays Mountain Annexation		6/30/2017	Construction started
\$45,884.40	Kitty Frazier	Mason, David	Shade Structures at Brickyard Park	GP1729	7/31/2017	Materials on order.
\$39,823.00	Streets and Sanitation	Clabaugh, Hank	Tranbarger/Colfax Sidewalk Extension		5/30/2017	Contractor will begin work during the week of May 8th.
		Elsea, Tim	Sullivan Street & Clay Street Signal		10/13/2017	Working thru appraisals and right-of-way-purchase. Advertise 5/7/17, Pre-bid meeting 5/18/17, Bid opening 5/25/17.
	Chad Austin	Pamela Gilmer	Pendragon Sidewalk & Water Improvement		7/1/2018	Ready for TDEC submittal.
	Kitty Frazier	Clabaugh, Hank	Buffalo Grasslands Boardwalk/Greenbelt Connector		12/31/2017	The designer is completing final design to submit to the regulatory agency (TDEC) for review and approval.

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## **AGENDA**

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

#### **BUSINESS MEETING**

**Tuesday, May 2, 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** – Jack Edwards, Retired Minister of United Methodist Churches

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

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

1. ChamberZone Recognition (Mayor Clark)
2. CALEA Presentation/Recognition – Vince Dauro

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

None

**V. APPROVAL OF MINUTES**

1. Work Session – April 17, 2017
2. Business Meeting – April 18, 2017

**VI. COMMUNITY INTEREST ITEMS**

**A. PUBLIC HEARINGS**

1. Public Hearing, Resolution for 2017 Annual Action Plan for Community Development (AF: 108-2017) (Lynn Tully)
  - Public Hearing
  - Resolution
  - Annual Action Plan

**COMMENT**

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

**B. BUSINESS MATTERS REQUIRING FIRST READING**

1. Budget Adjustment Ordinance for FY17 (AF: 91-2017) (Jeff Fleming)
  - Ordinance – First Reading

**C. BUSINESS MATTERS REQUIRING FINAL ADOPTION**

1. Amend the FY 2017 General Purpose School Fund and General Project Fund Budgets (AF: 93-2017) (David Frye)
  - Ordinance – **Second Reading and Final Adoption**
2. Amending MPO15D and Award of Bid for SR-126 Wilcox Drive Sidewalk Phase 5 Improvements to Summers-Taylor, Inc. (AF: 84-2017) (Ryan McReynolds)
  - Ordinance – **Second Reading and Final Adoption**

**D. OTHER BUSINESS**

1. Procurement of Stream / Wetland Mitigation Credits (AF: 85-2017) (Ryan McReynolds)
  - Resolution
2. Awarding the Bid for the Purchase of One (1) Automated Recycling Truck (AF: 98-2017) (Ryan McReynolds)
  - Resolution
3. Awarding the Bid for the Purchase of Two (2) Cargo Vans (AF: 101-2017) (Ryan McReynolds)
  - Resolution
4. Approving the Architectural Agreement with Perkins & Will for the Completion of the Dobyns-Bennett Science and Technology Building (AF: 100-2017) (Davie Frye)
  - Resolution

5. Awarding the Bid for the Purchase of Three (3) 4X2 Extended Cab Pickup Trucks (AF: 102-2017) (Ryan McReynolds)
  - Resolution
6. Awarding the Bid for the Purchase of Four (4) 4X4 Extended Cab Pickup Trucks (AF: 103-2017) (Ryan McReynolds)
  - Resolution
7. Awarding the Bid for the Purchase of Two (2) Cutaway Cargo Vans to Ted Russell Ford (AF: 105-2017) (Steve Hightower)
  - Resolution
8. Authorizing the Award to Purchase E-Rate Category Two Hardware to Personal Computer Systems, Inc. (AF: 104-2017) (Scott Pierce, David Frye)
  - Resolution
9. Authorize the 2017 HOME Consortium Agreement (AF: 109-2017) (Lynn Tully)
  - Resolution
10. Amend the Schedule of Fees and Charges in Order to Incorporate the Cabana Rental Fees Associated with the Kingsport Aquatic Center (AF: 99-2017) (Chris McCartt)
  - Resolution

**VII. CONSENT AGENDA**

1. Approval of Additional Easement and Right-of-Way (AF: 106-2017) (Ryan McReynolds)
  - Offer
2. Approval of Easements and Rights-of-Way (AF: 107-2017) (Ryan McReynolds)
  - Offers

**VIII. COMMUNICATIONS**

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

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

**IX. ADJOURN**

Minutes of the Regular Work Session of the  
Board of Mayor and Aldermen, City of Kingsport, Tennessee  
Monday, April 17, 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. **MARKETING UPDATE.** Marketing and Public Relations Director Heather Cook presented this item, pointing out the progress that has been made since implementing the new city website. .
4. **SALES TAX, WELLNESS CLINIC, SAFETY AND PROJECTS STATUS.** City Manager Fleming gave an update on each item and answered questions from the board.
5. **REVIEW OF AGENDA ITEMS ON THE APRIL 18, 2017 REGULAR BUSINESS MEETING AGENDA.** City Manager Fleming and members of staff gave a summary or presentation for each item on the proposed agenda. The following items were discussed at greater length or received specific questions or concerns.

**VI.D.2 Bid Award for the Construction Phase 1 Improvements for Borden Park to Duco Constructions LLC (AF: 86-2017).** Assistant City Manager for Administration Chris McCartt provided details on this item, noting the work would consist of repaving existing trails as well as creating new ones, making adjustments to the disc golf course where necessary. He also stated the basketball court and around the building would be resurfaced in addition to reconstruction of the parking lots. He answered questions and addressed concerns from the public

**VI.D.3 Bid Award for the Purchase of One (1) Cab/Chassis with Grabber Loader to Stringfellow, Inc. (AF: 87-2017)** Assistant City Manager for Operation Ryan McReynolds presented this item. Fleet Manager Steve Hightower provided further details.

Alderman Segelhorst asked Fire Chief Dye to clarify some information in their annual report regarding sprinklers, response time and fire loss per capita.

**Minutes of the Regular Work Session of the Board of Mayor and Aldermen of  
Kingsport, Tennessee, Monday, April 17, 2017**

6. **ADJOURN.** Seeing no other matters presented for discussion at this work session, Mayor Clark adjourned the meeting at 5:28 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, April 18, 2017, 7:00 PM  
Large Court Room – City Hall

PRESENT: Board of Mayor and Aldermen

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

Alderman Tommy Olterman  
Alderman Tom C. Parham  
Alderman Tom Segelhorst

City Administration

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

- I. **CALL TO ORDER:** 7:00 p.m., by Mayor John Clark.
- II.A. **PLEDGE OF ALLEGIANCE TO THE FLAG:** Led by New Vision Youth.
- II.B. **INVOCATION:** Pastor Randall Wright, St. Matthew United Methodist Church.
- III. **ROLL CALL:** By City Recorder Demming. All Present.
- IV.A. **RECOGNITIONS AND PRESENTATIONS.**
  1. Proclamation - Holston Medical Group Celebrating 40 Years (Mayor Clark).
  2. Proclamation - Carpenter's Helping Ministry Celebrating 30 Years (Vice Mayor McIntire).
- IV.B. **APPOINTMENTS/REAPPOINTMENTS.**
  1. **Appointment and Reappointment to the Board of Zoning Appeals** (AF: 80-2017) (Mayor Clark).

Motion/Second: Segelhorst/Duncan, to approve:

REAPPOINTMENT OF MR. ASHOK GALA FOR A SECOND TERM AND APPOINTMENT OF MS. ANITA CAMPBELL TO REPLACE MR. ROB WINSTEAD WHO IS STEPPING DOWN AFTER SERVING 12 YEARS. BOTH TERMS WILL BEGIN MAY 1, 2017 AND WILL EXPIRE DECEMBER 31, 2019.

Passed: All present voting "aye."

V. **APPROVAL OF MINUTES.**

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

- A. April 3, 2017 Regular Work Session
- B. April 4, 2017 Regular Business Meeting

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, April 18, 2017**

Approved: All present voting "aye."

**VI. COMMUNITY INTEREST ITEMS.**

**A. PUBLIC HEARINGS.**

**1. Annexation Annual Plan of Services Report (AF: 72-2017)**  
(Nathan Woods). City Planner Nathan Woods gave a brief presentation on this item.

**PUBLIC COMMENT ON ITEM VI.A.1.** 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. Amend FY17 General Purpose School Fund and General Project Fund Budgets (AF: 93-2017)** (David Frye).

Motion/Second: Duncan/George, to pass:

AN ORDINANCE TO AMEND THE FY 2016-17 GENERAL PURPOSE SCHOOL FUND AND GENERAL PROJECT FUND BUDGETS; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**2. Amend MPO15D and Bid Award for SR-126 Wilcox Drive Sidewalk Phase 5 Improvements to Summers-Taylor, Inc. (AF: 84-2017)**  
(Ryan McReynolds).

Motion/Second: Segelhorst/George, to pass:

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

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

Motion/Second: Segelhorst/Parham, to pass:

**Resolution No. 2017-183**, A RESOLUTION AWARDED THE BID FOR THE SR-126 WILCOX DRIVE SIDEWALK PHASE 5 IMPROVEMENT PROJECT TO SUMMERS-TAYLOR, 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

Passed: All present voting "aye."

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

**1. Amend Zoning for the Seaver Road Annexation (AF: 71-2017)**  
(Jessica Harmon).

Motion/Second: McIntire/Duncan, to pass:

**ORDINANCE NO. 6658**, AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ON SEAVER ROAD FROM COUNTY R-1, LOW DENSITY RESIDENTIAL DISTRICT TO CITY R-1B, LOW DENSITY RESIDENTIAL DISTRICT IN THE 13<sup>TH</sup> CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**2. Accept Donations for Commissioned Artwork for the Children's Area at the Library and Appropriate Funds (AF: 66-2017)**  
(Chris McCartt).

Motion/Second: Parham/George, to pass:

**ORDINANCE NO. 6659**, AN ORDINANCE TO AMEND THE GENERAL PROJECT-SPECIAL REVENUE FUND BUDGET BY APPROPRIATING DONATED FUNDS TO THE LIBRARY CHILDREN'S ARTWORK PROJECT FOR THE YEAR ENDING JUNE 30, 2017; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**3. Amend General Purpose School Fund and General Project Fund Budgets by Appropriating Funds Received from Sullivan County (AF: 77-2017) (Dr. Ailshie, Jeff Fleming).**

Motion/Second: McIntire/Parham, to pass:

**ORDINANCE NO. 6660**, 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

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

**4. Transfer Funds for Sanitary Sewer Facilities and Waterline Upgrades - Colonial Heights Phase 5 Project (AF: 52-2017) (Ryan McReynolds).**

Motion/Second: McIntire/Parham, to pass:

**ORDINANCE NO. 6661**, AN ORDINANCE TO AMEND THE WATER PROJECT FUND BY TRANSFERRING FUNDS TO THE COLONIAL HEIGHTS PHASE V PROJECT FOR THE YEAR ENDING JUNE 30, 2017; AND TO FIX THE EFFECTIVE DATE OF

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THIS ORDINANCE

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

**5. Amend Senior Advisory Council Funds/Senior Trips**  
(AF: 79-2017) (Shirley Buchanan).

Motion/Second: Duncan/George, to pass:

**ORDINANCE NO. 6662**, AN ORDINANCE TO AMEND THE SENIOR CITIZENS ADVISORY FUND BUDGET BY APPROPRIATING FUNDS RECEIVED FROM SENIOR CITIZENS THE YEAR ENDING JUNE 30, 2017; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**D. OTHER BUSINESS.**

**1. Approve Application and Contract with VDOT for Transit Planning** (AF: 83-2017) (Bill Albright).

Motion/Second: McIntire/Parham, to pass:

**Resolution No. 2017-184**, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE ELECTRONIC APPLICATION AND CONTRACT BETWEEN THE CITY OF KINGSFORT AND THE VIRGINIA DEPARTMENT OF TRANSPORTATION TO RECEIVE FEDERAL HIGHWAY ADMINISTRATION PLANNING FUNDS FOR USE BY THE KINGSFORT AREA METROPOLITAN TRANSPORTATION PLANNING ORGANIZATION FOR THE FISCAL YEAR 2018; AUTHORIZING THE MAYOR TO EXECUTE THE FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES, AND ANY OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE LETTER OF AUTHORIZATION

Passed: All present voting "aye."

**2. Bid Award for the Construction Phase 1 Improvements for Borden Park to Duco Constructions LLC** (AF: 86-2017) (Chris McCartt)

Motion/Second: George/Segelhorst, to pass:

**Resolution No. 2017-185**, A RESOLUTION AWARDED A CONTRACT FOR THE CONSTRUCTION OF PHASE 1 IMPROVEMENTS FOR BORDEN PARK TO DUCCO CONSTRUCTION LLC AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR SAME AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

**3. Bid Award for the Purchase of One (1) Cab/Chassis with Grabber Loader to Stringfellow, Inc.** (AF: 87-2017) (Ryan McReynolds).

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Motion/Second: McIntire/Segelhorst, to pass:

**Resolution No. 2017-186**, A RESOLUTION AWARDDING THE BID FOR THE PURCHASE OF ONE CAB/CHASSIS WITH GRABBER LOADER TO STRINGFELLOW, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

Passed: All present voting "aye."

**4. Approve Full Release of Lien to Von and Gloria Lewis**  
(AF: 82-2017) (Mike Billingsley).

Motion/Second: Olterman/Segelhorst, to pass:

**Resolution No. 2017-187**, A RESOLUTION APPROVING A FULL RELEASE OF LIEN FOR VON AND GLORIA LEWIS AND AUTHORIZING THE MAYOR TO EXECUTE THE RELEASE AND ANY AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE RELEASE

Passed: All present voting "aye."

**5. Reject Bids for Life and Long-Term Disability Insurance**  
(AF: 90-2017) (George DeCroes).

Motion/Second: George/Duncan, to pass:

**Resolution No. 2017-188**, A RESOLUTION REJECTING ALL PROPOSALS FOR LONG TERM DISABILITY INSURANCE AND LIFE INSURANCE; RENEWING THE AGREEMENTS WITH THE CURRENT CARRIERS AND AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY AND PROPER TO RENEW THE LONG TERM DISABILITY INSURANCE AND LIFE INSURANCE WITH THE CURRENT CARRIERS

Passed: All present voting "aye."

**6. Supplement Request with Mattern & Craig, Inc. for the Indian Trail Drive Extension Project** (AF: 88-2017) (Ryan McReynolds).

Motion/Second: McIntire/Parham, to pass:

**Resolution No. 2017-189**, A RESOLUTION APPROVING AN AMENDMENT TO THE AGREEMENT WITH MATTERN & CRAIG, INC. FOR THE INDIAN TRAIL DRIVE EXTENSION PROJECT; 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."

**7. TDOT Grant Contract Amendment One (Time Extension) for Stone Drive Multi-Modal Access Project Phase 1** (AF: 89-2017) (Ryan McReynolds).

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Motion/Second: Duncan/Segelhorst, to pass:

**Resolution No. 2017-190**, A RESOLUTION APPROVING AMENDMENT ONE TO GRANT CONTRACT 150074, PIN #121997.00 WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR THE STONE DRIVE MULTI-MODAL ACCESS PROJECT PHASE 1; 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."

**8. Execution of an Agreement with Frontier Health for Counseling Services for Kingsport City Schools (AF: 96-2017) (David Frye).**

Motion/Second: McIntire/George, to pass:

**Resolution No. 2017-191**, A RESOLUTION APPROVING AN AGREEMENT WITH FRONTIER HEALTH FOR COUNSELING SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

**9. Apply and Accept Section 5307 Capital/Operating Grant from the U.S. Department of Transportation (AF: 81-2017) (Chris McCartt).**

Motion/Second: Olterman/Duncan, to pass:

**Resolution No. 2017-192**, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE FEDERAL TRANSIT ADMINISTRATION SECTION 5307 FUNDS FROM THE U.S. DEPARTMENT OF TRANSPORTATION FOR FISCAL YEAR 2017-2018

Passed: All present voting "aye."

**10. Assignment of a Lease to the Sullivan County-Bluff City-Kingsport Animal Control Center, Inc. (AF: 94-2017) (Mike Billingsley).**

Motion/Second: Parham/Duncan, to pass:

**Resolution No. 2017-193**, A RESOLUTION APPROVING AN ASSIGNMENT OF A LEASE TO THE SULLIVAN COUNTY-BLUFF CITY-KINGSPORT ANIMAL CONTROL CENTER, INC. AND AUTHORIZING THE MAYOR TO EXECUTE THE ASSIGNMENT AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

Passed: All present voting "aye."

**11. Amend Hazen and Sawyer Professional Service Agreement for Design of Water Treatment Plant Chemical Feed Facilities (AF: 95-2017) (Ryan McReynolds).**

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Motion/Second: Segelhorst/Parham, to pass:

**Resolution No. 2017-194**, A RESOLUTION APPROVING AN AMENDMENT TO THE AGREEMENT WITH HAZEN AND SAWYER FOR THE DESIGN OF THE WATER TREATMENT PLANT CHEMICAL FEED AND STORAGE IMPROVEMENTS; 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."

**VII. CONSENT AGENDA.**

1. **Approve Offers for Purchase and Tennessee Department of Transportation Agreement of Sale (AF: 92-2017) (Ryan McReynolds).**

Motion/Second: McIntire/Parham, to adopt:

**Resolution No. 2017-195**, A RESOLUTION APPROVING OFFERS FOR THE PURCHASE OF TWELVE (12) TRACTS OF REAL PROPERTY FOR THE EASTERN GREENBELT EXTENSION PROJECT; APPROVING TENNESSEE DEPARTMENT OF TRANSPORTATION'S AGREEMENT OF SALE; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENTS FOR EACH PROPERTY ACQUIRED PURSUANT HERETO AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

Passed: All present voting "aye."

**VIII. COMMUNICATIONS.**

- A. CITY MANAGER.** Mr. Fleming summarized the marketing update that was presented at the work session yesterday and thanked Heather Cook for all the work she has done.
- B. MAYOR AND BOARD MEMBERS.** Alderman Duncan stated his tie was signed by the Dobyys Bennett baseball team. He reminded everyone of Clean Sweep Saturday coming up. Alderman Segelhorst commented on the Fire Department annual report, commending the public safety organizations in Kingsport. Alderman Parham discussed the general health of the city and the steps that have been taken by the board to positively address economic issues. Alderman Olterman commended that candidates running for aldermen. He encouraged everyone to vote and let their voice be heard. Alderman George mentioned the DBHS FFA fundraising flower sale will be Saturday. Vice-Mayor McIntire congratulated Holston Medical Group and Carpenter's Helping Ministry. He thanked the Chamber for the new Kingsport sign and recognized Healthy Kingsport for the work they do for the community. Lastly he commented on the elm tree that was donated on Elm Street. Mayor Clark echoed Alderman Parham's comments on the positive attributes of Kingsport. He also congratulated the police department for

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meeting the nation's highest standards of professionalism, noting their recent award for being an accredited department for at least 25 years, noting the KPD has been accredited eight times.

**C. VISITORS.** Mr. Mark Vicars commented on the disc golf Borden Park and the sport in general.

**IX. ADJOURN.** Seeing no other business for consideration at this meeting, Mayor Clark adjourned the meeting at 8:10 p.m.

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ANGELA MARSHALL  
Deputy City Recorder

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JOHN CLARK  
Mayor



## AGENDA ACTION FORM

### Public Hearing, Resolution for 2017 Annual Action Plan for Community Development

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

Action Form No.: AF-108-2017  
 Work Session: May 1, 2017  
 First Reading: N/A

Final Adoption: May 2, 2017  
 Staff Work By: Haga  
 Presentation By: Lynn Tully, AICP

#### Recommendation:

- Conduct Public Hearing
- Approve Authorizing Resolution
- Approve 2017 Annual Action Plan

#### Executive Summary:

To receive Community Development Block Grant, the City of Kingsport must submit an Annual Action Plan which describes the strategies, objectives, projects and activities for funding under the program. For Fiscal Year 2017/18, the City of Kingsport must approve an Action Plan utilizing \$342,166 CDBG funds. Attached to this action form is a summary of proposed activities of the 2016 Annual Action Plan, including recommendations for funding under the CDBG program.

As of the date of this writing, because Congress has not completed the appropriation process for the CDBG program, the attached plan was developed to provide funding for the various projects based on funding levels set for the previous fiscal year. Community Development proposes that the Board of Mayor and Aldermen approve the attached plan with the intent that all separate project funding allocations be adjusted based on the final funding notice amounts provided by the Department of Housing and Urban Development to be received at a later date. This action will allow the City to begin implementation of the Community Development program with minimal delays. This recommendation and projects descriptions are attached. Also attached is a resolution authorizing the Mayor to execute all necessary documents to receive CDBG funding.

#### Attachments:

1. Public Hearing Notice
2. Resolution
3. Annual Action Plan Proposal

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

## NOTICE

The Kingsport Board of Mayor and Aldermen will conduct a Public Hearing to receive citizen input concerning the City's 2017 Annual Action Plan for Housing and Community Development. The 2017 Annual Action Plan describes proposed activities of the City's Community Development Program for the period of July 1, 2017 through June 30, 2018 utilizing Community Development Block Grant funds. The Public Hearing will be held at the Regular Meeting of the Board of Mayor and Aldermen at 7:00 p.m. on Tuesday, May 2, 2017 in the Large Courtroom of City Hall, 225 W. Center Street. All citizens are invited to participate in this meeting. A draft of the proposed 2017 Annual Action Plan is available for review at the Community Development Office, 201 W. Market Street.

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City Clerk

P1T: 4/26/17

RESOLUTION NO. 2017-\_\_\_\_\_

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO RECEIVE COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING FOR FISCAL YEAR 2018, FROM THE UNITED STATES OF DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

WHEREAS, Community Development Block Grant funding, for fiscal year 2018, is available through the U. S. Department of Housing and Urban Development; and

WHEREAS, certain documents must be completed and executed to receive the funds.

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney, all documents necessary and proper to receive Community Development Block Grant funding, for fiscal year 2018, through the U. S. Department of Housing and Urban Development.

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 2<sup>nd</sup> day of May, 2017.

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

ATTEST:

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

APPROVED AS TO FORM:

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

# Community Development Action Plan

## FY 2017/2018

### Proposed Project Descriptions

#### Housing

- KAHR Program – In FY 2017/2018, Community Development proposes to utilize \$123,733 in the KAHR program. KAHR provides emergency repair of low and moderate income housing city-wide. This program utilizes volunteer labor provided by Carpenter’s Helpers (FBSUMC) to offer emergency repair services to low and moderate income households. CDBG funds, as well as City General Funds, are used to purchase materials for repair projects.

Also as part of the KAHR program, CDBG funds could be used to purchase dilapidated, vacant properties identified through the City’s Codes Enforcement program.

Community Programs – For 2017/2018, Community Development proposes to fund the Community Programs line item at \$40,000. These programs provide services including literacy, tutoring, employment readiness and community enrichment programs, targeted to low and moderate income persons and families. These grants are administered through subrecipient agreements prescribed by the U. S. Department of Housing and Urban Development (HUD) and monitored by the Community Development office. Upon approval of the overall funding allocation by the Board of Mayor and Aldermen, the Community Development Advisory Committee will review applications from various agencies and recommend funding agreements to the BMA. These agreements will be presented to the BMA after approval of CDBG funding by HUD.

Code Enforcement – In 2017, the Mayor’s One Kingsport Summit recommended several action plan emphases to improve the Kingsport community in various target themes. Among these themes was the area of housing. The housing study committee has put forward a number of priorities for housing in the city, which spans the spectrum from affordable housing to up-scale market rate housing. One emphasis involved in housing is strengthening the City’s Code Enforcement program. Since a substantial amount of code enforcement effort for the City is relative to lower income housing, the Advisory Committee recommended allocating \$39,000 for the City’s Code Enforcement program. Funds would be used to bolster the City’s code enforcement inspections and review activities.

HOPE VI – For Program Year 2017, Community Development proposes to allocate \$70,000 for repayment of a Section 108 Loan in support of the HOPE VI Riverview/Sherwood/Hiwassee Improvement project. In 2007 the City applied for

\$856,000 Section 108 Loan to fund acquisition or real property, demolition of existing structures and/or infrastructure improvements in the Riverview Neighborhood as part of the HOPE VI project. Section 108 requires that the local jurisdiction utilize its current and future CDBG funds as collateral for the loan. Community Development has calculated that the City would need to set aside approximately \$70,000 CDBG funds per year for 20 years to support this proposal.

Administration – For Program Year 2017, Community Development proposes an administration budget of \$68,433. These funds provide staffing and necessary office expenses for the overall administration of the CDBG program, including the addition of shared costs of a Grants Accountant in the Finance Department. Administration funds are also utilized for Fair Housing Activities.

# **2017 COMMUNITY DEVELOPMENT BLOCK GRANT**

<b>Housing</b>	
<b>KAHR Program</b>	<b>\$123,733</b>
<b>Community Programs</b>	<b>\$ 40,000</b>
<b>Code Enforcement</b>	<b>\$ 39,000</b>
<b>HOPE VI Project</b>	<b>\$ 70,000</b>
<b>Administration</b>	<b><u>\$ 68,433</u></b>
<b>TOTAL</b>	<b>\$342,166</b>



AGENDA ACTION FORM

**Budget Adjustment Ordinance for FY17**

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

Action Form No.: AF-91-2017  
Work Session: May 1, 2017  
First Reading: May 2, 2017

Final Adoption: May 16, 2017  
Staff Work By: Judy Smith  
Presentation By: Jeff Fleming

**Recommendation:**

Approve the Ordinance.

**Executive Summary:**

The ordinance will transfer \$50,000 from the Local Roads/Sidewalk project to the Sullivan and Clay Signal project. It will transfer \$42,500 from the Visitor's Enhancement operating budget to the Visitors Enhancement Improvement project to fund new seating at Hunter Wright Stadium, and \$1,970 will be transferred from the Daniel Boone Wilderness Trail Sign project (NC1305) to the Heritage Trail project to purchase signs and brochures. Project NC1305 will be closed.

The Storm Water Project Fund will be amended by transferring funds and closing old projects. A transfer of \$50,000 will be made to the New Office/Lab Furnishing project to renovate and furnish the new office, \$40,000 will be transferred to the Storm Water Facility Improvements project and \$186,384 will be transferred to the Equipment/Vehicle Purchase project. Projects ST1600, ST1702, ST1300, ST1601, ST1701, ST1302 and ST1705 will be closed.

**Attachments:**

- 1. Ordinance

Funding source appropriate and funds are available: 

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

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

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

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

SECTION I. That the General Project Fund budgets be amended by transferring \$50,000 from the Local Roads Sidewalks project (GP1403) to the Sullivan and Clay Signal project (GP1740), by transferring \$42,500 from the Visitor's Enhancement Fund to the Visitor Enhancement Improvement project (GP1728) and by appropriating a \$50 donation to the Fire Department operating budget and by appropriating \$4,947 to the Centennial project (NC1613) for merchandise sales; and, that the General Project-Special Revenue Fund budgets be amended by transferring \$1,970 from the D. Wilder Trail Sign project(NC1305) to the Heritage Trail project (NC1708).

SECTION II. That the Storm Water Project Fund budgets be amended by transferring \$40,000 from the Pendleton Place Drainage project (ST1702) to the Storm Water Facility Improvement project (ST1708), by transferring \$30,000 from the Ex. Detention Pond (ST1701), by transferring \$81,364 from the Mad Branch Improvement project (ST1302) by transferring \$75,000 from the Downtown Culvert Insp. Project (ST1705) to the Equipment/Vehicle Purchase (ST1710) making the total transfer to ST1710 \$186,384. The following projects will be closed: NC1305, ST1600, ST1702, ST1300, ST1601, ST1701, ST1302 and ST1705.

<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>Local Roads Sidewalks (GP1403)</u></b>			
<b><u>Revenues:</u></b>	\$	\$	\$
311-0000-368-1046 Series 2013B GO Pub Imp	14,896	0	14,896
311-0000-368-1047 Series 2014 A GO Bonds	34,659	0	34,659
311-0000-368-1051 Series 2015A (Oct) GO PI	492,234	(50,000)	442,234
311-0000-368-2101 Premium From Bond Sale	39,304	0	39,304
<b>Totals:</b>	<b>581,093</b>	<b>(50,000)</b>	<b>531,093</b>

<b><u>Expenditures:</u></b>	\$	\$	\$
311-0000-601-2023 Arch/Eng/Landscaping	0	42,952	42,952
311-0000-601-4041 Bond Sale Expense	16,642	0	16,642
311-0000-601-9003 Improvements	564,451	(92,952)	471,499
<b>Totals:</b>	<b>581,093</b>	<b>(50,000)</b>	<b>531,093</b>

<b><u>Fund 311: General Project Fund</u></b>			
<b><u>Sullivan &amp; Clay Signal (GP1740)</u></b>			
<b><u>Revenues:</u></b>	\$	\$	\$
311-0000-368-1051 Series 2015A (Oct) GO PI	0	50,000	50,000
<b>Totals:</b>	<b>0</b>	<b>50,000</b>	<b>50,000</b>

<b><u>Expenditures:</u></b>	\$	\$	\$
311-0000-601-9001 Land	0	10,000	10,000
311-0000-601-9003 Improvements	0	40,000	40,000
<b>Totals:</b>	<b>0</b>	<b>50,000</b>	<b>50,000</b>

**Fund 311: General Project Fund**  
**Visitor Enhancement Improvnt (GP1728)**

<b><u>Revenues:</u></b>	\$	\$	\$
311-0000-391-6900 Visitors Enhancement Fund	90,000	42,500	132,500
<b>Totals:</b>	<b>90,000</b>	<b>42,500</b>	<b>132,500</b>

<b><u>Expenditures:</u></b>	\$	\$	\$
311-0000-601-9003 Improvements	90,000	42,500	132,500
<b>Totals:</b>	<b>90,000</b>	<b>42,500</b>	<b>132,500</b>

**Fund 135: Visitors Enhancement Fund**

<b><u>Expenditures:</u></b>	\$	\$	\$
135-1015-405-8015 KCVB (Tourism Council)	75,000	(42,500)	32,500
135-4804-481-7036 Transfer to Gen. Proj. Fund	154,585	42,500	197,085
<b>Totals:</b>	<b>229,585</b>	<b>0</b>	<b>229,585</b>

**Fund 110: General Fund**

<b><u>Revenues:</u></b>	\$	\$	\$
110-0000-364-2000 From Corporations	19,335	50	19,385
<b>Totals:</b>	<b>19,335</b>	<b>50</b>	<b>19,385</b>

<b><u>Expenditures:</u></b>	\$	\$	\$
110-3501-451-4099 Miscellaneous	9,064	50	9,114
<b>Totals:</b>	<b>9,064</b>	<b>50</b>	<b>9,114</b>

**Fund 111: General Project-Special Rev Fund**  
**D Boone Wilder Trail Sign (NC1305)**

<b><u>Revenues:</u></b>	\$	\$	\$
111-0000-391-0100 From General Fund	5,000	(1,970)	3,030
<b>Totals:</b>	<b>5,000</b>	<b>(1,970)</b>	<b>3,030</b>

<b><u>Expenditures:</u></b>	\$	\$	\$
111-0000-601-2011 Printing and Binding	2,000	(220)	1,780
111-0000-601-3020 Operating Supplies & Tools	3,000	(1,750)	1,250
<b>Totals:</b>	<b>5,000</b>	<b>(1,970)</b>	<b>3,030</b>

**Fund 111: General Project-Special Rev Fund  
Heritage Trail(NC1708)**

<b>Revenues:</b>	\$	\$	\$
111-0000-391-0100 From General Fund	0	1,970	1,970
<b>Totals:</b>	<b>0</b>	<b>1,970</b>	<b>1,970</b>

<b>Expenditures:</b>	\$	\$	\$
111-0000-601-2011 Printing and Binding	0	220	220
111-0000-601-3020 Operating Supplies & Tools	0	1,750	1,750
<b>Totals:</b>	<b>0</b>	<b>1,970</b>	<b>1,970</b>

**Fund 457: Storm Water Project Fund  
EX Detention Pond (ST1600)**

<b>Revenues:</b>	\$	\$	\$
457-0000-391-9500 From Storm Water Fund	50,000	(50,000)	0
<b>Totals:</b>	<b>50,000</b>	<b>(50,000)</b>	<b>0</b>

<b>Expenditures:</b>	\$	\$	\$
457-0000-622-9003 Improvements	50,000	(50,000)	0
<b>Totals:</b>	<b>50,000</b>	<b>(50,000)</b>	<b>0</b>

**Fund 457: Storm Water Project Fund  
New Office/Lab Furnishing (ST1706)**

<b>Revenues:</b>	\$	\$	\$
457-0000-391-9500 From Storm Water Fund	15,000	50,000	65,000
<b>Totals:</b>	<b>15,000</b>	<b>50,000</b>	<b>65,000</b>

<b>Expenditures:</b>	\$	\$	\$
457-0000-622-9006 Purchases Over \$5,000	15,000	50,000	65,000
<b>Totals:</b>	<b>15,000</b>	<b>50,000</b>	<b>65,000</b>

**Fund 457: Storm Water Project Fund  
Pendleton Place Drainage (ST1702)**

<b>Revenues:</b>	\$	\$	\$
457-0000-391-9500 From Storm Water Fund	40,000	(40,000)	0
<b>Totals:</b>	<b>40,000</b>	<b>(40,000)</b>	<b>0</b>

<b>Expenditures:</b>	\$	\$	\$
457-0000-622-9003 Improvements	40,000	(40,000)	0
<b>Totals:</b>	<b>40,000</b>	<b>(40,000)</b>	<b>0</b>

**Fund 457: Storm Water Project Fund**

**Storm Water Facility Imp. (ST1708)**

**Revenues:**

457-0000-391-9500 From Storm Water Fund	\$ 450,000	\$ 40,000	\$ 490,000
<b>Totals:</b>	<b>450,000</b>	<b>40,000</b>	<b>490,000</b>

**Expenditures:**

457-0000-622-9003 Improvements	\$ 450,000	\$ 40,000	\$ 490,000
<b>Totals:</b>	<b>450,000</b>	<b>40,000</b>	<b>490,000</b>

**Fund 457: Storm Water Project Fund**

**EX Detention Pond (ST1701)**

**Revenues:**

457-0000-391-9500 From Storm Water Fund	\$ 30,000	\$ (30,000)	\$ 0
<b>Totals:</b>	<b>30,000</b>	<b>(30,000)</b>	<b>0</b>

**Expenditures:**

457-0000-622-9003 Improvements	\$ 30,000	\$ (30,000)	\$ 0
<b>Totals:</b>	<b>30,000</b>	<b>(30,000)</b>	<b>0</b>

**Fund 457: Storm Water Project Fund**

**Madd Branch Imp (ST1302)**

**Revenues:**

457-0000-391-9500 From Storm Water Fund	\$ 125,000	\$ (81,384)	\$ 43,616
<b>Totals:</b>	<b>125,000</b>	<b>(81,384)</b>	<b>43,616</b>

**Expenditures:**

457-0000-622-2022 Construction Contracts	\$ 101,625	\$ (66,823)	\$ 34,802
457-0000-622-2023 Arch/Eng/Landscaping	15,000	(14,500)	500
457-0000-622-9001 Land	8,375	(61)	8,314
<b>Totals:</b>	<b>125,000</b>	<b>(81,364)</b>	<b>43,616</b>

**Fund 457: Storm Water Project Fund**

**Downtown Culvert Insp. (ST1705)**

**Revenues:**

457-0000-391-9500 From Storm Water Fund	\$ 75,000	\$ (75,000)	\$ 0
<b>Totals:</b>	<b>75,000</b>	<b>(75,000)</b>	<b>0</b>

**Expenditures:**

457-0000-622-2022 Construction Contracts	\$ 75,000	\$ (75,000)	\$ 0
<b>Totals:</b>	<b>75,000</b>	<b>(75,000)</b>	<b>0</b>

**Fund 457: Storm Water Project Fund**  
**Equipment/Vehicle Purchase (ST1710)**

<b><u>Revenues:</u></b>	\$	\$	\$
457-0000-391-9500 From Storm Water Fund	0	186,384	186,384
<b><i>Totals:</i></b>	<b>0</b>	<b>186,384</b>	<b>186,384</b>

<b><u>Expenditures:</u></b>	\$	\$	\$
457-0000-622-9006 Purchases Over \$5,000	0	186,384	186,384
<b><i>Totals:</i></b>	<b>0</b>	<b>186,384</b>	<b>186,384</b>

**Fund 111: General Project-Special Rev Fund**  
**Centennial Project (NC1613)**

<b><u>Revenues:</u></b>	\$	\$	\$
111-0000-341-1087 Merchandise Sales	697	766	1,463
111-0000-341-5010 Centennial Merchandise	1,788	3,555	5,343
111-0000-364-3000 From Non-Profits	0	625	625
111-0000-368-9900 Miscellaneous	-5	0	-5
111-0000-391-0100 From General Fund	90,186	0	90,186
<b><i>Totals:</i></b>	<b>92,666</b>	<b>4,946</b>	<b>97,612</b>

<b><u>Expenditures:</u></b>	\$	\$	\$
111-0000-601-3020 Operating Supplies & Tools	87,266	4,946	92,212
111-0000-631-1010 Salaries & Wages	4,310	0	4,310
111-0000-631-1020 Social Security	1,000	0	1,000
111-0000-631-1060 Workmen's Comp	10	0	10
111-0000-631-1061 Unemployment Ins.	80	0	80
<b><i>Totals:</i></b>	<b>92,666</b>	<b>4,946</b>	<b>97,612</b>

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

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



**AGENDA ACTION FORM**

**Amend the FY 2017 General Purpose School Fund and General Project Fund Budgets**

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

Action Form No.: AF-93-2017  
Work Session: April 17, 2017  
First Reading: April 18, 2017

**Final Adoption: May 2, 2017**  
Staff Work By: David Frye  
Presentation By: David Frye

**Recommendation:**

Approve the Ordinance.

**Executive Summary:**

The Board of Education approved fiscal year 2017 budget amendment number five at their meeting on April 4, 2016. This amendment increases the General Purpose School Fund budget by \$102,000. The estimated revenue for Current Year Property Taxes will be increased by \$102,000 and the appropriation for Fund Transfers will be increased \$102,000. This will fund the local portion of a \$400,000 project to increase wireless internet access in the lower elementary grades. The General Project fund will amended by establishing a project for Elementary Wireless Upgrade in the amount of \$400,000. \$102,000 will come from a transfer from the General Purpose School Fund budget and \$298,000 will come from E-Rate funds. The General Project Fund budget will also be amended by increasing the budget for the Lincoln Roof Project by \$31,088. These funds were previously transferred from the General Purpose School Fund.

**Attachments:**

1. Ordinance
2. BOE Budget Amendment Number Five – FY 2017

Funding source appropriate and funds are available: *JF*

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



AGENDA ACTION FORM

Amend the FY 2017 General Purpose School Fund and General Project Fund Budgets

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

Action Form No.: AF-93-2017  
Work Session: April 17, 2017  
First Reading: April 18, 2017

Final Adoption: May 2, 2017  
Staff Work By: David Frye  
Presentation By: David Frye

**Recommendation:**  
Approve the Ordinance.

**Executive Summary:**

The Board of Education approved fiscal year 2017 budget amendment number five at their meeting on April 4, 2016. This amendment increases the General Purpose School Fund budget by \$102,000. The estimated revenue for Current Year Property Taxes will be increased by \$102,000 and the appropriation for Fund Transfers will be increased \$102,000. This will fund the local portion of a \$400,000 project to increase wireless internet access in the lower elementary grades. The General Project fund will amended by establishing a project for Elementary Wireless Upgrade in the amount of \$400,000. \$102,000 will come from a transfer from the General Purpose School Fund budget and \$298,000 will come from E-Rate funds. The General Project Fund budget will also be amended by increasing the budget for the Lincoln Roof Project by \$31,088. These funds were previously transferred from the General Purpose School Fund.

**Attachments:**

- 1. Ordinance
- 2. BOE Budget Amendment Number Five – FY 2017

Funding source appropriate and funds are available:

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

ORDINANCE NO. \*\*\*\*

AN ORDINANCE TO AMEND THE FY 2016-17 GENERAL PURPOSE SCHOOL FUND AND GENERAL PROJECT FUND BUDGETS; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Purpose School Fund budget be amended to ratify the Kingsport Board of Education approval of Budget Amendment Number Five to increase the estimated revenue for Current Year Property Taxes by \$102,000. The expenditure budget will be changed by increasing the appropriation for Fund Transfers by \$102,000. The General Project Fund Budget will be amended by increasing the estimated revenue for the Elementary Wireless Project (GP1738) – E-Rate funds by \$298,000 and Transfers from the General Purpose School Fund by \$102,000 and by increasing the appropriation for Equipment by \$400,000. In addition the General Project Fund will be amended by increasing the estimated revenue for the School Improvements project (Lincoln Roof) (GP1513) – Transfers from School Fund and by increasing appropriation for Construction Contracts by \$31,088.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b>Fund 141: School Fund</b>			
<b>Revenues:</b>	\$	\$	\$
141-0000-339-0110 Current Year Property Taxes	18,200,000	102,000	18,302,000
<b>Totals:</b>	<b>18,200,000</b>	<b>102,000</b>	<b>18,302,000</b>

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b>Expenditures:</b>	\$	\$	\$
141-7950-811-0590 Fund Transfers	45,648,636	102,000	45,750,636
<b>Totals:</b>	<b>45,648,636</b>	<b>102,000</b>	<b>45,750,636</b>

<b>Fund 311: General Project Fund</b>			
<b>School Improvements(GP1513)</b>			
<b>Revenues:</b>	\$	\$	\$
311-0000-391-2100 Transfer from School Fund	125,000	31,088	156,088
<b>Total:</b>	<b>125,000</b>	<b>31,088</b>	<b>156,088</b>

<b>Expenditures:</b>	\$	\$	\$
311-0000-601-2022 Construction Contracts	1,425,500	31,088	1,456,588
<b>Total:</b>	<b>1,425,500</b>	<b>31,088</b>	<b>1,456,588</b>

**Elementary Wireless Upgrades (GP1738)**

**Revenues:**

311-0000-331-5600 E-Rates Funds	\$	0	\$	298,000	\$	298,000
311-0000-391-2100 Transfers from School Fund		0		102,000		102,000
<b>Total:</b>		<b>0</b>		<b>400,000</b>		<b>400,000</b>

**Expenditures:**

311-0000-601-9004 Equipment	\$	0	\$	400,000	\$	400,000
<b>Total:</b>		<b>0</b>		<b>400,000</b>		<b>400,000</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:

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

APPROVED AS TO FORM:

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

PASSED ON 1ST READING:

PASSED ON 2ND READING:

April 4, 2017

**KINGSPORT CITY SCHOOLS  
FISCAL YEAR 2016-2017  
BUDGET AMENDMENT NUMBER FIVE**

Kingsport City Schools has been using E-rate funding for several years. In the past and currently these funds have been to help offset our phone and internet monthly fees. With the recent changes to E-rate we now have access to "category two" funds. Category two is for equipment. The formula for category two is \$150 per student, to be spent over a five year period. E-rate funds 80% of this total and the other 20% must come from local funds. Based on a KCS enrollment of 7,171, the total is \$1,075,650. E-rate would fund \$860,520 and \$215,130 would need to come from local funds.

The project that we want to do initially is to provide greater wireless access to the lower elementary grades. The estimate for this project is \$400,000. The maximum the E-rate will fund is approximately \$298,000. This a little less than 75%. This is lower than the 80% because Palmer Center will require 100% local funding. E-rate doesn't fund pre-k. Also, the estimated amounts for Adams and Roosevelt exceed the allocations for those schools. The total local funding is \$102,000.

We will account for the revenue and expenditures in a capital project, with \$102,000 coming from the General Purpose School Fund and the remainder from E-rate funds.

**GENERAL PURPOSE SCHOOL FUND**

**ITEM ONE: CURRENT YEAR PROPERTY TAXES**

KCS will be receiving a large ADA adjustment in Current Year Property Taxes. We should exceed to current estimate by a few hundred thousand dollars. This is a source of revenue that can be used to fund the local portion of the proposed E-rate project.

It is recommended that the estimate for Current Year Property Taxes be increased by \$102,000.

**ITEM TWO: FUND TRANSFERS**

It is recommended that the appropriation for Fund Transfers be increased by \$102,000 and that these funds be transferred to the General Project Fund for Elementary Wireless Upgrades.

**CAPITAL PROJECTS FUND**

**ITEM ONE: ELEMENTARY WIRELESS UPGRADES**

A capital project will be established to account for the revenue and expenditures the Elementary Wireless Upgrades. The total budget for this project will be \$400,000, with funding coming

from a transfer from the General Purpose School Fund (\$102,000) and from E-rate funds (\$298,000). It is recommended that the estimated revenue for Transfers from the School Fund be increased by \$102,000 and that the estimated revenue for E-rate funds be increased by \$298,000. It is also recommended that the appropriation for Equipment be increased by \$400,000.

#### **ITEM TWO: LINCOLN ROOF PROJECT**

The FY 2016 budget amendment five appropriated funds for an insurance payment for damage to the Lincoln roof. The amount was \$31,088. The General Purpose School Fund budget was amended and the funds transferred to the capital project, but the budget in the General Project Fund was not amended. It is recommended that the estimated revenue for Transfers from the School Fund be increased by \$31,088 and the appropriation for Construction Contracts be increased by \$31,088.



AGENDA ACTION FORM

**Amending MPO15D and Award of Bid for SR-126 Wilcox Drive Sidewalk Phase 5 Improvements to Summers-Taylor, Inc.**

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

Action Form No.: AF-84-2017  
Work Session: April 17, 2017  
First Reading: April 18, 2017

Final Adoption: **May 2, 2017**  
Staff Work By: M. Thompson, T. Elsea  
Presentation By: Ryan McReynolds

**Recommendation:**

Approve the Ordinance and Resolution.

**Executive Summary:**

On August 4, 2015 the BMA approved to reject all bids for sidewalk improvements along SR-126 from the Holston river sluice northeast of Wilcox Court to Industry Drive (AF-217-2015). The bidding process concerning interpretation of the Contractor's Licensing Act of 1994 and federal regulations compliance has been evaluated and clarified. The City's legal staff received clarification from the Attorney General all issues with the interpretation was resolved. Therefore the City's instructions to bidders were revised and this project was rebid.

Bids were opened March 14, 2017 for sidewalk improvements along SR-126 from the Holston River sluice northeast of Wilcox Court to Industry Drive. This project consists of a raised seven foot wide sidewalk on the bridge without physical separation (i.e. barrier) between vehicular and pedestrian traffic; surface drainage and storm sewer for the portion between the sluice bridge and Riverport Road, bridge railing for bridge over Holston River, and erosion prevention & sediment control (EPSC) measures.

It is recommended to enter into an agreement with Summers-Taylor, Inc. in the amount of \$977,565.50 for this project. The actual cost for this project will be paid from Federal (80%), and State (20%). The budget ordinance increases these allocations based on the MTPO TIP (Transportation Improvement Program) amendment process.

**Attachments:**

- 1. Ordinance
- 2. Resolution
- 3. Bid Minutes

Funding source appropriate and funds are available: *JF* \_\_\_\_\_

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



AGENDA ACTION FORM

**Amending MPO15D and Award of Bid for SR-126 Wilcox Drive Sidewalk Phase 5 Improvements to Summers-Taylor, Inc.**

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

Action Form No.: AF-84-2017  
Work Session: April 17, 2017  
First Reading: April 18, 2017

Final Adoption: May 2, 2017  
Staff Work By: M. Thompson, T. Elsea  
Presentation By: Ryan McReynolds

**Recommendation:**

Approve the Ordinance and Resolution.

**Executive Summary:**

On August 4, 2015 the BMA approved to reject all bids for sidewalk improvements along SR-126 from the Holston river sluice northeast of Wilcox Court to Industry Drive (AF-217-2015). The bidding process concerning interpretation of the Contractor's Licensing Act of 1994 and federal regulations compliance has been evaluated and clarified. The City's legal staff received clarification from the Attorney General all issues with the interpretation was resolved. Therefore the City's instructions to bidders were revised and this project was rebid.

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It is recommended to enter into an agreement with Summers-Taylor, Inc. in the amount of \$977,565.50 for this project. The actual cost for this project will be paid from Federal (80%), and State (20%). The budget ordinance increases these allocations based on the MTPO TIP (Transportation Improvement Program) amendment process.

**Attachments:**

- 1. Ordinance
- 2. Resolution
- 3. Bid Minutes

Funding source appropriate and funds are available: *df*

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

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

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

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

SECTION I. That the MPO Project Fund budget be amended by appropriating \$280,000 received from the Federal Highway Administration and \$70,000 received from the Department of Transportation to the Wilcox Sidewalk Phase 5 project (MPO15D).

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b>Fund 122: MPO Fund</b>			
<b>Wilcox Sidewalk Phase 5 (MPO15D)</b>			
<b>Revenues:</b>			
	\$	\$	\$
122-0000-332-9000 Dept. of Transportation	150,000	70,000	220,000
122-0000-337-5210 FHWA 80%	600,000	280,000	880,000
<b>Totals:</b>	<b>750,000</b>	<b>350,000</b>	<b>1,100,000</b>
<b>Expenditures:</b>			
	\$	\$	\$
122-0000-609-2010 Advertising & Publication	2,900	0	2,900
122-0000-609-2023 Arch/Eng/Landscaping	48,600	1,900	50,500
122-0000-609-9003 Improvements	698,500	348,100	1,046,600
<b>Totals:</b>	<b>750,000</b>	<b>350,000</b>	<b>1,100,000</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:

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

APPROVED AS TO FORM:

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

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

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

A RESOLUTION AWARDING THE BID FOR THE SR-126 WILCOX DRIVE SIDEWALK PHASE 5 IMPROVEMENT PROJECT TO SUMMERS-TAYLOR, 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 March 14, 2017, for the SR-126 Wilcox Drive Sidewalk Phase 5 Improvement project, which runs from the Holston River sluice northeast of Wilcox Court to Industry Drive; and

WHEREAS, upon review of the bids, the board finds Summers-Taylor, 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 improvements consisting of a raised seven foot wide sidewalk on the Wilcox Drive bridge without physical separation (i.e. barrier) between vehicular and pedestrian traffic; surface drainage and storm sewer for the portion between the sluice bridge and Riverport Road, bridge railing for bridge over Holston River, and erosion prevention & sediment control (EPSC) measures from Summers-Taylor, Inc. at an estimated construction cost of \$977,565.50; and

WHEREAS, funding is identified in MPO15D;

Now therefore,

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

SECTION I. That the bid for the SR-126 Wilcox Drive Sidewalk Phase 5 Improvement project, consisting of a raised seven foot wide sidewalk on the Wilcox Drive bridge without physical separation (i.e. barrier) between vehicular and pedestrian traffic; surface drainage and storm sewer for the portion between the sluice bridge and Riverport Road, bridge railing for bridge over Holston River, and erosion prevention & sediment control (EPSC) measures at an estimated cost of \$977,565.50 is awarded to Summers-Taylor, Inc.

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 agreement for same and all documents necessary and proper to effectuate the purpose of the agreement.

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 public.

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

ADOPTED this the 18th day of April, 2017.

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

Present: Sandy Crawford, Procurement Manager; Brent Morelock, Assistant Procurement Manager; and  
Tim Elsea, Traffic Engineer

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

The Procurement Manager opened with the following bids:

S.R. 126 (WILCOX DRIVE) SIDEWALK FROM HOLSTON RIVER SLUICE TO INDUSTRY DR.	
Vendor:	Total Cost:
Summers Taylor	\$ 977,565.50
Thomas Construction	\$1,070,000.00

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



**AGENDA ACTION FORM**

**Procurement of Stream / Wetland Mitigation Credits**

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

Action Form No.: AF-85-2017  
 Work Session: May 1, 2017  
 First Reading: N/A

Final Adoption: May 2, 2017  
 Staff Work By: Steve Robbins  
 Presentation By: Ryan McReynolds

**Recommendation:**

Approve the Resolution.

**Executive Summary:**

The BMA is being asked to consider the mitigation of 3.5 acres of land adjacent to the Kingsport Aquatic Center (KAC) site. With the gifting of the KAC/YMCA property from Eastman, the City committed to mitigating the existing wetlands at this site. At the time, the City was unable to mitigate the existing 3.5 acres because there was not an immediate development need for the property, but successfully mitigated the wetlands for the KAC/YMCA site.

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

Executive Summary continued on next page.

**Attachments:**

1. Continuation of Executive Summary
2. Resolution
3. Option for the Procurement (4 pages)
4. Location Map

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

Action Form No.: AF-85-2017  
Work Session: May 1, 2017  
First Reading: NA

Final Adoption: May 2, 2017  
Staff Work By: Steve Robbins  
Presentation By: Ryan McReynolds

**Executive Summary (continued):**

In order to proceed, the remaining 3.5 acres of wetlands must be mitigated. Permit applications have been submitted to the TDEC and the U.S. Corps of Engineers. To proceed with the mitigation of the wetlands, the City proposes to obtain wetland credits from an approved wetland bank in Johnson County, TN. at a cost of \$285,000. The immediate need is a 10% down payment (\$28,500) to hold the credits in the City's name.

It is recommended to enter into the Option for the Procurement of Stream / Wetland Mitigation Credits with The Nature Conservancy in the total amount of \$285,000.00. The immediate need is to secure the wetland credits with a 10% down payment in the amount of \$28,500.00. Funding for the 10% down payment is available and identified in ST1602.

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

A RESOLUTION APPROVING AN OPTION FOR THE  
PROCUREMENT OF STREAM/WETLAND MITIGATION CREDITS  
AND AUTHORIZING THE MAYOR TO EXECUTE THE OPTION  
AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO  
EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the city currently owns the 3.5 acres of land adjacent to the Kingsport Aquatic Center (KAC); and

WHEREAS, at the time of the receipt of the land, there was not an immediate need for development; and

WHEREAS, in partnership with Eastman, the city plans to extend the existing roadway to the KAC and and construct a new roadway connecting the KAC roadway with Wilcox Drive, which will open up over 30 acres of business oriented development; and

WHEREAS, in order to proceed, the remaining 3.5 acres of wetlands must be mitigated; and

WHEREAS, to proceed, the city proposes to obtain wetland credits from an approved wetland bank in Johnson County, Tennessee. at a cost of \$285,000.00, with a immediate need of a 10% down payment (\$28,500.00) to hold the credits in the city's name; and

WHEREAS, it is recommended to enter into the Option for the Procurement of Stream/Wetland Mitigation Credits with the Nature Conservancy as set out below.

WHEREAS, funding for the down payment is available in ST1602.

Now therefore,

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

SECTION I. That the mitigation of 3.5 acres of land adjacent to the Kingsport Aquatic Center (KAC), is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the Option for the Procurement of Stream/Wetland Mitigation Credits with the Nature Conservancy and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the Option or this resolution, said Option being as follows:

STATE OF TENNESSEE  
COUNTY OF JOHNSON

**OPTION**

**FOR THE PROCUREMENT OF STREAM/WETLAND MITIGATION CREDITS**

This Option for the Procurement of Stream Mitigation Credits is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by and between the City of Kingsport, a government municipality having an address of \_\_\_\_\_, ( "Buyer"), and The Nature Conservancy, a non-profit corpo

ation organized and operated under the laws of the District of Columbia and having a local address of 210 25th Avenue North, Suite 810, Nashville, TN 37203.

**WHEREAS**, TNC owns land in Johnson County, Tennessee that is subject to The Nature Conservancy's Plummer & Landore Tracts, Shady Valley, Tennessee Mitigation Bank Instrument (MBI), dated February 2010 and approved by the Tennessee Department of Environment and Conservation, the Tennessee Wildlife Resources Agency, the United States Environmental Protection Agency, the Department of the Army/Nashville District Corps of Engineers, the Department of the Interior/Fish and Wildlife Service, the Tennessee Valley Authority, and the United States Department of Agriculture/Natural Resources Conservation Service;

**WHEREAS**, pursuant to the MBI, TNC is the sponsor of the Shady Valley Stream and Wetland Mitigation Bank ("Bank") and is responsible for land acquisition and for the development and operation of the Bank;

**WHEREAS**, TNC is authorized to immediately sell stream and wetland mitigation credits pursuant to the MBI; and

**WHEREAS**, Buyer desires to acquire 7.5 wetland credits from the Bank.

**NOW THEREFORE**, in consideration of \$28,500.00 (Twenty-eight Thousand Five Hundred Dollars), the receipt of which is hereby acknowledged, TNC hereby grants to Buyer and its successors and assigns, the right and option to purchase 7.5 wetland credits from the Bank under the following terms and conditions.

**1. Option Period.** This Option shall remain in effect until sixty days after the date of this Option. This Option shall be exercised upon posting, by certified mail, return receipt requested, a written notice from Buyer to TNC at the address set out above. Exercise shall be deemed timely if such written notice to TNC is mailed on or before the date set forth in this paragraph.

**2. Purchase Price.** The purchase price for each credit is \$38,000.00 (Thirty-eight Thousand Dollars), for a total purchase price of \$285,000.00 (Two Hundred Eighty-five Thousand Dollars). The consideration paid will be applied to the purchase price and the balance of the purchase price will be paid by check at purchase.

**3. Date of Purchase.** Buyer agrees to purchase and complete payment for the credits no later than fifteen (15) days after exercise of this Option. Upon payment, TNC shall issue to Buyer a Certificate of Transfer for the credits in the form attached to this Option as **Exhibit A**.

**4. Guarantee and Hold Harmless by TNC.** TNC acknowledges its sole responsibility for land management of the Bank pursuant to the MBI. Buyer shall have no obligation of any kind with respect to the operation or maintenance of the Bank. TNC will provide Buyer, at its request, all information required by the Intra-agency Review Team pursuant to the MBI. TNC guarantees that it will fully comply with all requirements and conditions of the MBI and all applicable and regulatory requirements as set forth in the MBI. As a material consideration to induce Buyer to enter into this Option, TNC hereby agrees to save harmless and indemnify Buyer from all direct costs for the replacement of any and all credits sold to Buyer subsequent to a demonstrated restoration failure of the Bank. Such costs shall not exceed the amounts paid for the mitigation credits purchased hereunder.

**5. Notices.** Any notice required or permitted pursuant to this Option may be given by either party to the other at the addresses set forth above. Either party may give written notice to the other of any change of address for these purposes. Unless otherwise stated, all notices shall be deemed given three (3) days after deposit by certified mail return receipt requested to the address specified, or upon actual delivery.

**6. Amendments.** This Option may be modified only by written amendment executed by both parties hereto.

**7. Binding Effects.** This Option is binding upon and inures to the benefit of the parties hereto, their successors, and assigns.

**8. Representations.** TNC represents that it shall not request the U.S. Army Corps of Engineers, or other state and federal agencies charged with stream and wetland mitigation oversight in Tennessee, to institute a termination date upon the credits optioned hereunder.

**IN WITNESS WHEREOF**, the parties have executed this Option.

[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 Option set out herein that do not substantially alter the material provisions of the Option, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

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

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

ADOPTED this the 2nd day of May, 2017.

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

ATTEST:

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

APPROVED AS TO FORM:

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

STATE OF TENNESSEE  
COUNTY OF JOHNSON

**OPTION  
FOR THE PROCUREMENT OF STREAM/WETLAND MITIGATION CREDITS**

This Option for the Procurement of Stream Mitigation Credits is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017 by and between the City of Kingsport, a government municipality having an address of

\_\_\_\_\_ (“Buyer”), and The Nature Conservancy, a non-profit corporation organized and operated under the laws of the District of Columbia and having a local address of 210 25<sup>th</sup> Avenue North, Suite 810, Nashville, TN 37203.

**WHEREAS**, TNC owns land in Johnson County, Tennessee that is subject to The Nature Conservancy’s Plummer & Landore Tracts, Shady Valley, Tennessee Mitigation Bank Instrument (MBI), dated February 2010 and approved by the Tennessee Department of Environment and Conservation, the Tennessee Wildlife Resources Agency, the United States Environmental Protection Agency, the Department of the Army/Nashville District Corps of Engineers, the Department of the Interior/Fish and Wildlife Service, the Tennessee Valley Authority, and the United States Department of Agriculture/Natural Resources Conservation Service;

**WHEREAS**, pursuant to the MBI, TNC is the sponsor of the Shady Valley Stream and Wetland Mitigation Bank (“Bank”) and is responsible for land acquisition and for the development and operation of the Bank;

**WHEREAS**, TNC is authorized to immediately sell stream and wetland mitigation credits pursuant to the MBI; and

**WHEREAS**, Buyer desires to acquire 7.5 wetland credits from the Bank.

**NOW THEREFORE**, in consideration of \$28,500.00 (Twenty-eight Thousand Five Hundred Dollars), the receipt of which is hereby acknowledged, TNC hereby grants to Buyer and its successors and assigns, the right and option to purchase 7.5 wetland credits from the Bank under the following terms and conditions.

- 1. Option Period.** This Option shall remain in effect until sixty days after the date of this Option. This Option shall be exercised upon posting, by certified mail, return receipt requested, a written notice from Buyer to TNC at the address set out above. Exercise shall be deemed timely if such written notice to TNC is mailed on or before the date set forth in this paragraph.

**2. Purchase Price.** The purchase price for each credit is \$38,000.00 (Thirty-eight Thousand Dollars), for a total purchase price of \$285,000.00 (Two Hundred Eighty-five Thousand Dollars). The consideration paid will be applied to the purchase price and the balance of the purchase price will be paid by check at purchase.

**3. Date of Purchase.** Buyer agrees to purchase and complete payment for the credits no later than fifteen (15) days after exercise of this Option. Upon payment, TNC shall issue to Buyer a Certificate of Transfer for the credits in the form attached to this Option as **Exhibit A**.

**4. Guarantee and Hold Harmless by TNC.** TNC acknowledges its sole responsibility for land management of the Bank pursuant to the MBI. Buyer shall have no obligation of any kind with respect to the operation or maintenance of the Bank. TNC will provide Buyer, at its request, all information required by the Intra-agency Review Team pursuant to the MBI. TNC guarantees that it will fully comply with all requirements and conditions of the MBI and all applicable and regulatory requirements as set forth in the MBI. As a material consideration to induce Buyer to enter into this Option, TNC hereby agrees to save harmless and indemnify Buyer from all direct costs for the replacement of any and all credits sold to Buyer subsequent to a demonstrated restoration failure of the Bank. Such costs shall not exceed the amounts paid for the mitigation credits purchased hereunder.

**5. Notices.** Any notice required or permitted pursuant to this Option may be given by either party to the other at the addresses set forth above. Either party may give written notice to the other of any change of address for these purposes. Unless otherwise stated, all notices shall be deemed given three (3) days after deposit by certified mail return receipt requested to the address specified, or upon actual delivery.

**6. Amendments.** This Option may be modified only by written amendment executed by both parties hereto.

**7. Binding Effects.** This Option is binding upon and inures to the benefit of the parties hereto, their successors, and assigns.

**8. Representations.** TNC represents that it shall not request the U.S. Army Corps of Engineers, or other state and federal agencies charged with stream and wetland mitigation oversight in Tennessee, to institute a termination date upon the credits optioned hereunder.

**IN WITNESS WHEREOF**, the parties have executed this Option.

**THE NATURE CONSERVANCY**

By: \_\_\_\_\_  
Terry Cook, Tennessee Business Unit State Director

**CITY OF KINGSPORT**

By: \_\_\_\_\_  
Print name: \_\_\_\_\_  
Its: \_\_\_\_\_

EXHIBIT A

Certificate of Transfer

For value received, the undersigned hereby transfers, assigns, and conveys to the City of Kingsport (Buyer) all of its right, title and interest in and to 7.5 wetland credits from the Shady Valley II Stream and Wetland Mitigation Bank in Johnson County, Tennessee, which is the subject of The Nature Conservancy's Plummer and Landore Tracts, Shady Valley, Tennessee Mitigation Bank Instrument dated February 2010 and approved by the Tennessee Department of Environment & Conservation, the Tennessee Wildlife Resources Agency, the U.S. Environmental Protection Agency, the Department of Army/Nashville District Corps of Engineers, the Department of the Interior/U.S. Fish & Wildlife Service, the Tennessee Valley Authority, and the United State Department of Agriculture/Natural Resources Conservation Service.

This transfer is made in accordance with and subject to the terms of that certain Option dated the \_\_\_\_ of \_\_\_\_\_, 2017 by and between the undersigned and the City of Kingsport (Buyer), of Tennessee.

IN WITNESS WHEREOF, The Nature Conservancy, a District of Columbia corporation, has by its duly authorized representative executed this Certificate:

THE NATURE CONSERVANCY

By: \_\_\_\_\_  
Name/title: Gabrielle K. Lynch, Director of Protection

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

TN ARAP No. \_\_\_\_\_





**AGENDA ACTION FORM**

**Awarding the Bid for the Purchase of One (1) Automated Recycling Truck**

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

Action Form No.: AF-98-2017  
 Work Session: May 1, 2017  
 First Reading: N/A

Final Adoption: May 2, 2017  
 Staff Work By: Committee  
 Presentation By: R. McReynolds

**Recommendation:**

Approve the Resolution.

**Executive Summary:**

Bids were opened on March 15, 2017 for the purchase of one automated recycling truck for use by the Public Works Department. The advertisement for the Invitation to Bid was published in the Kingsport Times News on February 22, 2017 and placed on our website for 22 calendar days. It is the recommendation of the committee to accept the low compliant bid from Worldwide Equipment for one (1) 2018 Mack LR613 w/ New Way Sidewinder as follows:

	\$272,110.00	Unit Price
Less	<u>\$3,000.00</u>	Trade-In Allowance Equipment # 1678
	\$269,110.00	Total Purchase Price

This is a Fleet Replacement.

Funding is identified in Account # 51150085019010.

**Attachments:**

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

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 AWARDING THE BID FOR THE PURCHASE OF ONE AUTOMATED RECYCLING TRUCK TO WORLDWIDE EQUIPMENT, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

WHEREAS, bids were opened March 15, 2017, for the purchase of one (1) automated recycling truck for the use at the public works department; and

WHEREAS, the city will receive \$3,000.00 for a trade-in allowance for vehicle #1678; and

WHEREAS, upon review of the bids, the board finds Worldwide Equipment, 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 one (1) 2018 Mack LR613 with New Way Sidewinder from Worldwide Equipment, Inc. at a total purchase cost of \$269,110.00, which includes the deduction of the \$3,000.00 trade-in allowance; 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 one (1) 2018 Mack LR613 with New Way Sidewinder at a total purchase cost of \$269,110.00, which includes the deduction of the \$3,000.00 trade-in allowance, is awarded to Worldwide Equipment, 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 2nd day of May, 2017.

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

ATTEST:

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

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

MINUTES  
 BID OPENING  
 March 15, 2017  
 4:00 P.M.

Present: Sandy Crawford, Procurement Manager; and Brent Morelock, Assistant Procurement Manager

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

The Procurement Manager opened with the following bids:

AUTOMATED REFUSE TRUCK					
Vendor:	Qty.:	Unit Cost:	Trade-In #1678:	Delivery Time:	Make/Model:
GSP Products	1	\$269,216.84	\$3,200.00	220 Days	Mack LR613 W/ GS Products Collecstar CS913A
Crow's Truck Service	1	\$299,182.00	\$3,000.00	300 Days	Autocar ACX64 W/ New Way Sidewinder
Worldwide Equipment	1	\$265,131.00	\$4,500.00	210-240 Days	2018 Mack LR613 W/ Heil Durapack
Worldwide Equipment	1	\$272,110.00	\$3,000.00	240-270 Days	2018 Mack LR613 W/ New Way Sidewinder
Worldwide Equipment	1	\$291,366.00	\$4,000.00	230-260 Days	2018 Mack LR613 W/ Wayne Curbtender
Worldwide Equipment	1	\$257,464.00	\$4,500.00	60-90 Days	2016 Mack LR613 W/ Heil Durapack
Worldwide Equipment	1	\$264,443.00	\$3,000.00	90-120 Days	2016 Mack LR613 W/ New Way Sidewinder
CMI Equipment	1	\$274,825.00	\$5,000.00	210-260 Days	2018 Mack LR613 W/ Bridgeport Ranger 32 Yd. Autometer Sideloader

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



**FLEET MAINTENANCE DIVISION**

**City of Kingsport, Tennessee**

**Memo**

**To:** Brent Morelock, Assistant Procurement Manager

**From:** Truck Committee: Ronnie Hammonds, Streets and Sanitation Manager  
 Greg Willis, Streets Supervisor  
 Rodney Deel, Sanitation Supervisor  
 Steve Hightower, Fleet Manager

**Date:** April 12, 2017

**Re:** Automated Recycling Truck Purchase Recommendation

This will confirm our review and recommendation to purchase the compliant bid of the following vendor and accept the \$3,000 per unit trade in offering.

<b>Item</b>	<b>Quantity</b>	<b>Description</b>	<b>Award to Vendor</b>	<b>Fuel Economy</b>
1	1	2018 Mack LR613 with New Way	World Wide Equipment	2.5 - 6 MPG

**Low Compliant Bidder**

The bidder recommended is compliant in all major aspects of the minimum specification requirements for the Automated Refuse Truck(s) specified. The lower bid offerings of World Wide Equipment, CMI Equipment, and GSP Products were not compliant in several areas. The most critical exceptions taken by the lower bid offerings were the lack of inclusion of the disc brake requirement for improved braking/ stopping capability of the truck(s) and the 144" collection arm reach requirement needed for the successful pickup of heavy cans through street parked vehicles. The specification requirement to transition the refuse collection vehicle fleet from disc brakes to drum brakes is primary for three major reasons: Driver Safety, lowering unit maintenance costs and unit down time. An explanation is attached. A copy of the Truck Committee's comparison evaluation is attached. This evaluation reflects that the most compliant was the offering of World Wide Equipment with New Way Body.

**This unit will be a Fleet Replacement**

Delivery and Compliance to Specifications expectations have been added to insure prompt delivery of any vehicle or piece of equipment purchased by the City of Kingsport. Failure of the awarded vendor to deliver on time or correct pre acceptance inspection deficiencies within the allotted time results in a monetary penalty assessed on a daily basis. This process will insure the departments receive their replacement units in a timely manner. Specified time allotted for delivery of this unit is 240-270 days after notification with 15 days to correct inspection deficiencies after delivery inspection and a \$50 dollar a day penalty assessed for non-compliance.

### **Review of Specifications**

The bid offerings were reviewed by Streets and Sanitation Manager – Ronnie Hammonds, Street Maintenance Supervisor - Greg Willis, Sanitation Supervisor - Rodney Deel, and Fleet Manger - Steve Hightower, who are agreement with this recommendation. Confirming email of agreement is attached.

### **Fuel Economy Improvement**

0%

The unit(s) being replaced have a similar fuel economy to the unit(s) being purchased so there will be no estimated improvement in fuel economy ratings.

### **Trade In Information**

1. Trade in(s):
  - a. Unit Number: 1678 – 2005 LODAL EVO-MAG SIDELOADER – Age: 12 Years
    - i. Fuel Economy - 2.83 MPG
    - ii. Current Mileage – 112,537

### **Origin Information**

1. New Unit Origin of Manufacture:
  - a. Cab/ Chassis Mfg.– Macungie, PA
    - i. 90% Domestic/ 10% Foreign Materials
  - b. Body Manufacture – Scranton, Io.
    - i. 90% Domestic/ 10% Foreign Materials
2. New Unit Purchase Dealer:
  - a. Cab/ Chassis/ Body – World Wide Equipment – Abingdon, VA
  - b. Body Dealership – Municipal Equipment - Louisville, KY

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

Thank you

## Summary Explanation for Disc Brake Requirement

One main strong point for disc brakes is reduced stopping distance. With disc brakes, that distance can be anywhere from 17% to 33% shorter than drum brakes, depending on speed. This is especially important in regard to federal braking standards for heavy trucks. Reduced fade is another benefit, especially for vehicles that have more frequent stopping events.

Another strong point for disc brakes is reduced down time and maintenance cost as reflected below.

The upgrade to disc brakes for this unit was an additional \$3,913 on this bid offering since the rear axles had to be changed out to accommodate the disc brake assemblies.

The labor cost to reline 2 axles/4 wheels drum brakes (time only):  $\$60.28 \times 6 \text{ labor hours} = \$361.68$  ( Based on below)

\$10.28 per hour depreciation (lost time)

\$50.00 per hour labor (repair time)

\$60.28 per hour cost to Sanitation Department

These are the current industry time standards to replace heavy truck brake shoes:

Brake Shoe Assembly (2 lined shoes, Rollers, Anchor pin & springs)

Replace (includes (R&R) wheels) One wheel 1.50

Replace (includes (R&R) wheels) Each add'l wheel 1.50

#1751 Maintenance Report reflected 74 occurrences of drum brake repairs since 2007 to current and this number was used for the following calculation.

Since it is being advertised that repair/ replacement of disc brakes cuts the labor from 50-75% repair times then we should be able to reduce the cost of each occurrence by at least \$180.84 (50%) in labor cost charged back and depreciation expense lost for the department.

At 74 occurrences that would mean a potential labor savings of \$9,469.16 over the ten year life expectancy of the unit.

$(\$180.84 \times 74 = \$13,382.16 \text{ savings}) - \$3,913 \text{ upgrade cost} = \$9,469.16 \text{ potential labor savings over the ten year life expectancy.}$

The annual savings would be around \$946 and allow a mechanic approximately 16 hours of labor time to work on something else. Of course that also means the operator has potentially 16 hours of extra time to pick up garbage.



Picture for demonstration purposes only and is not the exact product being purchased

Automated Refuse Truck

2016 Mack LR613 W/Heil Durapack	\$257,464.00	Trade in	\$4,500	\$252,964	60-90 days
Not the latest, current production modal		We ask for the latest modal			
Rear end Ratio 4.50		We ask for 5.31:1			
Front Tires 315/80R22.5 20ply		We ask for 425/65RX22.5			
Rear Tires 11R X 22.5 14 ply		We ask for 11R X 22.5 20 ply			
345 HP @ 1500 rpm and 1275 lbtq @ 1350 rpm		We ask for 370 Hp @ 1250 Rpm and 1280 lb-ft @ 1300 rpm			
No fuel heater or cooler		We ask for a Fuel heater and cooler			
Drum brakes		We ask for "H" type disc brake front and back			
Hopper 5.2 cubic yards		We ask for 6.5 cubic yards			
No crusher panel		We ask for a crusher pannel			
Arm reach 108 in		We ask for 144 in			
Two cylinder to raise body		We ask for one cylinder in the front (Helps with roll-overs in landfill)			
Articulating arm		We ask for a rail mounted arm			
2018 Mack LR613 W/ Heil Durapack	\$265,131	Trade in	\$4,500	\$260,631	210-240 days
Rear tires 11R X 22.5 16 ply		We ask for 11R x 22.5 20 ply			
355 Hp @1500 rpmand 1260 lb tq @1300		We ask for 370 Hp @ 1250 rpm and 1280 lb-tq @1300			
No fuel heater or cooler		We ask for a Fuel heater and cooler			
Hopper 5.2 cubic yards		We ask for 6.5 cubic yards			
No crusher panel		We ask for a crusher pannel			
Arm reach 108 in		We ask for 144 in			
Two cylinder to raise body		We ask for one cylinder in the front (Helpwith roll-overs in landfill)			
Articulating arm		We ask for a rail mounted arm			
2016 Mack LR613 W/ New Way Sidewinder	\$264,443	Trade in	\$3,000	\$261,443	90-120 days
Not the latest, current production modal		We ask for the latest modal			
Rear end Ratio 4.50		We ask for 5.31:1			
Front Tires 315/80R22.5 20ply		We ask for 425/65RX22.5			
Rear Tires 11R X 22.5 14 ply		We ask for 11R X 22.5 20 ply			
345 HP @ 1500 rpm and 1275 lbtq @ 1350 rpm		We ask for 370 Hp @ 1250 Rpm and 1280 lb-ft @ 1300 rpm			
No fuel heater or cooler		We ask for a Fuel heater and cooler			
Drum brakes		We ask for "H" type disc brake front and back			
Hopper 6 cubic yards		We ask for 6.5 cubic yards			

2018 Mack LR613 W/ New Way Sidewinder	\$272,110	Trade in	\$3,000	\$269,110	240-270 days
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Rear tires 11R X 22.5 16 ply  
 355 Hp @1500 rpm and 1260 lb tq @1300  
 No fuel heater or cooler  
 Hopper 6 cubic yards

We ask for 11R x 22.5 20 ply  
 We ask for 370 Hp @ 1250 rpm and 1280 lb-tq @1300  
 We ask for a Fuel heater and cooler  
 We ask for 6.5 cubic yards

2018 Mack LR613 W/GS Products Collecstar CS913	\$269,216.84	Trade in	\$3,200	\$266,016.84	220 days
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Rear tires 11R X 22.5 16 ply  
 355 Hp @1500 rpm and 1260 lb tq @1300  
 No fuel heater or cooler  
 Full Eject  
 Hopper 6 cubic yards  
 No door in body to clean out  
 8 in Chanel  
 Nylatron Bearings non greaseable  
 800 lbs per yard packed  
 Single T track guide  
 No crusher panel  
 No cut off valve  
 1 year warranty on hoses and cylinders  
 Lift arm 600 lbs at full extension  
 Belt Grabber  
 Manual close with holding valve  
 Air over Hydraulic

We ask for 11R x 22.5 20 ply  
 We ask for 370 Hp @ 1250 rpm and 1280 lb-tq @1300  
 We ask for a Fuel heater and cooler  
 We ask for Dump Body  
 We ask for 6.5 cubic yards  
 We ask for a access door for maintenance  
 We ask for 8 in tubing  
 We ask for grease fitting on all moving parts  
 We ask for 900 lbs. per yard packed  
 We ask for 2 Rails with replaceable plates  
 We ask for a crusher pannel  
 We ask fo r a cut off valve on the return  
 We ask for 3 years  
 We ask for 1000 lbs at full extension  
 We ask for two grabber fingers coated with high friction rubber  
 We ask for Automatically close when dumping tp prevent cart slippage  
 We ask for electric over hydraulic

2018 Mack LR613 W/ Bridgeport Ranger	Higher than picked Bid	\$274,825	Trade in	\$5,000	\$269,825
2018 Mack LR613 W/ Wayne Curbtender	Higher than picked Bid	\$291,366	Trade in	\$4,000	\$287,366
Autocar ACX 64 W/ New Way Sidewinder	Higher than picked Bid	\$299,182	Trade in	\$3,000	\$296,182



**AGENDA ACTION FORM**

**Awarding the Bid for the Purchase of Two (2) Cargo Vans**

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

Action Form No.: AF-101-2017  
 Work Session: May 1, 2017  
 First Reading: N/A

Final Adoption: May 2, 2017  
 Staff Work By: Committee  
 Presentation By: R. McReynolds

**Recommendation:**

Approve the Resolution.

**Executive Summary:**

Bids were opened on March 29, 2017 for the purchase of two cargo vans for use by the Building Maintenance Department. The advertisement for the Invitation to Bid was published in the Kingsport Times News on March 12, 2017 and placed on our website for 18 calendar days. It is the recommendation of the committee to accept the low compliant bid from Auto World of Big Stone Gap for two (2) 2017 Dodge Ram Promaster 136" as follows:

	\$26,636.77	Unit Price
less	\$1,507.00	Trade-In Allowance Equipment # 1482
less	<u>\$1,507.00</u>	Trade-In Allowance Equipment # 1531
	\$50,259.54	Total Purchase Price

These are Fleet Replacements.

Funding is identified in Account # 51150085019010.

**Attachments:**

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

Funding source appropriate and funds are available: 

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

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

A RESOLUTION AWARDDING THE BID FOR THE PURCHASE OF TWO CARGO VANS TO AUTO WORLD OF BIG STONE GAP AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

WHEREAS, bids were opened March 29, 2017, for the purchase of two (2) cargo vans for the use at the building maintenance department; and

WHEREAS, the city will receive \$1,507.00 for a trade-in allowance for vehicle #1482 and a trade-in allowance of \$1,507.00 for vehicle #1531; and

WHEREAS, upon review of the bids, the board finds Auto World of Big Stone Gap is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to purchase two (2) 2017 Dodge Ram Promaster 136" cargo vans from Auto World of Big Stone Gap at a total purchase cost of \$50,259.54, which includes the deduction of the \$3,014.00 trade-in allowance; 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) 2017 Dodge Ram Promaster 136" cargo van at a total purchase cost of \$50,259.54, which includes the deduction of the \$3,014.00 trade-in allowance, is awarded to Auto World of Big Stone Gap, 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 2nd day of May, 2017.

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

ATTEST:

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

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

MINUTES  
BID OPENING  
March 29, 2017  
4:00 P.M.

Present: Sandy Crawford, Procurement Manager; and Brent Morelock, Assistant Procurement Manager

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

The Procurement Manager opened with the following bids:

CARGO VANS						
Vendor:	Qty.:	Unit Cost:	Trade In #1482:	Trade In #1531:	Delivery Time:	Make/Model:
Auto World of Big Stone Gap	2	\$26,636.77	\$1,507.00	\$1,507.00	60 Days	2017 Ram Promaster 136"
Ted Russell Ford	2	\$30,924.00	\$1,000.00	\$1,000.00	70 Days	Ford T-150 Med Roof 130" Wheel Base. Order cut off 5/4/17
Empire Ford	2	\$29,228.00	\$1,000.00	\$1,200.00	120 Days	Ford Transit Cargo
Sutherlin Nissan Mall of GA	2	\$27,148.00	\$2,000.00	\$2,000.00	14 Days	Nissan NV1500

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



**FLEET MAINTENANCE DIVISION**

**City of Kingsport, Tennessee**

**Memo**

**To:** Brent Morelock, Assistant Procurement Manager  
**From:** Steve Hightower, Fleet Manager  
**Date:** April 12, 2017  
**Re:** Cargo Vans Purchase Recommendation

This will confirm our review and recommendation to purchase the compliant bid of the following vendor and accept the \$1,507.00 per unit trade in offering for #1482 and #1531.

<u>Item</u>	<u>Quantity</u>	<u>Description</u>	<u>Award to Vendor</u>	<u>Fuel Economy</u>
1	2	2017 Promaster	Auto World of Big Stone	Info Not Provided

**Low Compliant Bidder**

The low compliant bidder recommended is compliant in all major aspects of the minimum specification requirements for the Cargo Van(s) specified.

**This unit will be a Fleet Replacement**

Delivery and Compliance to Specifications expectations have been added to insure prompt delivery of any vehicle or piece of equipment purchased by the City of Kingsport. Failure of the awarded vendor to deliver on time or correct pre acceptance inspection deficiencies within the allotted time results in a monetary penalty assessed on a daily basis. This process will insure the departments receive their replacement units in a timely manner. Specified time allotted for delivery of these units is 60 days after notification with 15 days to correct inspection deficiencies after delivery inspection and a \$50 dollar a day penalty assessed for non-compliance.

**Review of Specifications**

The bid offerings were reviewed the Building Maintenance Manager – David Austin and Fleet Manger - Steve Hightower, who are agreement with this recommendation. Confirming email of agreement is attached.

**Fuel Economy Improvement**

0%

The unit(s) being replaced have a similar fuel economy to the unit(s) being purchased so there will be no estimated improvement in fuel economy ratings.

## **Trade In Information**

1. Trade in(s):
  - a. Unit Number: 1482 – 2001 GMC Cargo Van – Age: 16 Years
    - i. Fuel Economy – 12.2 MPG
    - ii. Current Mileage – 103,137
  - b. Unit Number: 1531 – 2002 GMC Cargo Van – Age: 15 Years
    - i. Fuel Economy – 11.97 MPG
    - ii. Current Mileage – 120,741

## **Origin Information**

1. New Unit Origin of Manufacture:
  - a. Cargo Van – Saltillo, Mexica
    - i. Content not provided by vendor
2. New Unit Purchase Dealer:
  - a. Dealership – Auto World Of Big Stone
    - i. Big Stone Gap, Virginia

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

Thank you



Picture for demonstration purposes only and is not the exact product being purchased

**From:** Austin, David

**Sent:** Tuesday, April 18, 2017 11:28 AM

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

**Subject:** RE: Building Maintenance Cargo Vans FY16-17 PurchaseRecom.doc

I have reviewed the recommendations and I approve them. Please proceed with the purchase.

Thanks,

Dave



**AGENDA ACTION FORM**

**Approving the Architectural Agreement with Perkins & Will for the Completion of the Dobyms-Bennett Science and Technology Building**

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

Action Form No.: AF-100-2017  
Work Session: May 1, 2017  
First Reading: N/A

Final Adoption: May 2, 2017  
Staff Work By: David Frye  
Presentation By: David Frye

**Recommendation:**  
Approve the Resolution.

**Executive Summary:**

At their called meeting on March 21, 2017, the Board of Education approved the recommendation to enter into an agreement with Perkins + Will for the completion of the D-B Regional Science and Technology Center. The programming, schematic design, and design development phases are now complete. This agreement will give authorization to Perkins + Will to begin the construction document phase through the completion of the project. This contract price is \$650,100.00, bringing the total cost to \$950,500.00. Funding for this phase is provided in the D-B Science and Technology Addition project (GP1620).

**Attachments:**

- 1. Resolution
- 2. Recommendation

Funding source appropriate and funds are available: 

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

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

A RESOLUTION APPROVING AN AGREEMENT WITH PERKINS + WILL, INC. FOR THE COMPLETION OF THE DOBYNS-BENNETT SCIENCE AND TECHNOLOGY BUILDING AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, on March 21, 2017, the board of education approved recommended an agreement with Perkins + Will, Inc. to complete the Dobyns-Bennett Regional Science and Technology Center; and

WHEREAS, the programming, schematic design and design development phases have been completed; and

WHEREAS, this agreement will give Perkins + Will, Inc. authorization to begin the construction document phase through the completion of the project; and

WHEREAS, the it is the recommendation of the board of education to enter into this agreement with Perkins + Will, Inc. in the amount of \$650,100.00; and

WHEREAS, funding is available in the Dobyns-Bennett Science and Technology Addition project (GP1620).

Now therefore,

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

SECTION I. That an agreement with Perkins + Will, Inc. to complete the Dobyns-Bennett Regional Science and Technology Center, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the agreement with Perkins + Will, Inc. to complete the Dobyns-Bennett Regional Science and Technology Center and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution, said agreement being as follows:

**AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT, effective on May 3, 2017, by and between Perkins + Will, Inc., Inc., hereinafter referred to as "CONSULTANT" and the CITY OF KINGSPORT, hereinafter referred to as "OWNER".

WITNESSETH:

WHEREAS, OWNER has need for professional services and other adjunct services as may be authorized by OWNER for Architectural Services for the Dobyns-Bennett High School Science and Technology Center and Dobyns-Bennett High School Renovations, and;

so;

WHEREAS, CONSULTANT desires to provide such services and being competent to do NOW THEREFORE, OWNER and CONSULTANT in consideration of the mutual covenants and agreements herein contained, do hereby agree as follows:

**ARTICLE I**

**SCOPE OF SERVICES AND SCHEDULE**

1.1 The work and services to be performed (hereinafter referred to as "Services") by CONSULTANT shall be in accordance with CONSULTANT's Scope of Work, as detailed in Appendix A attached hereto and made a part hereof as though fully set out in the body of this Agreement.

- 1.2 On receiving authorization to proceed with the work, CONSULTANT shall proceed with the Scope of Work contained in Appendix A.
- 1.3 CONSULTANT shall proceed on a schedule mutually agreed with OWNER.

#### **ARTICLE II INDEPENDENT CONTRACTOR**

2.1 CONSULTANT warrants to be an independent contractor and responsible for its Services, and not as the agent of OWNER, in performing the Agreement, maintaining complete control over its employees and all of its subcontractors. Nothing contained in this Agreement or any subcontract awarded by CONSULTANT shall create any contractual relationship between any such subcontractor and OWNER. CONSULTANT shall provide services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. The CONSULTANT shall review State of Tennessee and City of Kingsport laws and regulations applicable to its services. CONSULTANT agrees to comply with all applicable Federal, State and Local codes and ordinances, including all applicable requirements of the Americans with Disabilities Act, in the design or implementation of the Project.

#### **ARTICLE III COMMITMENT OF PERSONNEL**

3.1 CONSULTANT represents that it has, or will secure at its own expense, the qualified personnel required in performing the Services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with OWNER.

3.2 All the Services required hereunder will be performed by CONSULTANT or subcontractors under their supervision and all personnel engaged in the Services shall be fully qualified and shall be authorized or permitted under State of Tennessee and local laws to perform such Services.

#### **ARTICLE IV COMPENSATION**

4.1 OWNER agrees to compensate CONSULTANT for Services performed pursuant to Article I, which Services are identified in Appendix A, for an amount not to exceed SIX HUNDRED FIFTY THOUSAND ONE HUNDRED DOLLARS AND ZERO CENTS (\$650,100.00). Said fee is inclusive of all labor, expenses and subcontracts to complete all elements of the Services for the Scope of Work, (Appendix A) except as may be identified as OWNER'S Responsibility in Appendix A, if such is included.

4.2 CONSULTANT shall submit periodic invoices in a form consistent with OWNER'S needs. Invoices for work performed shall indicate the time period during which the work was performed. The invoices are to be signed and certified as to their accuracy.

4.3 OWNER will promptly review monthly invoices. OWNER may require any additional information deemed necessary and appropriate to substantiate the invoice. OWNER shall have ten (10) work days from date of receipt from CONSULTANT of an invoice to reject all or any part of the invoice. OWNER shall pay the undisputed amounts to CONSULTANT within thirty (30) days of receipt of the invoice. The invoice shall show the percentage of completion of the Services as of the end of the period covered by the invoice.

4.4 CONSULTANT shall be responsible for alerting OWNER in any instance when it anticipates exceeding the budget amount; shall provide justification for same; and shall do so prior to expending 100% of the amount set out in 4.1 of this Agreement. The Agreement may be amended as the work progresses, provided CONSULTANT receives written authorization from OWNER to make such amendments.

#### **ARTICLE V PERIOD OF PERFORMANCE**

5.1 The Scope of the Services to be performed by CONSULTANT shall commenced on the date when this Agreement is executed by all the parties. The Scope of the Service shall be fully and finally completed by **December 31, 2018**, unless the parties mutually agree in writing to extend the time. Final completion is the completion of all Services and all contract requirements by CONSULTANT.

#### **ARTICLE VI LIABILITY AND INSURANCE**

6.1 Public and Professional Liability - CONSULTANT shall fully indemnify, defend and save harmless OWNER, its Board of Mayor and Aldermen, employees and agents from and against damages, liabilities, expenses, compensations, claims, demands, suits or judgments of sums of money, including but not limited to court costs and reasonable counsel fees, to any party for loss of life or injury or damage to persons or property to the extent caused by, any negligent act, error, omission, of CONSULTANT, its agents, servants, or employees while engaged upon or in connection with the Services required or performed by CONSULTANT. The provisions of this Article VI shall survive the termination or expiration of this Agreement.

6.2 Insurance- Prior to beginning these Services, CONSULTANT shall, at CONSULTANT'S expense, obtain, keep in force during the term of this Agreement the following minimum amounts of insurance:

1. General Liability - occurrence basis bodily injury, personal injury and property damage - \$500,000 – \$1,000,000 combined single limit per occurrence;
2. Automobile liability - owner, hired, and non-owned bodily injury and property damage - \$500,000 – \$1,000,000 combined single limit per occurrence;
3. Workmen's compensation with statutory limits and employer's liability insurance with minimum limits of \$500,000, to provide for the payment of employees of CONSULTANT employed on or in connection with the work and/or to their dependents, of worker's compensation benefits, including when required, occupational disease benefits in accordance with the U. S. Longshoremen's and Harbor Worker's Compensation Act and the Jones Act. With the prior approval of OWNER, CONSULTANT may substitute different types of coverage for those specified as long as the total amount of required protection is not reduced.

OWNER, its Board of Mayor and Aldermen, its employees, and agents shall be named as additional insured on the certificates of insurance (General Liability or Automobile Liability) for such policies, and a certified copy of such certificates shall be provided to OWNER by CONSULTANT prior to the start of Services. CONSULTANT shall provide OWNER, upon its request, a certified copy of any insurance policy required by this Agreement. Any failure or non- coverage by such policy or the limit of any such insurance shall not limit the liability of CONSULTANT to OWNER. The policy, or policies, shall contain a provision that such policy or policies may not be cancelled without thirty (30) days prior written notice of such cancellation to OWNER. Insurance required hereunder shall be in companies reasonably acceptable to OWNER.

#### **ARTICLE VII TERMS AND CONDITIONS**

7.1 Successors and Assigns - This Agreement and all of its terms and conditions shall extend to and be binding upon the parties hereto and upon their respective heirs, executors, administrators, successors, and assigns.

7.2 Subletting, Assignment, or Transfer - This Agreement may not be sublet, assigned or transferred, changed, modified, or amended, in whole or in part, except as may be agreed, in writing, and signed by all the parties hereto.

7.3 Extent of Agreement - This Agreement constitutes the entire and integrated agreement between OWNER and CONSULTANT and no other written or oral understanding shall constitute part of this Agreement.

7.4 Severability - To the extent that any provision of this Agreement is finally adjudged invalid or unenforceable by a tribunal of competent jurisdiction, such provision shall be deemed modified to the extent necessary to make it enforceable.

7.5 Compliance of Laws - CONSULTANT shall comply with applicable laws, ordinances, rules, regulations and requirements of all federal, state and local governments, courts, boards, commissions or any other body exercising functions similar to the foregoing insofar as carrying out the provisions of this Agreement.

7.6 Termination - If through any cause, either party shall fail to fulfill in timely and proper manner the obligations, agreements or stipulations of this Agreement, the other party shall thereupon have the right to terminate this Agreement by filing written notice to the party in breach of such termination and specifying the effective date thereof, at least five days before the effective day of such termination.

In such event, all finished or unfinished documents, data, studies, and reports prepared by CONSULTANT under this Agreement shall, at the option of OWNER, become its property and CONSULTANT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents. Notwithstanding the foregoing, CONSULTANT shall not be relieved of liability to OWNER for damages sustained by virtue of any breach of the agreement by CONSULTANT and OWNER may withhold any payments to CONSULTANT for the purpose of set off until such time as the exact amount of damages due OWNER from CONSULTANT is determined.

7.7 Governing Law - This Agreement shall be interpreted under and governed by the laws of the state of Tennessee.

7.8 Right to Rely - The CONSULTANT shall have the right to reasonably rely upon the accuracy and completeness of the services and information furnished by the OWNER. The CONSULTANT shall provide prompt written notice to the OWNER if the CONSULTANT becomes aware of any errors, omissions or inconsistencies in such services or information. Nothing herein shall be construed so as to release CONSULTANT from its responsibility or liability.

7.9 Dispute Resolution - In the event that a conflict arises that cannot be resolved between the parties, OWNER and CONSULTANT agree that all disputes arising out of or relating to this Agreement or the Project shall be first submitted to non-binding mediation, unless the parties mutually agree otherwise. The mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending

mediation for a period of 60 days from the date of filing, unless stayed for a longer period of agreement of the parties or court order.

7.10 Waiver of Consequential Damages – Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the CONSULTANT, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty.

#### ARTICLE VIII OWNERSHIP OF DOCUMENTS

8.1 All documents, reports and material prepared by CONSULTANT in the performance of this Agreement shall become the sole property of OWNER upon payment in full of all monies owed the CONSULTANT, provided CONSULTANT is not in breach of this Agreement. CONSULTANT hereby acknowledges that all right, title, and interest in the documents and all related reports, plans, drawings, technical memoranda and other directly related documents of any kind prepared or made by CONSULTANT or its subcontractors in the performance of or in connection with CONSULTANT'S Services and duties under this Agreement shall be vested solely with OWNER, including the right to hold, use, or dispose of same as OWNER deems appropriate in its sole discretion, but if OWNER uses such documents for other than intended purpose, OWNER assumes any and all liabilities for such use of the documents and CONSULTANT waives any property rights and copyright to such documents.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound have caused their duly authorized representative to, set their hand this day, month, and year first above written.

[Acknowledgements and Appendices Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 2nd day of May, 2017.

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

ATTEST:

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

APPROVED AS TO FORM:

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

## MEMORANDUM

TO: Board of Mayor and Aldermen

FROM: David J. Frye, KCS Chief Finance Officer

DATE: May 2, 2017

SUBJECT: Perkins Will Architect Agreement

The current agreements with Perkins+Will, for architectural services for the D-B Regional Science and Technology addition, is for programming, schematic design, and design development. These phases are now complete and they are ready to begin the construction document phase of the work. The previous phases were approved as funds were available. Now that funds from Sullivan County are in place, it is recommended that complete agreement with Perkins+ Will be approved. This will take us to the completion of the project.

With an estimated construction cost of \$16,500,000, the architect fee will be \$920,500. This is 5.5% of the construction cost. In addition the initial phase included a flat fee of \$30,000 for programming. This brings the total architect fee to \$950,500. The previous agreements totaled \$287,400, which leaves a balance of \$650,100.

It is recommended that the Board approve the resolution to enter into an agreement with Perkins+Will, for the completion of the D-B Regional Science and Technology addition, in the amount of \$650,100.



**AGENDA ACTION FORM**

**Awarding the Bid for the Purchase of Three (3) 4X2 Extended Cab Pickup Trucks**

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

Action Form No.: AF-102-2017  
Work Session: May 1, 2017  
First Reading: N/A

Final Adoption: May 2, 2017  
Staff Work By: Committee  
Presentation By: R. McReynolds

**Recommendation:**

Approve the Resolution.

**Executive Summary:**

Bids were opened on March 29, 2017 for the purchase of three 4x2 extended cab pickup trucks for use by the Water/Wastewater Department. The advertisement for the Invitation to Bid was published in the Kingsport Times News on March 12, 2017 and placed on our website for 18 calendar days. It is the recommendation of the committee to accept the low compliant bid from Auto World of Big Stone Gap for three 2017 Ram Quad Cab 1500 as follows:

	\$22,262.84	Unit Price
less	\$3,707.00	Trade-In Allowance Equipment # 1728
less	\$1,007.00	Trade-In Allowance Equipment # 1447
less	\$1,007.00	Trade-In Allowance Equipment # 1493
	\$61,067.52	Total Purchase Price

These are Fleet Replacements.

Funding is identified in Account # 51150085019010.

**Attachments:**

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

Funding source appropriate and funds are available: *JF*

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

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

A RESOLUTION AWARDING THE BID FOR THE PURCHASE OF THREE 4X2 EXTENDED CAB PICK-UP TRUCKS TO AUTO WORLD OF BIG STONE GAP AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

WHEREAS, bids were opened March 29, 2017, for the purchase of three (3) 4x2 extended cab pick-up trucks for the use at the water/wastewater department; and

WHEREAS, the city will receive \$3,707.00 for a trade-in allowance for vehicle #1728, a trade-in allowance of \$1,007.00 for vehicle #1447 and a trade-in allowance of \$1,007.00 for vehicle #1493; and

WHEREAS, upon review of the bids, the board finds Auto World of Big Stone Gap 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 three (3) 2017 Ram Quad Cab 1500 4x2 extended cab pick-up trucks from Auto World of Big Stone Gap, at a total purchase cost of \$61,067.52, which includes the deduction of the \$5,721.00 trade-in allowance; 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 three (3) 2017 Ram Quad Cab 1500 4x2 extended cab pick-up trucks at a total purchase cost of \$61,067.52, which includes the deduction of the \$5,721.00 trade-in allowance, is awarded to Auto World of Big Stone Gap, 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 2nd day of May, 2017.

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

ATTEST:

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

APPROVED AS TO FORM:

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

MINUTES  
BID OPENING  
March 29, 2017  
4:00 P.M.

Present: Sandy Crawford, Procurement Manager; and Brent Morelock, Assistant Procurement Manager

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

The Procurement Manager opened with the following bids:

4X2 EXTENDED CAB PICKUP TRUCKS							
Vendor:	Qty.:	Unit Cost:	Trade In #1728:	Trade In #1447:	Trade In #1493:	Delivery Time:	Make/Model:
Auto World of Big Stone Gap	3	\$22,262.84	\$3,707.00	\$1,007.00	\$1,007.00	120 Days	2017 Ram Quad Cab 1500 Tradesman 4x2
Ted Russell Ford	3	\$23,307.00	\$1,500.00	\$ 800.00	\$ 600.00	2 <sup>nd</sup> Week in June	Ford F-150 Super Cab 4x2
Empire Ford	3	\$22,994.00	\$2,700.00	\$ 800.00	\$ 500.00	120 Days	Ford F-150

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



**FLEET MAINTENANCE DIVISION**

**City of Kingsport, Tennessee**

**Memo**

**To:** Brent Morelock, Assistant Procurement Manager  
**From:** Steve Hightower, Fleet Manager  
**Date:** April 12, 2017  
**Re:** 4x2 Extended Cab Pickup Trucks Purchase Recommendation

This will confirm our review and recommendation to purchase the compliant bid of the following vendor and accept the trade in offerings of \$3,707.00 - #1728, 1,007.00 - #1447, and \$1,007.00 - #1493.

<u>Item</u>	<u>Quantity</u>	<u>Description</u>	<u>Award to Vendor</u>	<u>Fuel Economy</u>
1	3	2017 Ram Quad Cab 4x2	Auto World of Big Stone	17 City/ 25 Highway

**Low Compliant Bidder**

The low compliant bidder recommended is compliant in all major aspects of the minimum specification requirements for the 4x2 Extended Cab Pickup Truck(s) specified.

**This unit will be a Fleet Replacement**

Delivery and Compliance to Specifications expectations have been added to insure prompt delivery of any vehicle or piece of equipment purchased by the City of Kingsport. Failure of the awarded vendor to deliver on time or correct pre acceptance inspection deficiencies within the allotted time results in a monetary penalty assessed on a daily basis. This process will insure the departments receive their replacement units in a timely manner. Specified time allotted for delivery of these units is 120 days after notification with 15 days to correct inspection deficiencies after delivery inspection and a \$50 dollar a day penalty assessed for non- compliance.

**Review of Specifications**

The bid offerings were reviewed the Engineering Manager – Hank Clabaugh, Water/ Waste Water Distribution Manager - Chad Austin and Fleet Manger - Steve Hightower, who are agreement with this recommendation. Confirming email of agreement is attached.

**Fuel Economy Improvement**

0%

The unit(s) being replaced have a similar fuel economy to the unit(s) being purchased so there will be no estimated improvement in fuel economy ratings.

## **Trade In Information**

### 1. Trade in(s):

- a. Unit Number: 1728 – 2007 FORD RANGER 4X2 – Age: 10 Years
  - i. Fuel Economy – 15.5 MPG
  - ii. Current Mileage – 123,165
  
- b. Unit Number: 1447 – 2000 FORD RANGER 4X2 – Age: 17 Years
  - i. Fuel Economy – 14.4 MPG
  - ii. Current Mileage – 133,081
  
- c. Unit Number: 1493 – 2001 FORD RANGER 4X2 – Age: 16 Years
  - i. Fuel Economy – 23.3 MPG
  - ii. Current Mileage – 179,346

Average life time fuel economy of the three units is 17.7 MPG

## **Origin Information**

### 1. New Unit Origin of Manufacture:

- a. Cargo Van – Warren, Michigan
  - i. Domestic 56%/ Import 29%

### 2. New Unit Purchase Dealer:

- a. Dealership – Auto World Of Big Stone
  - i. Big Stone Gap, Virginia

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

Thank you



Picture for demonstration purposes only and is not the exact product being purchased

**From:** Clabaugh, Hank  
**Sent:** Tuesday, April 18, 2017 3:40 PM  
**To:** Hightower, Steve <SteveHightower@KingsportTN.gov>  
**Cc:** Jones, Ricky <RickyJones@KingsportTN.gov>  
**Subject:** Engineering Division Trucks

Steve,

Pursuant to my conversations with you and Ricky Jones, the Engineering Division approves of your proposed purchase of the trucks for the Engineering Division. Thanks for your help.

Please let me know if you need any additional information from me.

**Hank Clabaugh, PE**  
City Engineer  
City of Kingsport  
P: 423-229-9324  
[hankclabaugh@kingsporttn.gov](mailto:hankclabaugh@kingsporttn.gov)

**From:** Austin, Chad  
**Sent:** Wednesday, April 19, 2017 11:37 PM  
**To:** Hightower, Steve <SteveHightower@KingsportTN.gov>  
**Subject:** RE: 4x2 & 4x4 Extended Cab Pickup Truck Purchase Recommendations

Water/Wastewater agrees that the truck bid from Auto World meets our specifications and requirements.

Thanks

**Chad E. Austin, PE**  
City of Kingsport, TN  
Water/Wastewater  
Distribution & Collection Manager  
423.224.2509  
[hadAustin@KingsportTN.gov](mailto:hadAustin@KingsportTN.gov)



**AGENDA ACTION FORM**

**Awarding the Bid for the Purchase of Four (4) 4X4 Extended Cab Pickup Trucks**

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

Action Form No.: AF-103-2017  
 Work Session: May 1, 2017  
 First Reading: N/A

Final Adoption: May 2, 2017  
 Staff Work By: Committee  
 Presentation By: R. McReynolds

**Recommendation:**  
 Approve the Resolution.

**Executive Summary:**

Bids were opened on March 29, 2017 for the purchase of four 4x4 extended cab pickup trucks for use by the Engineering & Water Departments. The advertisement for the Invitation to Bid was published in the Kingsport Times News on March 12, 2017 and placed on our website for 18 calendar days. It is the recommendation of the committee to accept the low compliant bid from Auto World of Big Stone Gap for four 2017 Ram Quad Cab 1500 as follows:

	\$24,966.84	Unit Price
less	\$507.00	Trade-In Allowance Equipment # 1508
less	\$507.00	Trade-In Allowance Equipment # 1578
less	\$6,707.00	Trade-In Allowance Equipment # 1675
less	<u>\$4,707.00</u>	Trade-In Allowance Equipment # 1792
	<u>\$87,439.36</u>	Total Purchase Price

These are Fleet Replacements.

Funding is identified in Account # 51150085019010.

**Attachments:**

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

Funding source appropriate and funds are available: *df*

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

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

A RESOLUTION AWARDING THE BID FOR THE PURCHASE OF FOUR 4X4 EXTENDED CAB PICK-UP TRUCKS TO AUTO WORLD OF BIG STONE GAP AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

WHEREAS, bids were opened March 29, 2017, for the purchase of four (4) 4x4 extended cab pick-up trucks for the use at the engineering and water departments; and

WHEREAS, the city will receive \$507.00 for a trade-in allowance for vehicle #1508, a trade-in allowance of \$507.00 for vehicle #1578, a trade-in allowance of \$6,707.00 for vehicle #1675 and a trade-in allowance of \$4,707.00 for vehicle #1792; and

WHEREAS, upon review of the bids, the board finds Auto World of Big Stone Gap 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 four (4) 2017 Ram Quad Cab 1500 4x4 extended cab pick-up trucks from Auto World of Big Stone Gap, at a total purchase cost of \$87,439.36, which includes the deduction of the \$12,428.00 trade-in allowance; 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 four (4) 2017 Ram Quad Cab 1500 4x4 extended cab pick-up trucks at a total purchase cost of \$87,439.36, which includes the deduction of the \$12,428.00 trade-in allowance, is awarded to Auto World of Big Stone Gap, 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 2nd day of May, 2017.

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

ATTEST:

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

APPROVED AS TO FORM:

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

MINUTES  
 BID OPENING  
 March 29, 2017  
 4:00 P.M.

Present: Sandy Crawford, Procurement Manager; and Brent Morelock, Assistant Procurement Manager

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

The Procurement Manager opened with the following bids:

4X4 EXTENDED CAB PICKUP TRUCKS								
Vendor:	Qty.:	Unit Cost:	Trade In #1508:	Trade In #1578:	Trade In #1675:	Trade In #1792:	Delivery Time:	Make/Model:
Auto World of Big Stone Gap	4	\$24,966.84	\$507.00	\$ 507.00	\$6,707.00	\$4,707.00	120 Days	2017 Ram Quad Cab 1500 Tradesman 4x4. Order cut off 5/5/17
Ted Russell Ford	4	\$26,999.00	\$800.00	\$ 800.00	\$2,500.00	\$2,500.00	2 <sup>nd</sup> or 3 <sup>rd</sup> Week in June	Ford F-150 Super Cab 4x4
Empire Ford	4	\$27,701.00	\$500.00	\$1,000.00	\$5,500.00	\$4,400.00	120 Days	Ford F-150

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



# FLEET MAINTENANCE DIVISION

## City of Kingsport, Tennessee

### Memo

**To:** Brent Morelock, Assistant Procurement Manager  
**From:** Steve Hightower, Fleet Manager  
**Date:** April 12, 2017  
**Re:** 4x4 Extended Cab Pickup Trucks Purchase Recommendation

This will confirm our review and recommendation to purchase the compliant bid of the following vendor and accept the trade in offerings of \$507.00 - #1508, 507.00 - #1578, \$6,707.00 - #1675, and \$4,707 - #1792.

<u>Item</u>	<u>Quantity</u>	<u>Description</u>	<u>Award to Vendor</u>	<u>Fuel Economy</u>
1	4	2017 Ram Quad Cab 4x4	Auto World of Big Stone	16 City/ 23 Highway

#### Low Compliant Bidder

The low compliant bidder recommended is compliant in all major aspects of the minimum specification requirements for the 4x4 Extended Cab Pickup Truck(s) specified.

#### This unit will be a Fleet Replacement

Delivery and Compliance to Specifications expectations have been added to insure prompt delivery of any vehicle or piece of equipment purchased by the City of Kingsport. Failure of the awarded vendor to deliver on time or correct pre acceptance inspection deficiencies within the allotted time results in a monetary penalty assessed on a daily basis. This process will insure the departments receive their replacement units in a timely manner. Specified time allotted for delivery of these units is 120 days after notification with 15 days to correct inspection deficiencies after delivery inspection and a \$50 dollar a day penalty assessed for non-compliance.

#### Review of Specifications

The bid offerings were reviewed the Engineering Manager – Hank Clabaugh, Water/ Waste Water Distribution Manager - Chad Austin and Fleet Manger - Steve Hightower, who are agreement with this recommendation. Confirming email of agreement is attached.

#### Fuel Economy Improvement

10.2%

There will be a potential fuel economy improvement with the replacement units over the units being replaced.

## **Trade In Information**

### 1. Trade in(s):

- a. Unit Number: 1508 – 2001 GMC 1/2 TON 4X2 PICKUP– Age: 16 Years
  - i. Fuel Economy – 14.65 MPG
  - ii. Current Mileage – 248,963
  
- b. Unit Number: 1578 – 2003 FORD RANGER 4X2 – Age: 14 Years
  - i. Fuel Economy – 16.96 MPG
  - ii. Current Mileage – 144,330
  
- c. Unit Number: 1675 – 2005 FORD F150 4X4– Age: 12 Years
  - i. Fuel Economy – 12.02 MPG
  - ii. Current Mileage – 95,068
  
- d. Unit Number: 1792 – 2008 CHEVROLET COLORADO 4X4– Age: 9 Years
  - i. Fuel Economy – 14.45 MPG
  - ii. Current Mileage – 117,553

Average life time fuel economy of the four units is 14.52 MPG

## **Origin Information**

1. New Unit Origin of Manufacture:
  - a. Cargo Van – Warren, Michigan
    - i. Domestic 56%/ Import 29%
  
2. New Unit Purchase Dealer:
  - a. Dealership – Auto World Of Big Stone
    - i. Big Stone Gap, Virginia

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

Thank you



Picture for demonstration purposes only and is not the exact product being purchased

**From:** Clabaugh, Hank  
**Sent:** Tuesday, April 18, 2017 3:40 PM  
**To:** Hightower, Steve <SteveHightower@KingsportTN.gov>  
**Cc:** Jones, Ricky <RickyJones@KingsportTN.gov>  
**Subject:** Engineering Division Trucks

Steve,

Pursuant to my conversations with you and Ricky Jones, the Engineering Division approves of your proposed purchase of the trucks for the Engineering Division. Thanks for your help.

Please let me know if you need any additional information from me.

**Hank Clabaugh, PE**  
City Engineer  
City of Kingsport  
P: 423-229-9324  
[hankclabaugh@kingsporttn.gov](mailto:hankclabaugh@kingsporttn.gov)

**From:** Austin, Chad  
**Sent:** Wednesday, April 19, 2017 11:37 PM  
**To:** Hightower, Steve <SteveHightower@KingsportTN.gov>  
**Subject:** RE: 4x2 & 4x4 Extended Cab Pickup Truck Purchase Recommendations

Water/Wastewater agrees that the truck bid from Auto World meets our specifications and requirements.

Thanks

**Chad E. Austin, PE**  
City of Kingsport, TN  
Water/Wastewater  
Distribution & Collection Manager  
423.224.2509  
[ChadAustin@KingsportTN.gov](mailto:ChadAustin@KingsportTN.gov)



**AGENDA ACTION FORM**

**Awarding the Bid for the Purchase of Two (2) Cutaway Cargo Vans to Ted Russell Ford**

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

Action Form No.: AF-105-2017  
Work Session: May 1, 2017  
First Reading: N/A  
Final Adoption: May 2, 2017  
Staff Work By: Committee  
Presentation By: Steve Hightower

**Recommendation:**  
Approve the Resolution

**Executive Summary:**  
Bids were opened on March 22, 2017 for the purchase of two (2) Full-Size Cutaway Cargo Vans, Gasoline Powered. The advertisement for the Invitation to Bid was published in the Kingsport Times News on February 26, 2017 and placed on our website for 24 calendar days. It is the recommendation of the committee to accept the compliant bid from Ted Russell Ford for two (2) 2017 Ford T350 DRW Cutaway Cargo Vans. The committee also recommends rejecting the trade offering since both trade values for Units #1397 (\$800) and Unit #1728 (\$1,500.00) were less than current market rate. Trade not applicable to this purchase.

\$86,508.00 Total Purchase Price (\$43,254.00 Per Unit Price x Qty. 2)

These units 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: 

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

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

A RESOLUTION AWARDING THE BID FOR THE PURCHASE OF TWO CUTAWAY CARGO VANS TO TED RUSSELL FORD AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

WHEREAS, bids were opened March 22, 2017, for the purchase of two (2) full size cutaway cargo vans for the use at the schools maintenance department; and

WHEREAS, upon review of the bids, the board finds Ted Russell Ford is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to purchase two (2) 2017 Ford T350 DRW cutaway cargo vans from Ted Russell Ford, at a total purchase cost of \$86,508.00; 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) 2017 Ford T350 DRW cutaway cargo vans at a total purchase cost of \$86,508.00 is awarded to Ted Russell Ford, 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 2nd day of May, 2017.

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

ATTEST:

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

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

MINUTES  
BID OPENING  
March 22, 2017  
4:00 P.M.

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

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

The Assistant Procurement Manager opened with the following bids:

CUTAWAY CARGO VANS					
Vendor:	Qty.:	Unit Cost:	Trade-In #1397	Trade-In #1728	Make/Model:
Ted Russell Ford	2	\$43,254.00	\$800.00	\$1,500.00	Ford T-350 DRW Cutaway (S6P)

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



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

**To:** Brent Morelock, Assistant Procurement Manager  
**From:** Steve Hightower, Fleet Manager  
 William Shedden, Supervisor of Maintenance & Custodians  
 Kingsport City Schools  
**Date:** April 13, 2017  
**Re:** Cutaway Van Purchase Recommendation

This will confirm our review and recommendation to purchase the compliant bid of the following vendor for use by the Schools Maintenance Department. It is further recommended to reject the trade in offering since both trade values for Units #1397 (\$800) and #1728 (\$1,500) were less than current market rate.

<u>Item</u>	<u>Quantity</u>	<u>Description</u>	<u>Award to Vendor</u>	<u>Fuel Economy</u>
1	2	2017 Ford T350 DRW Cutaway	Ted Russel Ford	12 City/ 16 Hwy

**Compliant Bidder**

The bidder was compliant in all major aspects of the minimum specification requirements for the Cutaway Cargo Vans specified. To determine if this single bidder price of \$43,254 per unit was a competitive price, the most recent purchase of a similar vehicle and specification was reviewed. Kingsport's previous 2016 purchase price was \$42,508 per unit for one unit. The purchase price for these cutaway van represents a price increase of 1.8% or \$746, per unit, which is within the annual OEM price increase average of 3% per year.

**These units will be Fleet Replacements**

Delivery and Compliance to Specifications expectations have been added to insure prompt delivery of any vehicle or piece of equipment purchased by the City of Kingsport. Failure of the awarded vendor to deliver on time or correct pre acceptance inspection deficiencies within the allotted time results in a monetary penalty assessed on a daily basis. This process will insure the departments receive their replacement units in a timely manner. Specified time allotted for delivery is after June 1<sup>st</sup> with 10 days to correct inspection deficiencies and a \$50 dollar a day penalty assessed.

The bid offerings were reviewed with the Supervisor of Maintenance & Custodians, William Shedden, who is agreement with this recommendation. Confirming email of agreement is attached.

**Fuel Economy Improvement**

00%

No fuel economy improvements would be realized since the replacement units are similar to the current units being operated.

**Trade In(s)**

1. Trade in(s): Recommendation is to reject the trade in offering
  - a. Trade not applicable to this purchase

## Origin Information

1. New Unit Origin of Manufacture:
  - a. Cab/ Chassis Mfg.– Kansas City, MO
    - i. 95% Domestic/ 5% Foreign Materials
  - b. Body Manufacture – Knapheide, Quincy, IL
    - i. 100% Domestic/ 0% Foreign Materials
2. New Unit Purchase Dealer:
  - c. Cab/ Chassis/ Body – Ted Russel Ford – Knoxville, TN
  - d. Body Dealership – Knapheide, Quincy, IL

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:** Shedden, William E. [mailto:wshedden@k12k.com]  
**Sent:** Monday, April 10, 2017 2:18 PM  
**To:** Hightower, Steve <SteveHightower@KingsportTN.gov>  
**Subject:** Vehicle Specifications

Steve,

The vehicle specifications we reviewed this morning look good and I feel we should proceed with the purchase from Ted Russell Ford.

Thanks for all your help.

Bill Shedden  
Supervisor of Maint. & Cust.  
Kingsport City Schools  
1000 Poplar Street  
Kingsport, Tn. 37660  
W 423-378-2190-c 423-921-2686  
President TSPMA



**AGENDA ACTION FORM**

**Authorizing the Award to Purchase E-Rate Category Two Hardware to Personal Computer Systems, Inc.**

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

Action Form No.: AF-104-2017  
 Work Session: May 1, 2017  
 First Reading: N/A

Final Adoption: May 2, 2017  
 Staff Work By: Committee  
 Presentation By: Scott Pierce/ David Frye

**Recommendation:**

Approve the Resolution.

**Executive Summary:**

Quotes were received on April 10, 2017 for the E-Rate Category Two Hardware purchase. Three quotes were submitted through the Tennessee Broadband Consortium (TEBC). Two vendors Central Technologies and Converged Networks submitted Solutions that are currently not used in the KCS infrastructure. The third vendor, Personal Computer Systems, Inc. (PCS), submitted a solution that most directly connects with the current solution and would provide a standardized solution for all schools. Additional evaluation information is included in the recommendation memo

It is recommended that the Board of Mayor and Aldermen approve the resolution to award the contract to Personal Computer Systems, Inc. (PCS) for Category Two Hardware purchase at a cost of \$455,766.54. Actual costs after E-Rate discounts will be \$109,949.00.

Funding for this project will come from two different sources. The recently approved project for wireless upgrades in the amount of \$400,000 (GP1738, Acct # 311-0000-601-9004) and the balance of \$55,767 will come from the current Technology equipment budget (Acct# 141-7250-785-0790).

**Attachments:**

1. Resolution
2. Recommendation
3. TEBC Order Form Agreement

Funding source appropriate and funds are available: *JF*

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

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

A RESOLUTION AWARDING THE BID FOR PURCHASE OF E-RATE CATEGORY TWO HARDWARE TO PERSONAL COMPUTER SYSTEMS, INC., AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, quotes were opened April 10, 2017, for the E-Rate category two hardware purchase; and

WHEREAS, the quotes were submitted through the Tennessee Broadband Consortium; and

WHEREAS, upon review of the bids, the board finds Personal Computer Systems, 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 and enter into a contract with Personal Computer Systems, Inc. for the E-Rate Category Two Hardware purchase, at a cost of \$455,766.54; and

WHEREAS, funding for this project is available in GP1738, Acct # 311-0000-601-9004 and Acct# 141-7250-785-0790.

Now therefore,

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

SECTION I. That the quote for E-Rate category two hardware is awarded to Personal Computer Systems, Inc., at a cost of \$455,766.54.

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

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

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

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

ADOPTED this the 2<sup>nd</sup> day of May, 2017.

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

ATTEST:

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

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

**MEMORANDUM**

**TO:** Board of Mayor and Aldermen

**FROM:** Scott Pierce, Kingsport City Schools - Director of Technology

**DATE:** May 2, 2017

**SUBJECT:** E-Rate Category Two Hardware

We have received quotes for category two hardware utilizing E-Rate funding. There were three quotes submitted through the Tennessee Education Broadband Consortium (TEBC). Two vendors Central Technologies and Converged Networks submitted solutions that are currently not used in the KCS infrastructure. The third vendor PCS submitted a solution that most directly connects with the current solution and would provide a standardized solution for all schools. A tabulation matrix chart is included below.

This project will build out the wireless infrastructure to include the Palmer Center through third grade classrooms by tying into the current wireless system. It is recommended the Board approve to award the contract for category two hardware to PCS at a cost of \$455,766.54. Actual costs after E-Rate discounts will be \$109,949.00. Funding for this project will come from two different sources. The recently approved project for wireless upgrades, in the amount of \$400,000 will be used and the balance of \$55,767 will come from the current technology equipment budget.

		<i>Vendor Name (click each cell for a drop-down menu of vendor names)</i>			
		Personal Computer Systems, Inc.	Central Technologies, Inc.	Converged Networks	
		Extreme	Aruba	Brocade	
<i>Manufacturer Proposed</i>					
<i>Cost of E-rate eligible product/service</i>		\$ 442,474.11	\$369,526.00	\$ 354,841.00	
<i>Cost of E-rate ineligible product/service</i>		\$ 13,291.43			
<i>Total Cost of Service to District*</i>		\$ 455,765.54	\$369,526.00	\$ 354,841.00	
No.	Factor	% of total price points	80%	96%	100%
1	Cost of eligible goods and services (Must have the most available points)	50	40.097	48.013	50.000
2	Past Successful K-12 Experience	25	25	20	20
3	Understanding of needs	5	5	2	2
4	Completeness of response	15	15	15	15
5	Vendor quote meets district's minimum specifications**	5	5	0	0
<b>Total Points</b>		100	90.10	85.01	87.00

\*DO NOT USE the "Total Cost to District" when evaluating "COST". Only consider E-Rate Eligible Cost when scoring cost.

\*\* Per USAC Schools and Libraries News Brief dated December 3, 2010: "Applicants can have a bid evaluation criterion for preferred make and model or for adherence to local IT standards in their bid evaluation matrix."

**EVALUATION NOTES**

Due to district budget restraints, the number of schools where equipment will be installed for the 2017 funding year was reduced from 14 to the eight elementary school. The proposed solutions from Central Technologies and Converged Networks do not meet with our current IT standards. Therefore Personal Computer Systems is the winning vendor.

**Tennessee Educational Broadband Consortium  
Multiple Schedule/State Master Contract  
Order Form**

This agreement ("Agreement") is entered into between **City of Kingsport for its Kingsport City Schools** ("Customer") and **Personal Computer Systems, Inc** ("Service Provider"), for **E-Rate Category 2 purchases**. For good and valuable consideration, including the mutual promises contained herein, Customer orders from the Service Provider the services identified below and/or in Attachment A to this Agreement ("Service"). Customer and Service Provider agree that the Service shall be provided pursuant to the rates, charges, terms and conditions set forth in the Tennessee Educational Broadband Consortium Contract #49003 ("Master Contract").

Service Ordered by Customer:

**IDENTIFY REQUESTED SERVICE(S) HEREIN AND/OR IN ATTACHMENT A**

The selected Service period is April 1, 2017 – September 30, 2019. Unless otherwise agreed upon in writing, the Service period shall commence upon Service installation.

**Requested Service Commencement Date(s): To be determined but no later than September 30, 2018.**

If this Agreement is cancelled or terminated prior to Service Installation, cancellation charges will apply as set forth in the Master Contract (if applicable).

Customer may seek Universal Service Fund funding pursuant to the rules and regulations associated with the E-Rate program.

Customer further warrants and represents that Customer is authorized to enter into this Agreement and to order Service pursuant to the Master Contract. Customer further warrants and represents that this Agreement complies with all applicable procurement laws and/or requirements.

This Agreement is effective when executed by Customer. Submission of a quote at the request of the customer constitutes the Service Provider's intent to proceed upon acceptance of the Customer. This agreement is subject to and controlled by the provisions of the State Master Contract, including any amendments as may be made from time to time.

**Customer Name:**

**City of Kingsport for its Kingsport City Schools**

Print Name: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

**Accepted by:**

**Personal Computer Systems, Inc.**

Print Name: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

**Proposal Submitted By\*:**

Company Name:	PCS Inc
Company SPIN (498 ID):	143025290
Contact Name:	Dan Spear
Contact E-mail:	<a href="mailto:dspear@pcsknox.com">dspear@pcsknox.com</a>
Contact Phone:	865-273-1960
TEBC Schedule/Contract #	49003

<b>Internal Connections</b>
-----------------------------

Must Be Completed By School or School District (Applicant)						Must Be Completed by Vendor		Only required for vendors submitting equivalent product line quotes (different manufacturer than Column C)	
School/Building Name	Category	Manufacturer Name	Description (optional)	Model Number	Estimated Quantity	Price/Unit	Extended Price (quantity * unit price)	Equivalent Make	Equivalent Model
John Adams ES	Switches	Extreme		x450-G2-48p	16	\$ 2,922.56	\$ 46,760.95		
John Adams ES	Switches	Extreme		x460-G2-48p	1	\$ 3,587.68	\$ 3,587.68		
John Adams ES	Access Points	Extreme		AP3825	52	\$ 371.25	\$ 19,305.00		
John Adams ES	Installation, Configuration and Activation of Access Points				1	\$ 2,080.00	\$ 2,080.00	Installation, channel planning and wireless tuning included	
John Adams ES	Cabling		CAT6 drops		10	\$ 250.00	\$ 2,500.00		
John Adams ES	Installation of Cabling				1	\$ -	\$ -		
Subtotal							\$ 74,233.63		
Andrew Jackson ES	Switches	Extreme		x450-G2-48p	11	\$ 2,922.56	\$ 32,148.15		
Andrew Jackson ES	Switches	Extreme		x460-G2-48p	1	\$ 3,587.68	\$ 3,587.68		
Andrew Jackson ES	Access Points	Extreme		AP3825	57	\$ 371.25	\$ 21,161.25		
Andrew Jackson ES	Installation, Configuration and Activation of Access Points				1	\$ 2,280.00	\$ 2,280.00	Installation, channel planning and wireless tuning included	
Andrew Jackson ES	Cabling		CAT6 drops		7	\$ 250.00	\$ 1,750.00		
Andrew Jackson ES	Installation of Cabling				1	\$ -	\$ -		
Subtotal							\$ 60,927.08		
Thomas Jefferson ES	Switches	Extreme		x450-G2-48p	14	\$ 2,922.56	\$ 40,915.83		
Thomas Jefferson ES	Switches	Extreme		x460-G2-48p	1	\$ 3,587.68	\$ 3,587.68		
Thomas Jefferson ES	Access Points	Extreme		AP3825	44	\$ 371.25	\$ 16,335.00		
Thomas Jefferson ES	Installation, Configuration and Activation of Access Points				1	\$ 1,760.00	\$ 1,760.00	Installation, channel planning and wireless tuning included	
Thomas Jefferson ES	Cabling		CAT6 drops		9	\$ 250.00	\$ 2,250.00		
Thomas Jefferson ES	Installation of Cabling				1	\$ -	\$ -		
Subtotal							\$ 64,848.51		
Andrew Johnson ES	Switches	Extreme		x450-G2-48p	9	\$ 2,922.56	\$ 26,303.04		
Andrew Johnson ES	Switches	Extreme		x460-G2-48p	1	\$ 3,587.68	\$ 3,587.68		
Andrew Johnson ES	Access Points	Extreme		AP3825	37	\$ 371.25	\$ 13,736.25		
Andrew Johnson ES	Installation, Configuration and Activation of Access Points				1	\$ 1,480.00	\$ 1,480.00	Installation, channel planning and wireless tuning included	
Andrew Johnson ES	Cabling		CAT6 drops		9	\$ 250.00	\$ 2,250.00		
Andrew Johnson ES	Installation of Cabling				1	\$ -	\$ -		
Subtotal							\$ 47,356.96		
John Kennedy ES	Switches	Extreme		x450-G2-48p	7	\$ 2,922.56	\$ 20,457.92		
John Kennedy ES	Switches	Extreme		x460-G2-48p	1	\$ 3,587.68	\$ 3,587.68		
John Kennedy ES	Access Points	Extreme		AP3825	38	\$ 371.25	\$ 14,107.50		
John Kennedy ES	Installation, Configuration and Activation of Access Points				1	\$ 1,520.00	\$ 1,520.00	Installation, channel planning and wireless tuning included	

John Kennedy ES	Cabling		CAT6 drops	3	\$ 250.00	\$ 750.00	
John Kennedy ES	Installation of Cabling			1	\$ -	\$ -	
Subtotal						\$ 40,423.10	
Abraham Lincoln ES	Switches	Extreme	x450-G2-48p	10	\$ 2,922.56	\$ 29,225.60	
Abraham Lincoln ES	Switches	Extreme	x460-G2-48p	1	\$ 3,587.68	\$ 3,587.68	
Abraham Lincoln ES	Access Points	Extreme	AP3825	47	\$ 371.25	\$ 17,448.75	
Abraham Lincoln ES	Installation, Configuration and Activation of Access Points			1	\$ 1,880.00	\$ 1,880.00	Installation, channel planning and wireless tuning included
Abraham Lincoln ES	Cabling		CAT6 drops	11	\$ 250.00	\$ 2,750.00	
Abraham Lincoln ES	Installation of Cabling			1	\$ -	\$ -	
Subtotal						\$ 54,892.02	
Theodore Roosevelt ES	Switches	Extreme	x450-G2-48p	10	\$ 2,922.56	\$ 29,225.60	
Theodore Roosevelt ES	Switches	Extreme	x460-G2-48p	1	\$ 3,587.68	\$ 3,587.68	
Theodore Roosevelt ES	Access Points	Extreme	AP3825	38	\$ 371.25	\$ 14,107.50	
Theodore Roosevelt ES	Installation, Configuration and Activation of Access Points			1	\$ 1,520.00	\$ 1,520.00	Installation, channel planning and wireless tuning included
Theodore Roosevelt ES	Cabling		CAT6 drops	7	\$ 250.00	\$ 1,750.00	
Theodore Roosevelt ES	Installation of Cabling			1	\$ -	\$ -	
Subtotal						\$ 50,190.77	
George Washington ES	Switches	Extreme	x450-G2-48p	10	\$ 2,922.56	\$ 29,225.60	
George Washington ES	Switches	Extreme	x460-G2-48p	1	\$ 3,587.68	\$ 3,587.68	
George Washington ES	Access Points	Extreme	AP3825	39	\$ 371.25	\$ 14,478.75	
George Washington ES	Installation, Configuration and Activation of Access Points			1	\$ 1,560.00	\$ 1,560.00	Installation, channel planning and wireless tuning included
George Washington ES	Cabling		CAT6 drops	3	\$ 250.00	\$ 750.00	
George Washington ES	Installation of Cabling			1	\$ -	\$ -	
Subtotal						\$ 49,602.02	
TOTAL - E-rate Eligible Locations						\$ 442,474.11	
E-rate Ineligible Locations							
Palmer Center	Switches	Extreme	x450-G2-48p	3	\$ 2,922.56	\$ 8,767.68	
Palmer Center	Access Points	Extreme	AP3825	11	\$ 371.25	\$ 4,083.75	
Palmer Center	Installation, Configuration and Activation of Access Points			1	\$ 440.00	\$ 440.00	Installation, channel planning and wireless tuning included
Subtotal						\$ 13,291.43	

Signature Below Accepts the Following:

**Term of Service April 1, 2017 - September 30, 2018**

Purchase **IS** contingent upon E-Rate funding approval  
 Purchase **IS NOT** contingent upon E-Rate funding approval

Order may be cancelled if E-Rate and/or local budget approval is not secured

\*By submitting a quote in response to the Customer's request, and if selected, the Service Provider agrees to abide the Terms and Conditions of the referenced SMC and proceed with the project accordingly subject to coordination with the Customer

Accepted By (Signature) \_\_\_\_\_  
Print Name \_\_\_\_\_  
Title \_\_\_\_\_  
DATE \_\_\_\_\_



**AGENDA ACTION FORM**

**Authorize the 2017 HOME Consortium Agreement**

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

Action Form No.: AF-109-2017  
 Work Session: May 1 2017  
 First Reading: N/A

Final Adoption: May 2, 2017  
 Staff Work By: Haga  
 Presentation By: Lynn Tully, AICP

**Recommendation:**

Approve the Resolution.

**Executive Summary:**

To participate as a member government of the Northeast TN/Southwest Virginia HOME Consortium, the City of Kingsport must enter into an agreement with the City of Bristol, TN as Lead Entity of the Consortium. This agreement allows the City of Kingsport to receive the benefit of annual Home Investment Partnership (HOME) funds received from the U. S. Department of Housing and Urban Development (HUD). These agreements are required by HUD to match the 3-year qualification periods for HOME Participating Jurisdictions. In fiscal years 2015 and 2016, staff turnover at the Lead Entity led to the expiration of the agreement in place. However, the Consortium continued to provide benefits to the City of Kingsport. In 2017, the Department of Housing and Urban Development alerted the City of Bristol to the oversight and have allowed this correction to the schedule. The agreement outlines the terms and conditions by which the City of Bristol, TN, as Lead Entity for the HOME Consortium, will ensure that the City of Kingsport's share of HOME funding will benefit the citizens of Kingsport. The term of the agreement is July 1, 2015 to June 30, 2018.

**Attachments:**

1. Resolution
2. Agreement

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

RESOLUTION NO. 2017-\_\_\_\_\_

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN ALL DOCUMENTS NECESSARY TO PARTICIPATE AS A MEMBER GOVERNMENT OF THE NORTHEAST TENNESSEE/VIRGINIA HOME CONSORTIUM

WHEREAS, the City of Kingsport is a participating member of the Northeast Tennessee/Virginia HOME Consortium; and

WHEREAS, the participating members are required by the Department of Housing and Urban Development to enter into an agreement as subrecipient to the Lead Entity of a HOME Consortium; and

WHEREAS, the City wishes to implement the activities described in the Consortium's 2015 Consolidated Plan as approved by the Department of Housing and Urban Development.

Now therefore,

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

SECTION I. That the Mayor, or in his absence, incapacity, or failure to act, the Vice Mayor, is authorized to execute, in a form approved by the City Attorney, all documents necessary to be established as a full member government of the Northeast Tennessee/Virginia HOME Consortium.

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 2<sup>nd</sup> day of May, 2017.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**AGREEMENT FOR THE EXECUTION OF A  
HOME INVESTMENT PARTNERSHIPS PROGRAM**

This Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the **City of Bristol, Tennessee**, serving as the Lead Entity for the Northeast Tennessee/Virginia HOME Consortium, a municipal corporation organized and existing under the laws of the State of Tennessee (hereinafter "Consortium Lead Entity"), and **Kingsport, Tennessee**, a municipal corporation organized and existing under the laws of the State of Tennessee (hereinafter "Agency").

W I T N E S S E T H:

WHEREAS, the Consortium Lead Entity has entered into an Agreement for a Home Investment Partnerships Program (hereinafter "Funding Agreement") with the U. S. Department of Housing and Urban Development (hereinafter "HUD"); and

WHEREAS, the City of Bristol, Tennessee as the Consortium Lead Entity has entered into an Agreement with the First Tennessee Development District to serve as the Administrative Agent for the Northeast Tennessee/Virginia HOME Consortium (hereinafter "Consortium"); and

WHEREAS, it is the purpose of this agreement to effect a specified portion of the program approved by the Funding Agreement in accordance with the policies expressed by and declared in Title II of the National Affordable Housing Act of 1990, as amended (hereinafter "Act"); and

WHEREAS, pursuant to said purpose, the Agency is undertaking certain activities and desires to engage the Consortium Lead Entity and the Administrative Agent to render certain assistance in such undertakings.

NOW, THEREFORE, for valuable consideration and mutual promises exchanged between the parties hereto, it is agreed as follows:

**A. SCOPE OF SERVICES:**

1. The services to be performed pursuant to this Agreement (hereinafter "Project"), shall be those specified in the Scope of Services as determined annually and listed in the Consolidated Plan/Action Plan submitted by the Consortium Lead Entity and approved by HUD as that Consolidated Plan now reads or as it may later be modified in accordance with regulations promulgated by HUD.

**B. DURATION OF AGREEMENT:**

This Agreement shall initially be effective for a three-year period beginning on July 1, 2015, and extending through June 30, 2018; however, the obligations shall remain in effect during the period of affordability required by the Act under 24 CFR Part 92.252 or 92.254.

Because the HOME Consortium has been designated automatic renewal status with the U. S. Department of Housing and Urban Development, upon approval by

the Consortium Board, this agreement may be renewed for Agency's participation in successive qualification periods of three federal fiscal years each. The first such renewal period would start July 1, 2018 and end June 30, 2021. To qualify for renewal of this agreement, the Agency must satisfactorily demonstrate to the Board that its allocation will be disbursed within the extended period.

By June 1 of the year prior to the renewal year, the Lead Entity shall notify Agency of their right not to participate in the Consortium for the next qualification period. By June 15 of the year prior to the renewal year, Agency shall notify the Lead Entity of their intent to continue or to not participate. By June 30 of the year prior to the renewal year, Agency shall provide the Lead Entity with an Authorizing Resolution approving the automatic renewal of the agreement. The Lead Entity shall then forward all required documentation for Field Office Review.

C. **TERMS AND CONDITIONS:**

1. The Agency, through the Administrative Agent shall implement this agreement through a promissory note and deed of trust on all real properties receiving an investment of HOME funds which shall require compliance with all applicable HOME Program requirements. This Agreement shall be considered breached if the Agency materially fails to comply with any term in this Agreement and shall result in the termination of this Agreement. All HOME funds disbursed on behalf of the Agency shall be recaptured by the Consortium.
2. The Administrative Agent shall assume responsibility for managing the day-to-day operations of its HOME program, to assure compliance with program requirements outlined in 24 CFR Part 92, and for taking appropriate action when performance problems arise.
3. The Agency authorizes the Administrative Agent to assume responsibility for ensuring that housing it has assisted with HOME funds meets the affordability and resale requirements of 24 CFR 92.252 or 92.254 as applicable.
4. All repayment, interest, and other return on the investment of HOME funds in Agency shall be retained by the Consortium for use to fund additional HOME-eligible activities in Agency. Program Income funds shall be expended according to the HOME Grant-Based Accounting Rule.
5. Program Income derived from Consortium activities remains Consortium Program Income – even if those activities were carried out in, or by, a jurisdiction that has left the Consortium.
6. For each project receiving HOME funds, the Administrative Agent shall submit a Project Completion report to the Lead Entity with the final drawdown request.
7. The Consortium Lead Entity shall hold the Agency responsible for complying with the provisions of this agreement.
8. None of the following or their immediate family members, during the tenure of the subject person or for one year thereafter, shall have any direct or indirect financial interest in any contract, subcontract or the proceeds thereof for work to be performed in connection with the program assisted under this agreement: employees, agents, or officials of the Agency, including members of the governing

- body, who exercise any function or responsibility with respect to the program. The same prohibition shall be incorporated in all such contracts and subcontracts.
9. The assistance provided under this agreement shall not be used by the Agency to pay a third party to lobby the United States government for funding approval, approval of applications for additional assistance, or any other approval or concurrence of HUD required under this agreement. However, HOME funds may be used to pay reasonable fees for services that are eligible as a program cost.
  10. The Agency shall reimburse the Consortium for any amount of HOME funds determined by HUD to have been improperly expended.
  11. The Agency shall allow the Consortium Lead Entity to carry out monitoring and evaluation activities as determined necessary by the Consortium Lead Entity and HUD.
  12. In the event of termination, all property and finished or unfinished documents, data, studies, and reports purchased or prepared by the Agency under this Agreement shall, at the option of the Consortium, become the property of the Consortium.

**D. FUNDING AND PAYMENT:**

1. The payment procedure under this Agreement shall be in accordance with the following method: Payment shall be on an expenditure basis upon receipt by the Consortium Lead Entity of a Pay Request Form, (form of which shall be provided by the Administrative Agent) which shall reflect expenditures and incurred expenses by budget line item. The Administrative Agent shall maintain support documentation such as invoices for all expenditures included on the Pay Request Form.
2. Requests for funds shall be made on an as-needed basis, unless otherwise agreed. The Pay Request shall reach the Consortium Lead Entity in a timely manner.
3. The Agency, through the Administrative Agent, shall request disbursement of HOME funds by the Consortium Lead Entity only at the time funds are needed for payment of eligible costs and to request an amount of funds limited to that needed to cover these costs. Upon signed approval by the Agency, the Lead Entity shall issue payment directly to the contractor on behalf of the eligible client.
4. Payments under this Agreement are limited to those HOME funds specified in the Project Budget but, in no event will the total compensation and reimbursement, if any, to be paid hereunder exceed the maximum allocation unless funding is reallocated by the Consortium Board.

**E. BUDGET CHANGES AND UNREIMBURSABLE EXPENSES:**

1. Except for changes made in accordance with subsection (2) below, any and all alterations in the approved use of budgeted funds shall be subject to prior review by the Consortium.
2. Funds may be shifted between line items of the Project without prior approval of the Consortium to the extent that such action does not result in a change in the Project and so long as it does not exceed ten percent (10%) of the line item total from which the funds are being removed or to which the funds are being added.
3. Any costs and expenses not covered by the Project Budget, and hence not properly payable from Grant funds, shall be borne entirely by the Agency.

**F. RECORDS AND REPORTS:**

1. The Administrative Agent shall maintain and shall make available at reasonable times and places to the Consortium Lead Entity such records and accounts, including property, personnel, and financial records, as are deemed necessary by the Consortium Lead Entity and/or state and federal agencies in order to assure a proper accounting for all project funds.
2. The Agency shall provide any duly authorized Consortium Lead Entity representative, Administrative Agent representative, representative of HUD and the Comptroller General of the United States, at all reasonable times, access to and the right to inspect, copy, monitor, and examine all of the books, papers, records, and other documents relating to the HOME funds and the fulfillment of this agreement for a period of three years following the completion of all close-out procedures respecting HOME funds, and the final settlement and conclusion of all issues arising out of the HOME loan.
3. The Agency shall work with the Administrative Agent to provide a quarterly report to the Lead Entity which includes accomplishments, beneficiaries, problems encountered and any other information needed by the Consortium Lead Entity to complete the Consolidated Annual Performance Report and other reports required by HUD.
4. The Consortium Lead Entity shall provide to HUD an Annual Audit Report performed in compliance with Office of Management and Budget Circular A-128 for the Northeast Tennessee/Virginia HOME Consortium.

**G. FINANCIAL ACCOUNTING:**

1. The Consortium Lead Entity shall establish and maintain fiscal and accounting records in accordance with generally accepted accounting principles and practices.
2. The Consortium Lead Entity shall not co-mingle accounts to an extent that prevents the accounting and auditing of the funds provided hereunder.
3. Funds provided hereunder are exclusively for the purposes of this Agreement under the terms and conditions of the Agreement, and the Agency shall not temporarily or permanently shift such funds to other programs or for other purposes for any reason, without prior consent of the Consortium Board of Directors.

**H. INSURANCE AND LIABILITY:**

To the extent permitted by law, the Consortium Lead Entity shall not be liable for claims for damages or losses arising out of the performance of this Agreement by the Agency, its employees, officers or agents and the Agency shall indemnify and hold harmless the Consortium Lead Entity, its officers, agents and employees from all such claims arising under this agreement.

**I. RESIDENT ECONOMIC OPPORTUNITY:**

1. The Agency shall take affirmative action to ensure that residents of the project area are given maximum opportunity for training, employment and business opportunities.

2. When qualified applicants are available, preference shall be given to residents of the project area in filling all training, business opportunities and jobs generated by the program even where employment results outside the geographic boundary of the project area.

**J. PUBLICITY:**

The Agency shall make every effort in its publicity and in other ways, to fully inform the public concerning the project. Any publicity given to the project must recognize the Northeast Tennessee/Virginia HOME Consortium as the sponsor and the project being funded by HUD through the HOME Investment Partnerships Program.

**K. SUSPENSION OR TERMINATION FOR CAUSE:**

1. The Consortium, through the Consortium Lead Entity, upon written notice to the Administrative Agent, may suspend or terminate payment of Grant funds to the Agency in whole or in part for cause which shall include, but not be limited to, the following:
  - (a) Ineffective or improper use of Grant funds;
  - (b) Failure to comply with the terms and conditions of this Agreement;
  - (c) Submission to the Consortium of reports which are incorrect or incomplete in any material respect;
  - (d) Suspension of the Grant from HUD to the Consortium in whole or part for any reason.
2. The Consortium, upon written notice to the Administrative Agent, may also withhold payment of any unearned portion of the Grant if the Agency is unable or unwilling to accept any additional conditions that may be provided by law, by executive order, by regulations or by other policy announced by HUD.
3. If the Consortium withholds payment, it shall advise the Agency in writing what action must be taken as a condition precedent to the resumption of payments.

**L. DOCUMENTS OF INCORPORATION:**

This Agreement is expressly made subject to all Attachments hereto, to all of the attachments, provisions, requirements, federal, state and local laws, rules and regulations of the June 15, 2011, Northeast Tennessee/Virginia Consortium Joint Cooperation Agreement and of the Funding Agreement between the Consortium Lead Entity and HUD and to any and all requirements, whether federal, state or local, verbal or written, placed upon Bristol, Tennessee, as the Consortium Lead Entity of the Northeast Tennessee/Virginia HOME Consortium. All of the foregoing are hereby made a part of this Agreement and incorporated herein by reference.

**M. MISCELLANEOUS PROVISIONS:**

1. The singular of any term used in this Agreement shall include the plural, and the masculine shall include the feminine, and vice versa.
2. A signed copy of this Agreement shall be considered as an original.
3. Service of all notices under this Agreement shall be sufficient if given personally, by registered or certified mail, returned receipt requested, and mailed to the party involved at the address and to the attention of the person set forth below, or to

such other person or address as said party may provide in writing from time to time. Any such notice mailed to such address shall be effective upon the date received as shown by the returned receipt or otherwise:

IN WITNESS WHEREOF, the Consortium Lead Entity has caused this Agreement to be duly executed on its behalf and attested; and the Agency has caused the same to be duly executed and attested on its behalf.

CITY OF BRISTOL, TENNESSEE

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CHAD KEEN, MAYOR

ATTEST:

---

TARA MUSICK, CITY RECORDER

KINGSPORT, TENNESSEE

---

JOHN CLARK, MAYOR

ATTEST:

---

JAMES N. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

---

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

STATE OF TENNESSEE  
COUNTY OF SULLIVAN

Before me, a Notary Public in and for the aforesaid jurisdiction, personally appeared Mayor Chad Keen, to me known, or proved to me on the basis of satisfactory evidence, to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

Witness my hand and official seal, at office, on this the \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public

My commission expires:

STATE OF TENNESSEE  
COUNTY OF SULLIVAN

Before me, a Notary Public in and for the aforesaid jurisdiction, personally appeared Mayor John Clark, to me known, or proved to me on the basis of satisfactory evidence, to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

Witness my hand and official seal, at office, on this the \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public

My commission expires:



**AGENDA ACTION FORM**

**Amend the Schedule of Fees and Charges in Order to Incorporate the Cabana Rental Fees Associated with the Kingsport Aquatic Center**

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

Action Form No.: AF-99-2017  
 Work Session: May 1, 2017  
 First Reading: N/A

Final Adoption: May 2, 2017  
 Staff Work By: K. Matheney, C. McCart  
 Presentation By: Chris McCart

**Recommendation:**

Approve the Resolution.

**Executive Summary:**

The Kingsport Aquatic Center would like to amend the fees and fee structure regarding rentals in order to add cabana rentals for the outdoor waterpark. Four 12'x12' cabana structures were purchased and installed in the spring of 2017, with final work to be completed prior to the outdoor waterpark opening on May 13, 2017. The amendments to the current fee structure will allow for rental of the cabanas with varying options of full day and half-day rental times, as well as, weekday and weekend/holiday pricing. The proposed fees are as follows: Monday through Thursday: ½ day is \$40; full day is \$75; Friday through Sunday and holidays: ½ day is \$60; full day is \$100. The proposed fees were suggested and approved by the Aquatic Advisory Board during their March meeting. The presentation of these fees outside of the normal Fee Resolution schedule is necessary at this time in order to accommodate the waterpark operational season.

It is staff's recommendation that the City accept the fee amendments as proposed.

**Attachments:**

1. Resolution
2. Sample Photo

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

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

A RESOLUTION AMENDING RESOLUTION NO. 2016-202 TO PROVIDE FOR CHANGES IN THE CHARGES IN CHAPTER 66- PARKS AND RECREATION

WHEREAS, it is now deemed advisable to amend Resolution No. 2016-202 to set fees under Chapter 66 – Parks and Recreation; and

WHEREAS, various fees and charges provided for in the city’s Code of Ordinances must be set and amended by resolution of the board of mayor and aldermen.

Now therefore,

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

SECTION I. That Resolution No. 2016-202 is amended by adding the following to Chapter 66 – Parks and Recreation, as follows:

O. Kingsport Aquatic Center Events/Facilities

5. Rentals

(f) Cabana (Outdoor Waterpark Season)

(1) Full Day

(i) Monday-Thursday.....\$75.00

(ii) Friday-Sunday & Holidays.....\$100.00

(2) Half Day

(i) Monday-Thursday.....\$40.00

(ii) Friday-Sunday & Holidays .....\$60.00

SECTION II. That this resolution shall become effective May 3, 2017, and remain in force and effect until such time as it is revoked, further amended, or superseded.

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.

ADOPTED this 2<sup>nd</sup> day of May, 2017.

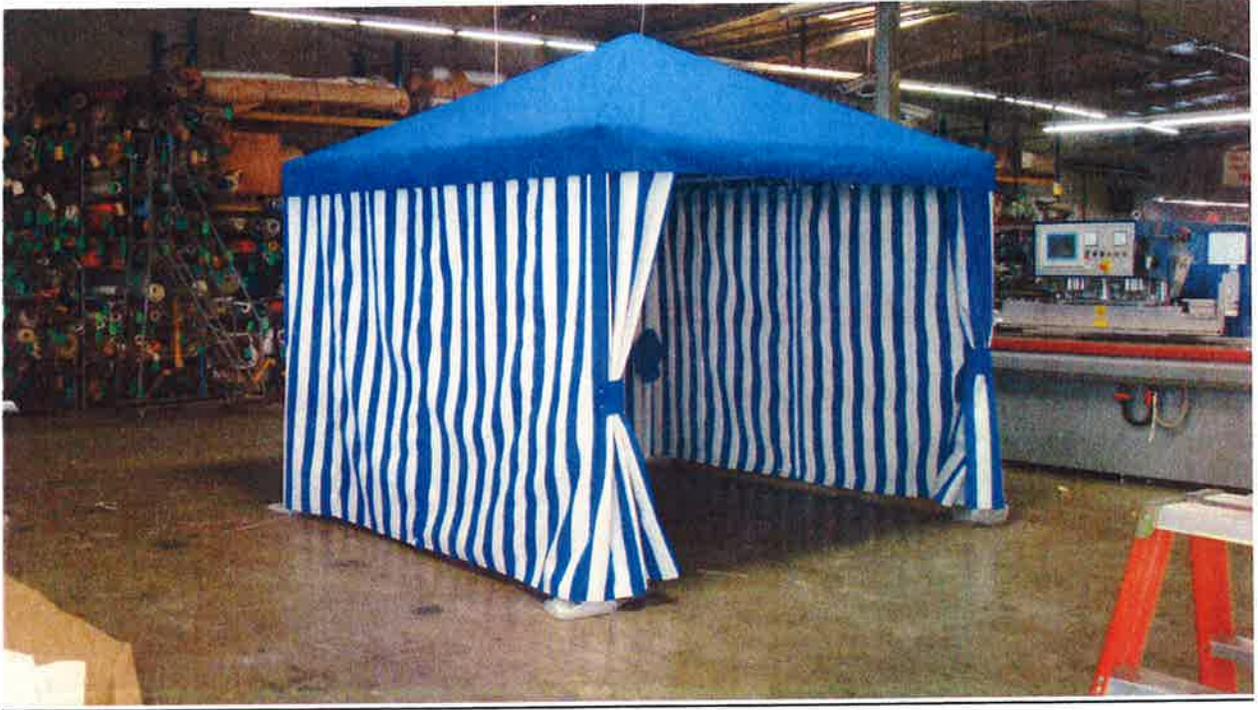
ATTEST:

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

\_\_\_\_\_  
ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

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





**AGENDA ACTION FORM**

**Approval of Additional Easement and Right-of-Way**

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

Action Form No.: AF-106-2017  
 Work Session: May 1, 2017  
 First Reading: N/A  
 Final Adoption: May 2, 2017  
 Staff Work By: R. Trent; H. Clabaugh  
 Presentation By: R. McReynolds

**Recommendation:**

Approve the offer.

**Executive Summary:**

In order to continue extending sanitary sewer services in the Colonial Heights area, the Public Works Department has requested additional right-of-way and easement across affected property for Phase 4 of the Colonial Heights Sanitary Sewer Extension Project. An appraisal has been prepared in accordance with the City of Kingsport's Real Property Acquisition Policies & Procedures and indicates the fair market values as per the below property owner.

This project will be funded under #SW1511.

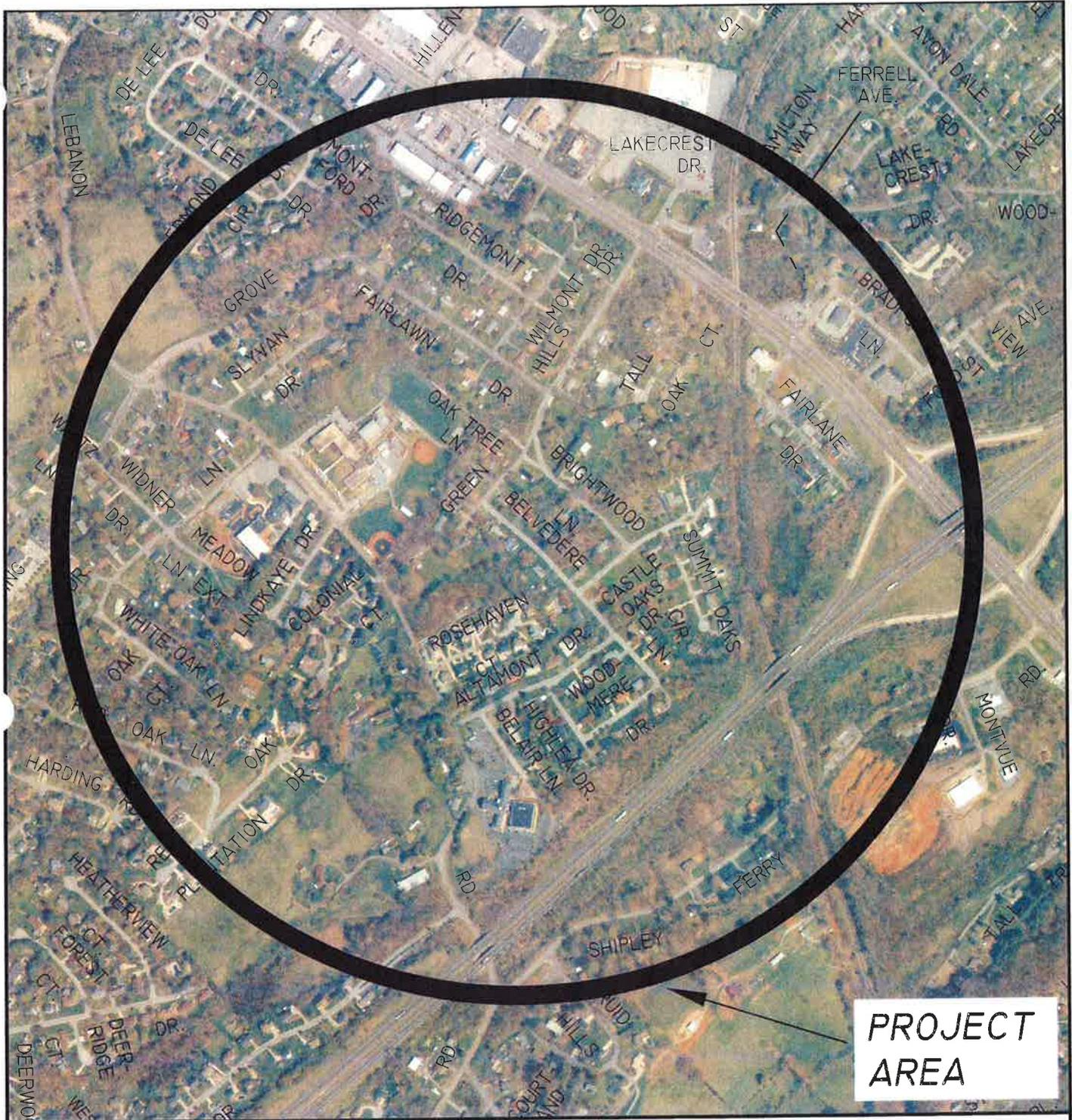
<u>Tax Map/Parcel</u>	<u>Property Owner</u>	<u>Easement Area</u>	<u>Appraised Value</u>
092-N; B-008.00	Patsy Bentley Brown 301 Summit Oak Circle Kingsport, TN 37663	Perm. 2,248 sq. ft. Temp. 1,498 sq. ft.	\$1,155.00 \$575.00

**Attachment:**

- 1. Project 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	—	—	—



PROPOSED SANITARY SEWER FACILITIES  
COLONIAL HEIGHTS PHASE IV

FIGURE I - LOCATION MAP





**AGENDA ACTION FORM**

**Approval of Easements and Rights-of-Way**

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

Action Form No.: AF-107-2017  
 Work Session: May 1, 2017  
 First Reading: N/A

Final Adoption: May 2, 2017  
 Staff Work By: R. Trent; H. Page  
 Presentation By: R. McReynolds

**Recommendation:**

Approve the offers.

**Executive Summary:**

In order to repair and correct existing sewer maintenance issues on Summit Drive and Ridgeway Drive, the Public Works Department has requested rights-of-way and easements across affected properties. Appraisals have been prepared in accordance with the City of Kingsport's Real Property Acquisition Policies & Procedures and indicate the fair market values as per the below property owners.

This project will be funded under #412-5004-501-90.01.

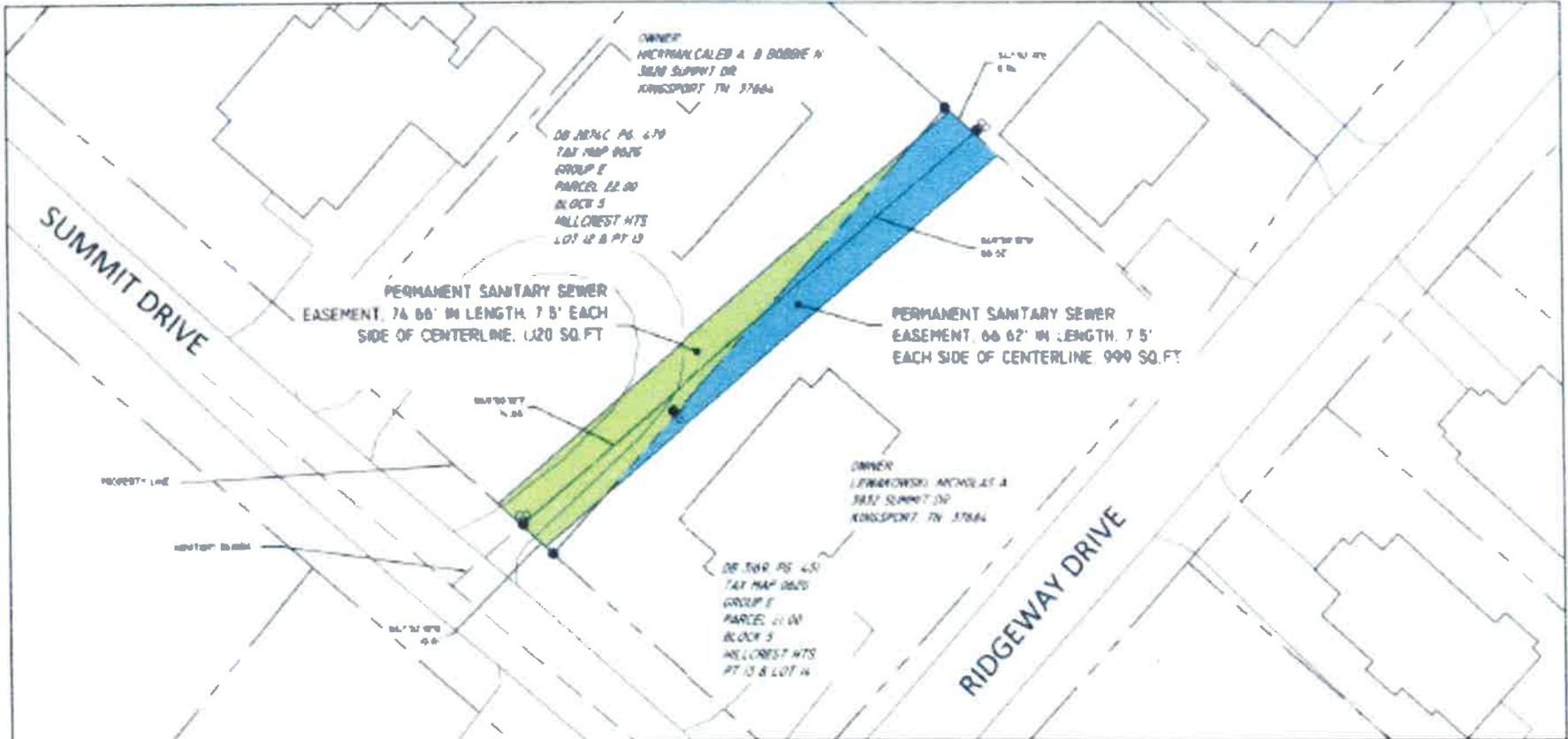
<u>Tax Map/Parcel</u>	<u>Property Owner</u>	<u>Easement Area</u>	<u>Appraised Value</u>
062-G; E-021.00	Nicholas Lewakowski 3832 Summit Drive Kingsport, TN 37664	Perm. 999 sq. ft.	\$540.00
062-G; E-022.00	Caleb & Bobbie Hickman 3828 Summit Drive Kingsport, TN 37664	Perm. 1,120 sq. ft.	\$605.00

**Attachment:**

- 1. Project 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	—	—	—



ALL DIMENSIONS IN FEET  
(KINGSPORT GEODETIC  
REFERENCE NETWORK)



**SANITARY SEWER EASEMENTS  
ACROSS**

**TAX MAP 062G, GROUP E, PARCELS 21.00 & 22.00**

LOCATED IN THE 8TH CIVIL DISTRICT OF BELLINGHAM CO., TN  
LAWRENCE H. EMERY, REGISTERED LAND SURVEYOR, TENNESSEE NO. 14,716

OFFICE OF THE CITY ENGINEER  
DATE 4-6-2017

N-2593

KINGSPORT TN  
SCALE 1"=50'

