



## **AGENDA**

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

**Monday, May 15, 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. Projects Status – Jeff Fleming
4. Review of Items on May 16, 2017 Business Meeting Agenda
5. Adjourn

**Next Work Session, June 5, 2017:** Farmers Market Summer Program and ONEKingsport Update FY18 Projects

***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	Testing of various equipment including drives, controls, generator load test and pumps expected to take place in the following couple weeks. Dewatering equipment has been removed from tunnel. Tunnel will be flooded this week.
\$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	3/21/2018	Tunneling under CSX at Industry Drive in progress.
\$6,600,000.00	Niki Ensor	Niki Ensor	Water & Wastewater Facilities SCADA/Telemetry Project		4/1/2019	Water & Wastewater Facilities SCADA/Telemetry Master Plan complete. Design agreement to be taken to BMA for approval 6/20/17.
\$4,000,000.00	Chris McCartt	Mason, David	New KATS Transit Center	GP1718	7/1/2018	Final design documents are anticipated 5/19/17 for review.
\$3,750,000.00	Niki Ensor	Niki Ensor	Chemical Feed Design	WA1403	4/1/2019	BMA approved Hazen & Sawyer Agreement. Kick off meeting set for 5/10/17.
\$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.
\$2,291,714.00	Chad Austin	Mike Hickman	Colonial Heights Ph V Sewer & Water	SW1512/W A1404	11/15/2017	Construction to start 5/15/17.
\$1,926,364.00	Chad Austin	Mike Hickman	Colonial Heights Ph IV Sewer & Water	SW1511	9/3/2017	Installing sewer in Tall Oaks area.
\$1,886,220.00	Chad Austin	Pamela Gilmer	System Wide Water Upgrades FY15 Phase 2	TBD	7/3/2017	Preparing to test Garland's Private Drive line. Working on additional easements for Melrose Lane.
\$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/W A1703/ST1 708	7/15/2017	Starting flooring installation on 2nd floor.
\$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	Final design plans expected week of 5/18/17
\$1,245,300.00	Chris McCartt	Mason, David	Centennial Park	GP1533	7/3/2017	Painting in pump house / restrooms. Fountain work continues. Sidewalks underway.
\$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	12/31/2017	Meetings with property owners continue as well as utility coordination.
\$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	Cleaning of lines is complete. Will return 5/22 to finish up grouting.
\$700,000.00		Clabaugh, Hank	2017 Contracted Paving - Colonial Heights Area		8/31/2017	Bids will be opened on May 24th.
\$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	Geostabilization International's work is substantially complete. Guardrail work is being scheduled.
\$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	The majority of the sewer work on Rock Springs Road is complete. Waterline work on Wendover Drive is ongoing.
\$541,072.00	Michael Thompson	Clabaugh, Hank	Enterprise Place Roadway Improvements	GP1611	6/30/2017	Work continues on the culvert. The retaining wall design is complete. Expect construction on the wall to begin by May 19th.
\$522,000.00	Kitty Frazier	Mason, David	Borden Park Improvements Phase 1	GP1510	6/30/2017	Trails underway.
\$415,000.00	Chad Austin	Chris Alley	SR 93- Fall Branch section (TDOT)		12/27/2019	Under design by BWSC; "B Date" package due 8/1/2017; TDOT Letting Date: 12/8/2017
\$400,000.00	Michael Thompson	Thompson, Michael	Signalization of the SR 126 (Memorial Blvd. at Island Road Intersection [State & MTPO Funded])	MPO15A	9/30/2019	FHWA has approved the MTPO TIP adjustment and TDOT has requested obligation of construction funds from FHWA. Expect NTP with Construction week of 5/15/17.
\$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.

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\$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 has been approved by the BOE and is in the signature process. Expect construction to begin late May.
\$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	Flooring Installed. Installing security gate.
\$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	Construction has began. Grading and removal of grass/topsoil is ongoing.
		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	Meeting with residents to discuss project and answer questions.
	Kitty Frazier	Clabaugh, Hank	Buffalo Grasslands Boardwalk/Greenbelt Connector		12/31/2017	The design has been approved. The Engineer is working with the City's Purchasing Division to finalize contract documents and bid dates.



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## **AGENDA**

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

#### **BUSINESS MEETING**

**Tuesday, May 16, 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  
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George DeCroes, Human Resources Director  
Heather Cook, Marketing and Public Relations Director

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

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

**Revised II.B. INVOCATION** – Reverend Cathy Johnston, St. Timothy's Episcopal Church Deacon

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

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

1. Charlie Glass, YMCA Exec. Director and CEO (Mayor Clark)
2. Keep Kingsport Beautiful Awards – Robin Cleary
3. Racks by the Tracks
4. Proclamation - Public Works Week (Mayor Clark)

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

Revised AF

1. Appointments to the Kingsport Public Library Commission (AF: 114-2017) (Mayor Clark)
  - Appointments
2. Reappointments to the Regional Planning Commission (AF: 124-2017) (Mayor Clark)
  - Reappointments
3. Appointment to the Emergency Communications District / E-911 Board (AF: 126-2017) (Mayor Clark)
  - Appointment

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

Corrected

1. Work Session – May 1, 2017
2. Business Meeting – May 2, 2017
3. Budget Work Session – May 9, 2017

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

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

1. Amend Zoning of Parcels 5, 6, 7, and 8, Tax Map 61D, Located Adjacent to the Intersection of East Center Street and E Street in the Highland Community (AF: 111-2017) (Ken Weems)
  - Public Hearing
  - Ordinance – First Reading
2. Public Hearing for Annexation Annual Plan of Services Report (AF: 110-2017) (Nathan Woods)
  - Public Hearing
3. Amend Zoning of 1912 Seaver Road, Located at the Intersection of Seaver Road and Princeton Road (AF: 115-2017) (Jessica Harmon)
  - Public Hearing
  - Ordinance – First Reading

#### **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. Approve Receiving a Grant from the Kingsport Community Foundation Centennial Park Project Fund of East Tennessee Foundation and Appropriate Funds (AF: 123-2017) (Chris McCartt)
  - Resolution
  - Ordinance – First Reading

2. Amend the FY 2017 Schools Federal Projects Fund Budget (AF: 121-2017) (David Frye)
  - Ordinance – First Reading
3. Amend the FY 2017 School Special Projects Fund Budget (AF: 122-2017) (David Frye)
  - Ordinance – First Reading
4. Amend the FY 2017 General Purpose School Fund and General Project Fund Budgets (AF: 120-2017) (David Frye)
  - Ordinance – First Reading

**C. BUSINESS MATTERS REQUIRING FINAL ADOPTION**

1. Budget Adjustment Ordinance for FY17 (AF: 91-2017) (Jeff Fleming)
  - Ordinance – **Second Reading and Final Adoption**

**D. OTHER BUSINESS**

1. Awarding the Proposal for Concession Food Service Distributor for the Kingsport Aquatic Center to H.T. Hackney Company and B.K.T., Inc. (AF: 117-2017) (Chris McCartt)
  - Resolution
2. Accept TDOT's Proposal Related to East Center Street to East of Cooks Valley Road Route: SR-126 (AF: 118-2017) (Ryan McReynolds)
  - Resolution
3. Purchase Furnishings for Water Services Operations Center Located at 1113 Konnarock Road (AF: 112-2017) (Ryan McReynolds)
  - Resolution
4. Enter into a Software Maintenance Agreement with Cartegraph Operations Management System (AF: 125-2017) (Ryan McReynolds)
  - Resolution
5. Approving a Change Order to Two (2) 22 Passenger Cutaway MiniBuses (AF: 116-2017) (Chris McCartt, Steve Hightower)
  - Resolution
6. Adopting a Public Records Policy (AF: 127-2017) (Mike Billingsley)
  - Resolution
7. Awarding the Bid for the Purchase of One (1) Cab/Chassis with Street Sweeper (AF: 97-2017) (Ryan McReynolds)
  - Resolution

8. Amend Personnel Policies and Procedures (AF: 119-2017) (George DeCroes)

- Revised Resolution**
- Resolution – Vacation
  - Resolution – Wage and Salary

**VII. CONSENT AGENDA**

1. Contract for Maintenance Activities Performed on Designated State Highways and for Mowing and Litter on John B. Dennis and I-26 (AF: 113-2017) (Ryan McReynolds)
  - Resolution
2. Approval of Easement and Right-of-Way (AF: 129-2017) (Ryan McReynolds)
  - Offer

**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**





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4. Amend the FY 2017 General Purpose School Fund and General Project Fund Budgets (AF: 120-2017) (David Frye)
  - Ordinance – First Reading

**C. BUSINESS MATTERS REQUIRING FINAL ADOPTION**

1. Budget Adjustment Ordinance for FY17 (AF: 91-2017) (Jeff Fleming)
  - Ordinance – **Second Reading and Final Adoption**

**D. OTHER BUSINESS**

1. Awarding the Proposal for Concession Food Service Distributor for the Kingsport Aquatic Center to H.T. Hackney Company and B.K.T., Inc. (AF: 117-2017) (Chris McCartt)
  - Resolution
2. Accept TDOT's Proposal Related to East Center Street to East of Cooks Valley Road Route: SR-126 (AF: 118-2017) (Ryan McReynolds)
  - Resolution
3. Purchase Furnishings for Water Services Operations Center Located at 1113 Konnarock Road (AF: 112-2017) (Ryan McReynolds)
  - Resolution
4. Enter into a Software Maintenance Agreement with Cartegraph Operations Management System (AF: 125-2017) (Ryan McReynolds)
  - Resolution
5. Approving a Change Order to Two (2) 22 Passenger Cutaway MiniBuses (AF: 116-2017) (Chris McCartt, Steve Hightower)
  - Resolution
6. Adopting a Public Records Policy (AF: 127-2017) (Mike Billingsley)
  - Resolution
7. Awarding the Bid for the Purchase of One (1) Cab/Chassis with Street Sweeper (AF: 97-2017) (Ryan McReynolds)
  - Resolution

8. Amend Personnel Policies and Procedures (AF: 119-2017) (George DeCroes)

- Revised Resolution**
- Resolution – Vacation
  - Resolution – Wage and Salary

**VII. CONSENT AGENDA**

1. Contract for Maintenance Activities Performed on Designated State Highways and for Mowing and Litter on John B. Dennis and I-26 (AF: 113-2017) (Ryan McReynolds)
  - Resolution
2. Approval of Easement and Right-of-Way (AF: 129-2017) (Ryan McReynolds)
  - Offer

**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, May 1, 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. **POLICE DEPARTMENT OVERVIEW.** Chief Quillin gave a presentation on this item, highlighting the progress that has been in the department over the years. Some discussion followed and the Chief answered questions from the board.
4. **PROJECTS STATUS.** City Manager Fleming gave an update on this item and answered questions from the board. Alderman George commented for the first time there was an item in red. Assistant City Manager for Administration Chris McCartt explained it was the project at Meadowview which is mostly completely, minus a few punch list items.
5. **REVIEW OF AGENDA ITEMS ON THE MAY 2, 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.A.1 **Public Hearing and Resolution for 2017 Annual Action Plan for Community Development** (AF: 108-2017) Development Services Director Lynn Tully provided information on this item, noting the dollar amounts appear to be held level from last year.
  - VI.D.3 **Bid Award for the Purchase of Two (2) Cargo Vans** (AF: 101-2017) Alderman Segelhorst commented he hated to send money out of the community simply because local businesses will not bid.
  - VI.D.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). Assistant City Manager McCartt gave details on this item, stating he thinks they will be popular. He noted they haven't been installed yet, but the concrete pads have been poured and they will be available the first of June.

**Minutes of the Regular Work Session of the Board of Mayor and Aldermen of  
Kingsport, Tennessee, Monday, May 1, 2017**

Assistant Fire Chief Boyd commented on the recent distribution of smoke detectors, noting there were 102 and volunteers and 323 smoke detectors distributed. Mayor Clark asked for report tomorrow night at the business meeting regarding the recent volunteer clean up day.

**6. ADJOURN.** Seeing no other matters presented for discussion at this work session, Mayor Clark adjourned the meeting at 5:45 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, May 2, 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:**
- II.B. INVOCATION:** Jack Edwards, Retired Minister of United Methodist Churches.
- III. ROLL CALL:** By City Recorder Demming. All Present.
- IV.A. RECOGNITIONS AND PRESENTATIONS.**
  - 1. Chamber Zone Recognition (Mayor Clark).
  - 2. CALEA Presentation/Recognition - Vince Dauro.
- IV.B. APPOINTMENTS/REAPPOINTMENTS.** None.
- V. APPROVAL OF MINUTES.**

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

- A. April 17, 2017 Regular Work Session
- B. April 18, 2017 Regular Business Meeting

Approved: All present voting "aye."

**VI. COMMUNITY INTEREST ITEMS.**

**A. PUBLIC HEARINGS.** None.

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

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



**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, May 2, 2017**

Motion/Second: McIntire/Segelhorst, to pass:

**Resolution No. 2017-196**, 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

Passed: All present voting "aye."

**PUBLIC COMMENT.** Mayor Clark invited citizens in attendance to speak about any of the remaining agenda items. Ms. Mary Edmonds voiced concerns on rezoned property across from property that was approved at the last meeting. Development Services Director Lynn Tully responded on these issues.

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

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

Motion/Second: McIntire/George, to pass:

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

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

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

1. **Amend the FY17 General Purpose School Fund and General Project Fund Budgets** (AF: 93-2017) (David Frye).

Motion/Second: Parham/Duncan, to pass:

**ORDINANCE NO. 6663**, 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 second reading in a roll call vote: Clark, Duncan, George, McIntire, Olterman, Parham and Segelhorst voting "aye."

2. **Amend MPO15D Project Fund** (AF: 84-2017) (Ryan McReynolds).

Motion/Second: George/Segelhorst, to pass:

**ORDINANCE NO. 6664**, AN ORDINANCE TO AMEND THE MPO PROJECT FUND BUDGET FOR THE YEAR ENDING JUNE 30, 2017; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, May 2, 2017**

**D. OTHER BUSINESS.**

**1. Procurement of Stream/Wetland Mitigation Credits**  
(AF: 85-2017) (Ryan McReynolds).

Motion/Second: McIntire/George, to pass:

**Resolution No. 2017-197**, A RESOLUTION APPROVING AN OPTION FOR THE PROCURMENT OF STREAMWETLAND MITIGATION CREDITS AND AUTHORIZING THE MAYOR TO EXECUTE THE OPTION AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

**2. Bid Award for the Purchase of One (1) Automated Recycling Truck** (AF: 98-2017) (Ryan McReynolds)

Motion/Second: Segelhorst/Duncan, to pass:

**Resolution No. 2017-198**, 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

Passed: All present voting "aye."

**3. Bid Award for the Purchase of Two (2) Cargo Vans**  
(AF: 101-2017) (Ryan McReynolds).

Motion/Second: Parham/Duncan, to pass:

**Resolution No. 2017-199**, A RESOLUTION AWARDING 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

Passed: All present voting "aye."

**4. Approve the Architectural Agreement with Perkins & Will for the Completion of the Dobyns-Bennett Science and Technology Building**  
(AF: 100-2017) (David Frye).

Motion/Second: Olterman/McIntire, to pass:

**Resolution No. 2017-200**, 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

Passed: All present voting "aye."

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, May 2, 2017**

**5. Bid Award for the Purchase of Three (3) 4X2 Extended Cab Pickup Trucks (AF: 102-2017) (Ryan McReynolds).**

Motion/Second: McIntire/Segelhorst, to pass:

**Resolution No. 2017-201**, 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

Passed: All present voting "aye."

**6. Bid Award for the Purchase of Four (4) 4X4 Extended Cab Pickup Trucks (AF: 103-2017) (Ryan McReynolds).**

Motion/Second: Parham/George, to pass:

**Resolution No. 2017-202**, 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

Passed: All present voting "aye."

**7. Bid Award for the Purchase of Two (2) Cutaway Cargo Vans to Ted Russell Ford (AF: 105-2017) (Steve Hightower).**

Motion/Second: Segelhorst/Parham, to pass:

**Resolution No. 2017-203**, 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

Passed: All present voting "aye."

**8. Bid Award for the Purchase of E-Rate Category Two Hardware to Personal Computer Systems, Inc. (AF: 104-2017) (Scott Pierce, David Frye).**

Motion/Second: Duncan/McIntire, to pass:

**Resolution No. 2017-204**, 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

Passed: All present voting "aye."

**9. Authorize the 2017 HOME Consortium Agreement (AF: 109-2017) (Lynn Tully).**

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, May 2, 2017**

Motion/Second: McIntire/Parham, to pass:

**Resolution No. 2017-205**, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN ALL DOCUMENTS NECESSARY TO PARTICIPATE AS A MEMBER GOVERNMENT OF THE NORTHEAST TENNESSEE/VIRGINIA HOME CONSORTIUM

Passed: All present voting "aye."

**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).**

Motion/Second: Segelhorst/Parham, to pass:

**Resolution No. 2017-206**, A RESOLUTION AMENDING RESOLUTION NO. 2016-202 TO PROVIDE FOR CHANGES IN THE CHARGES IN CHAPTER 66-PARKS AND RECREATION

Passed: All present voting "aye."

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

Motion/Second: McIntire/George, to adopt:

**1. Approval of Additional Easement and Right-of-Way (AF: 106-2017) (Ryan McReynolds).**

Approve:

APPROVE THE OFFER OF ADDITIONAL EASEMENT AND RIGHT-OF-WAY

Passed: All present voting "aye."

**2. Approval of Easements and Rights-of-Way (AF: 107-2017) (Ryan McReynolds).**

Approve:

APPROVE OFFERS OF EASEMENTS AND RIGHTS-OF-WAY

Passed: All present voting "aye."

**VIII. COMMUNICATIONS.**

- A. CITY MANAGER.** Mr. Fleming commented on three city employees, noting the professionalism at all levels of the organization. Angie Marshall received international certification as a Master Municipal Clerk. Rochelle Trent received an email from TDOT commending her efforts and work ethic. Lastly, Cliff Ferguson, helped a stranded out-of-town motorist on the interstate and stayed with her until assistance arrived. Mr. Fleming also announced the city budget meeting would be next Tuesday at 2:00 pm in the council room of city hall.

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, May 2, 2017**

**B. MAYOR AND BOARD MEMBERS.** Alderman Olterman congratulated Dobyns Bennett for being co-champions of the Big Seven. He also expressed his appreciation to the candidates and wished them luck. Alderman George stated the Funfest t-shirt order deadline for businesses was this week. She also invited everyone to the prayer breakfast at 7:30 am this Thursday at Glen Bruce Park pointing out early voting starts at 9:00 am. Vice-Mayor McIntire stated *Better Tennessee* magazine featured an article on "Long Live Kingsport," highlighting the Healthy Kingsport movement. He stated the Korean Children's Choir will be at First Broad Street Sunday night for a free concert. The Shepherd's Center is holding a fundraiser on Tuesday, May 9 featuring Fiddling Carson Peters. The Boys and Girls Club is having their fundraiser at Meadowview on May 13. Lastly, he mentioned an upcoming Centennial event "Faith of our Founders Flower Festival." Alderman Duncan stated Little Women is playing the next two weekends at the Kingsport Theatre Guild. He also congratulated Chief Quillin on the accreditation recognition. He stated his tie is signed by members of the Fire Department, recognizing first responders and relaying a story of a friend whose life was recently impacted. Lastly, he commented on the Clean Sweep event last month, noting although the weather wasn't great, there were 250 volunteers who picked up 31 tons of trash across the city. Alderman Segelhorst recognized the many students who were in attendance tonight. He commented on the great presentation given by Chief Quillin at the work session and encouraged civic groups to invite him to share it. He noted this Thursday was not only early voting but also Sip-n-Stroll downtown. He commended the Chamber Zone, pointing out he was grateful to have been their first guest because he was on the Funfest committee at the time. He also encouraged local business to participate in the bidding process. Lastly he reminded everyone the Aquatic Center opens up on May 13. Alderman Parham recognized Holston Army Ammunition plant for celebrating their 75<sup>th</sup> anniversary. He also commented on the quality and the number of people running for office, thanking all the candidates. Mayor Clark stated this was national small business week, recognizing the more than 4,000 small businesses in Kingsport and the services they provide. He encouraged everyone to get out, vote and participate in the process. Lastly he commented on the many events scheduled on the National Day of Prayer this Thursday.

**C. VISITORS.** None.

**IX. ADJOURN.** Seeing no other business for consideration at this meeting, Mayor Clark adjourned the meeting at 8:05 p.m.

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ANGELA MARSHALL  
Deputy City Recorder

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JOHN CLARK  
Mayor

Minutes of the Called Work Session of the  
Board of Mayor and Aldermen, City of Kingsport, Tennessee  
Tuesday, May 9, 2017, 2:00 PM  
Kingsport Higher Education Center

PRESENT: Board of Mayor and Aldermen

Mayor John Clark (via phone)

Vice Mayor Mike McIntire, Presiding

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:** 2:00 p.m. by Vice Mayor McIntire.
2. **ROLL CALL:** By Deputy City Recorder Marshall.
3. **BUDGET.** City Manager Fleming presented general budget recommendations, pointing out that it was balanced without any increases to tax rates, user fees, or utility rates. He provided an overall view of the general fund, including details on the timeline, process, and trend information. Lastly, Assistant City Manager for Operations Ryan McReynolds also presented the utilities budget. There was some discussion, however, the board agreed that all questions had been answered. The second budget work session, scheduled for Thursday was deemed not necessary and cancelled.
4. **ADJOURN.** Seeing no other matters presented for discussion at this work session, Vice Mayor McIntire adjourned the meeting at 3:40 p.m.

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ANGELA MARSHALL  
Deputy City Recorder

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MIKE MCINTIRE  
Vice Mayor



## AGENDA ACTION FORM

### Appointments to the Kingsport Public Library Commission

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

Action Form No.: AF-114-2017  
 Work Session: May 15, 2017  
 First Reading: N/A

Final Adoption: May 16, 2017  
 Staff Work By: Helen Whittaker  
 Presentation By: Mayor Clark

### Recommendation:

Approve appointments.

### Executive Summary:

It is requested that the Board of Mayor and Aldermen approve the appointments of Paris Bishop, Keith Hickey and Lane Dukart to the Kingsport Public Library Commission. These appointments are three-year terms effective immediately and set to expire May 31, 2020. The appointees will replace John Demuth, Reggie Martin and Calvin Clifton whose terms have expired and are rotating off.

### Attachments:

1. Bio – Paris Bishop
3. Bio – Keith Hickey
4. Bio – Lane Dukart

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



## Paris Bishop

**Business Development Manager**

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Paris Bishop moved to Kingsport from Nashville Tennessee in 2013 after becoming engaged to her now husband Cole Bishop to be closer to family. She studied Global Studies and Communications at the University of Tennessee in Knoxville and proceeded to work in the Staffing and Human Resources industries for the last 7 years. Wanting to be closer to family and start one of her own made moving to Kingsport a natural fit as this is a great place to raise a family.

Paris is currently a member of Kingsport Leadership, Emerge for Professional Woman, SHRM Tri- Cities HR professionals group, Peak for young professionals and she just joined the Kingsport Chamber Ambassador board. Becoming involved in our local community is important to her and joining the Kingsport Library Commission is a perfect fit. In her free time, Paris loves to read, take her newborn son Everett to the park and spend time with family and friends.

**Keith Hickey**

VP – Commercial Lending Officer  
First Community Bank of East Tennessee  
444 East Center Street  
Kingsport, TN 37662

Keith joined First Community Bank (FCB) of East Tennessee as Vice President and Commercial Lender. With more than 22 years of banking experience, he was previously employed as VP and Commercial Lender at First Tennessee Bank in East Tennessee.

Rick is a graduate of Tusculum College with a degree in organizational management and finance; graduate of Walters State Community College with a degree in General Business and summer intern study abroad program in Europe International Business; graduate of the Tennessee Bankers Association Southeastern Schools of Management, Banking, Consumer Lending, Commercial Lending, and Advanced Commercial Lending; graduate of First Tennessee School of Commercial Lending and SunTrust University. He is currently enrolled in Stonier Graduate School of Banking at the University of Pennsylvania and Wharton School of Business (Year 1).

Rick is an active member of the local Kingsport Chamber of Commerce also served as a volunteer for the United Way and American Cancer Society's Relay for Life in Knox, Sevier and Grainger Counties. He is the father of Rachel Hickey, a high school senior.

Rick has served on the following boards and organizations over the years:

1. Boys and Girls Club – Knoxville and Sevierville (5 Years)
2. American Cancer Society (8 Years) – Relay for Life
3. United Way Knoxville (8 Years)
4. Alzheimer's Association Knoxville (4 years)
5. Youth Group Leader at Church (8 Years)
6. Chamber of Commerce (10 Years Knoxville, Sevierville, Kingsport)
7. Rotary International (2 Years Knoxville)
8. Pigeon Forge Hospitality Association (4 Years Sevierville)
9. First Tennessee Compliance Training Advisory Board (Board Member)
10. Tusculum College Presidential Advisory Board (Board Member 4 Years and active)
11. East Tennessee Technology Access Center (Board Member 3 Years)
12. 2016 – 2017 Leadership Kingsport Class
13. United Way of Kingsport – Financial Advisory Board
14. Hope Haven Ministries Kingsport – Board Member

## **Lane Dukart**

Global Product & Pricing Manager  
Polymers & Resins Intermediates Business Unit  
Chemical Intermediates Business Organization  
Eastman Chemical Company

Lane was born and raised in Kingsport, graduated from Dobyys-Bennett High School in 2008 and the University of Tennessee in 2012 with a degree in Statistics/Business Analytics. He married his high school sweetheart, Whitley, who graduated from ETSU in 2012 with a degree in K-6 Education. They have twin two-year old daughters, Vivian and Jolene, who also have twin aunts (my sisters), Ashley and Anna.

Lane has worked at Eastman Chemical Company for about five years, starting out in the Logistics and International Trade Department, now more on the business end as a Global Product & Pricing Manager. In his spare time, other than when trying to corral our little ones, I am a huge sports fan and love to read.



## AGENDA ACTION FORM

### Reappointments to the Regional Planning Commission

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

Action Form No.: AF-124-2017  
 Work Session: May 15, 2017  
 First Reading: N/A

Final Adoption: May 16, 2017  
 Staff Work By: Ken Weems  
 Presentation By: Mayor Clark

### Recommendation:

Approve reappointments.

### Executive Summary:

It is recommended that the Board of Mayor and Aldermen approve the reappointments of Pat Breeding, Sam Booher, Sharon Duncan and Beverley Perdue to the Regional Planning Commission for a four-year term. This will be a second term for each that will take effect immediately and will expire June 30, 2021.

### Attachments:

None

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



## AGENDA ACTION FORM

### Appointment to the Emergency Communications District / E-911 Board

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

Action Form No.: AF-126-2017  
 Work Session: May 15, 2017  
 First Reading: N/A

Final Adoption: May 16, 2017  
 Staff Work By: Board of Directors  
 Presentation By: Mayor Clark

#### **Recommendation:**

Approve appointment.

#### **Executive Summary:**

It is recommended by the Emergency Communications District that the Board of Mayor and Aldermen approve the appointment of Dr. Patrick H. (Mickey) Spivey, III, to serve the remainder of outgoing Director Hunter W. Wright, who announced his resignation at their April meeting. Dr. Spivey's term will take effect immediately and will expire December 31, 2019.

Dr. Spivey has served the citizens of Kingsport and the public at large, not only in his capacity as an emergency physician with Emergency Care Physicians, Inc., but also as Medical Director for emergency medical services with the Kingsport Lifesaving Crew and the Emergency Communications District of the City of Kingsport. He was one of the first twenty-four graduates of the James H. Quillen College of Medicine in May, 1983, he is certified by the American Board of Emergency Medicine and a Fellow of the American College of Emergency Physicians. He has worked tirelessly to assist the District in reviewing its medical response protocols and would bring a valuable skill set to the Board of Directors of the District.

#### **Attachments:**

None

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



## AGENDA ACTION FORM

### **Amend Zoning of Parcels 5, 6, 7, and 8, Tax Map 61D, Located Adjacent to the Intersection of East Center Street and E Street in the Highland Community**

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

Action Form No.: AF-111-2017  
 Work Session: May 15, 2017  
 First Reading: May 16, 2017

Final Adoption: June 6, 2017  
 Staff Work By: Ken Weems  
 Presentation By: Ken Weems

#### **Recommendation:**

- Hold public hearing
- Approve ordinance amending the zoning ordinance to rezone parcels 5, 6, 7, and 8 from B-3, Highway Oriented Business District to R-3, Low Density Apartment District.

#### **Executive Summary:**

This is an owner-requested rezoning of approximately .832 acres located adjacent to the intersection of East Center Street and E Street from B-3 to R-3. The purpose of the rezoning request is to accommodate construction of a total of 12 new townhome units. As of May 2, 2017, the Planning Department only received positive public comment about the rezoning proposal. During their April 2017 regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation for the rezoning to the Board of Mayor and Aldermen. The Notice of Public Hearing was published on May 1, 2016.

#### **Attachments:**

1. Notice of Public Hearing
2. Zoning Ordinance
3. Staff Report

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

## NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN to all citizens of the City of Kingsport, Tennessee, to all persons interested, and the public at large that the City of Kingsport Board of Mayor and Aldermen will conduct a Public Hearing during its regular business meeting on May 16, 2017 to consider the rezoning for parcels 5,6,7, and 8 along East Center Street and E Street from B-3 District to R-3 District. The regular business meeting will begin at 7:00 p.m. in the large courtroom located on the second floor of City Hall, at 225 W. Center Street, Kingsport, Tennessee.

The property proposed for rezoning is generally described as follows:

*BEGINNING at a point, said point being the northeast corner of parcel 8, Tax Map 61D; thence in a southwesterly direction following the western right-of-way of E Street, approximately 152.5 feet to a point, said point lying in the middle of an unnamed alley; thence in a northwesterly direction, following the center of the unnamed alley, approximately 250 feet to a point, said point lying in the center of the unnamed alley; thence in a northeasterly direction, approximately 152.5 feet to a point, said point being the northern corner of parcel 5 in common with the southern right-of-way of East Center Street; thence in a southeasterly direction, following the southern right-of-way of East Center Street, approximately 250 feet to the point of BEGINNING, and being all of parcels 5, 6, 7, and 8, Tax Map 61D, as well as a portion of an unnamed alley, approximately 250 feet in length, as shown on the December 2016 Sullivan County Tax Maps.*

All interested persons are invited to attend this meeting and public hearing. A detailed map and description is on file in the offices of the City Manager, Kingsport Library, and Planning Manager for inspection. Additional information concerning this proposal may be obtained by contacting the Kingsport Planning Division of the Development Services Department, telephone 423-229-9485.

CITY OF KINGSPORT  
Angie Marshall, Deputy City Clerk  
PIT: 5/1/17



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

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY ADJACENT TO E STREET FROM B-3, HIGHWAY ORIENTED BUSINESS DISTRICT TO R-3, LOW DENSITY APARTMENT DISTRICT IN THE 11<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

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

SECTION I. That the zoning code, text, and map, be and the same is hereby further amended to rezone property adjacent to E Street from B-3, Highway Oriented Business District to R-3, Low Density Apartment District in the 11<sup>th</sup> Civil District of Sullivan County; said area to be rezoned being further and more particularly described as follows:

BEGINNING at a point, said point being the northeast corner of parcel 8, Tax Map 61D; thence in a southwesterly direction following the western right-of-way of E Street, approximately 152.5 feet to a point, said point lying in the middle of an unnamed alley; thence in a northwesterly direction, following the center of the unnamed alley, approximately 250 feet to a point, said point lying in the center of the unnamed alley; thence in a northeasterly direction, approximately 152.5 feet to a point, said point being the northern corner of parcel 5 in common with the southern right-of-way of East Center Street; thence in a southeasterly direction, following the southern right-of-way of East Center Street, approximately 250 feet to the point of BEGINNING, and being all of parcels 5, 6, 7, and 8, Tax Map 61D, as well as a portion of an unnamed alley, approximately 250 feet in length, as shown on the December 2016 Sullivan County Tax Maps.

SECTION II. Any person violating any provisions of this ordinance shall be guilty of an offense and upon conviction shall pay a penalty of FIFTY DOLLARS (\$50.00) for each offense. Each occurrence shall constitute a separate offense.

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

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

ATTEST:

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

APPROVED AS TO FORM:

---

J. MICHAEL BILLINGSLEY  
City Attorney

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

**Rezoning Report**

**Kingsport Regional Planning Commission**

**File Number 17-101-00002**

**E Street Rezoning**

<b>Property Information</b>			
<b>Address</b>	n/a		
<b>Tax Map, Group, Parcel</b>	Map 61D, Group N, Parcel 5-8		
<b>Civil District</b>	11		
<b>Overlay District</b>	n/a		
<b>Land Use Designation</b>	Retail		
<b>Acres</b>	.832 acres +/-		
<b>Existing Use</b>	Vacant property	<b>Existing Zoning</b>	B-3
<b>Proposed Use</b>	Total of 12 two bedroom townhomes	<b>Proposed Zoning</b>	R-3
<b>Owner /Applicant Information</b>			
<b>Name:</b> Eastern Eight CDC <b>Address:</b> 214 East Watauga Ave <b>City:</b> Johnson City <b>State:</b> TN <b>Zip Code:</b> 37601 <b>Phone:</b> (423) 232-2042		<b>Intent:</b> <i>To rezone from B-3 (Highway Oriented Business District) to R-3 (Low Density Apartment District) to accommodate a total of 12 two bedroom townhomes.</i>	
<b>Planning Department Recommendation</b>			
<p>The Kingsport Planning Division recommends sending a <b>POSITIVE</b> recommendation to the Kingsport Board of Mayor and Aldermen for the following reasons:</p> <ul style="list-style-type: none"> <li>• The proposed R-3 zone (Low Density Apartment District) will serve as an appropriate buffer between the single family home use to the south and commercial zoning and uses along East Center Street.</li> <li>• The construction of new townhomes in this part of the Highland Community will complement the existing residential use along East Center Street and the mixed use nature of the area.</li> </ul> <p><b>Staff Field Notes and General Comments:</b></p> <ul style="list-style-type: none"> <li>• The rezoning site was recently cleared of dilapidated structures to make way for new development.</li> <li>• As of April 10, 2017, the Planning Department has not received any public comment about the rezoning.</li> <li>• This rezoning is scheduled for the May 16, 2017 BMA meeting for 1<sup>st</sup> reading and public hearing.</li> </ul>			
<b>Planner:</b>	Ken Weems	<b>Date:</b>	April 10, 2017
<b>Planning Commission Action</b>		<b>Meeting Date:</b>	April 20, 2017
<b>Approval:</b>			
<b>Denial:</b>		<b>Reason for Denial:</b>	
<b>Deferred:</b>		<b>Reason for Deferral:</b>	

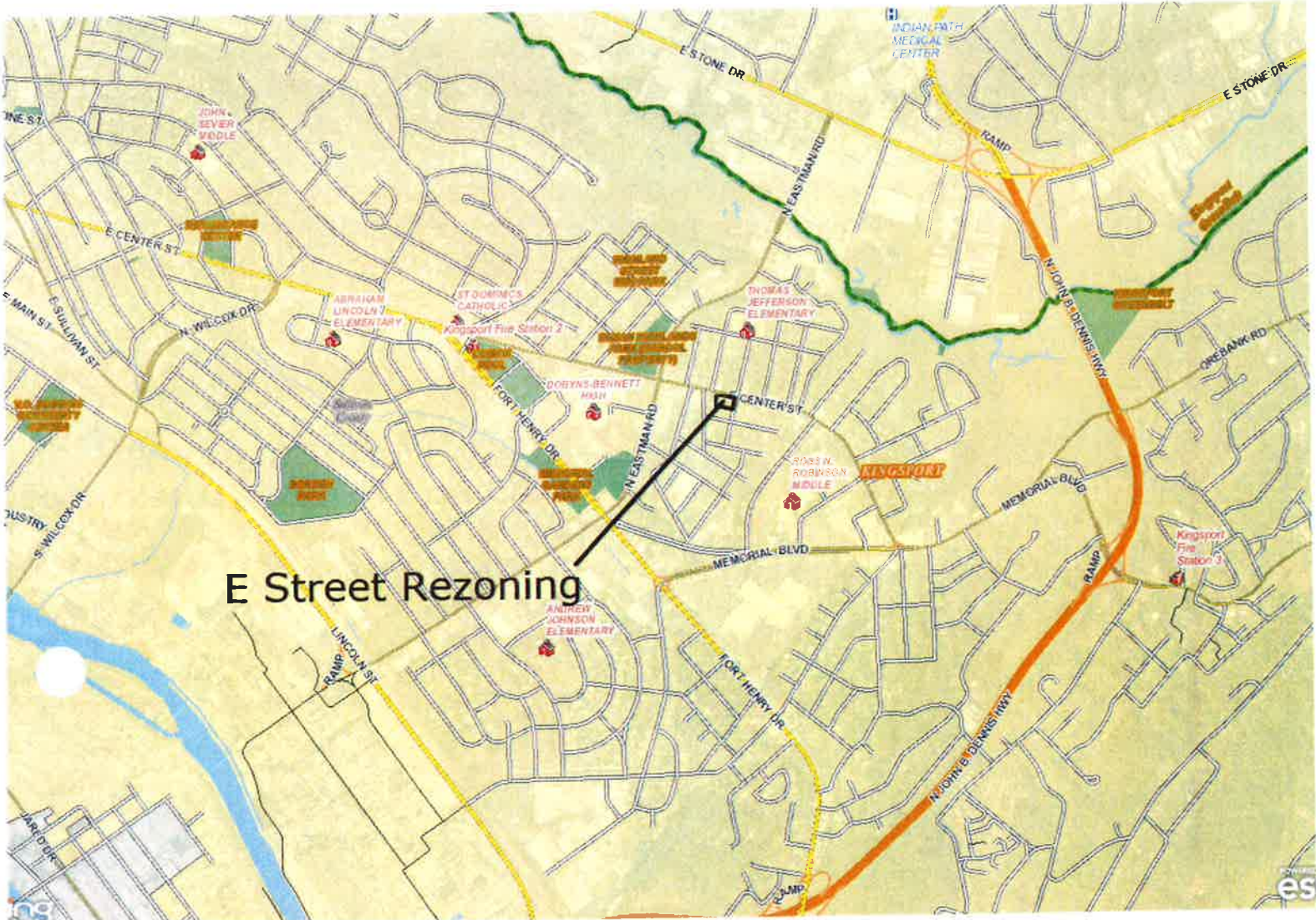
**PROPERTY INFORMATION**

<b>ADDRESS</b>	n/a
<b>DISTRICT</b>	11
<b>OVERLAY DISTRICT</b>	n/a
<b>EXISTING ZONING</b>	B-3 (Highway Oriented Business District)
<b>PROPOSED ZONING</b>	R-3 (Low Density Apartment District)
<b>ACRES</b>	.832 +/-
<b>EXISTING USE</b>	vacant
<b>PROPOSED USE</b>	Total of 12 two bedroom townhomes

**PETITIONER****ADDRESS** 214 East Watauga Ave, Johnson City, TN 37601**INTENT**

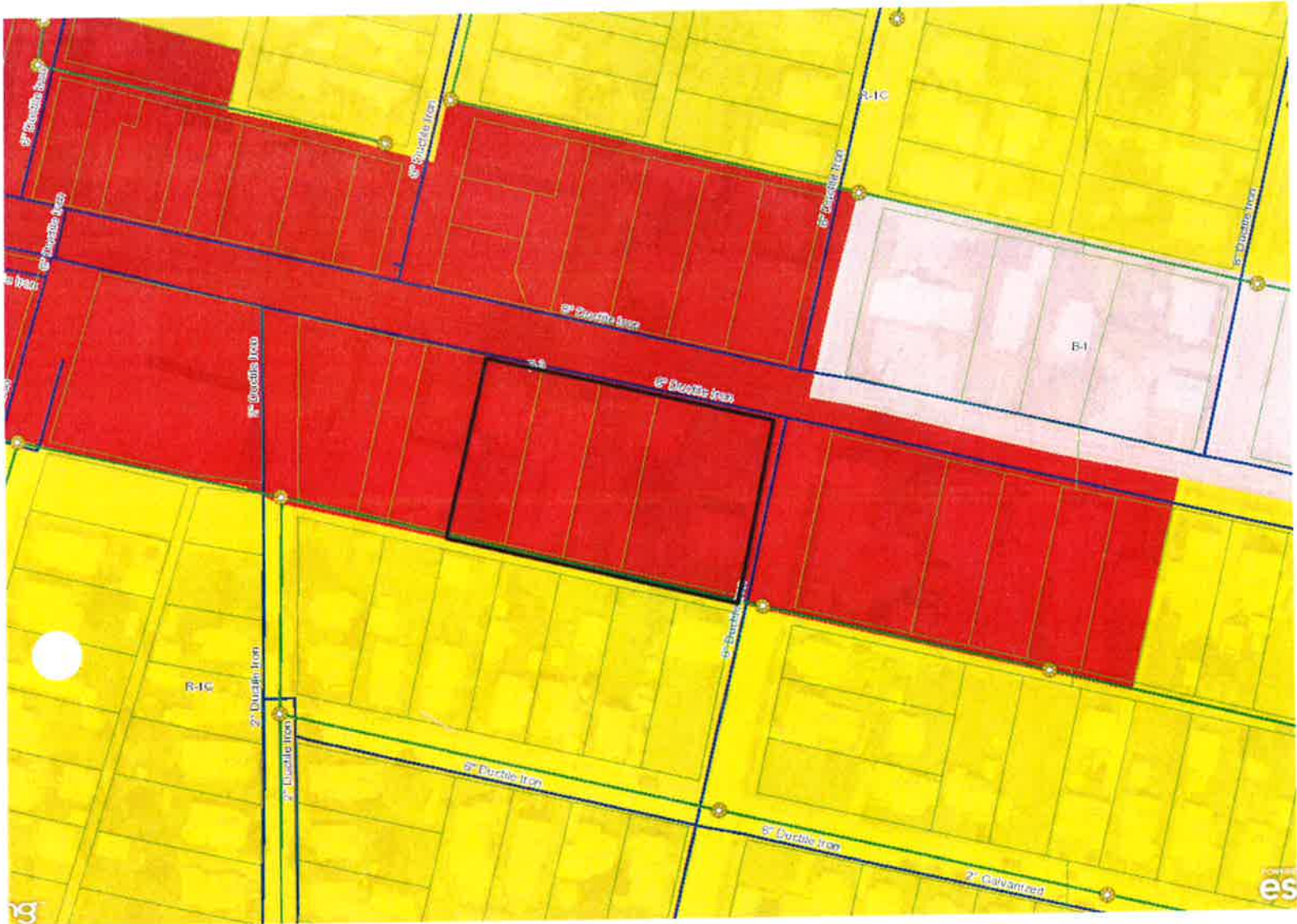
*To rezone from B-3 (Highway Oriented Business District) to R-3 (Low Density Apartment District) to accommodate a total of 12 two bedroom townhomes.*

Vicinity Map



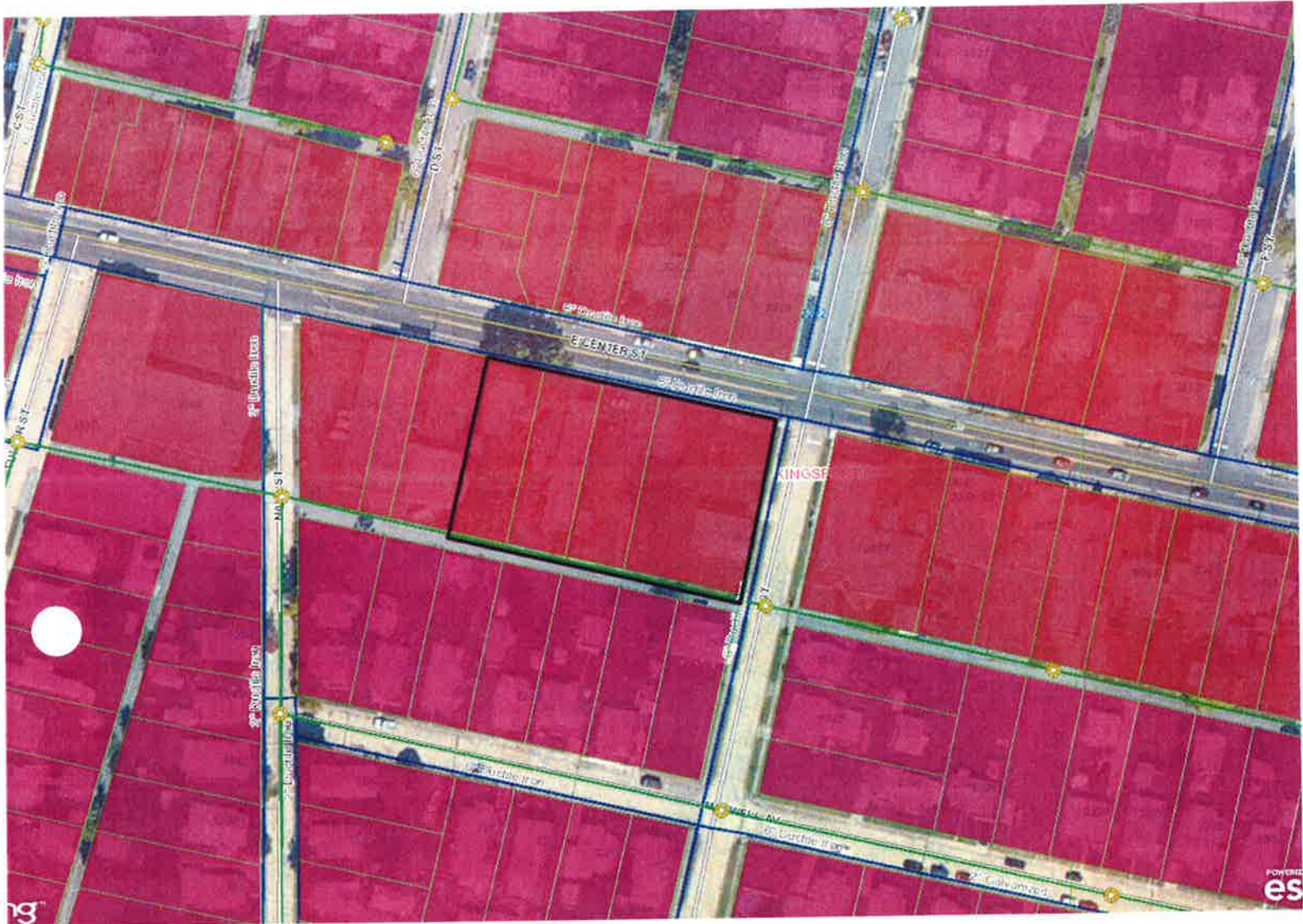


Surrounding Zoning Map





**Future Land Use Plan 2030  
Designation: Retail**





Aerial





**Northeast View (towards intersection of E and East Center Streets)**



**West View (towards downtown)**



**South View**



**East View (towards Memorial Blvd)**



**Existing Zoning/ Land Use Table**

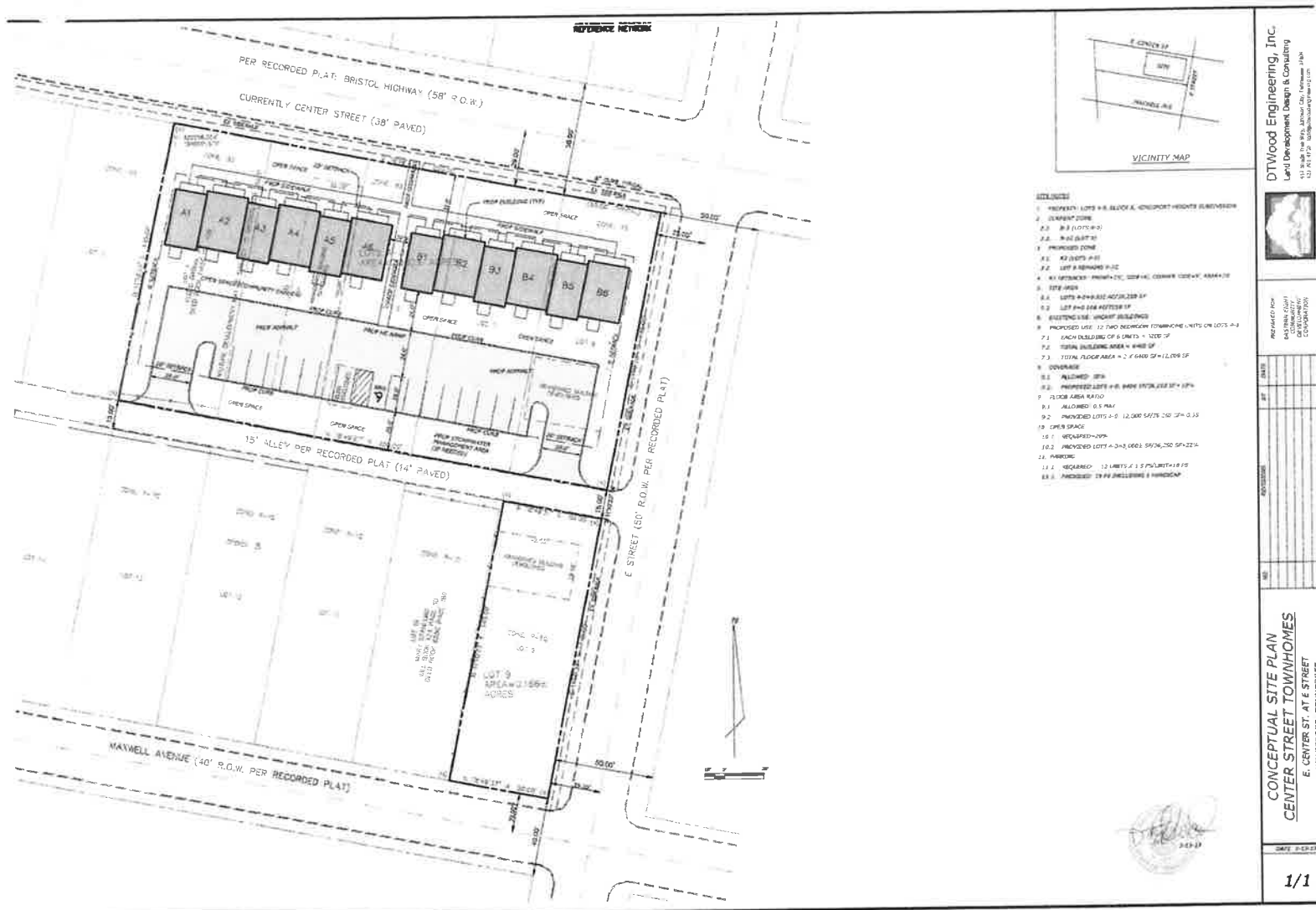
<b>Location</b>	<b>Parcel / Zoning Petition</b>	<b>Zoning / Use</b>	<b>History Zoning Action Variance Action</b>
North, East, Northwest	<b>1</b>	<u>Zone: City B-3</u> Use: Single Family & Commercial	n/a
Further North and Northwest	<b>2</b>	<u>Zone: City B-3</u> Use: Single Family	n/a
East	<b>3</b>	<u>Zone: City B-3</u> Use: Single Family	n/a
Further East	<b>4</b>	<u>Zone: City B-1</u> Use: Commercial	n/a
Southeast and South	<b>5</b>	<u>Zone: City R-1C</u> Use: Single Family	n/a
Further South	<b>6</b>	<u>Zone: City R-1C</u> Use: Single Family	n/a
West	<b>7</b>	<u>Zone: City B-3</u> Use: Commercial	n/a



EXISTING USES LOCATION MAP



**Site Plan**



Based on the applicant's site plan submitted to the Planning Department on March 15, 2016, Staff offers the following considerations:

**DEVELOPMENT STANDARDS : R-3**

**District minimum requirements:**

- Lot area 6,000 sq ft
- Lot frontage 50 ft
- Front yard 25 ft
- Side yard 6 ft

- Rear yard 20 ft
- Usable open space 20%
- Parking: 18 spaces required (1.5 spaces per unit); 19 provided

The proposal conforms to the R-3 (Low Density Apartment District) zoning standards

### Property Features

The rezoning site has been completely cleared as of early April, 2017. Formerly, a dilapidated building stood on the west side of the rezoning site (fronting E Street).

### Standards of Review

Planning Staff shall, with respect to each zoning application, investigate and make a recommendation with respect to factors 1 through 10, below, as well as any other factors it may find relevant.

1. **Whether or not the proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property?** The proposal will permit uses that are suitable for this area of the Highland Community. The mixed use nature of the area will allow the new townhomes to be a pleasant site and serve as a good transition between the mix of uses along East Center Street and the existing single family use to the south.
2. **Whether or not the proposal will adversely affect the existing use or usability of adjacent or nearby property?** The adjacent and nearby property will not be adversely affected by the proposal. The proposal is a major upgrade from the former condition of the property.
3. **Whether the property to be affected by the proposal has a reasonable economic use as currently zoned?** The property to be affected by the proposal has a reasonable economic use as currently zoned. The same reasonable economic use is acknowledged for the proposed R-3 zone as well.
4. **Whether the proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools?** The proposal of will not cause an excessive or burdensome use of existing streets, trans facilities, utilities or schools. East Center Street, a minor arterial as classified in the Major Streets and Road Plan, is adequate to serve the proposal.
5. **Whether the proposal is in conformity with the policies and intent of the land use plan?** The land use plan addresses the rezoning site as appropriate for retail use. It is

staff's opinion that the property's highest and best use can also be captured the townhome proposal too.

**Proposed use:** 12 two bedroom townhomes

**The Future Land Use Plan Map recommends Retail**

6. **Whether there are other existing or changed conditions affecting the use and development of the property which gives supporting grounds for either approval or disapproval of the proposal?** The existing conditions of the property present a blank slate for new development. The townhome proposal will be a welcome change to the Highland Community.
7. **Whether the zoning proposal will permit a use which can be considered environmentally adverse to the natural resources, environment and citizens of the City of Kingsport?** There are no adverse uses proposed.
8. **Whether the change will create an isolated district unrelated to similar districts:** The proposed rezoning will create an isolated district. The R-3 district and proposed use will be compatible with the existing zones and uses.
9. **Whether the present district boundaries are illogically drawn in relation to existing conditions?** The present district boundaries are logically drawn in relation to the existing B-3 zone and uses.
10. **Whether the change will constitute a grant of special privilege to an individual as contrasted to the general welfare?** The change will not constitute a special privilege to an individual as contrasted to the general welfare. This downzoning proposal, with townhome plans, is also permitted in adjacent B-1 zoned properties.

### CONCLUSION

Staff recommends sending a POSITIVE recommendation to rezone from B-3 to R-3. It is staff's opinion that the property is that this downzoning proposal will appropriately serve the Highland Community in an area where the new housing is needed and appropriate to adjacent land uses.





## AGENDA ACTION FORM

### Public Hearing for Annexation Annual Plan of Services Report

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

Action Form No.: AF-110-2017  
 Work Session: May 15, 2017  
 First Reading: N/A

Final Adoption: May 16, 2017  
 Staff Work By: N. Woods  
 Presentation By: N. Woods

### Recommendation:

Conduct a Public Hearing and receive comment concerning the Six Month Plan of Services Report for unfulfilled Annexation commitments for May 2017.

4308 Grey Fox Drive – Resolution No. 2017-034 – Six Month Update

### Executive Summary:

Tennessee Code Annotated 6-51-108 states in part "...upon expiration of six (6) months from the date any annexed territory for which a Plan of Service has been adopted becomes a part of the annexing of the municipality, and annually thereafter until such services have been extended according to such plan, there shall be prepared and published in the newspaper of general circulation in the municipality a report of the progress made in the preceding year... the governing body by municipality shall publish notice of the public hearing on such progress reports and changes, and hold such hearings thereon..." As a result of this statute, and the need to conduct annual public hearings concerning unfulfilled Plan of Service commitments, it is required that the Board of Mayor and Aldermen conduct a public hearing to receive comments concerning the Annual Plan of Service Reports. The Notice of Public Hearing was published April 2, 2017.

### Attachments:

1. Annual Plan of Services Report
2. Notice of Public Hearing
3. Map
4. Plan of Services Spreadsheet

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



**MAY 2017 ANNUAL PLAN OF SERVICE REPORT  
FOR RESOLUTION NUMBER: 2017-034**

<b><u>Annexation Area</u></b>	<b><u>Effective Date</u></b>	<b><u>POS Deadline</u></b>	<b><u>Est. Completion</u></b>	<b><u>Status</u></b>
4308 Grey Fox Drive Resolution No. 2017-034	11/05/2016	Water Service Sewer Service Street Lighting	11/05/2021	Completed In Design Completed

## **NOTICE OF PUBLIC HEARING**

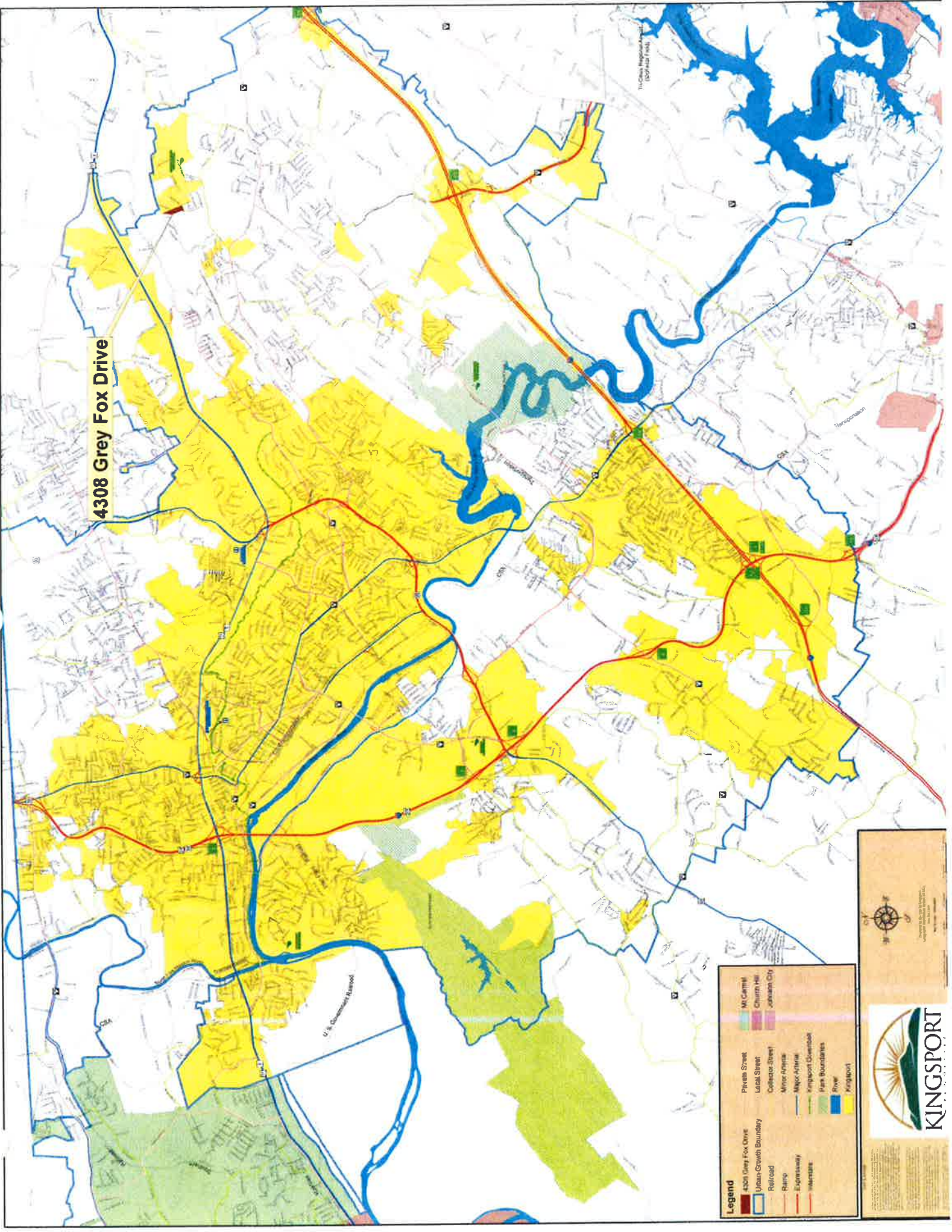
The Kingsport Board of Mayor and Aldermen will conduct a public hearing concerning the ANNUAL PLAN OF SERVICE (POS) REPORT— MAY, on the following annexation areas at its MAY 16, 2017 regular business meeting at 7:00 P.M. in the courtroom of the City Hall Building, 225 W. Center Street, Kingsport Tennessee.

Annexation Area: 4308 Grey Fox Drive, Resolution No. 2017-034

Effective Date: 11/05/2016

POS, deadline: 6 month update. Water, Sewer & Lighting, 11/05//2021

City of Kingsport  
Angie Marshall, City Clerk.  
P1T: 05/04/2017



4308 Grey Fox Drive

**Legend**

4308 Grey Fox Drive	Private Street	McCallie
Urban Growth Boundary	Local Street	Cherry Hill
Railroad	Collector Street	Johnson City
Highway	Minor Arterial	
Expressway	Major Arterial	
Interstate	Kingsport Overpass	
	High Boundaries	
	Power	
	Kingsport	

**KINGSPORT**

Official City Map of Kingsport, Tennessee  
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2017 ANNEXATION PLAN OF SERVICES ANNUAL UPDATE FOR MAY 2017

Pursuant to TCA 6-51-108, the City of Kingsport Tennessee is presenting the following report of progress on adopted Plans of Services.

\*All items in yellow are up for their annual update\*

ANNEXATION PROJECT and LOCATION	ORD/RES No.	EFFECTIVE DATE	WATER SERVICE	SEWER SERVICE	STREET LIGHTING
<b>2008 Annexations</b>					
08-301-00018 Cherry Knoll Annexation	5784	Dec 4, 2008	POS Amended 12/4/16 provided when dev. occurs	POS Amended 12/4/16 provided when dev. occurs	POS Amended 12/4/16 provided when dev. occurs
<b>2011 Annexation</b>					
11-301-00017 Colonial Heights Area 6 Part A	6147	December 16, 2011	December 16, 2016 Under Construction	December 16, 2016 Under Construction	Completed
11-301-00014 Colonial Heights Area 6 Part B	6149	December 16, 2011	December 16, 2016 Under Construction	December 16, 2016 Under Construction	Completed
11-301-00015 Colonial Heights Area 6 Part C	6151	December 16, 2011	December 16, 2016 Under Construction	December 16, 2016 Under Construction	Completed
11-301-00016 Colonial Heights Area 6 Part D	6153	December 16, 2011	December 16, 2016 Under Construction	December 16, 2016 Under Construction	Completed
<b>2012 Annexations</b>					
11-301-00005 Kendrick Creek Part B	6166	February 24, 2012	February 24, 2017 Design in Progress	February 24, 2017 Design in Progress	Completed
11-301-00019 Border Regions Area 1	6169	March 9, 2012	March 9, 2020 Design Complete	March 9, 2020 Design Complete	Completed
11-301-00020 Border Regions Area 2	6171	March 9, 2012	March 9, 2020 Design Complete	March 9, 2020 Design Complete	Completed
11-301-00021 Border Regions Area 3	6173	March 9, 2012	March 9, 2020 Design Complete	March 9, 2020 Design Complete	Completed
11-301-00022 Old Mill	6176	Completed	Completed	Completed	Completed
11-301-00024 Cleek Road Part 2	6188	Completed	Completed	Completed	Completed
12-301-00002 Eastern Star Road Part 2	6190	Completed	Completed	Completed	JCPB Completed AEP Requested
12-301-00001 Kingsport South	6192	Apr 20, 2012	under contract March 2017 est completion	Completed	Completed
12-301-00004 Emory Church	6202	July 6, 2012	Completed	Completed	Completed
12-301-00003 Grandview	6204	July 6, 2012	Completed	Completed	Completed
11-301-00023			Under Const. By BUD		

<b>2012 Annexations</b>					
JB Dennis	6224	Aug 10, 2012	August 10, 2017	Completed	Completed
12-301-00006 Colonial Heights Area 7 Part A	6238	Sep 21, 2012	September 21, 2017	September 21, 2017	Completed
12-301-00007 Colonial Heights Area 7 Part B	6240	Sep 21, 2012	September 21, 2017	September 21, 2017	Completed
12-301-00008 Colonial Heights Area 7 Part C	6254	Dec 7, 2012	December 2, 2017 Design in Progress	December 2, 2017 Design in Progress	Completed
12-301-00009 Colonial Heights Area 7 Part D	6256	Dec 7, 2012	December 2, 2017 Design in Progress	December 2, 2017 Design in Progress	Completed
12-301-00010 Colonial Heights Area 7 Part E	6265	Dec 21, 2012	December 2, 2017 Design in Progress	December 2, 2017 Design in Progress	Completed
<b>2014 Annexations</b>					
13-301-00012 Diana Rd 2 Annexation	6393	June 6, 2014	Completed	June 6, 2019	Completed
14-301-00007 Ridgecrest Annexation	6437	November 7, 2014	Completed	November 7, 2019	Completed
<b>2015 Annexations</b>					
14-301-00009 Ridgecrest 2 Annexation	6470	May 7, 2015	Completed	May 7, 2020	Completed
15-301-00003 Bays Mountain Park Rd Annexation	2016-015	September 4, 2015	Completed	Completed	Completed
15-301-00004 O'Neill Annexation	2016-016	November 20, 2015	Completed	Completed	Completed
<b>2016 Annexations</b>					
16-301-0001 Westbrook Drive Annexation	2016-168	July 7, 2016	Completed	Completed	Completed
16-301-00002 Camp Bays Mountain Annexation	2017-024	October 7, 2016	October 7, 2021	October 7, 2021	Completed
16-301-00003 4308 Grey Fox Drive	2017-034	November 5, 2016	Completed	November 5, 2021	Completed
16-301-0004 1392 Ridgecrest Avenue Annexation	2017-102	January 20, 2017	Completed	Completed	Completed
* All Annexation Plans of Services include Police & Fire Services, Electric Services, Solid Waste Disposal, Zoning Services , Recreational Facilities, Street Maintenance and City Schools. These services are established upon the effective date of the annexation*					



## AGENDA ACTION FORM

### **Amend Zoning of 1912 Seaver Road, Located at the Intersection of Seaver Road and Princeton Road**

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

Action Form No.: AF-115-2017  
 Work Session: May 15, 2017  
 First Reading: May 16, 2017

Final Adoption: June 6, 2017  
 Staff Work By: Jessica Harmon  
 Presentation By: Jessica Harmon

### **Recommendation:**

- Hold public hearing
- Approve ordinance amending the zoning ordinance to rezone 1912 Seaver Road, a portion of Tax Map 75M, Group A, Parcel 37 from B-4P, Planned Business District to R-1B, Low Density Residential District.

### **Executive Summary:**

This is an owner-requested rezoning of approximately 6.4 acres located adjacent to the intersection of Seaver Road and Princeton Road from B-4P to R-1B. The purpose of the rezoning request is to allow for further single family development on the property. Staff has only received one phone call with general questions concerning the rezoning request. During their April 2017 regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation for the rezoning to the Board of Mayor and Aldermen. The Notice of Public Hearing was published on May 1, 2016.

### **Attachments:**

1. Notice of Public Hearing
2. Zoning Ordinance
3. Staff Report

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

## NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN to all citizens of the City of Kingsport, Tennessee, to all persons interested, and the public at large that the City of Kingsport Board of Mayor and Aldermen will conduct a Public Hearing during its regular business meeting on May 16, 2017 to consider the rezoning for 1912 Seaver Road from B-4P District to R-1B District. The regular business meeting will begin at 7:00 p.m. in the large courtroom located on the second floor of City Hall, at 225 W. Center Street, Kingsport, Tennessee.

The property proposed for rezoning is generally described as follows:

*Beginning at a point, said point being a point on Tax Map 75M Group A Parcel 37 and the westerly edge of right-of-way for Seaver Road; thence continuing in a southeasterly direction approximately 786 feet to a point, said point being the southeasterly corner of Tax Map 75M Group A Parcel 37 and the edge of right-of-way for the intersection of Princeton Road and Seaver Road; thence continuing in a southwesterly direction approximately 712 feet along the northerly edge of right-of-way of Princeton Road to a point, said point being the southwesterly corner of Tax Map 75M Group A Parcel 37 and the edge of right-of-way for the intersection of Diana Road and Princeton Road; thence continuing in a northerly direction approximately 892 feet to a point, said point being a point along the westerly property line of Tax Map 75M Group A Parcel 37; thence continuing in an easterly direction approximately 84 feet to a point, said point being the point of BEGINNING, and being a portion of parcel 37, Group A, Tax Map 75M as shown on the December 2016 Sullivan County Tax Maps.*

All interested persons are invited to attend this meeting and public hearing. A detailed map and description is on file in the offices of the City Manager, Kingsport Library, and Planning Manager for inspection. Additional information concerning this proposal may be obtained by contacting the Kingsport Planning Division of the Development Services Department, telephone 423-229-9485.

CITY OF KINGSPORT  
Angie Marshall, Deputy City Clerk  
PIT: 5/1/17

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

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY ADJACENT TO SEAVER ROAD FROM B-4P, PLANNED BUSINESS DISTRICT TO 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

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

SECTION I. That the zoning code, text, and map, be and the same is hereby further amended to rezone property adjacent to Seaver Road from B-4P, Planned Business District to R-1B, Low Density Residential District in the 13<sup>th</sup> Civil District of Sullivan County; said area to be rezoned being further and more particularly described as follows:

Beginning at a point, said point being a point on Tax Map 75M Group A Parcel 37 and the westerly edge of right-of-way for Seaver Road; thence continuing in a southeasterly direction approximately 786 feet to a point, said point being the southeasterly corner of Tax Map 75M Group A Parcel 37 and the edge of right-of-way for the intersection of Princeton Road and Seaver Road; thence continuing in a southwesterly direction approximately 712 feet along the northerly edge of right-of-way of Princeton Road and continuing with the northerly right-of-way with Diana Road to a point, thence in a northerly direction said point being the southwesterly corner of Tax Map 75M Group A Parcel 37 and the edge of right-of-way for the intersection of Diana Road; thence continuing in a northerly direction approximately 892 feet to a point, said point being a point along the westerly property line of Tax Map 75M Group A Parcel 37; thence continuing in an easterly direction approximately 84 feet to a point, said point being the point of BEGINNING, and being a portion of parcel 37, Group A, Tax Map 75M as shown on the December 2016 Sullivan County Tax Maps.

SECTION II. Any person violating any provisions of this ordinance shall be guilty of an offense and upon conviction shall pay a penalty of FIFTY DOLLARS (\$50.00) for each offense. Each occurrence shall constitute a separate offense.

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

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



## 1912 Seaver Road Rezoning

<b>Property Information</b>			
<b>Address</b>	1912 Seaver Road, Kingsport TN		
<b>Tax Map, Group, Parcel</b>	Tax Map 75M Group A Parcel 37		
<b>Civil District</b>	13		
<b>Overlay District</b>	Not applicable		
<b>Land Use Designation</b>	Single Family		
<b>Acres</b>	6.74 acres +/-		
<b>Existing Use</b>	Single family	<b>Existing Zoning</b>	B-4P
<b>Proposed Use</b>	Single family	<b>Proposed Zoning</b>	R-1B
<b>Owner /Applicant Information</b>			
<b>Name:</b> John Dickenson <b>Address:</b> 233 New Beason Well Road <b>City:</b> Kingsport <b>State:</b> TN <b>Zip Code:</b> 37660 <b>Email:</b> <a href="mailto:dickensonbuilders@yahoo.com">dickensonbuilders@yahoo.com</a> <b>Phone Number:</b> (423) 571-9862		<b>Intent:</b> To rezone from B-4P to R-1B to allow for subdivision of the property to construct single family homes.	
<b>Planning Department Recommendation</b>			
The Kingsport Planning Division recommends sending a POSITIVE recommendation to the Kingsport Board of Mayor and Alderman for the following reasons:			
<ul style="list-style-type: none"> <li>The rezoning site is designated as Low Density Residential on the Future Land Use Plan.</li> <li>The property currently is being used as residential. The rezoning will not change the use of the property.</li> </ul>			
<b>Staff Field Notes and General Comments:</b>			
<ul style="list-style-type: none"> <li>The parcel lies at the intersection of Seaver Road, Princeton Road, and Diana Road.</li> <li>Letters were mailed to adjacent property owners within 300' of the rezoning site. No feedback has been received.</li> <li>The rezoning site will help facilitate a smooth transition from the existing commercial districts to the residential districts along Seaver Rd and Diana Rd.</li> </ul>			
<b>Planner:</b>	Jessica Harmon	<b>Date:</b>	April 7, 2017
<b>Planning Commission Action</b>		<b>Meeting Date:</b>	April 20, 2017
<b>Approval:</b>			
<b>Denial:</b>		<b>Reason for Denial:</b>	
<b>Deferred:</b>		<b>Reason for Deferral:</b>	

# Kingsport Regional Planning Commission

## Rezoning Report

File Number 17-101-00001

### PROPERTY INFORMATION

<b>ADDRESS</b>	1912 Seaver Road Kingsport TN
<b>DISTRICT</b>	13
<b>OVERLAY DISTRICT</b>	Not Applicable
<b>EXISTING ZONING</b>	B-4P (Planned Business District)
<b>PROPOSED ZONING</b>	R-1B (Single Family Residential)
<b>ACRES</b>	6.4 +/-
<b>EXISTING USE</b>	Single Family
<b>PROPOSED USE</b>	Single Family

### PETITIONER

**ADDRESS** 233 New Beason Well Rd. Kingsport, TN

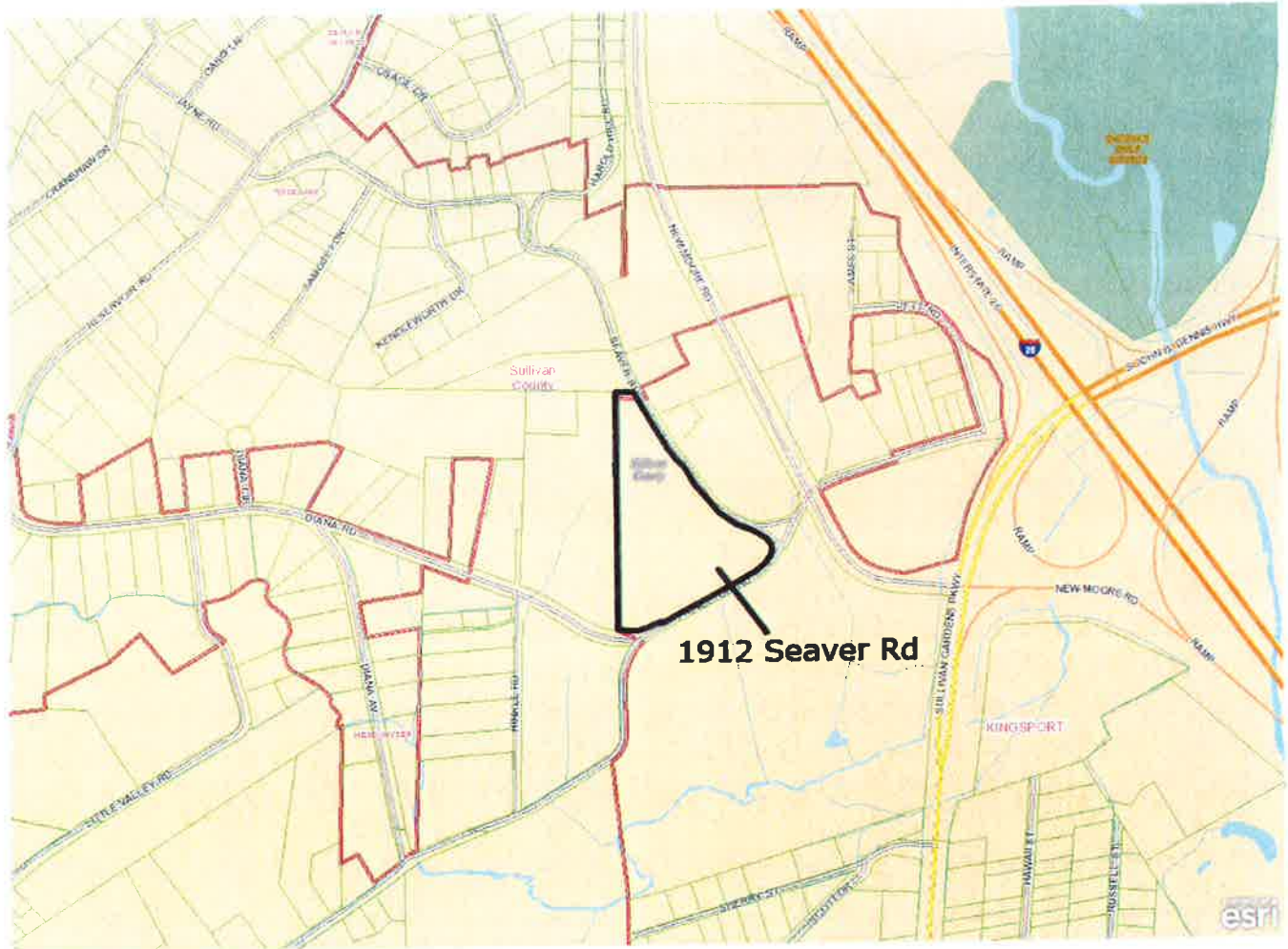
### REPRESENTATIVE

**PHONE** (423) 571-9862

### INTENT

*The property currently has one single family home on it. The petitioner is seeking to rezone the property from B-4P to R-1B so that he may subdivide the land and construct multiple single family residential structures.*

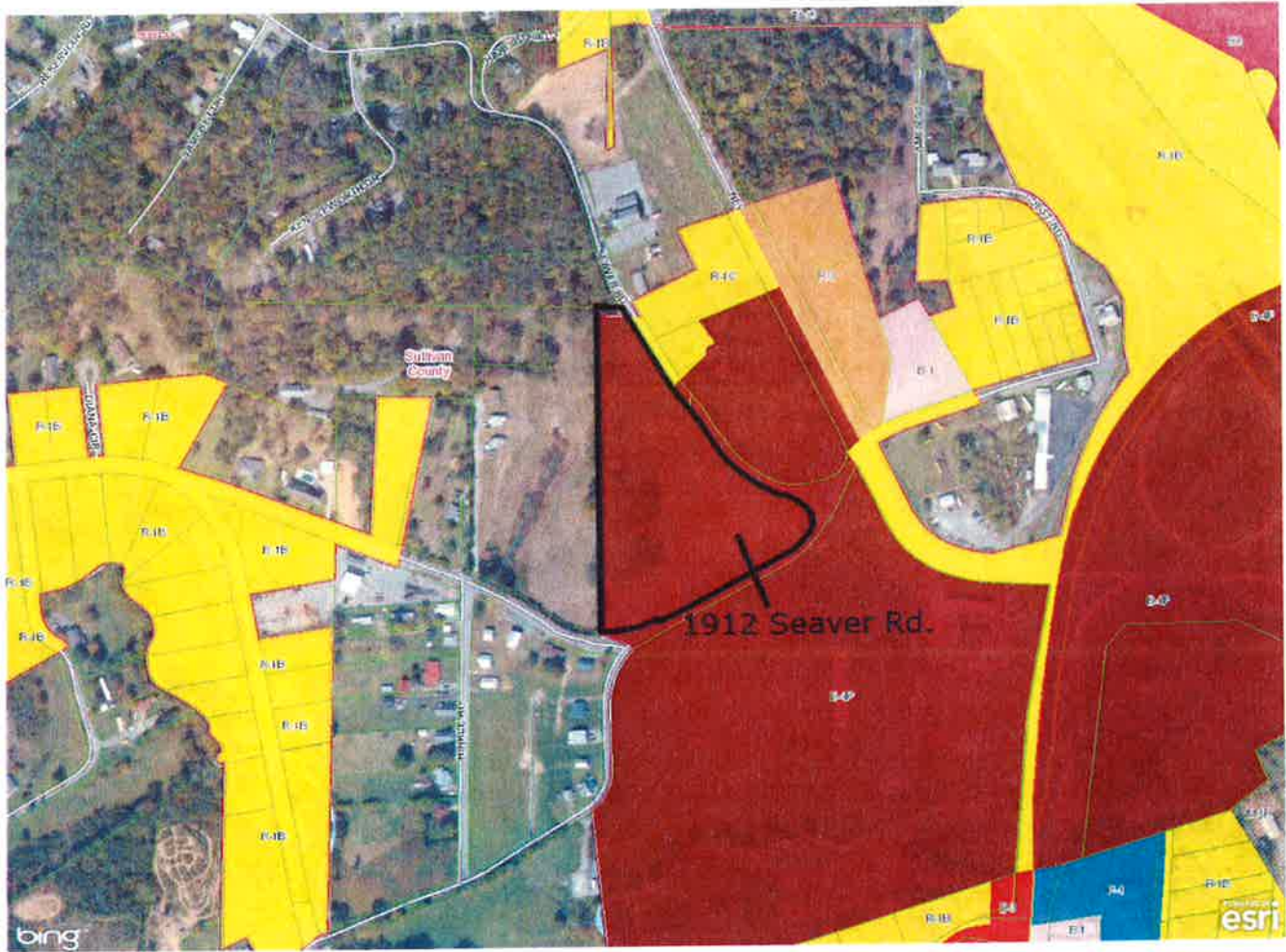
### Vicinity Map



**Surrounding City Zoning Map**

Prepared by Kingsport Planning Department for the  
Kingsport Regional Planning Commission Meeting on April 20, 2017





**Surrounding County Zoning Map**

Prepared by Kingsport Planning Department for the  
Kingsport Regional Planning Commission Meeting on April 20, 2017



**Future Land Use Plan 2030**

Prepared by Kingsport Planning Department for the  
Kingsport Regional Planning Commission Meeting on April 20, 2017





**Aerial**





**View from Seaver Rd.**



**View from Princeton Rd.**





**Kingsport Regional Planning Commission**

**Rezoning Report**

**File Number 17-101-00001**

<b>Location</b>	<b>Parcel / Zoning Petition</b>	<b>Zoning / Name</b>	<b>History Zoning Action Variance Action</b>
North	<b>1</b>	<u>Zone: County R-1</u> Use: Church	n/a
East	<b>2</b>	<u>Zone: City B-4P</u> Use: Single Family	Annexed in July of 1999 as part of the Princeton Rd Annexation
Southeast	<b>3</b>	<u>Zone: City B-4P</u> Use: Gas Station/Fast Food Restaurant	Annexed in July of 1999 as part of the Princeton Rd Annexation
South	<b>4</b>	<u>Zone: City B-4P</u> Use: vacant	Annexed in July of 1999 as part of the Princeton Rd Annexation
Southwest	<b>5</b>	<u>Zone: County B-3</u> Use: Sull. Co. Hwy Dept.	n/a
West	<b>6</b>	<u>Zone: County R-1</u> Use: Church	n/a
Nothwest	<b>7</b>	<u>Zone: County R-1</u> Use: Vacant	Currently proposed for annexation as part of the Seaver Rd Annexation

**EXISTING USES LOCATION MAP**



**Standards of Review**

Planning Staff shall, with respect to each zoning application, investigate and make a recommendation with respect to factors 1 through 10, below, as well as any other factors it may find relevant.

- 1. Whether or not the proposal will permit a use that is suitable in view of the use and development of adjacent and nearby Property?** The proposal will permit the same single family uses that surround the property on all sides.
- 2. Whether or not the proposal will adversely affect the existing use or usability of adjacent or nearby property?** The adjacent and nearby property will not be adversely affected by the proposal. Adjacent property is zoned City R-1B and County R-1.

3. **Whether the property to be affected by the proposal has a reasonable economic use as currently zoned?** The property has a reasonable economic use as currently zoned. There is also a reasonable economic use for the proposed zone.
4. **Whether the proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools?** The proposal will not cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.
5. **Whether the proposal is in conformity with the policies and intent of the land use plan?**

**Proposed use:** Single Family

**The Future Land Use Plan Map recommends single family use.**

6. **Whether there are other existing or changed conditions affecting the use and development of the property which gives supporting grounds for either approval or disapproval of the proposal?** The existing conditions support approval of the proposed rezoning. The location of the parcel requested for rezoning demonstrates a reasonable transition from the B-4P Commercial zones to the Single Family City and County Zones along Seaver Rd and Diana Rd.
7. **Whether the zoning proposal will permit a use which can be considered environmentally adverse to the natural resources, environment and citizens of the City of Kingsport?** There are no adverse uses proposed. The zoning will permit uses consistent with single family use.
8. **Whether the change will create an isolated district unrelated to similar districts:** The proposal will not create an isolated district in that it is surrounded by both Sullivan County and Kingsport City residential districts.
9. **Whether the present district boundaries are illogically drawn in relation to existing conditions?** The present district boundaries are appropriately drawn as is. The proposed boundaries are logical too, in regards to following the current property lines.
10. **Whether the change will constitute a grant of special privilege to an individual as contrasted to the general welfare?** The change will not allow a special privilege to an individual as contrasted to the general welfare.

**CONCLUSION**

Staff recommends sending a POSITIVE recommendation to rezone from B-4P to R-1B based upon conformance to the Future Land Use Plan and Policy and the rezoning site acting as a smooth transition from the existing commercial district to the residential districts of Seaver Rd and Diana Rd.



## AGENDA ACTION FORM

### Approve Receiving a Grant from the Kingsport Community Foundation Centennial Park Project Fund of East Tennessee Foundation and Appropriate Funds

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

Action Form No.: AF-123-2017  
 Work Session: May 15, 2017  
 First Reading: N/A

Final Adoption: May 16, 2017  
 Staff Work By: Chris McCartt  
 Presentation By: Chris McCartt

#### Recommendation:

Approve the Resolution and Ordinance.

#### Executive Summary:

The Kingsport Community Foundation Centennial Park Project Fund through the East Tennessee Foundation has awarded Grant No. 20170437 in the amount of \$45,000.00 to the city for use in the Kingsport Centennial Park project. The award letter, a copy of which is contained in the resolution, must be executed to approve the receipt of the grant. The letter sets out the terms and conditions of the grant donation.

#### Attachments:

1. Resolution
2. Ordinance

Funding source appropriate and funds are available: 

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

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

A RESOLUTION ACCEPTING GRANT NO. 20170437 FROM THE KINGSFORT COMMUNITY FOUNDATION CENTENNIAL PARK PROJECT FUND THROUGH THE EAST TENNESSEE FOUNDATION; APPROVING A LETTER OF AWARD; AND AUTHORIZING THE MAYOR TO EXECUTE THE LETTER, AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE LETTER

WHEREAS, the Kingsport Community Foundation Centennial Park Project Fund has awarded Grant No. 20170437 in the amount of \$45,000.00 to the city for use in the Kingsport Centennial Park; and

WHEREAS, to complete acceptance of the grant funds the East Tennessee Foundation has requested the city execute the letter of award as set out in the resolution below; and

WHEREAS, the terms and conditions of the grant are set out below in the letter of award.

Now therefore,

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

SECTION I. That Grant No. 20170437 from the Kingsport Community Foundation Centennial Park Project Fund through the East Tennessee Foundation in the amount of \$45,000.00 for the Kingsport Centennial Park and the letter of award are approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized and directed to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, a letter of award and all documents necessary and proper receive Grant No. 20170437 from the Kingsport Community Foundation Centennial Park Project Fund through the East Tennessee Foundation in the amount of \$45,000.00 for the Kingsport Centennial Park, said letter as set out below:

May 3, 2017

The Honorable John Clark  
City of Kingsport  
225 West Center Street  
Kingsport, TN 37660-4237

Dear Mayor Clark:

The Board of Directors of East Tennessee Foundation is pleased to inform you that the City of Kingsport has been approved to receive a grant in the amount of \$45,000 from the Kingsport Community Foundation Centennial Park Project Fund of East Tennessee Foundation. Please read your grant award letter carefully. If you have any questions about the terms, conditions, or any other aspect of the Kingsport Community Foundation Centennial Park Project Fund, please contact Trudy Hughes, Director of Regional Development.

The terms and conditions of this award are as follows:

1. Grant Number: Please refer to this grant as grant number 20170437 in all correspondence regarding this award.
2. Public Acknowledgement: Raising public awareness of Kingsport Community Foundation and East Tennessee Foundation is a grant requirement. In particular, East Tennessee Foundation:



- Requires the City of Kingsport to acknowledge this grant and the support of Kingsport Community Foundation and East Tennessee Foundation on all listings of your annual funders.
- Requires the City of Kingsport to acknowledge Kingsport Community Foundation and East Tennessee Foundation in all appropriate programs and publications, permanent site recognition, printed materials, press releases, or media coverage pertaining to the Greater Kingsport Centennial Park Project.
- Requests that the City of Kingsport display a link to East Tennessee Foundation's website ([www.easttennesseefoundation.org](http://www.easttennesseefoundation.org)) on its website.

3. General Terms and Condition : The City of Kingsport agrees:

- To use the funds from this award only for the designated purposes and not for any other purpose without advance written approval from East Tennessee Foundation;
- To notify ETF of any change in the City of Kingsport's executive or key staff for this project, or any other change that impairs the City's ability to utilize the grant as intended.
- To maintain books and records adequate to demonstrate that the funds were expended for the purpose intended;
- To give ETF reasonable access to the City of Kingsport's files and records for the purposes of making audits and verifications as it deems necessary concerning the grant; and
- To return any unexpended funds to East Tennessee Foundation or any portion of the grant that is not used for the purposes specified in this grant award letter

4. Acceptance of Grant Award and Check: To acknowledge your acceptance of this grant award and check, please return the signed original of this letter to East Tennessee Foundation.

5. Equal Opportunity: By accepting this grant award, the City of Kingsport certifies that it is an equal opportunity employer and provider of services.

Congratulations on the award and best wishes for successful completion of the Greater Kingsport Centennial Park Project

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

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

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

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

ADOPTED this the 16th day of May, 2017.

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

AN ORDINANCE TO AMEND THE GENERAL PROJECT FUND BUDGET BY APPROPRIATING DONATED FUNDS RECEIVED FROM THE EAST TENNESSEE FOUNDATION FOR THE YEAR ENDING JUNE 30, 2017; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Project Fund budget be amended by appropriating donated funds in the amount of \$45,000 received from the East Tennessee Foundation to the Centennial Park/Downtown Parks project (GP1627).

<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>Centennial Park /Downtown Parks (GP1627)</u></b>			
<b><u>Revenues:</u></b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
311-0000-364-1000 Contributions/Individual	650	0	650
311-0000-364-5621 East Tenn. Foundation	590,000	45,000	635,000
311-0000-368-1047 Series 2014A GO Bonds	126,266	0	126,266
311-0000-368-1054 Series 2016 GO (Nov 4)	26,643	0	26,643
311-0000-368-2101 Premium From Bond Sale	27,074	0	27,074
311-0000-391-0100 From General Fund	851,200	0	851,200
<b><i>Totals:</i></b>	<b>1,621,833</b>	<b>45,000</b>	<b>1,666,833</b>
<b><u>Expenditures:</u></b>			
311-0000-601-2022 Construction Contracts	20,000	0	20,000
311-0000-601-2023 Arch/Eng/ Landscaping	77,315	0	77,315
311-0000-601-2095 Public Art	10,000	0	10,000
311-0000-601-4041 Bond Sale Expense	3,717	0	3,717
311-0000-601-9001 Land	31,000	0	31,000
311-0000-601-9003 Improvements	1,479,801	45,000	1,524,801
<b><i>Totals:</i></b>	<b>1,621,833</b>	<b>45,000</b>	<b>1,666,833</b>

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

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

ATTEST:

JAMES H. DEMMING, City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING:

PASSED ON 2ND READING:



## AGENDA ACTION FORM

### Amend the FY 2017 Schools Federal Projects Fund Budget

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

Action Form No.: AF-121-2017  
 Work Session: May 15, 2017  
 First Reading: May 16, 2017

Final Adoption: June 6, 2017  
 Staff Work By: David Frye  
 Presentation By: David Frye

### Recommendation:

Approve the Ordinance.

### Executive Summary:

On May 2, 2017, the Board of Education approved an amendment to the FY 2016-2017 Schools' Federal Project Fund budget. This fund accounts for entitlement grants received from the federal government. The current budget is \$4,310,909, based on estimated amounts. The estimates are being adjusted to actual amounts. There is a net decrease for this budget of \$1,826. This makes the amended total \$4,309,083.

### Attachments:

1. Ordinance
2. BOE Budget Amendment Number Six

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

## ORDINANCE NO. \*\*\*\*

PRE-FILED  
CITY RECORDER

AN ORDINANCE TO AMEND THE FY 2017 SCHOOL  
FEDERAL GRANT PROJECTS FUND BUDGET; AND, TO  
FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the FY 2017 School Federal Grant Projects Fund budget be amended by increasing/(decreasing) appropriations for Grant funds to the following Grant projects.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<b><u>Revenues:</u></b>	\$	\$	\$
ADMN17 Consolidated Administration	142,187	(235)	141,952
CPG017 Carl Perkins Grant	134,683	0	134,683
CPI017 Carl Perkins Incentive Grant	5,000	(5,000)	0
PS1701 IDEA Pre-School	40,125	2,096	42,221
T11701 Title I	2,014,556	(2,264)	2,012,292
FSG017 Focus School Grant	86,000	(309)	85,691
T21701 Title II – A	308,216	(1,294)	306,922
T31701 Title III	6,998	81	7,079
T61701 IDEA Part-B	1,573,144	(1,788)	1,571,356
T617D1 IDEA Discretionary Grant	0	6,887	6,887
<b>Totals:</b>	<b>4,310,909</b>	<b>(1,826)</b>	<b>4,309,083</b>
<b><u>Expenditures:</u></b>	\$	\$	\$
Instruction	2,702,873	(6,606)	2,696,267
Support Services	1,433,347	5,295	1,438,642
Other Charges (Fund Transfers)	174,689	(515)	174,174
<b>Totals:</b>	<b>4,310,909</b>	<b>(1,826)</b>	<b>4,309,083</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:

City of Kingsport, Tennessee



May 2, 2017

KINGSPORT CITY SCHOOLS  
FISCAL YEAR 2016-2017  
BUDGET AMENDMENT NUMBER SIX

**GENERAL PURPOSE SCHOOL FUND**

**ITEM ONE: BEP FUNDS**

Kingsport City Schools were notified in February that we were eligible for growth funds in FY 2017. The estimated amount was \$612,000. This estimate will be adjusted in June to an actual amount. The estimate was based on the membership in the 2<sup>nd</sup> and 3<sup>rd</sup> 20 days reporting periods. Traditionally we see a decrease in membership as the year goes on. We have the numbers that the State based their estimate on and we also have the attendance reports through the 7<sup>th</sup> reporting period. In looking at our membership numbers, we have not been decreasing as we have in the past. Since we will be spending this increase, instead of just letting it close to Fund Balance, I want to be conservative in estimated the actual amount. It is recommended that the estimate for BEP funds be increased by \$500,000.

**ITEM TWO: COUNTY CURRENT YEAR PROPERTY TAXES**

The current estimate for Current Year Property Taxes is \$18,200,000. Based on assessed values and the prior year ADA % the actual for the year would have been close to the original estimate. The ADA adjustment will be approximately \$650,000. It is recommended the estimate for Current Year Property Taxes be increased by \$650,000.

**ITEM THREE: PRIOR YEAR PROPERTY TAXES/ INTEREST AND PENALTY**

The estimates for these accounts total \$725,000. The projected actual amount for the year is \$625,000. It is recommended that the estimates for Prior Year Property Taxes and Interest and Penalty be reduced by a total of \$100,000.

**ITEM FOUR: COUNTY PICK UP TAXES**

The current estimate for County Pick-Up taxes is \$200,000. We have already collected \$500,000. Historically we don't see a lot of collections in the last quarter. It is recommended that the estimate for County Pick-Up Taxes be increased by \$300,000.

**ITEM FIVE: LOCAL OPTION SALES TAX**

The current estimate for Local Option Sales Tax is \$9,107,000. With an estimated \$220,000 ADA adjustment, the year-end projection is \$9,457,000. It is recommended that the estimate for Local Option Sales Tax be increased by \$350,000

**ITEM SIX: DOBYNS-BENNETT TRACK UPGRADES**

There are several items that need to be upgraded or added to the Dobyns-Bennett track facility. Items that need upgraded are; the track surface needs to be replaced, the bleachers need to be replaced, and the lighting needs to be upgraded. Additional needs are to fence in the entire area

and to terrace the hillside to provide additional space for spectators. The estimate to do all of this work is \$670,586 (Detail below). This price does not include terracing the hillside.

Architect/Engineering	\$ 30,000
Remove old track surface	20,000
Repair of base asphalt	10,000
New track surface	391,755
Remove existing bleachers	10,149
New bleachers	69,028
LED lighting	80,896
Fencing	20,800
Contingency 6%	<u>37,958</u>

Total \$670,586

Because all of the above numbers listed above are preliminary quotes or estimates, it is recommended to establish project funding in the amount of \$700,000. Funding for this project can be provided by 3 different sources. Several years ago there was a reserve established for track maintenance in the amount of \$15,000. These funds are in the General Purpose School Fund. There are also some bond funds remaining in the amount of \$37,789. The balance of 647,211 will need to come from an appropriation from the General Purpose School Fund – Unreserved Fund Balance.

For purposes of a General Purpose School Fund budget amendment it is recommended that an estimated revenue amount be established for Appropriation of Reserve for Track Maintenance in the amount of \$15,000 and to increase the estimated revenue for Fund Balance Appropriations in the amount of \$647,211. It is also recommended that the appropriation for Fund Transfers be increased by \$662,211.

#### **ITEM SEVEN: TRANSFER TO HEALTH INSURANCE FUNDS**

The current deficit in the Health Insurance funds is approximately \$1,960,000. We are still continuing to pay claims, although the weekly amount for the last few weeks has been less than \$5,000. We should still be receiving a couple of quarters of pharmacy rebates, which should be approximately \$200,000. These funds should be received between now and the end of the calendar year. In order to end this fiscal year with a positive balance, I am recommending that \$2,000,000 be transferred from the General Purpose School Fund to the Active Employee and Retiree Health Insurance funds.

This will be funded by the net revenue increases listed in items 1-5. The net amount of those increases is \$1,700,000. The remaining \$300,000 will need to come from the Unreserved Fund Balance. It is recommended that the estimated revenue for Fund Balance Appropriations be increased by \$300,000 and that the appropriation for Funds Transfers be increased by \$2,000,000.

Any funds remaining in the Health Insurance funds at the end of FY 2018 will be transferred back to the General Purpose School Fund.

## **ITEM EIGHT: MISCELLANEOUS TRANSFERS**

1. Sevier Middle School has requested to transfer \$1,500 from Instructional Supplies to Staff Development.
2. Robinson Middle School has requested to transfer \$12,650 from their Instructional Equipment account and \$950 from their Student Travel account to their Non-Instructional Equipment account (\$13,600). This will provide funds to purchase tables and chairs.
3. Adams Elementary has requested to transfer \$1,000 from their Non-Instructional Equipment account to their Awards and Dues account and to transfer \$1,600 from their Audio-Visual account to their Library Book account.
4. Jefferson Elementary has requested to transfer \$600 from their Library Periodical account to their Library A-V account. They have also requested to transfer \$1,600 from their Staff Development account, \$1,000 from their Printing account, \$500 from their Principal Travel Account, and \$400 from their Office Supply account to their Instructional Supply account (\$3,500).
5. Lincoln Elementary has requested to transfer \$1,000 from their Principal Travel account to their Instructional Supply account.
6. Washington Elementary has requested to transfer \$1,000 from their Non-Instructional Equipment account to their Staff Development account.
7. The Special Education department has requested to transfer \$15,000 from their Instructional Equipment account to their Non-Instructional Equipment account.

It is recommended that these transfers be approved.

## **GENERAL PROJECT FUND**

### **School Improvements FY 14 &15 – GP1513**

This project accounted for the bond funds received in FY 14 (\$1,150,000) and FY 15 (\$350,000). The projects funded with these funds were/are:

Indian Highland Parking Lot	\$ 283,764
Lincoln Cooling Tower	113,250
Robinson Floor Covering	298,474
Sevier Roof	589,332
Lincoln Roof	<u>177,391</u>
Total	<u>\$1,462,211</u>

It is recommended that the remaining balance of \$37,789 be transferred to a new project for Dobyns-Bennett Track Upgrades.

### **Dobyns-Bennett Track Upgrades – GP1739**

The details of this project were given above. It is recommended that a new project be established for Dobyns-Bennett track Upgrades in the amount of \$700,000. Estimated revenue will be established for Transfers from School Fund in the amount of \$662,211 and from Bond Funds in

the amount of \$37,789. Appropriations for Architects, Construction, and Equipment will be established in the amount of \$700,000.

### **FEDERAL PROJECTS FUND**

The estimated revenue and appropriations for the Federal Projects Fund are currently in the amount of \$4,310,909. This amount was based on estimates and information known at the time of initial approval and now needs to be adjusted to the actual amount of the grants. We have received a new IDEA Discretionary grant for \$6,887 and did not receive Carl Perkins Incentive grant of \$5,000.

The details of the changes are shown on the enclosed Schedule of Federal Projects. It is recommended that the estimated revenues and appropriations for the Federal Projects Fund be decreased by the net amount of \$1,826. This will make the revised estimated revenue and appropriation amounts \$4,309,083.

### **SCHOOL SPECIAL PROJECTS FUND**

The estimated revenue and appropriations for active projects within the School Special Projects Fund are currently in the amount of \$1,140,172. The initial budgets for these grants were estimates based on previous year's information. The Transition School to Work grant was new this year, in the amount of \$137,302. There are increases in the Family Resource, the Homeless, the Coordinated School Health programs of \$11,000 that are local donations. There are increases in the grant amounts that total \$8,100 in the Family Resource, Pre-School, Safe Schools grants. There was a decrease in the Homeless and After-School Care grants of \$23,222.

The details of the changes are shown on the enclosed Schedule of School Special Projects. It is recommended that the estimated revenues and appropriations for the School Special Projects Fund be increased by the net amount of \$133,180. This will make the revised estimated revenue and appropriation amounts \$1,273,352.

KINGSPORT CITY SCHOOLS  
SCHEDULE OF FEDERAL PROJECTS  
FISCAL YEAR 2016-2017

PROGRAM	ORIGINAL BUDGET	INCREASE	DECREASE	AMENDED BUDGET
Title I, Part A: Improving Academic Achievement/Disadvantaged	\$ 2,014,556		\$ 2,264	\$ 2,012,292
Focus School Grant	86,000		309	85,691
Title II, Part A: Teacher and Principal Training and Recruiting	308,216		1,294	306,922
Title III, Part A: English Language Acquisition	6,998	\$ 81		7,079
Consolidated Administration	142,187		235	141,952
IDEA, Part-B: Special Education	1,573,144		1,788	1,571,356
IDEA, Pre-School: Special Education	40,125	2,096		42,221
IDEA, Discretionary	0	6,887		6,887
Carl Perkins: Vocational	134,683			134,683
Carl Perkins Incentive Grant: Vocational	5,000		5,000	0
Total Federal Projects	\$ 4,310,909	\$ 9,064	\$ 10,890	\$ 4,309,083



KINGSPORT CITY SCHOOLS  
SCHEDULE OF SCHOOL SPECIAL PROJECTS  
FISCAL YEAR 2016-2017

PROGRAM	ORIGINAL BUDGET	INCREASE	DECREASE	AMENDED BUDGET
Coordinated School Health FY 17	\$ 123,050	\$ 3,000		\$ 126,050
Family Resource Center FY 17	50,000	3,700		53,700
Homeless Education Program FY 17	58,000	5,000	\$ 8,222	54,778
Lottery - After-School Care Grant FY 17	265,000		15,000	250,000
State - Pre-School Grant FY 17	491,322	7,000		498,322
Safe Schools Act Grant FY 17	49,080	400		49,480
Summer STEM Camp FY 17	50,000			50,000
Transition School to Work Grant FY 17	0	137,302		137,302
Truancy Intervention Grant FY 17	53,720			53,720
Total School Special Projects	\$ 1,140,172	\$ 156,402	\$ 23,222	\$ 1,273,352



## AGENDA ACTION FORM

### Amend the FY 2017 School Special Projects Fund Budget

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

Action Form No.: AF-122-2017  
 Work Session: May 15, 2017  
 First Reading: May 16, 2017

Final Adoption: June 6, 2017  
 Staff Work By: David Frye  
 Presentation By: David Frye

### Recommendation:

Approve the Ordinance.

### Executive Summary:

On May 2, 2017, the Board of Education approved an amendment to the FY 2016-2017 Schools' Special Project Fund budget. This fund accounts for State of Tennessee grants, competitive grants, and any other grants that may be received. The current budget for active projects is \$1,140,172 based on estimated amounts. There has been one new project added and the estimates are being adjusted to actual amounts. There is a net increase for this budget of \$133,180. This makes the amended total \$1,273,352.

### Attachments:

1. Ordinance
2. BOE Budget Amendment Number Six

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

ORDINANCE NO. \*\*\*\*

PRE-FILED  
CITY RECORDER

AN ORDINANCE TO AMEND THE FY 2017 SCHOOL SPECIAL PROJECTS FUND BUDGET; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the FY 2017 School Special Projects Fund budget be amended by increasing/(decreasing) appropriations for Grant funds to the following Grant projects.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<b><u>Revenues:</u></b>	\$	\$	\$
CSH017 Coordinated School Health	100,000	3,000	103,000
FRC017 Family Resource Center	29,612	3,700	33,312
HAG017 Homeless Assistance	58,000	(3,222)	54,778
KTIP17 Kingsport Truancy Intervention	53,720	0	53,720
LP5017 LEAPS After-School Program S-W	265,000	(15,000)	250,000
PK5117 Pre-K Expansion Grant System-Wide	491,322	7,000	498,322
SSA017 Safe Schools Act	29,080	400	29,480
STEM17 Summer STEM Camp	50,000	0	50,000
TSTW17 Transition School to Work	0	108,057	108,057
Transfer from General School Fund	63,438	29,245	92,683
<b>Totals:</b>	<b>1,140,172</b>	<b>133,180</b>	<b>1,273,352</b>
<b><u>Expenditures:</u></b>	\$	\$	\$
Instruction	540,780	200	540,980
Support Services	334,392	147,780	482,372
Non-Instructional Services	265,000	(15,000)	250,000
Capital Outlay	0	0	0
Other	0	0	0
<b>Totals:</b>	<b>1,140,172</b>	<b>133,180</b>	<b>1,273,352</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:  
City of Kingsport, Tennessee

May 2, 2017

KINGSPORT CITY SCHOOLS  
FISCAL YEAR 2016-2017  
BUDGET AMENDMENT NUMBER SIX

**GENERAL PURPOSE SCHOOL FUND**

**ITEM ONE: BEP FUNDS**

Kingsport City Schools were notified in February that we were eligible for growth funds in FY 2017. The estimated amount was \$612,000. This estimate will be adjusted in June to an actual amount. The estimate was based on the membership in the 2<sup>nd</sup> and 3<sup>rd</sup> 20 days reporting periods. Traditionally we see a decrease in membership as the year goes on. We have the numbers that the State based their estimate on and we also have the attendance reports through the 7<sup>th</sup> reporting period. In looking at our membership numbers, we have not been decreasing as we have in the past. Since we will be spending this increase, instead of just letting it close to Fund Balance, I want to be conservative in estimated the actual amount. It is recommended that the estimate for BEP funds be increased by \$500,000.

**ITEM TWO: COUNTY CURRENT YEAR PROPERTY TAXES**

The current estimate for Current Year Property Taxes is \$18,200,000. Based on assessed values and the prior year ADA % the actual for the year would have been close to the original estimate. The ADA adjustment will be approximately \$650,000. It is recommended the estimate for Current Year Property Taxes be increased by \$650,000.

**ITEM THREE: PRIOR YEAR PROPERTY TAXES/ INTEREST AND PENALTY**

The estimates for these accounts total \$725,000. The projected actual amount for the year is \$625,000. It is recommended that the estimates for Prior Year Property Taxes and Interest and Penalty be reduced by a total of \$100,000.

**ITEM FOUR: COUNTY PICK UP TAXES**

The current estimate for County Pick-Up taxes is \$200,000. We have already collected \$500,000. Historically we don't see a lot of collections in the last quarter. It is recommended that the estimate for County Pick-Up Taxes be increased by \$300,000.

**ITEM FIVE: LOCAL OPTION SALES TAX**

The current estimate for Local Option Sales Tax is \$9,107,000. With an estimated \$220,000 ADA adjustment, the year-end projection is \$9,457,000. It is recommended that the estimate for Local Option Sales Tax be increased by \$350,000.

**ITEM SIX: DOBYNS-BENNETT TRACK UPGRADES**

There are several items that need to be upgraded or added to the Dobyns-Bennett track facility. Items that need upgraded are; the track surface needs to be replaced, the bleachers need to be replaced, and the lighting needs to be upgraded. Additional needs are to fence in the entire area.

and to terrace the hillside to provide additional space for spectators. The estimate to do all of this work is \$670,586 (Detail below). This price does not include terracing the hillside.

Architect/Engineering	\$ 30,000
Remove old track surface	20,000
Repair of base asphalt	10,000
New track surface	391,755
Remove existing bleachers	10,149
New bleachers	69,028
LED lighting	80,896
Fencing	20,800
Contingency 6%	<u>37,958</u>

Total	<u>\$670,586</u>
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Because all of the above numbers listed above are preliminary quotes or estimates, it is recommended to establish project funding in the amount of \$700,000. Funding for this project can be provided by 3 different sources. Several years ago there was a reserve established for track maintenance in the amount of \$15,000. These funds are in the General Purpose School Fund. There are also some bond funds remaining in the amount of \$37,789. The balance of 647,211 will need to come from an appropriation from the General Purpose School Fund – Unreserved Fund Balance.

For purposes of a General Purpose School Fund budget amendment it is recommended that an estimated revenue amount be established for Appropriation of Reserve for Track Maintenance in the amount of \$15,000 and to increase the estimated revenue for Fund Balance Appropriations in the amount of \$647,211. It is also recommended that the appropriation for Fund Transfers be increased by \$662,211.

#### **ITEM SEVEN: TRANSFER TO HEALTH INSURANCE FUNDS**

The current deficit in the Health Insurance funds is approximately \$1,960,000. We are still continuing to pay claims, although the weekly amount for the last few weeks has been less than \$5,000. We should still be receiving a couple of quarters of pharmacy rebates, which should be approximately \$200,000. These funds should be received between now and the end of the calendar year. In order to end this fiscal year with a positive balance, I am recommending that \$2,000,000 be transferred from the General Purpose School Fund to the Active Employee and Retiree Health Insurance funds.

This will be funded by the net revenue increases listed in items 1-5. The net amount of those increases is \$1,700,000. The remaining \$300,000 will need to come from the Unreserved Fund Balance. It is recommended that the estimated revenue for Fund Balance Appropriations be increased by \$300,000 and that the appropriation for Funds Transfers be increased by \$2,000,000.

Any funds remaining in the Health Insurance funds at the end of FY 2018 will be transferred back to the General Purpose School Fund.



## **ITEM EIGHT: MISCELLANEOUS TRANSFERS**

1. Sevier Middle School has requested to transfer \$1,500 from Instructional Supplies to Staff Development.
2. Robinson Middle School has requested to transfer \$12,650 from their Instructional Equipment account and \$950 from their Student Travel account to their Non-Instructional Equipment account (\$13,600). This will provide funds to purchase tables and chairs.
3. Adams Elementary has requested to transfer \$1,000 from their Non-Instructional Equipment account to their Awards and Dues account and to transfer \$1,600 from their Audio-Visual account to their Library Book account.
4. Jefferson Elementary has requested to transfer \$600 from their Library Periodical account to their Library A-V account. They have also requested to transfer \$1,600 from their Staff Development account, \$1,000 from their Printing account, \$500 from their Principal Travel Account, and \$400 from their Office Supply account to their Instructional Supply account (\$3,500).
5. Lincoln Elementary has requested to transfer \$1,000 from their Principal Travel account to their Instructional Supply account.
6. Washington Elementary has requested to transfer \$1,000 from their Non-Instructional Equipment account to their Staff Development account.
7. The Special Education department has requested to transfer \$15,000 from their Instructional Equipment account to their Non-Instructional Equipment account.

It is recommended that these transfers be approved.

## **GENERAL PROJECT FUND**

### **School Improvements FY 14 &15 – GP1513**

This project accounted for the bond funds received in FY 14 (\$1,150,000) and FY 15 (\$350,000). The projects funded with these funds were/are:

Indian Highland Parking Lot	\$ 283,764
Lincoln Cooling Tower	113,250
Robinson Floor Covering	298,474
Sevier Roof	589,332
Lincoln Roof	<u>177,391</u>
Total	<u>\$1,462,211</u>

It is recommended that the remaining balance of \$37,789 be transferred to a new project for Dobyns-Bennett Track Upgrades.

### **Dobyns-Bennett Track Upgrades – GP1739**

The details of this project were given above. It is recommended that a new project be established for Dobyns-Bennett track Upgrades in the amount of \$700,000. Estimated revenue will be established for Transfers from School Fund in the amount of \$662,211 and from Bond Funds in

the amount of \$37,789. Appropriations for Architects, Construction, and Equipment will be established in the amount of \$700,000.

### **FEDERAL PROJECTS FUND**

The estimated revenue and appropriations for the Federal Projects Fund are currently in the amount of \$4,310,909. This amount was based on estimates and information known at the time of initial approval and now needs to be adjusted to the actual amount of the grants. We have received a new IDEA Discretionary grant for \$6,887 and did not receive Carl Perkins Incentive grant of \$5,000.

The details of the changes are shown on the enclosed Schedule of Federal Projects. It is recommended that the estimated revenues and appropriations for the Federal Projects Fund be decreased by the net amount of \$1,826. This will make the revised estimated revenue and appropriation amounts \$4,309,083.

### **SCHOOL SPECIAL PROJECTS FUND**

The estimated revenue and appropriations for active projects within the School Special Projects Fund are currently in the amount of \$1,140,172. The initial budgets for these grants were estimates based on previous year's information. The Transition School to Work grant was new this year, in the amount of \$137,302. There are increases in the Family Resource, the Homeless, the Coordinated School Health programs of \$11,000 that are local donations. There are increases in the grant amounts that total \$8,100 in the Family Resource, Pre-School, Safe Schools grants. There was a decrease in the Homeless and After-School Care grants of \$23,222.

The details of the changes are shown on the enclosed Schedule of School Special Projects. It is recommended that the estimated revenues and appropriations for the School Special Projects Fund be increased by the net amount of \$133,180. This will make the revised estimated revenue and appropriation amounts \$1,273,352.

KINGSPORT CITY SCHOOLS  
SCHEDULE OF FEDERAL PROJECTS  
FISCAL YEAR 2016-2017

PROGRAM	ORIGINAL BUDGET	INCREASE	DECREASE	AMENDED BUDGET
Title I, Part A: Improving Academic Achievement/Disadvantaged	\$ 2,014,556		\$ 2,264	\$ 2,012,292
Focus School Grant	86,000		309	85,691
Title II, Part A: Teacher and Principal Training and Recruiting	308,216		1,294	306,922
Title III, Part A: English Language Acquisition	6,998	\$ 81		7,079
Consolidated Administration	142,187		235	141,952
IDEA, Part-B: Special Education	1,573,144		1,788	1,571,356
IDEA, Pre-School: Special Education	40,125	2,096		42,221
IDEA, Discretionary	0	6,887		6,887
Carl Perkins: Vocational	134,683			134,683
Carl Perkins Incentive Grant: Vocational	5,000		5,000	0
Total Federal Projects	\$ 4,310,909	\$ 9,064	\$ 10,890	\$ 4,309,083

KINGSPORT CITY SCHOOLS  
SCHEDULE OF SCHOOL SPECIAL PROJECTS  
FISCAL YEAR 2016-2017

PROGRAM	ORIGINAL BUDGET	INCREASE	DECREASE	AMENDED BUDGET
Coordinated School Health FY 17	\$ 123,050	\$ 3,000		\$ 126,050
Family Resource Center FY 17	50,000	3,700		53,700
Homeless Education Program FY 17	58,000	5,000	\$ 8,222	54,778
Lottery - After-School Care Grant FY 17	265,000		15,000	250,000
State - Pre-School Grant FY 17	491,322	7,000		498,322
Safe Schools Act Grant FY 17	49,080	400		49,480
Summer STEM Camp FY 17	50,000			50,000
Transition School to Work Grant FY 17	0	137,302		137,302
Truancy Intervention Grant FY 17	53,720			53,720
Total School Special Projects	\$ 1,140,172	\$ 156,402	\$ 23,222	\$ 1,273,352



## 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-120-2017  
 Work Session: May 15, 2017  
 First Reading: May 16, 2017

Final Adoption: June 6, 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 six at their meeting on May 2, 2016. This amendment increases the General Purpose School Fund budget by \$2,662,211. The estimated revenue for BEP Funds will be increased by \$500,000, the estimated revenue County revenues will be increased by \$1,200,000, and the estimated revenue for Fund Balance/Reserve Appropriations will be increased by \$962,211. The appropriation for Health Insurance will be increased by \$2,000,000 and the appropriation for Fund Transfers will be increased \$662,211. There are also some miscellaneous self-balancing transfers for various schools and departments. The General Project fund will amended by establishing a project for Dobyys-Bennett Track Upgrades in the amount of \$700,000. \$662,211 will come from a transfer from the General Purpose School Fund budget and \$37,789 will come from a transfer from a project for 2015 School Improvements.

#### Attachments:

1. Ordinance
2. BOE Budget Amendment Number Six – 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 Six to increase the estimated revenue for BEP Funds by \$500,000; the estimated revenue for Current Year Property Taxes by \$650,000; the estimated revenue for Pick-Up Taxes by \$300,000; the estimated revenue for Local Option Sales Tax by \$350,000; the estimated revenue for Track Maintenance Reserve Appropriation by \$15,000; the estimated revenue for Fund Balance Appropriations by \$947,211 and to decrease the estimated revenue for Trustee's Collection-Prior Years by \$20,000; the estimated revenue for Circuit Clerk & Master-Prior Years by \$60,000; the estimated revenue for Interest & Penalty by \$20,000. The expenditure budget will be changed by increasing the appropriations for Medical Insurance by \$2,000,000; the appropriation for Sevier-Staff Development by \$1,500; the appropriation for Robinson-Non Instructional Equipment by \$13,600; the appropriation for Adams-Awards & Dues by \$1,000; the appropriation for Adams-Library Books by \$1,600; the appropriation for Jefferson-Audio Visual account by \$600; the appropriation for Jefferson-Instructional Supply account by \$3,500; the appropriation for Lincoln-Instructional Supply account by \$1,000; the appropriation for Washington-Staff Development by \$1,000; the appropriation for Special Education-Non Instructional Equipment by \$15,000; the appropriation for Fund Transfers by \$662,211 and to decrease the appropriation for Sevier-Staff Development by \$1,500; the appropriation for Robinson-Instructional Equipment by \$12,650; the appropriation for Robinson-Student Travel by \$950; the appropriation for Adams-Non Instructional Equipment by \$1,000; the appropriation for Adams-Audio Visual account by \$1,600; the appropriation for Jefferson Periodical account by \$600; the appropriation for Jefferson-Staff Development account by \$1,600; the appropriation for Jefferson-Printing account by \$1,000; the appropriation for Jefferson-Principal Travel by \$500; the appropriation for Jefferson-Office Supply account by \$400; the appropriation for Lincoln-Principal Travel by \$1,000; the appropriation for Washington-Non Instructional Equipment account by \$1,000; the appropriation for Special Education-Instructional Equipment account by \$15,000.

The General Project Fund Budget will be amended by increasing the estimated revenue for the Dobyys-Bennett Track Upgrades Project (GP1739) – 2015A General Obligation Bonds by \$37,789; and Transfers from the General Purpose School Fund by \$662,211 and by increasing the appropriation for Architect Fees by \$30,000; the appropriation for Construction Contracts by \$600,000; the appropriation for Equipment by \$70,000. In addition the General Project Fund will be amended by decreasing the estimated revenue for the School Improvements project (GP1513) – 2015A General Obligation

Bonds by \$37,789 and by decreasing appropriation for Construction Contracts by \$37,789.

<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>	\$	\$	\$
141-0000-338-6511 BEP Funds	27,959,000	500,000	28,459,000
141-0000-339-0110 Current Year Property Taxes	18,302,000	650,000	18,952,000
141-0000-339-0120 Trustee Collect Prior Years	375,000	(20,000)	355,000
141-0000-339-0130 Clerk & Master Prior Years	200,000	(60,000)	140,000
141-0000-339-0140 Interest & Penalty	150,000	(20,000)	130,000
141-0000-339-0150 Pick-Up Taxes	200,000	300,000	500,000
141-0000-339-0210 Local Option Sales Tax	9,107,000	350,000	9,457,000
141-0000-392-1300 Fund Balance Appropriation	940,817	947,211	1,888,028
141-0000-392-1300 Track Maint. Res. Appr.	0	15,000	15,000
<b>Totals:</b>	<b>57,233,817</b>	<b>2,662,211</b>	<b>59,896,028</b>

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b>Expenditures:</b>	\$	\$	\$
141-7150-711-0207 Regular Ed. Health Ins.	4,013,100	1,210,000	5,223,100
141-7150-715-0207 Alternative Ed. Health Ins.	72,650	21,900	94,550
141-7150-721-0207 Special Ed. Health Ins.	507,600	153,100	660,700
141-7150-731-0207 Vocational Ed. Health Ins.	108,550	32,700	141,250
141-7250-772-0207 Health Services Health Ins.	92,400	27,900	120,300
141-7250-773-0207 Other Std. Sup. Health Ins.	174,100	52,500	226,600
141-7250-781-0207 Regular Ed. Sup. Health Ins.	222,700	67,200	289,900
141-7250-782-0207 Special Ed. Sup. Health Ins.	49,700	15,000	64,700
141-7250-783-0207 Vocation Ed. Sup. Health Ins.	21,650	6,500	28,150
141-7250-785-0207 Technology Health Ins.	112,250	33,800	146,050
141-7250-792-0207 Superintendent Off. Hlth. Ins.	57,150	17,200	74,350
141-7250-801-0207 Principals Off. Health Ins.	302,350	91,200	393,550
141-7250-811-0207 Finance Health Ins.	38,650	11,700	50,350
141-7250-812-0207 Human Resources Health Ins	43,250	13,000	56,250
141-7250-821-0207 Operations Health Ins.	349,900	105,500	455,400
141-7250-822-0207 Maintenance Health Ins.	159,850	48,200	208,050
141-7250-831-0207 Regular Ed Trans Health In	121,000	36,500	157,500
141-7253-772-0207 Sp Ed Health Ser Health ins	3,200	1,000	4,200
141-7253-831-0207 Sp Ed Trans Health Ins.	48,700	14,700	63,400
141-7312-861-0207 Adams SACC Health Ins.	3,350	1,000	4,350
141-7313-861-0207 Adams ECLC Health Ins.	27,750	8,400	36,150
141-7340-861-0207 Wash. ECLC Health Ins.	46,800	14,100	60,900
141-7341-861-0207 Wash. SACC Health Ins.	16,450	5,000	21,450
141-7350-861-0207 Palmer ECLC Health Ins.	39,300	11,900	51,200
141-7105-711-0722 Robinson-Inst. Equipment	15,174	(12,650)	2,524

141-7205-773-0599 Robinson-Student Travel	2,000	(950)	1,050
141-7605-871-0790 Robinson-Non Inst. Equip.	15,174	13,600	28,774
141-7110-711-0429 Sevier-Inst. Supplies	33,817	(1,500)	32,317
141-7210-871-0457 Sevier-Staff Development	5,650	1,500	7,150
141-7112-711-0433 Adams-Audio Visual	3,836	(1,600)	2,236
141-7212-711-0432 Adams-Library Books	6,292	1,600	7,892
141-7212-781-0599 Adams-Awards & Dues	1,488	1,000	2,488
141-7612-871-0790 Adams-Non Inst. Equipment	7,976	(1,000)	6,976
141-7120-711-0429 Jefferson-Inst. Supplies	22,913	3,500	26,413
141-7120-711-0433 Jefferson-Audio Visual	3,819	600	4,419
141-7220-781-0437 Jefferson-Periodicals	1,505	(600)	905
141-7220-781-0457 Jefferson-Staff Development	3,100	(1,600)	1,500
141-7220-781-0595 Jefferson-Printing	1,754	(1,000)	754
141-7220-801-0355 Jefferson-Principal Travel	2,000	(500)	1,500
141-7220-801-0435 Jefferson-Office Supplies	2,350	(400)	1,950
141-7135-711-0429 Lincoln-Inst. Supplies	21,056	1,000	22,056
141-7235-801-0355 Lincoln-Principal Travel	2,000	(1,000)	1,000
141-7240-781-0457 Washington-Staff Dev.	3,662	1,000	4,662
141-7640-871-0790 Washington-Non Inst. Equip.	8,480	(1,000)	7,480
141-7150-721-0725 Special Ed.-Inst. Equipment	50,000	(15,000)	35,000
141-7653-871-0790 Sp. Ed.-Non Inst. Equipment	0	15,000	15,000
141-7950-811-0590 Fund Transfers	45,750,636	662,211	46,412,847
<b>Totals:</b>	<b>52,597,082</b>	<b>2,662,211</b>	<b>55,259,293</b>

**Fund 311: General Project Fund**  
**School Improvements(GP1513)**

**Revenues:**

311-0000-368-1051 2015A GO Bonds	\$ 319,564	\$ (37,789)	\$ 281,775
<b>Total:</b>	<b>319,564</b>	<b>(37,789)</b>	<b>281,775</b>

**Expenditures:**

311-0000-601-2022 Construction Contracts	\$ 1,456,588	\$ (37,789)	\$ 1,418,799
<b>Total:</b>	<b>1,456,588</b>	<b>(37,789)</b>	<b>1,418,799</b>

**Dobyns-Bennett Track Upgrades (GP1739)**

**Revenues:**

311-0000-368-1051 2015A GO Bonds	\$ 0	\$ 37,789	\$ 37,789
311-0000-391-2100 Transfers from School Fund	0	662,211	662,211
<b>Total:</b>	<b>0</b>	<b>700,000</b>	<b>700,000</b>

**Expenditures:**

311-0000-601-2022 Architect Fees	\$ 0	\$ 30,000	\$ 30,000
311-0000-601-2023 Construction Contracts	0	600,000	600,000
311-0000-601-9004 Equipment	0	70,000	70,000
<b>Total:</b>	<b>0</b>	<b>700,000</b>	<b>700,000</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:

May 2, 2017

KINGSPORT CITY SCHOOLS  
FISCAL YEAR 2016-2017  
BUDGET AMENDMENT NUMBER SIX

**GENERAL PURPOSE SCHOOL FUND**

**ITEM ONE: BEP FUNDS**

Kingsport City Schools were notified in February that we were eligible for growth funds in FY 2017. The estimated amount was \$612,000. This estimate will be adjusted in June to an actual amount. The estimate was based on the membership in the 2<sup>nd</sup> and 3<sup>rd</sup> 20 days reporting periods. Traditionally we see a decrease in membership as the year goes on. We have the numbers that the State based their estimate on and we also have the attendance reports through the 7<sup>th</sup> reporting period. In looking at our membership numbers, we have not been decreasing as we have in the past. Since we will be spending this increase, instead of just letting it close to Fund Balance, I want to be conservative in estimated the actual amount. It is recommended that the estimate for BEP funds be increased by \$500,000.

**ITEM TWO: COUNTY CURRENT YEAR PROPERTY TAXES**

The current estimate for Current Year Property Taxes is \$18,200,000. Based on assessed values and the prior year ADA % the actual for the year would have been close to the original estimate. The ADA adjustment will be approximately \$650,000. It is recommended the estimate for Current Year Property Taxes be increased by \$650,000.

**ITEM THREE: PRIOR YEAR PROPERTY TAXES/ INTEREST AND PENALTY**

The estimates for these accounts total \$725,000. The projected actual amount for the year is \$625,000. It is recommended that the estimates for Prior Year Property Taxes and Interest and Penalty be reduced by a total of \$100,000.

**ITEM FOUR: COUNTY PICK UP TAXES**

The current estimate for County Pick-Up taxes is \$200,000. We have already collected \$500,000. Historically we don't see a lot of collections in the last quarter. It is recommended that the estimate for County Pick-Up Taxes be increased by \$300,000.

**ITEM FIVE: LOCAL OPTION SALES TAX**

The current estimate for Local Option Sales Tax is \$9,107,000. With an estimated \$220,000 ADA adjustment, the year-end projection is \$9,457,000. It is recommended that the estimate for Local Option Sales Tax be increased by \$350,000

**ITEM SIX: DOBYNS-BENNETT TRACK UPGRADES**

There are several items that need to be upgraded or added to the Dobyns-Bennett track facility. Items that need upgraded are; the track surface needs to be replaced, the bleachers need to be replaced, and the lighting needs to be upgraded. Additional needs are to fence in the entire area

and to terrace the hillside to provide additional space for spectators. The estimate to do all of this work is \$670,586 (Detail below). This price does not include terracing the hillside.

Architect/Engineering	\$ 30,000
Remove old track surface	20,000
Repair of base asphalt	10,000
New track surface	391,755
Remove existing bleachers	10,149
New bleachers	69,028
LED lighting	80,896
Fencing	20,800
Contingency 6%	<u>37,958</u>
Total	<u>\$670,586</u>

Because all of the above numbers listed above are preliminary quotes or estimates, it is recommended to establish project funding in the amount of \$700,000. Funding for this project can be provided by 3 different sources. Several years ago there was a reserve established for track maintenance in the amount of \$15,000. These funds are in the General Purpose School Fund. There are also some bond funds remaining in the amount of \$37,789. The balance of 647,211 will need to come from an appropriation from the General Purpose School Fund – Unreserved Fund Balance.

For purposes of a General Purpose School Fund budget amendment it is recommended that an estimated revenue amount be established for Appropriation of Reserve for Track Maintenance in the amount of \$15,000 and to increase the estimated revenue for Fund Balance Appropriations in the amount of \$647,211. It is also recommended that the appropriation for Fund Transfers be increased by \$662,211.

#### **ITEM SEVEN: TRANSFER TO HEALTH INSURANCE FUNDS**

The current deficit in the Health Insurance funds is approximately \$1,960,000. We are still continuing to pay claims, although the weekly amount for the last few weeks has been less than \$5,000. We should still be receiving a couple of quarters of pharmacy rebates, which should be approximately \$200,000. These funds should be received between now and the end of the calendar year. In order to end this fiscal year with a positive balance, I am recommending that \$2,000,000 be transferred from the General Purpose School Fund to the Active Employee and Retiree Health Insurance funds.

This will be funded by the net revenue increases listed in items 1-5. The net amount of those increases is \$1,700,000. The remaining \$300,000 will need to come from the Unreserved Fund Balance. It is recommended that the estimated revenue for Fund Balance Appropriations be increased by \$300,000 and that the appropriation for Funds Transfers be increased by \$2,000,000.

Any funds remaining in the Health Insurance funds at the end of FY 2018 will be transferred back to the General Purpose School Fund.



## ITEM EIGHT: MISCELLANEOUS TRANSFERS

1. Sevier Middle School has requested to transfer \$1,500 from Instructional Supplies to Staff Development.
2. Robinson Middle School has requested to transfer \$12,650 from their Instructional Equipment account and \$950 from their Student Travel account to their Non-Instructional Equipment account (\$13,600). This will provide funds to purchase tables and chairs.
3. Adams Elementary has requested to transfer \$1,000 from their Non-Instructional Equipment account to their Awards and Dues account and to transfer \$1,600 from their Audio-Visual account to their Library Book account.
4. Jefferson Elementary has requested to transfer \$600 from their Library Periodical account to their Library A-V account. They have also requested to transfer \$1,600 from their Staff Development account, \$1,000 from their Printing account, \$500 from their Principal Travel Account, and \$400 from their Office Supply account to their Instructional Supply account (\$3,500).
5. Lincoln Elementary has requested to transfer \$1,000 from their Principal Travel account to their Instructional Supply account.
6. Washington Elementary has requested to transfer \$1,000 from their Non-Instructional Equipment account to their Staff Development account.
7. The Special Education department has requested to transfer \$15,000 from their Instructional Equipment account to their Non-Instructional Equipment account.

It is recommended that these transfers be approved.

## GENERAL PROJECT FUND

### School Improvements FY 14 & 15 – GP1513

This project accounted for the bond funds received in FY 14 (\$1,150,000) and FY 15 (\$350,000). The projects funded with these funds were/are:

Indian Highland Parking Lot	\$ 283,764
Lincoln Cooling Tower	113,250
Robinson Floor Covering	298,474
Sevier Roof	589,332
Lincoln Roof	<u>177,391</u>

Total \$1,462,211

It is recommended that the remaining balance of \$37,789 be transferred to a new project for Dobyys-Bennett Track Upgrades.

### Dobyys-Bennett Track Upgrades – GP1739

The details of this project were given above. It is recommended that a new project be established for Dobyys-Bennett track Upgrades in the amount of \$700,000. Estimated revenue will be established for Transfers from School Fund in the amount of \$662,211 and from Bond Funds in

the amount of \$37,789. Appropriations for Architects, Construction, and Equipment will be established in the amount of \$700,000.

### **FEDERAL PROJECTS FUND**

The estimated revenue and appropriations for the Federal Projects Fund are currently in the amount of \$4,310,909. This amount was based on estimates and information known at the time of initial approval and now needs to be adjusted to the actual amount of the grants. We have received a new IDEA Discretionary grant for \$6,887 and did not receive Carl Perkins Incentive grant of \$5,000.

The details of the changes are shown on the enclosed Schedule of Federal Projects. It is recommended that the estimated revenues and appropriations for the Federal Projects Fund be decreased by the net amount of \$1,826. This will make the revised estimated revenue and appropriation amounts \$4,309,083.

### **SCHOOL SPECIAL PROJECTS FUND**

The estimated revenue and appropriations for active projects within the School Special Projects Fund are currently in the amount of \$1,140,172. The initial budgets for these grants were estimates based on previous year's information. The Transition School to Work grant was new this year, in the amount of \$137,302. There are increases in the Family Resource, the Homeless, the Coordinated School Health programs of \$11,000 that are local donations. There are increases in the grant amounts that total \$8,100 in the Family Resource, Pre-School, Safe Schools grants. There was a decrease in the Homeless and After-School Care grants of \$23,222.

The details of the changes are shown on the enclosed Schedule of School Special Projects. It is recommended that the estimated revenues and appropriations for the School Special Projects Fund be increased by the net amount of \$133,180. This will make the revised estimated revenue and appropriation amounts \$1,273,352.

KINGSPORT CITY SCHOOLS  
SCHEDULE OF FEDERAL PROJECTS  
FISCAL YEAR 2016-2017

PROGRAM	ORIGINAL BUDGET	INCREASE	DECREASE	AMENDED BUDGET
Title I, Part A: Improving Academic Achievement/Disadvantaged	\$ 2,014,556		\$ 2,264	\$ 2,012,292
Focus School Grant	86,000		309	85,691
Title II, Part A: Teacher and Principal Training and Recruiting	308,216		1,294	306,922
Title III, Part A: English Language Acquisition	6,998	\$ 81		7,079
Consolidated Administration	142,187		235	141,952
IDEA, Part-B: Special Education	1,573,144		1,788	1,571,356
IDEA, Pre-School: Special Education	40,125	2,096		42,221
IDEA, Discretionary	0	6,887		6,887
Carl Perkins: Vocational	134,683			134,683
Carl Perkins Incentive Grant: Vocational	5,000		5,000	0
Total Federal Projects	\$ 4,310,909	\$ 9,064	\$ 10,890	\$ 4,309,083

KINGSPORT CITY SCHOOLS  
SCHEDULE OF SCHOOL SPECIAL PROJECTS  
FISCAL YEAR 2016-2017

PROGRAM	ORIGINAL BUDGET	INCREASE	DECREASE	AMENDED BUDGET
Coordinated School Health FY 17	\$ 123,050	\$ 3,000		\$ 126,050
Family Resource Center FY 17	50,000	3,700		53,700
Homeless Education Program FY 17	58,000	5,000	\$ 8,222	54,778
Lottery - After-School Care Grant FY 17	265,000		15,000	250,000
State - Pre-School Grant FY 17	491,322	7,000		498,322
Safe Schools Act Grant FY 17	49,080	400		49,480
Summer STEM Camp FY 17	50,000			50,000
Transition School to Work Grant FY 17	0	137,302		137,302
Truancy Intervention Grant FY 17	53,720			53,720
Total School Special Projects	\$ 1,140,172	\$ 156,402	\$ 23,222	\$ 1,273,352



## 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	—	—	—

PRE-FILED  
CITY RECORDER

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><u>Totals:</u></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><u>Totals:</u></b>	<b>581,093</b>	<b>(50,000)</b>	<b>531,093</b>

**Fund 311: General Project Fund**

**Sullivan & Clay Signal (GP1740)**

<b><u>Revenues:</u></b>	\$	\$	\$
311-0000-368-1051 Series 2015A (Oct) GO PI	0	50,000	50,000
<b><u>Totals:</u></b>	<b>0</b>	<b>50,000</b>	<b>50,000</b>



**Expenditures:**

311-0000-601-9001 Land  
 311-0000-601-9003 Improvements

***Totals:***

\$	\$	\$
0	10,000	10,000
0	40,000	40,000
<b>0</b>	<b>50,000</b>	<b>50,000</b>

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

311-0000-391-6900 Visitors Enhancement Fund

***Totals:***

\$	\$	\$
90,000	42,500	132,500
<b>90,000</b>	<b>42,500</b>	<b>132,500</b>

**Expenditures:**

311-0000-601-9003 Improvements

***Totals:***

\$	\$	\$
90,000	42,500	132,500
<b>90,000</b>	<b>42,500</b>	<b>132,500</b>

**Fund 135: Visitors Enhancement Fund****Expenditures:**

135-1015-405-8015 KCVB (Tourism Council)  
 135-4804-481-7036 Transfer to Gen. Proj. Fund

***Totals:***

\$	\$	\$
75,000	(42,500)	32,500
154,585	42,500	197,085
<b>229,585</b>	<b>0</b>	<b>229,585</b>

**Fund 110: General Fund****Revenues:**

110-0000-364-2000 From Corporations

***Totals:***

\$	\$	\$
19,335	50	19,385
<b>19,335</b>	<b>50</b>	<b>19,385</b>

**Expenditures:**

110-3501-451-4099 Miscellaneous

***Totals:***

\$	\$	\$
9,064	50	9,114
<b>9,064</b>	<b>50</b>	<b>9,114</b>

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

111-0000-391-0100 From General Fund

***Totals:***

\$	\$	\$
5,000	(1,970)	3,030
<b>5,000</b>	<b>(1,970)</b>	<b>3,030</b>

**Expenditures:**

111-0000-601-2011 Printing and Binding  
 111-0000-601-3020 Operating Supplies & Tools

***Totals:***

\$	\$	\$
2,000	(220)	1,780
3,000	(1,750)	1,250
<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

***Totals:***

\$	\$	\$
450,000	40,000	490,000
<b>450,000</b>	<b>40,000</b>	<b>490,000</b>

**Expenditures:**

457-0000-622-9003 Improvements

***Totals:***

\$	\$	\$
450,000	40,000	490,000
<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

***Totals:***

\$	\$	\$
30,000	(30,000)	0
<b>30,000</b>	<b>(30,000)</b>	<b>0</b>

**Expenditures:**

457-0000-622-9003 Improvements

***Totals:***

\$	\$	\$
30,000	(30,000)	0
<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

***Totals:***

\$	\$	\$
125,000	(81,384)	43,616
<b>125,000</b>	<b>(81,384)</b>	<b>43,616</b>

**Expenditures:**

457-0000-622-2022 Construction Contracts

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

457-0000-622-9001 Land

***Totals:***

\$	\$	\$
101,625	(66,823)	34,802
15,000	(14,500)	500
8,375	(61)	8,314
<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

***Totals:***

\$	\$	\$
75,000	(75,000)	0
<b>75,000</b>	<b>(75,000)</b>	<b>0</b>

**Expenditures:**

457-0000-622-2022 Construction Contracts

***Totals:***

\$	\$	\$
75,000	(75,000)	0
<b>75,000</b>	<b>(75,000)</b>	<b>0</b>

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

**Revenues:**

457-0000-391-9500 From Storm Water Fund

***Totals:***

\$	\$	\$
0	186,384	186,384
<b>0</b>	<b>186,384</b>	<b>186,384</b>

**Expenditures:**

457-0000-622-9006 Purchases Over \$5,000

***Totals:***

\$	\$	\$
0	186,384	186,384
<b>0</b>	<b>186,384</b>	<b>186,384</b>

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

**Revenues:**

111-0000-341-1087 Merchandise Sales

111-0000-341-5010 Centennial Merchandise

111-0000-364-3000 From Non-Profits

111-0000-368-9900 Miscellaneous

111-0000-391-0100 From General Fund

***Totals:***

\$	\$	\$
697	766	1,463
1,788	3,555	5,343
0	625	625
-5	0	-5
90,186	0	90,186
<b>92,666</b>	<b>4,946</b>	<b>97,612</b>

**Expenditures:**

111-0000-601-3020 Operating Supplies & Tools

111-0000-631-1010 Salaries & Wages

111-0000-631-1020 Social Security

111-0000-631-1060 Workmen's Comp

111-0000-631-1061 Unemployment Ins.

***Totals:***

\$	\$	\$
87,266	4,946	92,212
4,310	0	4,310
1,000	0	1,000
10	0	10
80	0	80
<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

### Awarding the Proposal for Concession Food Service Distributor for the Kingsport Aquatic Center to H.T. Hackney Company and B.K.T., Inc.

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

Action Form No.: AF-117-2017  
 Work Session: May 15, 2017  
 First Reading: N/A

Final Adoption: May 16, 2017  
 Staff Work By: Committee  
 Presentation By: Chris McCart

#### Recommendation:

Approve the Resolution.

#### Executive Summary:

Proposals were opened on April 26, 2017 for a Concession Food Service Distributor at the Kingsport Aquatic Center. Proposals were solicited by publicly advertising in the Kingsport Times News on April 12, 2017 and by posting the solicitation on our website for 15 calendar days.

Following an internal review, it is staff's recommendation that the City accept the proposals from The H.T. Hackney Company and B.K.T., Inc. for various concessions items & equipment at the Kingsport Aquatic Center. Our decision was based on the fact that H.T. Hackney Co. & B.K.T., Inc. provided the best cost and variety of food service supplies for the City to offer at the concession stand. Additionally, the H.T. Hackney Co. & B.K.T., Inc. can provide weekly delivery with a one day advance ordering which is advantageous based on our market demands for various items during the summer months.

Concession items will be ordered on an as needed basis by the City. The contract will be awarded for a period of one (1) year with a renewal option on an annual basis in (1) one year increments providing all terms, conditions, and costs are acceptable to both parties. The City reserves the right to re-bid at the end of any contract period.

Funding is identified in account # 41950225073190 and is \$75,000 annually.

It is staff's recommendation that the City accept the food service vendors as proposed.

#### Attachments:

1. Resolution
2. Bid Opening Minutes

Funding source appropriate and funds are available: 

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

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

A RESOLUTION AWARDING THE PROPOSAL FOR CONCESSION FOOD SERVICE DISTRIBUTOR FOR THE KINGSPORT AQUATIC CENTER TO THE H.T. HACKNEY COMPANY AND B.K.T., INC.; AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDERS FOR THE SAME

WHEREAS, proposals were opened April 26, 2017 for a Concession Food Service Distributor at the Kingsport Aquatic Center; and

WHEREAS, upon staff review of the proposals the board finds that H.T. Hackney Company and B.K.T., Inc. provided the best cost and variety of food service supplies for the city to offer at the concession stand, 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 contract with H.T. Hackney Company and B.K.T., Inc. for concession food service distribution at the Kingsport Aquatic Center for a period of one (1) year, with a renewal option on an annual basis in (1) one year increments up to three (3) additional years; and

WHEREAS, concession items will be ordered on an as needed basis, and funding is identified in account # 41950225073190.

Now therefore,

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

SECTION I. That the proposal for a Concession Food Service Distributor at the Kingsport Aquatic Center, is awarded to H.T. Hackney Company and to B.K.T., Inc. to be ordered on an as needed basis, and the city manager is authorized to execute purchase orders to the 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 15th 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  
April 26, 2017  
4:00 P.M.

Present: Brent Morelock, Assistant Procurement Manager; Sid Cox, Community Services; and  
Michelle Gillenwater, Purchasing Dept.

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

The Assistant Procurement Manager opened with the following bids:

RFP – CONCESSION FOOD SERVICE DISTRIBUTOR FOR KINGSPORT AQUATIC CENTER	
Vendor:	
BKT, Inc.	
H.T.Hackney	

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



## AGENDA ACTION FORM

### Accept TDOT's Proposal Related to East Center Street to East of Cooks Valley Road Route: SR-126

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

Action Form No.: AF-118-2017  
Work Session: May 15, 2017  
First Reading: N/A

Final Adoption: May 16, 2017  
Staff Work By: Michael Thompson  
Presentation By: Ryan McReynolds

#### **Recommendation:**

Approve the Resolution.

#### **Executive Summary:**

TDOT proposes to construct a project designated and described as "From East Center Street in Kingsport to East of Cooks Valley Road Route: SR-126". This project consists of reconstructing State Route 126 to the general cross sections as listed:

- 4 lanes (divided) from East Center Street to Harbor Chapel (1.46 miles)
- 3 lanes, which include 2 travel lanes and one eastbound truck climbing lane from Harbor Chapel to Old Stage Road (0.62 miles)
- 3 lanes from Old Stage Road to Cook's Valley Road (1.90 miles)

Acceptance of this proposal will permit TDOT to construct this project, and defines the city's maintenance responsibilities once the project is complete. City staff has reviewed TDOT's plans, and recommends the acceptance of TDOT's proposal – Federal Project No.: STP-126(16); State Project No.: 82085-1234-14, 82085-2237-14.

#### **Attachments:**

1. Resolution
2. Proposal (5 pages)
3. Location Map

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

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

A RESOLUTION APPROVING A PROPOSAL WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION RELATED TO A PROJECT DESIGNATED AS "FROM EAST CENTER STREET TO EAST OF COOKS VALLEY ROAD ROUTE: SR-126", AND AUTHORIZING THE MAYOR TO EXECUTE THE PROPOSAL AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE PROPOSAL

WHEREAS, the Tennessee Department of Transportation proposes to construct a project designated and described as "From East Center Street in Kingsport to East of Cooks Valley Road Route: SR-126."; and

WHEREAS, this project consists of reconstructing State Route 126 to the general cross sections as listed: (1) 4 lanes (divided) from East Center Street to Harbor Chapel (1.46 miles), (2) 3 lanes, which include 2 travel lanes and one eastbound truck climbing lane from Harbor Chapel to Old Stage Road (0.62 miles); and (3) 3 lanes from Old Stage Road to Cook's Valley Road (1.90 miles); and

WHEREAS, acceptance of this proposal will permit the Tennessee Department of Transportation to construct this project, and defines the city's maintenance responsibilities once the project is complete; and

WHEREAS, funding is provided in Federal Project No. STP-126(16) and State Project No.: 82085-10234-14, 82085-2237-14.

Now therefore,

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

SECTION I. That the proposal with Tennessee Department of Transportation related to East Center Street to East of Cooks Valley Road Route: SR-126, 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 Proposal with the Tennessee Department of Transportation related to East Center Street to East of Cooks Valley Road Route: SR-126 and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the proposal or this resolution, said proposal being as follows:

**PROPOSAL OF THE DEPARTMENT OF TRANSPORTATION  
OF THE STATE OF TENNESSEE  
TO THE CITY OF KINGSPORT, TENNESSEE**

The DEPARTMENT OF TRANSPORTATION of the State of Tennessee, hereinafter "DEPARTMENT," proposes to construct a project in the City of Kingsport, Tennessee, hereinafter "CITY," designated as Federal Project No. STP-126(16) State Project No. 82085-1234-14, 82085-2237-14, that is described as "From East Center Street in Kingsport to East of Cooks Valley Road Route: SR-126," provided the CITY agrees to cooperate with the DEPARTMENT as set forth in this proposal, so that the general highway program may be carried out in accordance with the intent of the General Assembly of the State.

Accordingly, the parties agree as follows:

1. The term "project" used herein shall mean that portion of Federal Project No. STP 126(16) that is in the corporate limits of the CITY.

2. That in the event any civil actions in inverse condemnation or for damages are instituted by reason of the DEPARTMENT, or its contractor, going upon the highway right-of-way and easements, and constructing said project in accordance with the plans and as necessary to make the completed project functional, it will notify in writing the Attorney General of the State, whose address is 425 Fifth Avenue North, Nashville, Tennessee, 37243, of the institution of each civil action, the complaint and all subsequent pleadings, within ten (10) days after the service of each of the same, under penalty of defending such actions and paying any judgments which result therefrom at its own expense.

3. The CITY will close or otherwise modify any of its roads or other public ways if indicated on the project plans, as provided by law.

4. The CITY will transfer or cause to be transferred to the DEPARTMENT, without cost to the DEPARTMENT, all land owned by the CITY or by any of its instrumentalities as required for right-of-way or easement purposes, provided such land is being used or dedicated for road or other public way purposes.

5. Where privately, publicly or cooperatively owned utility lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water not connected with highway drainage, and other similar commodities, including publicly owned facilities such as fire and police signal systems and street lighting systems are located within the right-of-way of any road or other public way owned by the CITY or any of its instrumentalities, the CITY agrees that it will take any action necessary to require the removal or adjustment of any of the above-described facilities as would conflict with the construction of the project. But the foregoing may not be a duty of the CITY since it shall become operative only after the DEPARTMENT has been unsuccessful in its efforts to provide for said removals or adjustments for the benefit of the CITY.

The foregoing does not apply to those utility facilities which are owned by the CITY or one of its instrumentalities, it being understood that the CITY has the duty to relocate or adjust such facilities, if required, provided the CITY is notified to do so by the DEPARTMENT with detailed advice as to this duty of the CITY.

6. The CITY will maintain any frontage road to be constructed as part of the project;

7. After the project is completed and open to traffic, the CITY will accept for jurisdiction and maintenance such parts of any existing DEPARTMENT highway to be replaced by the project, as shown on the attached map.

The CITY will make no changes or alter any segment of a road on its road system that lies within the limits of the right-of-way acquired for any interchange to be constructed as part of the project and will not permit the installation or relocation of any utility facilities within the right-of-way of any such a segment of one of its roads without first obtaining the approval of the DEPARTMENT.

8. No provision hereof shall be construed as changing the maintenance responsibility of the CITY for such part of the project as may presently be on its highway, street, road or bridge system.

9. It is understood and agreed between the DEPARTMENT and the CITY that all traffic control signs for the control of traffic on a street under the jurisdiction of the CITY and located within the DEPARTMENT's right-of-way shall be maintained and replaced by the CITY.

10. When traffic control devices for the direction or warning of traffic, lighting of roadways or signing, or any of them, which are operated or function by the use of electric current are constructed or installed as part of the project, they will be furnished with electricity and maintained by the CITY.

11. If, as a result of acquisition and use of right-of-way for the project, any building and/or structure improvements become in violation of a CITY setback line or building and/or structure requirement, including, but not limited to, on-premise signs, the CITY agrees to waive enforcement of the CITY setback line or building and/or structure requirement and take other proper governmental action as necessary to accomplish such waiver.

12. If, as a result of acquisition and use of right-of-way for the project, any real property retained by any property owner shall become in violation of a CITY zoning regulation or requirement, the CITY agrees to waive enforcement of the CITY zoning regulation or requirement and take other proper governmental action as necessary to accomplish such waiver.

13. The CITY will not authorize encroachments of any kind upon the right-of-way, nor will the CITY authorize use of the easements for the project in any manner which affects the DEPARTMENT's use thereof.

14. The CITY will obtain the approval of the DEPARTMENT before authorizing parking on the right-of-way and easements for the project.

15. The CITY will not install or maintain any device for the purpose of regulating the movement of traffic on the roadway except as warranted and in conformity with the Manual on Uniform Traffic

Control Devices.

16. If the project is classified as full access control (i.e. a project which has no intersecting streets at grade), then the DEPARTMENT will maintain the completed project. If the project is not classified as full access control, then the DEPARTMENT will maintain the pavement from curb to curb where curbs exist, or will maintain the full width of the roadway where no curbs exist. The CITY agrees to maintain all other parts of non-access control projects; provided, however, that any retaining walls, box culverts, or other like structures constructed as part of the project that support the structural integrity or stability of the roadway surface shall be maintained by the DEPARTMENT.

17. If a sidewalk is constructed as a component of this project, the CITY shall be responsible for maintenance of the sidewalk and shall assume all liability for third-party claims for damages arising from its use of the sidewalk or premises beyond the DEPARTMENT's maintenance responsibilities as set forth in section 17 of this Proposal.

18. When said project is completed, the CITY thereafter will not permit any additional median crossovers, the cutting of the pavement, curbs, gutters and sidewalks, by any person, firm, corporation, or governmental agency, without first obtaining the approval of the DEPARTMENT.

19. The DEPARTMENT will acquire the right-of-way and easements, construct the project and defend any inverse condemnation for damage or civil actions of which the Attorney General has received the notice and pleadings provided for herein; provided, however, that if the project is being constructed pursuant to a contract administered by the DEPARTMENT's Local Programs Development Office, the terms of that contract shall control in the event of a conflict with this Proposal.

20. The project plans hereinbefore identified by number and description are incorporated herein by reference and shall be considered a part of this proposal, including any revisions or amendments thereto, provided a copy of each is furnished to the CITY.

21. The acceptance of this proposal shall be evidenced by the passage of a resolution or by other proper governmental action, which shall incorporate this proposal verbatim or make reference thereto.

IN WITNESS WHEREOF, the DEPARTMENT has caused this proposal to be executed by its duly authorized official on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

[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 proposal set out herein that do not substantially alter the material provisions of the proposal, 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 16th day of May, 2017.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**P R O P O S A L**  
**OF THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF TENNESSEE**  
**TO THE CITY OF KINGSFORT, TENNESSEE:**

The DEPARTMENT OF TRANSPORTATION of the State of Tennessee, hereinafter "DEPARTMENT," proposes to construct a project in the City of Kingsport, Tennessee, hereinafter "CITY," designated as Federal Project No. STP-126(16) State Project No.82085-1234-14,82085-2237-14, that is described as "From East Center Street in Kingsport to East of Cooks Valley Road Route: SR-126," provided the CITY agrees to cooperate with the DEPARTMENT as set forth in this proposal, so that the general highway program may be carried out in accordance with the intent of the General Assembly of the State.

Accordingly, the parties agree as follows:

1. The term "project" used herein shall mean that portion of Federal Project No. STP 126(16) that is in the corporate limits of the CITY.
2. That in the event any civil actions in inverse condemnation or for damages are instituted by reason of the DEPARTMENT, or its contractor, going upon the highway right-of-way and easements, and constructing said project in accordance with the plans and as necessary to make the completed project functional, it will notify in writing the Attorney General of the State, whose address is 425 Fifth Avenue North, Nashville, Tennessee, 37243, of the institution of each civil action, the complaint and all subsequent pleadings, within ten (10) days after the service of each of the same, under penalty of defending such actions and paying any judgments which result therefrom at its own expense.
3. The CITY will close or otherwise modify any of its roads or other public ways if indicated on the project plans, as provided by law.
4. The CITY will transfer or cause to be transferred to the DEPARTMENT, without cost



to the DEPARTMENT, all land owned by the CITY or by any of its instrumentalities as required for right-of-way or easement purposes, provided such land is being used or dedicated for road or other public way purposes.

5. Where privately, publicly or cooperatively owned utility lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water not connected with highway drainage, and other similar commodities, including publicly owned facilities such as fire and police signal systems and street lighting systems are located within the right-of-way of any road or other public way owned by the CITY or any of its instrumentalities, the CITY agrees that it will take any action necessary to require the removal or adjustment of any of the above-described facilities as would conflict with the construction of the project. But the foregoing may not be a duty of the CITY since it shall become operative only after the DEPARTMENT has been unsuccessful in its efforts to provide for said removals or adjustments for the benefit of the CITY.

The foregoing does not apply to those utility facilities which are owned by the CITY or one of its instrumentalities, it being understood that the CITY has the duty to relocate or adjust such facilities, if required, provided the CITY is notified to do so by the DEPARTMENT with detailed advice as to this duty of the CITY.

6. The CITY will maintain any frontage road to be constructed as part of the project;

7. After the project is completed and open to traffic, the CITY will accept for jurisdiction and maintenance such parts of any existing DEPARTMENT highway to be replaced by the project, as shown on the attached map.

8. The CITY will make no changes or alter any segment of a road on its road system that lies within the limits of the right-of-way acquired for any interchange to be constructed as part of the project and will not permit the installation or relocation of any utility facilities within the

right-of-way of any such a segment of one of its roads without first obtaining the approval of the DEPARTMENT.

9. No provision hereof shall be construed as changing the maintenance responsibility of the CITY for such part of the project as may presently be on its highway, street, road or bridge system.

10. It is understood and agreed between the DEPARTMENT and the CITY that all traffic control signs for the control of traffic on a street under the jurisdiction of the CITY and located within the DEPARTMENT's right-of-way shall be maintained and replaced by the CITY.

11. When traffic control devices for the direction or warning of traffic, lighting of roadways or signing, or any of them, which are operated or function by the use of electric current are constructed or installed as part of the project, they will be furnished with electricity and maintained by the CITY.

12. If, as a result of acquisition and use of right-of-way for the project, any building and/or structure improvements become in violation of a CITY setback line or building and/or structure requirement, including, but not limited to, on-premise signs, the CITY agrees to waive enforcement of the CITY setback line or building and/or structure requirement and take other proper governmental action as necessary to accomplish such waiver.

13. If, as a result of acquisition and use of right-of-way for the project, any real property retained by any property owner shall become in violation of a CITY zoning regulation or requirement, the CITY agrees to waive enforcement of the CITY zoning regulation or requirement and take other proper governmental action as necessary to accomplish such waiver.

14. The CITY will not authorize encroachments of any kind upon the right-of-way, nor will the CITY authorize use of the easements for the project in any manner which affects the

DEPARTMENT's use thereof.

15. The CITY will obtain the approval of the DEPARTMENT before authorizing parking on the right-of-way and easements for the project.

16. The CITY will not install or maintain any device for the purpose of regulating the movement of traffic on the roadway except as warranted and in conformity with the Manual on Uniform Traffic Control Devices.

17. If the project is classified as full access control (i.e. a project which has no intersecting streets at grade), then the DEPARTMENT will maintain the completed project. If the project is not classified as full access control, then the DEPARTMENT will maintain the pavement from curb to curb where curbs exist, or will maintain the full width of the roadway where no curbs exist. The CITY agrees to maintain all other parts of non-access control projects; provided, however, that any retaining walls, box culverts, or other like structures constructed as part of the project that support the structural integrity or stability of the roadway surface shall be maintained by the DEPARTMENT.

18. If a sidewalk is constructed as a component of this project, the CITY shall be responsible for maintenance of the sidewalk and shall assume all liability for third-party claims for damages arising from its use of the sidewalk or premises beyond the DEPARTMENT's maintenance responsibilities as set forth in section 17 of this Proposal.

19. When said project is completed, the CITY thereafter will not permit any additional median crossovers, the cutting of the pavement, curbs, gutters and sidewalks, by any person, firm, corporation, or governmental agency, without first obtaining the approval of the DEPARTMENT.

20. The DEPARTMENT will acquire the right-of-way and easements, construct the project and defend any inverse condemnation for damage or civil actions of which the Attorney

General has received the notice and pleadings provided for herein; provided, however, that if the project is being constructed pursuant to a contract administered by the DEPARTMENT's Local Programs Development Office, the terms of that contract shall control in the event of a conflict with this Proposal.

21. The project plans hereinbefore identified by number and description are incorporated herein by reference and shall be considered a part of this proposal, including any revisions or amendments thereto, provided a copy of each is furnished to the CITY.

22. The acceptance of this proposal shall be evidenced by the passage of a resolution or by other proper governmental action, which shall incorporate this proposal verbatim or make reference thereto.

IN WITNESS WHEREOF, the DEPARTMENT has caused this proposal to be executed by its duly authorized official on this the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

THE CITY OF \_\_\_\_\_, TENNESSEE

BY: \_\_\_\_\_  
MAYOR

DATE: \_\_\_\_\_

STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION

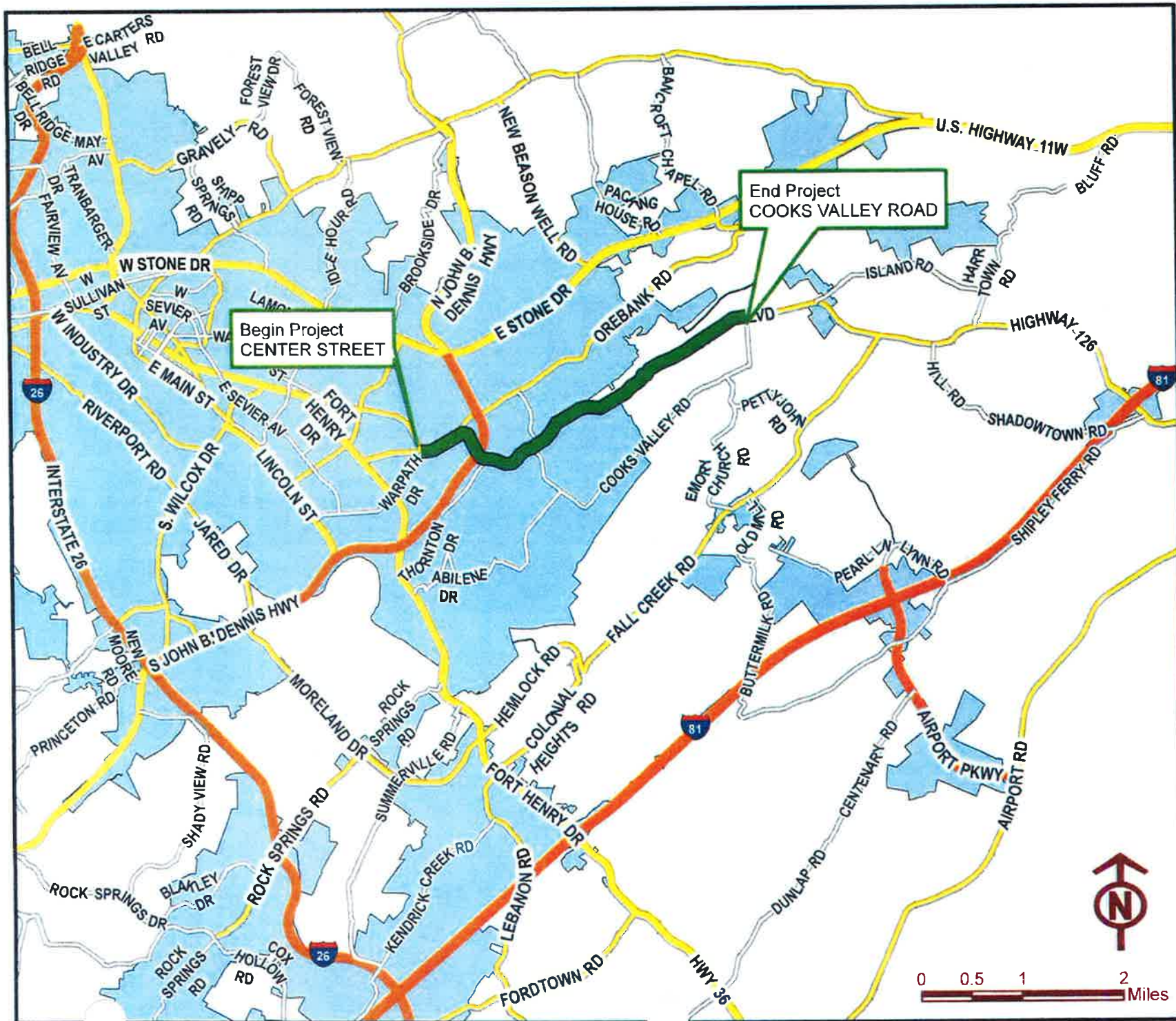
BY: \_\_\_\_\_  
JOHN C. SCHROER  
COMMISSIONER

DATE: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

BY: \_\_\_\_\_  
JOHN REINBOLD  
GENERAL COUNSEL

DATE: \_\_\_\_\_



## Legend

- Collector Street
- Expressway
- Interstate
- Minor Arterial
- Major Arterial
- Kingsport Limits


Project Location Map  
SR-126 (Memorial Blvd.)





## AGENDA ACTION FORM

### **Purchase Furnishings for Water Services Operations Center Located at 1113 Konnarock Road**

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

Action Form No.: AF-112-2017  
 Work Session: May 15, 2017  
 First Reading: N/A

Final Adoption: May 16, 2017  
 Staff Work By: Committee  
 Presentation By: Ryan McReynolds

#### **Recommendation:**

Approve the Resolution.

#### **Executive Summary:**

This resolution will authorize the City Manager to enter a purchase order with Workspace Interiors to provide furnishings for the new Water Services Operations Center located in the former Pet Dairy building at 1113 Konnarock Rd. Included in this building will be all the operational divisions for Drinking Water, Storm Water, and Waste Water.

As a member of the National Joint Powers Alliance, the City of Kingsport can take advantage of nationally leveraged competitively solicited purchasing contracts as allowed by TCA 12-3-1205, Cooperative Purchasing Agreements.


The new furniture will be Steelcase brand provided by Workspace Interiors as the local distributor. It is recommended to approve the purchase order to Workspace Interiors in the amount of \$256,966.13.

This furniture is expected to last 20-25 years. Assuming a 20-year life, this purchase represents an investment of \$144 per employee per year.

Funding is available and identified in the operating budgets for water and wastewater, stormwater (ST1708).

#### **Attachments:**

1. Resolution
2. Furniture Quote
3. Furniture Layout

Funding source appropriate and funds are available: 

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



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

A RESOLUTION APPROVING THE PURCHASE OF OFFICE FURNITURE FOR THE WATER SERVICES OPERATIONS CENTER FROM WORKSPACE INTERIORS AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

WHEREAS, the City of Kingsport, Tennessee is a member of the National Joint Powers Alliance, and can take advantage of nationally leveraged competitively solicited purchasing contracts as allowed by TCA section 12-3-1205, Cooperative Purchasing Agreements; and

WHEREAS, it is recommended to purchase office furniture from Workspace Interiors for the new Water Services Operations Center located in the former Pet Dairy building at 1113 Konnarock Road; and

WHEREAS, the cost of the furniture for the operational divisions for Drinking Water, Storm Water, and Waste Water is \$256,966.13; and

WHEREAS, funding is identified in the operating budgets for water, stormwater and wastewater.

Now therefore,

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

SECTION I. That the purchase of furniture from Workspace Interiors for the Water Services Operations Center is approved and the city manager is authorized to execute a purchase order for same.

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

ADOPTED this the 16th day of May, 2017.

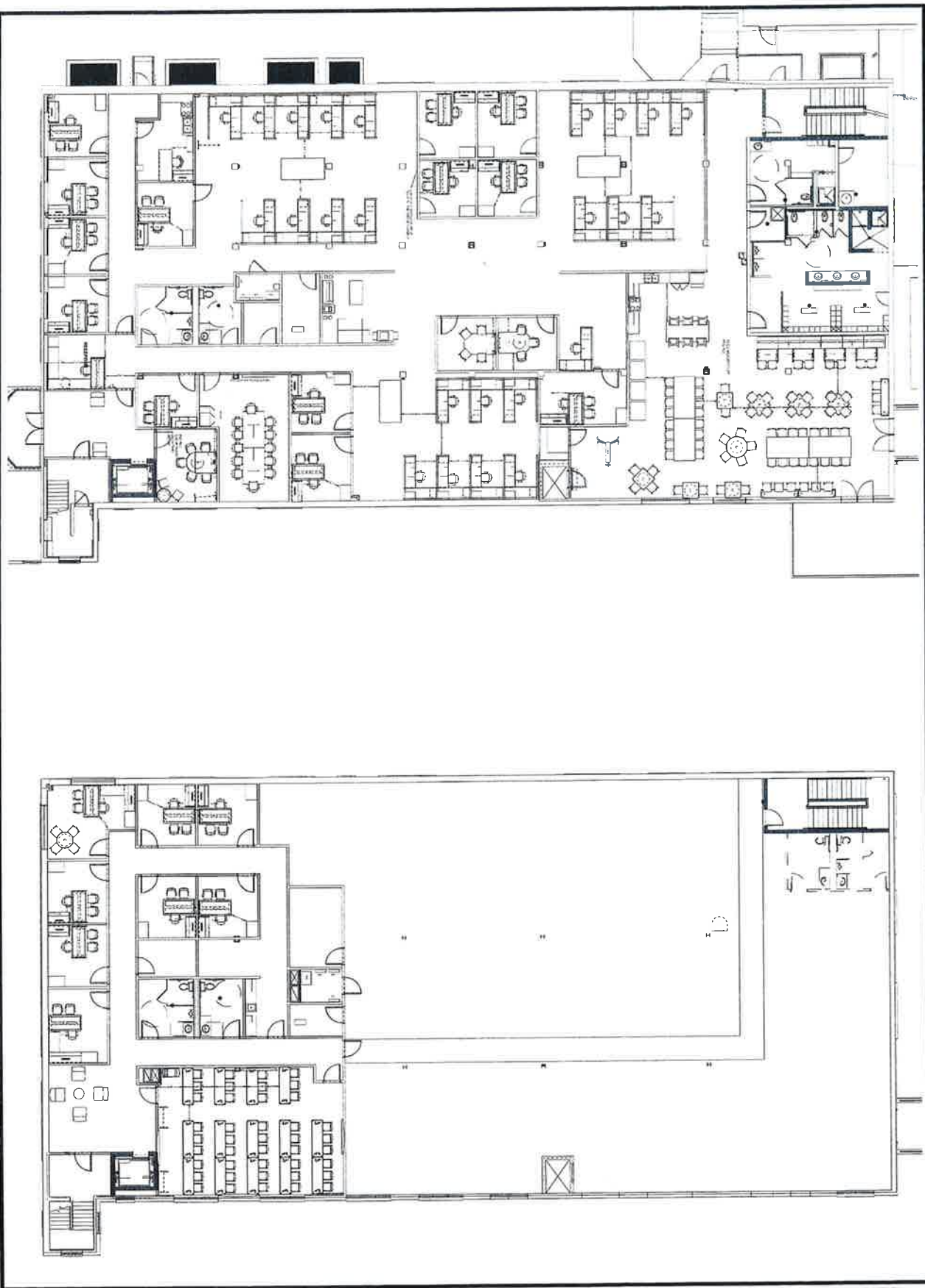
\_\_\_\_\_  
JOHN CLARK, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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



THIS DESIGN CONCEPT AND DRAWING HAVE BEEN PREPARED EXCLUSIVELY FOR INTERNAL USE OF WORKSPACE INTERIORS AND THE CUSTOMER NAMED. THE DRAWING AND ANY DOCUMENTS RELATED TO IT REMAIN THE EXCLUSIVE PROPERTY OF WORKSPACE INTERIORS. NO PART OF THIS DRAWING OR PROPOSAL MAY BE REPRODUCED AND OR DISTRIBUTED WITHOUT THE WRITTEN CONSENT OF WORKSPACE INTERIORS. THESE DRAWINGS ARE NOT ARCHITECTURAL PLANS. THEY DO NOT CONTAIN DETAILS NECESSARY FOR CONSTRUCTION. SHOULD YOU REQUIRE A COMPLETE SET OF ARCHITECTURAL PLANS, WORKSPACE INTERIORS WILL WORK WITH THE ARCHITECT TO DEVELOP THEM.

FF-1	SCALE: N/A	LAST REVISION: 03-01-17	DESIGN DATE: 01-23-17	DESIGNED BY: SHD/KAS	<b>FURNITURE SOLUTION PLAN VIEW</b> <b>KINGSPORT CITY WASTE/WATER</b> STREET ADDRESS: KINGSPORT, TN	<p>         800.555.1515          215 W. Main Street          Suite 300          Kingsport, TN 37663          P: 423.481.2941          F: 423.481.2942          E: info@workspaceinteriors.com          www.workspaceinteriors.com       </p>



THIS DESIGN CONCEPT AND DRAWING HAVE BEEN PROVIDED EXCLUSIVELY FOR INTERNAL USE OF WORKSPACE INTERIORS AND THE CUSTOMER NAMED THE DRAWING AND ANY DOCUMENTS RELATED TO IT REMAIN THE EXCLUSIVE PROPERTY OF WORKSPACE INTERIORS. NO PART OF THIS DRAWING OR PROPOSAL MAY BE REPRODUCED WITHOUT THE WRITTEN CONSENT OF WORKSPACE INTERIORS. THESE DRAWINGS ARE NOT ARCHITECTURAL PLANS. THEY DO NOT CONTAIN DETAILS NECESSARY FOR CONSTRUCTION. SHOW-2 YOU REQUIRE A COMPLETE SET OF ARCHITECTURAL PLANS. WORKSPACE INTERIORS WILL WORK WITH THE ARCHITECT TO DEVELOP THEM.

FF-2

SCALE: N/A	LAST REVISION: 03-01-17	ORIGINAL DATE: 01-25-17	DRAWN BY: [signature]	PROJ. MGR: [signature]
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## FURNITURE SOLUTION PLAN RENDERING KINGSPORT CITY WASTE/WATER

STREET ADDRESS:

KINGSPORT, TN

**workspace**  
interiors

Workspace Inc.  
1000 N. Main Street  
Kingsport, TN 37629  
423-247-1000  
www.workspaceinteriors.com





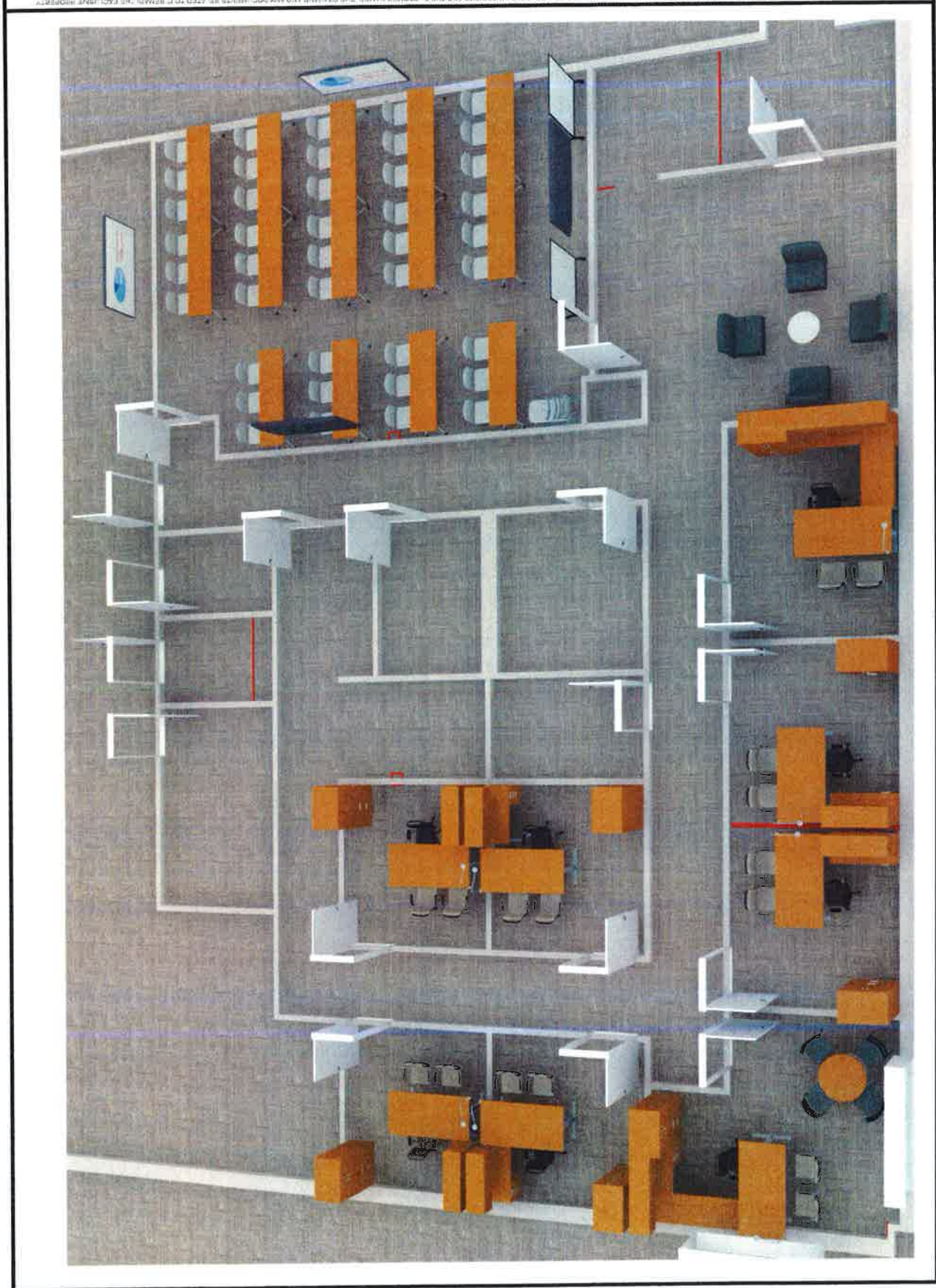
"THIS DESIGN CONCEPT AND DRAWING HAVE BEEN PREPARED EXCLUSIVELY FOR INTERNAL USE OF WORKSPACE INTERIORS AND THE CUSTOMER NAMED. THE DRAWING AND ANY DOCUMENTS RELATED TO IT REMAIN THE EXCLUSIVE PROPERTY OF WORKSPACE INTERIORS. NO PART OF THIS DRAWING OR PROPOSAL MAY BE REPRODUCED OR DISTRIBUTED WITHOUT THE WRITTEN CONSENT OF WORKSPACE INTERIORS. THESE DRAWINGS ARE NOT ARCHITECTURAL PLANS. THEY DO NOT CONTAIN DETAILS NECESSARY FOR CONSTRUCTION. SHOULD YOU REQUIRE A COMPLETE SET OF ARCHITECTURAL PLANS, WORKSPACE INTERIORS WILL WORK WITH THE ARCHITECT TO DEVELOP THEM."

FF-3	SCALE: 1/8"=1'-0"	LAST REVISION: 08-01-17	ORIGINAL DATE: 01-25-17	DRAWN BY: PROJ. MGR.	<b>FURNITURE SOLUTION PLAN RENDERING</b> <b>KINGSPORT CITY WASTE/WATER</b>  STREET ADDRESS:  KINGSPORT, TN	workspace interiors design solutions  10000 W. 10TH AVE. SUITE 100 DENVER, CO 80202 (303) 751-1000 WWW.WORKSPACEINTERIORS.COM



<b>FF-4</b> SCALE: 1/8" = 1'-0"		LATEST REVISION: 03-01-17 ORIGINAL DATE: 01-26-17 DRAWN BY: [blank] CHECKED BY: [blank]	PROJECT: Kingsport City Waste Water-Regrain Building SHEET: 2ND FL. REND.
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THIS DESIGN DOCUMENT AND DRAWING HAVE BEEN PREPARED EXCLUSIVELY FOR THE INTERIOR USE OF THE CLIENT. NO PART OF THIS DRAWING OR ANY INFORMATION CONTAINED HEREIN SHALL BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN CONSENT OF THE DESIGNER. THESE DRAWINGS ARE NOT ARCHITECTURAL PLANS, THEY DO NOT CONFORM TO ALL REQUIREMENTS OF THE BUILDING CODES. THE DRAWING AND ANY SPECIFICATIONS REFERRED TO THEREIN ARE EXCLUSIVE PROPERTY OF WORKSPACE INTERIORS AND SHOULD YOU REQUIRE A COPY, THE SET OF ARCHITECTURAL PLANS, WORKSPACE INTERIORS WILL WORK WITH THE ARCHITECT TO DEVELOP THEM.



# OFFICE TYPICAL



# WORKSTATION TYPICAL

THIS DESIGN CONCEPT AND DRAWING HAVE BEEN PREPARED EXCLUSIVELY FOR THE INTENTIAL USE OF WORKSPACE INTERIORS AND THE CUSTOMER NAMED. THE DRAWING AND ANY DOCUMENTS RELATED TO IT REMAIN THE EXCLUSIVE PROPERTY OF WORKSPACE INTERIORS. NO PART OF THIS DRAWING OR PROPOSAL MAY BE REPRODUCED OR COPIED WITHOUT THE WRITTEN CONSENT OF WORKSPACE INTERIORS. THESE DRAWINGS ARE NOT ARCHITECTURAL PLANS; THEY DO NOT CONTAIN THE DETAIL NECESSARY FOR CONSTRUCTION. SHOULD YOU REQUIRE A COMPLETE SET OF ARCHITECTURAL PLANS, WORKSPACE INTERIORS WILL WORK WITH THE ARCHITECT TO DEVELOP THEM.

## FURNITURE SOLUTION TYPICALS KINGSPORT CITY WASTEWATER

STREET ADDRESS

KINGSPORT TN

workspace  
interiors  
design solutions

3000 BLOOMINGDALE BLVD  
KINGSPORT, TN 37760  
731.246.1234  
www.workspaceinteriors.com

DRAWN BY	PROJECTOR
ORIGINAL DATE	01-26-17
LAST REVISION	02-01-17
SCALE	N/A
FF-5	



A

B

C

D

E



MOBILE BOX/FILE

LATERAL  
FILE/STORAGE  
CABINET

## TALL BOOKCASE

3 DRAWER  
LATERAL FILE

2 DRAWER  
LATERAL FILE  
WITH  
STACKING  
BOOKCASE

[illegible]

## OPTIONAL STORAGE

KINGSPORT CITY WASTE/WATER

statistik-analyse

KINGSPORT™

**workspace  
interiors**

design studio inc.

600 W. 17th St., Suite 100  
Chicago, IL 60604  
Tel: 312.891.1100  
Fax: 312.891.1101  
www.workspaceinteriors.com

PROJECT/Sikingsport City Waste Water/Kingsport City Waste Water-NEW BUILDING emdw

3/12/2017 12:20:15 PM

Quote	Quote Date	Customer Order	Customer	Account Representative	Project
27319	4/27/2017		KIN013	ADAM GRAY	

Quote To

Kingsport City Purchasing  
SANDY CRAWFORD  
625 INDUSTRY DR  
Kingsport, TN 37660-3519

Ship To

Kingsport City Purchasing  
SANDY CRAWFORD  
625 INDUSTRY DR  
Kingsport, TN 37660-3519

Phone 1.423.229.9416

Phone 1.423.229.9416

CRAWFORDS@CI.KINGSPORT.TN.US

CRAWFORDS@CI.KINGSPORT.TN.US

Terms 30 Days Upon Receipt

Sales Location CORPORATE OFFICE

KPT CITY WASTEWATER BLD

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
PRICED ON GROUP PURCHASING AGREEMENT National Joint Power Alliance For the City Of Kingsport				
BEG		Meeting Space		
1	4	490710 STEELCASE MOVE; STOOL, PLASTIC BACK, NO ARMS, GLIDES FRAME :7239 MIDNIGHT SHELL :6205 BLACK UPHLSTRY:5G65 TORNADO OPTIONS ** OPTIONS ** GLIDES *OPT:GLIDES HARD GLD STD:HARD GLIDES OPT ACC *OPT:OPTIONAL ACCESSORIES	241.96	967.84
		Tag For MOVE MEETING SPACES		
2	4	490410VC STEELCASE MOVE; CHAIR, PLASTIC BACK, NO ARMS, CASTERS UPHLSTRY:5G65 TORNADO	151.80	607.20
		Tag For MOVE		

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Quote	Quote Date	Customer Order	Customer	Account Representative	Project
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Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
3	14	MEETING SPACES 466160MTVA STEELCASE REPLY; CHAIR, MESH BACK, SWIVEL BASE, HEIGHT / PIVOT / DEPTH ADJUSTABLE ARMS, BUZZ2 FABRIC ON SEAT, LUMBAR BACK :AR02 AIR BLACK BASE :6205 BLACK FRAME :6205 BLACK UPHLSTRY:5G65 TORNADO OPTIONS ** OPTIONS ** CASTERS *OPT:CASTERS OPTION HARD CST STD:HARD CASTERS Tag For REPLY MEETING SPACES	340.40	4,765.60
4	5	466452MT STEELCASE REPLY; CHAIR, MESH, LEG BASE, ARMS BACK :AR02 AIR BLACK FRAME :7207 BLACK UPHLSTRY:5F17 BLACK OPTIONS ** OPTIONS ** CASTERS *OPT:CASTERS OPTION HARD GLD HARD GLIDE OPT ACC *OPT:OPTIONAL ACCESSORIES Tag For REPLY MEETING SPACES	258.98	1,294.90
5	50	477100 STEELCASE MAX STACKER III; CHAIR SHELL FINISH: PLASTIC - PG1 6259 - MIDNIGHT(SOLAR BLACK) FRAME FINISH: SMOOTH PAINT 7000 - BLACK TABLET: NO TABLET BOOKRACK: NO BOOKRACK GLIDES: HARD GLIDES	85.69	4,284.50
6	1	TS5ACSB2448B STEELCASE CREDENZA-BUFFET, BOX DRAWERS / DOORS, 24D X 48W BASIC :26L1 NATURAL CHERRY (VERSION 2) LPL TOP-SURF:26L1 NATURAL CHERRY (VERSION 2) LPL	766.26	766.26

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Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
		OPTIONS ** OPTIONS ** EDGE *OPT:EDGE PROFILE OPTIONS FLAT STD:FLAT EDGE PROFILE DOOR OPT *OPT:DOOR OPTIONS NO LOCK STD:DOOR WITHOUT LOCK PULL OPT *OPT:PULL OPTIONS LEDGEPLT LEDGE PULL PLATINUM Tag For MEETING SPACES		
7	1	UADJ4 STEELCASE LEG-ADJUSTABLE HEIGHT, PACKAGE QUANTITY 4, GLIDES LEGS :4750 CHAMPAGNE METALLIC Tag For MEETING SPACES	337.44	337.44
8	2	TS5ATRE4896 STEELCASE TABLE TOP-RECTANGULAR, 48D X 96W TOP-SURF:26L1 NATURAL CHERRY (VERSION 2) LPL OPTIONS ** OPTIONS ** POWER *OPT:POWER OPTIONS PWRUNITS POWER UNITS Tag For MEETING SPACES	635.11	1,270.22
9	4	TS5ATBR24 STEELCASE BASE-TABLE, RECTANGULAR, 24D X 4W X 28H BASIC :26L1 NATURAL CHERRY (VERSION 2) LPL Tag For MEETING SPACES	207.26	829.04
10	1	BFS2460 STEELCASE TABLE-STRAIGHT, 24D X 59 3/4W EDGE :6034 NATURAL CHERRY TOP-SURF:2412 NATURAL CHERRY Tag For MEETING SPACES	136.04	136.04
11	1	TS4TBASE285 STEELCASE BASE, 28 DIA BASE X 5 DIA COL BASE :4750 CHAMPAGNE METALLIC Tag For MEETING SPACES	317.34	317.34
12	1	TS4TBASE285 STEELCASE	317.34	317.34

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Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
13	1	Tag For BASE, 28 DIA BASE X 5 DIA COL BASE :4750 CHAMPAGNE METALLIC MEETING SPACES TS4TCAFE285 STEELCASE BASE-CAFÉ, 28 DIA X 5 DIA COL BASE :4750 CHAMPAGNE METALLIC MEETING SPACES	329.38	329.38
14	2	Tag For BADJ STEELCASE LEG-ADJUSTABLE HEIGHT, GLIDES LEGS :4750 CHAMPAGNE METALLIC MEETING SPACES	88.16	176.32
15	3	Tag For TS4S4866 STEELCASE SCREEN, 48W X 66H FRAME :4799 PLATINUM METALLIC SURF-1 :7655 E3 ENVIRONMENTAL CERAMICSTEEL SURF-2 :7655 E3 ENVIRONMENTAL CERAMICSTEEL OPTIONS ** OPTIONS ** FAB DIR *OPT:FABRIC DIRECTION SURF-1 SURF-1 DIRECTION HORZ STD:HORIZONTAL APPLICATION SURF-2 SURF-2 DIRECTION HORZ STD:HORIZONTAL APPLICATION CAST OPT *OPT:LEVELERS OPTION CASTERS STD:CASTERS PEGS OPT *OPT:FLIP CHART PEGS OPTION TOPCAP STD:TOP CAP Tag For SC/48/66 MEETING SPACES	413.66	1,240.98
16	1	Tag For TS5ATR48120 STEELCASE TABLE TOP-RACETRACK, 48D X 120W TOP-SURF:26L1 NATURAL CHERRY (VERSION 2) LPL OPTIONS ** OPTIONS ** POWER *OPT:POWER OPTIONS NO PWR NO POWER	408.93	408.93

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Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
17	2	BFR54 STEELCASE TABLE-ROUND, 54 DIA EDGE :6034 NATURAL CHERRY TOP-SURF:2412 NATURAL CHERRY Tag For MEETING SPACES	245.10	490.20
18	1	DSPSDUOC STEELCASE POWER STRIP-USB, 2 OUTLETS, CLAMP MOUNT BASIC :4140 ARCTIC WHITE GLOSS Tag For MEETING SPACES	143.00	143.00
Subsection Sub Total				18,682.53
Subsection Total				18,682.53
FND	Subsection			
MEG	Subsection	OFFICES		
19	1	TS2PBBF22U STEELCASE PEDESTAL, BOX / BOX / FILE, UNDER WORKSURFACE, 22D BASIC :4750 CHAMPAGNE METALLIC KEYS :SK PLUG OPTIONS ** OPTIONS ** PULLS *OPT:PULL OPTIONS LEDGE LEDGE PULL PULL PULL METALLIC *PULL:METALLIC PAINT 4799 PLATINUM METALLIC Tag For BBF OFFICES	213.20	213.20
20	1	TS2PFF22U STEELCASE PEDESTAL, FILE / FILE, UNDER WORKSURFACE, 22D BASIC :4750 CHAMPAGNE METALLIC KEYS :SK PLUG OPTIONS ** OPTIONS ** PULLS *OPT:PULL OPTIONS LEDGE LEDGE PULL PULL PULL METALLIC *PULL:METALLIC PAINT	204.40	204.40

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Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
21	7	4799 PLATINUM METALLIC FF OFFICES	425.96	2,981.72
		4821410V STEELCASE AMIA; CHAIR, UPHOLSTERED, HEIGHT / WIDTH / PIVOT / DEPTH ADJUSTABLE ARMS PLASTIC :6205 BLACK UPHLSTRY:5S25 GRAPHITE OPTIONS ** OPTIONS ** ARMS *OPT:ARM OPTIONS H/W/P/D H/W/P/D ARMS SEAT HGT *OPT:BASE ASSY HEIGHT RANGE 5" RANGE 5" PNEU SEAT HEIGHT RANGE BASE OPT *OPT:BASE OPTION PLASTIC PLASTIC BASE CASTERS CASTERS HARD CST STD:HARD CASTERS		
22	16	Tag For AMIA OFFICES	340.40	5,446.40
		466160MTVA STEELCASE REPLY; CHAIR, MESH BACK, SWIVEL BASE, HEIGHT / PIVOT / DEPTH ADJUSTABLE ARMS, BUZZ2 FABRIC ON SEAT, LUMBAR BACK :AR02 AIR BLACK BASE :6205 BLACK FRAME :6205 BLACK UPHLSTRY:5G65 TORNADO OPTIONS ** OPTIONS ** CASTERS *OPT:CASTERS OPTION HARD CST STD:HARD CASTERS		
23	43	Tag For REPLY OFFICES 466452MT STEELCASE REPLY; CHAIR, MESH, LEG BASE, ARMS BACK :AR02 AIR BLACK FRAME :7207 BLACK UPHLSTRY:5F17 BLACK OPTIONS ** OPTIONS ** CASTERS *OPT:CASTERS OPTION	258.98	11,136.14

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Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
24	1	Tag For HARD GLD HARD GLIDE OPT ACC *OPT:OPTIONAL ACCESSORIES REPLY OFFICES TS5TLBK3666 STEELCASE BOOKCASE, 36W X 66H BASIC :26L1 NATURAL CHERRY (VERSION 2) LPL TOP-SURF:26L1 NATURAL CHERRY (VERSION 2) LPL	275.63	275.63
25	1	Tag For BC/5H/36 OFFICES TS5TL2436F2 STEELCASE LATERAL FILE-FREESTANDING, 24D X 28 1/2H X 36W BASIC :26L1 NATURAL CHERRY (VERSION 2) LPL EDGE :6034 NATURAL CHERRY FRONT :26L1 NATURAL CHERRY (VERSION 2) LPL LOCK :9201 POLISHED CHROME TOP-SURF:26L1 NATURAL CHERRY (VERSION 2) LPL OPTIONS ** OPTIONS ** PULLS *OPT:PULL OPTIONS LEDGE LEDGE PULL PULL PULL METALLIC *PULL:METALLIC PAINT 4799 PLATINUM METALLIC	458.81	458.81
26	1	Tag For LF/2/36 OFFICES TS5TLWD42 STEELCASE OVERHEAD STORAGE-WALL MOUNT, DOORS, 42W BASIC :26L1 NATURAL CHERRY (VERSION 2) LPL FRONT :26L1 NATURAL CHERRY (VERSION 2) LPL TOP-SURF:26L1 NATURAL CHERRY (VERSION 2) LPL	280.79	280.79

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Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
27	18	OPTIONS ** OPTIONS ** LOCK OPT *OPT:LOCK OPTION WITHLOCK S/C REMOVABLE LOCK LOCK LOCK POL CHR *LOCK:POLISHED CHROME 9201 POLISHED CHROME Tag For 16/42 OFFICES	315.62	5,681.16
		TS5TLWD48 STEELCASE OVERHEAD STORAGE-WALL MOUNT, DOORS, 48W BASIC :26L1 NATURAL CHERRY (VERSION 2) LPL FRONT :26L1 NATURAL CHERRY (VERSION 2) LPL TOP-SURF:26L1 NATURAL CHERRY (VERSION 2) LPL OPTIONS ** OPTIONS ** LOCK OPT *OPT:LOCK OPTION WITHLOCK S/C REMOVABLE LOCK LOCK LOCK POL CHR *LOCK:POLISHED CHROME 9201 POLISHED CHROME Tag For 16/48 OFFICES		
28	2	TS5TLWD60 STEELCASE OVERHEAD STORAGE-WALL MOUNT, DOORS, 60W BASIC :26L1 NATURAL CHERRY (VERSION 2) LPL FRONT :26L1 NATURAL CHERRY (VERSION 2) LPL TOP-SURF:26L1 NATURAL CHERRY (VERSION 2) LPL OPTIONS ** OPTIONS ** LOCK OPT *OPT:LOCK OPTION WITHLOCK S/C REMOVABLE LOCK LOCK LOCK POL CHR *LOCK:POLISHED CHROME 9201 POLISHED CHROME Tag For 16/60	382.27	764.54

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27319	4/27/2017		KIN013	ADAM GRAY	

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
29	1	OFFICES TS5TLWD72 STEELCASE OVERHEAD STORAGE-WALL MOUNT, DOORS, 72W BASIC :26L1 NATURAL CHERRY (VERSION 2) LPL FRONT :26L1 NATURAL CHERRY (VERSION 2) LPL TOP-SURF:26L1 NATURAL CHERRY (VERSION 2) LPL OPTIONS ** OPTIONS ** LOCK OPT *OPT:LOCK OPTION WITHLOCK S/C REMOVABLE LOCK LOCK LOCK POL CHR *LOCK:POLISHED CHROME 9201 POLISHED CHROME Tag For 16/72 OFFICES	450.21	450.21
30	1	TS5TLBBF22M STEELCASE PEDESTAL-MOBILE, BOX / BOX / FILE, 22D X 27H BASIC :26L1 NATURAL CHERRY (VERSION 2) LPL EDGE :6034 NATURAL CHERRY FRONT :26L1 NATURAL CHERRY (VERSION 2) LPL LOCK :9201 POLISHED CHROME TOP-SURF:26L1 NATURAL CHERRY (VERSION 2) LPL OPTIONS ** OPTIONS ** PULLS *OPT:PULL OPTIONS LEDGE LEDGE PULL PULL PULL METALLIC *PULL:METALLIC PAINT 4799 PLATINUM METALLIC Tag For BBF OFFICES	366.79	366.79
31	3	TS5LBBF23U STEELCASE PEDESTAL-UNDER WORKSURFACE, BOX / BOX / FILE, 23D X 27H BASIC :26L1 NATURAL CHERRY (VERSION	282.94	848.82

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Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
32	9	2) LPL FRONT :26L1 NATURAL CHERRY (VERSION 2) LPL LOCK :9201 POLISHED CHROME OPTIONS ** OPTIONS ** PULLS *OPT:PULL OPTIONS LEDGE LEDGE PULL PULL PULL METALLIC *PULL:METALLIC PAINT 4799 PLATINUM METALLIC Tag For BBF OFFICES	414.52	3,730.68
		TS5TLRL2448 STEELCASE RETURN, LEFT HAND, 24D X 48W BASIC :26L1 NATURAL CHERRY (VERSION 2) LPL EDGE :6034 NATURAL CHERRY FRONT :26L1 NATURAL CHERRY (VERSION 2) LPL LOCK :9201 POLISHED CHROME TOP-SURF:26L1 NATURAL CHERRY (VERSION 2) LPL OPTIONS ** OPTIONS ** PED OPT *OPT:SINGLE PEDESTAL OPTIONS BBF PED BOX-BOX-FILE PEDESTAL PULLS *OPT:PULL OPTIONS LEDGE LEDGE PULL PULL PULL METALLIC *PULL:METALLIC PAINT 4799 PLATINUM METALLIC MOD PNL *OPT:MODESTY PANEL OPTIONS QTR MOD QUARTER HEIGHT MODESTY PANEL Tag For 24/48 OFFICES		
33	1	TS5TLRR2442 STEELCASE RETURN, RIGHT HAND, 24D X 42W BASIC :26L1 NATURAL CHERRY (VERSION 2) LPL EDGE :6034 NATURAL CHERRY	380.12	380.12

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Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
34	9	FRONT :26L1 NATURAL CHERRY (VERSION 2) LPL LOCK :9201 POLISHED CHROME TOP-SURF:26L1 NATURAL CHERRY (VERSION 2) LPL OPTIONS ** OPTIONS ** PED OPT *OPT:SINGLE PEDESTAL OPTIONS BBF PED BOX-BOX-FILE PEDESTAL PULLS *OPT:PULL OPTIONS LEDGE LEDGE PULL PULL PULL METALLIC *PULL:METALLIC PAINT 4799 PLATINUM METALLIC MOD PNL *OPT:MODESTY PANEL OPTIONS QTR MOD QUARTER HEIGHT MODESTY PANEL Tag For 24/42 OFFICES	414.52	3,730.68
		TS5TLRR2448 STEELCASE RETURN, RIGHT HAND, 24D X 48W BASIC :26L1 NATURAL CHERRY (VERSION 2) LPL EDGE :6034 NATURAL CHERRY FRONT :26L1 NATURAL CHERRY (VERSION 2) LPL LOCK :9201 POLISHED CHROME TOP-SURF:26L1 NATURAL CHERRY (VERSION 2) LPL OPTIONS ** OPTIONS ** PED OPT *OPT:SINGLE PEDESTAL OPTIONS BBF PED BOX-BOX-FILE PEDESTAL PULLS *OPT:PULL OPTIONS LEDGE LEDGE PULL PULL PULL METALLIC *PULL:METALLIC PAINT 4799 PLATINUM METALLIC MOD PNL *OPT:MODESTY PANEL OPTIONS QTR MOD QUARTER HEIGHT MODESTY PANEL Tag For 24/48		



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Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
35	1	OFFICES TS5TLDS2454 STEELCASE SHELL-DESK, 24D X 54W BASIC :26L1 NATURAL CHERRY (VERSION 2) LPL EDGE :6034 NATURAL CHERRY TOP-SURF:26L1 NATURAL CHERRY (VERSION 2) LPL OPTIONS ** OPTIONS ** MOD PNL *OPT:MODESTY PANEL OPTIONS FULL MOD STD:FULL HEIGHT MODESTY PANEL EP OPT *OPT:END PANEL OPTIONS 2 CAEP TWO CLEAR ACCESS END PANELS Tag For 24/54 OFFICES	219.30	219.30
36	1	OFFICES TS5TLDS2460 STEELCASE SHELL-DESK, 24D X 60W BASIC :26L1 NATURAL CHERRY (VERSION 2) LPL EDGE :6034 NATURAL CHERRY TOP-SURF:26L1 NATURAL CHERRY (VERSION 2) LPL OPTIONS ** OPTIONS ** MOD PNL *OPT:MODESTY PANEL OPTIONS FULL MOD STD:FULL HEIGHT MODESTY PANEL EP OPT *OPT:END PANEL OPTIONS 2FULLEPS STD:TWO FULL END PANELS Tag For 24/60 OFFICES	222.31	222.31
37	1	OFFICES TS5TLDS2472 STEELCASE SHELL-DESK, 24D X 72W BASIC :26L1 NATURAL CHERRY (VERSION 2) LPL EDGE :6034 NATURAL CHERRY TOP-SURF:26L1 NATURAL CHERRY (VERSION 2) LPL OPTIONS ** OPTIONS ** MOD PNL *OPT:MODESTY PANEL OPTIONS	241.23	241.23

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Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
38	1	FULL MOD STD:FULL HEIGHT MODESTY PANEL EP OPT *OPT:END PANEL OPTIONS 2FULLEPS STD:TWO FULL END PANELS Tag For 24/72 OFFICES TS5TLDS2496 STEELCASE SHELL-DESK, 24D X 96W BASIC :26L1 NATURAL CHERRY (VERSION 2) LPL EDGE :6034 NATURAL CHERRY TOP-SURF:26L1 NATURAL CHERRY (VERSION 2) LPL OPTIONS ** OPTIONS ** MOD PNL *OPT:MODESTY PANEL OPTIONS FULL MOD STD:FULL HEIGHT MODESTY PANEL EP OPT *OPT:END PANEL OPTIONS CALH FRH CLEAR ACCESS LH, FULL RH - EN Tag For 24/96 OFFICES	403.34	403.34
39	1	TS5TLDS3072 STEELCASE SHELL-DESK, 30D X 72W BASIC :26L1 NATURAL CHERRY (VERSION 2) LPL EDGE :6034 NATURAL CHERRY TOP-SURF:26L1 NATURAL CHERRY (VERSION 2) LPL OPTIONS ** OPTIONS ** MOD PNL *OPT:MODESTY PANEL OPTIONS FULL MOD STD:FULL HEIGHT MODESTY PANEL EP OPT *OPT:END PANEL OPTIONS 2FULLEPS STD:TWO FULL END PANELS Tag For 30/72 OFFICES	254.99	254.99
40	1	TS5ALATF3 STEELCASE LATERAL FILE-FREESTANDING, 3 DRAWERS, 20D X 36W X 42H	761.10	761.10

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Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
41	14	BASIC :26L1 NATURAL CHERRY (VERSION 2) LPL LOCK :9201 POLISHED CHROME TOP-SURF:26L1 NATURAL CHERRY (VERSION 2) LPL OPTIONS ** OPTIONS ** EDGE *OPT:EDGE PROFILE OPTIONS FLAT STD:FLAT EDGE PROFILE PULL OPT *OPT:PULL OPTIONS LEDGEPLT LEDGE PULL PLATINUM TS5TL2436F2 STEELCASE LATERAL FILE-FREESTANDING, 24D X 28 1/2H X 36W BASIC :26L1 NATURAL CHERRY (VERSION 2) LPL EDGE :6034 NATURAL CHERRY FRONT :26L1 NATURAL CHERRY (VERSION 2) LPL LOCK :9201 POLISHED CHROME TOP-SURF:26L1 NATURAL CHERRY (VERSION 2) LPL OPTIONS ** OPTIONS ** PULLS *OPT:PULL OPTIONS LEDGE LEDGE PULL PULL PULL METALLIC *PULL:METALLIC PAINT 4799 PLATINUM METALLIC Tag For LF/2/36	458.81	6,423.34
42	23	TS5TLBF22M STEELCASE PEDESTAL-MOBILE, BOX / FILE, 22D X 21 1/2H BASIC :26L1 NATURAL CHERRY (VERSION 2) LPL EDGE :6034 NATURAL CHERRY FRONT :26L1 NATURAL CHERRY (VERSION 2) LPL LOCK :9201 POLISHED CHROME TOP-SURF:26L1 NATURAL CHERRY (VERSION 2) LPL OPTIONS ** OPTIONS ** PULLS *OPT:PULL OPTIONS LEDGE LEDGE PULL	300.14	6,903.22

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27319	4/27/2017		KIN013	ADAM GRAY	

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
43	14	PULL PULL METALLIC *PULL:METALLIC PAINT 4799 PLATINUM METALLIC Tag For BF TS5TLSB3637 STEELCASE BOOKCASE-STACKING, 36W X 37 1/2H BASIC :26L1 NATURAL CHERRY (VERSION 2) LPL TOP-SURF:26L1 NATURAL CHERRY (VERSION 2) LPL	199.95	2,799.30
44	5	Tag For BC/2H/36 TS5TLLC2436 STEELCASE STORAGE CABINET, 2 LATERAL FILES, STORAGE, 36W X 24D BASIC :26L1 NATURAL CHERRY (VERSION 2) LPL FRONT :26L1 NATURAL CHERRY (VERSION 2) LPL TOP-SURF:26L1 NATURAL CHERRY (VERSION 2) LPL OPTIONS ** OPTIONS ** PULLS *OPT:PULL OPTIONS LEDGE LEDGE PULL PULL PULL METALLIC *PULL:METALLIC PAINT 4799 PLATINUM METALLIC LOCK OPT *OPT:LOCK OPTION NO LOCK STD:NO LOCK	875.48	4,377.40
45	1	Tag For 24/36 OFFICES TS5LTBW42 STEELCASE TACKBOARD-WALL MOUNT OVERHEAD, 42W TKBD :P201 NEW ALMOND OPTIONS ** OPTIONS ** FAB DIR *OPT:FABRIC DIRECTION HORZ STD:HORIZONTAL APPLICATION Tag For TB/42 OFFICES	124.27	124.27

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Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
46	18	TS5LTBW48 STEELCASE TACKBOARD-WALL MOUNT OVERHEAD, 48W TKBD :P201 NEW ALMOND OPTIONS ** OPTIONS ** FAB DIR *OPT:FABRIC DIRECTION HORZ STD:HORIZONTAL APPLICATION Tag For TB/48 OFFICES	130.29	2,345.22
47	2	TS5LTBW60 STEELCASE TACKBOARD-WALL MOUNT OVERHEAD, 60W TKBD :P201 NEW ALMOND OPTIONS ** OPTIONS ** FAB DIR *OPT:FABRIC DIRECTION HORZ STD:HORIZONTAL APPLICATION Tag For TB/60 OFFICES	147.92	295.84
48	1	TS5LTBW72 STEELCASE TACKBOARD-WALL MOUNT OVERHEAD, 72W TKBD :P201 NEW ALMOND OPTIONS ** OPTIONS ** FAB DIR *OPT:FABRIC DIRECTION HORZ HORIZONTAL APPLICATION ONLY Tag For TB/72 OFFICES	178.02	178.02
49	2	TS5TLTD2460 STEELCASE TOP-RECTANGLE, LOW PRESSURE LAMINATE, 24D X 60W EDGE :6034 NATURAL CHERRY TOP-SURF:26L1 NATURAL CHERRY (VERSION 2) LPL Tag For 24/60 OFFICES	119.97	239.94
50	1	TS5TLTD3072 STEELCASE TOP-RECTANGLE, LOW PRESSURE LAMINATE, 30D X 72W EDGE :6034 NATURAL CHERRY	159.96	159.96

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Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
51	13	TOP-SURF:26L1 NATURAL CHERRY (VERSION 2) LPL Tag For OFFICES TS5TLTD3672 STEELCASE TOP-RECTANGLE, LOW PRESSURE LAMINATE, 36D X 72W EDGE :6034 NATURAL CHERRY TOP-SURF:26L1 NATURAL CHERRY (VERSION 2) LPL	222.31	2,890.03
52	8	Tag For OFFICES TS5TLTD3672 STEELCASE TOP-RECTANGLE, LOW PRESSURE LAMINATE, 36D X 72W EDGE :6034 NATURAL CHERRY TOP-SURF:26L1 NATURAL CHERRY (VERSION 2) LPL	222.31	1,778.48
53	1	Tag For OFFICES TS5ASCL247 STEELCASE CABINET-STORAGE, 2 DRAWER LATERAL FILE, 24D X 36W X 72H BASIC :26L1 NATURAL CHERRY (VERSION 2) LPL LOCK :9201 POLISHED CHROME TOP-SURF:26L1 NATURAL CHERRY (VERSION 2) LPL	987.71	987.71
54	3	Tag For 24/24 OFFICES TS130TLCWD STEELCASE TURNSTONE; CENTER DRAWER, PLASTIC, 19D X 21 1/4W X 1 3/4H BASIC :6000 BLACK	37.41	112.23
55	22	Tag For CD OFFICES MIGRELQRB STEELCASE MIGRATION; BASE-RECTANGLE, ELECTRIC BASE FINISH: SMOOTH METALLIC 4799 - PLATINUM METALLIC CONTROLLER: 4-PRESET CONTROLLER	814.80	17,925.60

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27319	4/27/2017		KIN013	ADAM GRAY	

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
56	21	OLMP STEELCASE OLOGY; MODESTY PANEL SIZE OPTION: MODULAR WIDTH: 70.00000 MODESTY PANEL FINISH: WOODGRAIN HPL 2412 - NATURAL CHERRY EDGE FINISH: PLASTIC - PG1 6034 - NATURAL CHERRY Tag For OFFICES	111.80	2,347.80
57	1	TS7TIEPLATE STEELCASE TIE PLATE, PACKAGE QUANTITY 6, SIDE BY SIDE WORKSURFACE APPLICATION Tag For TP OFFICES	37.24	37.24
58	2	TSAWLR2472 STEELCASE WORKSURFACE-STRAIGHT, LOW PRESSURE LAMINATE, 24D X 72W EDGE :6034 NATURAL CHERRY TOP-SURF:26L1 NATURAL CHERRY (VERSION 2) LPL Tag For 24/72 OFFICES	111.34	222.68
59	22	LSL18 STEELCASE LIGHT-SHELF, LED, 18 1/2W BASIC :6000 BLACK OPTIONS ** OPTIONS ** MNTG OPT *OPT:MOUNTING OPTIONS FASTENER FASTENER KIT FOR WOOD/ALUMINUM Tag For OFFICES	176.00	3,872.00
60	22	LDASHC STEELCASE DASH; LIGHT-TASK, LED, C CLAMP BRACKET BASIC :4799 PLATINUM METALLIC Tag For OFFICES	262.00	5,764.00
61	1	UCL STEELCASE C LEGS-DOUBLE POST, GLIDES, 28 1/2H LEGS :4750 CHAMPAGNE METALLIC	156.94	156.94

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Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
62	21	UCL OFFICES  UCL STEELCASE C LEGS-DOUBLE POST, GLIDES, 28 1/2H LEGS :4750 CHAMPAGNE METALLIC	156.94	3,295.74
63	1	Tag For OFFICES  TS724THF STEELCASE FRAME, HORIZONTAL PACKAGE, THIN, 24W BASIC :4750 CHAMPAGNE METALLIC OPTIONS ** OPTIONS ** TC OPT *OPT:TOP CAP OPTIONS STD CAP STD:STD TOP CAP CABLEOPT *OPT:CABLE TRAY OPTION NO TRAY NO CABLE TRAY BASE OPT *OPT:BASE TRIM OPTIONS 1OMIT1KO OMIT 1 SIDE / KNOCKOUT 1 SIDE TRAY OPT *OPT:BASE TRAY OPTION NO TRAY NO BASE TRAY	33.82	33.82
64	1	Tag For 24/42 OFFICES  TS748THF STEELCASE FRAME, HORIZONTAL PACKAGE, THIN, 48W BASIC :4750 CHAMPAGNE METALLIC OPTIONS ** OPTIONS ** TC OPT *OPT:TOP CAP OPTIONS STD CAP STD:STD TOP CAP CABLEOPT *OPT:CABLE TRAY OPTION NO TRAY NO CABLE TRAY BASE OPT *OPT:BASE TRIM OPTIONS 1OMIT1KO OMIT 1 SIDE / KNOCKOUT 1 SIDE TRAY OPT *OPT:BASE TRAY OPTION NO TRAY NO BASE TRAY	44.84	44.84
65	2	Tag For 48/42 OFFICES  TS724THF STEELCASE FRAME, HORIZONTAL PACKAGE, THIN, 24W BASIC :4750 CHAMPAGNE METALLIC	34.96	69.92

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Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
66	1	OPTIONS ** OPTIONS ** CABLEOPT *OPT:CABLE TRAY OPTION NO TRAY NO CABLE TRAY TRAY OPT *OPT:BASE TRAY OPTION NO TRAY NO BASE TRAY Tag For 24/54c OFFICES TS772THF STEELCASE FRAME, HORIZONTAL PACKAGE, THIN, 72W BASIC :4750 CHAMPAGNE METALLIC OPTIONS ** OPTIONS ** CABLEOPT *OPT:CABLE TRAY OPTION NO TRAY NO CABLE TRAY TRAY OPT *OPT:BASE TRAY OPTION NO TRAY NO BASE TRAY Tag For 72/54c OFFICES	77.90	77.90
67	1	TS754TEPJ STEELCASE JUNCTION-END OF RUN, THIN, 54H OPTIONS ** OPTIONS ** TRIM *OPT:TRIM PACKAGE PAINT PAINTED TRIM PKG UPRIGHT UPRIGHT METALLIC *UPRIGHT:METALLIC PAINT 4750 CHAMPAGNE METALLIC Tag For E54 OFFICES	43.70	43.70
68	1	TS742TEPJ STEELCASE JUNCTION-END OF RUN, THIN, 42H OPTIONS ** OPTIONS ** TRIM *OPT:TRIM PACKAGE PAINT PAINTED TRIM PKG UPRIGHT UPRIGHT METALLIC *UPRIGHT:METALLIC PAINT 4750 CHAMPAGNE METALLIC Tag For E42 OFFICES	43.70	43.70

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27319	4/27/2017		KIN013	ADAM GRAY	

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
69	1	TS754TIPJ STEELCASE JUNCTION-IN LINE, THIN, 54H Tag For I54 OFFICES	28.12	28.12
70	1	TS742TIPJ STEELCASE JUNCTION-IN LINE, THIN, 42H Tag For I42 OFFICES	28.12	28.12
71	1	TS754TLPJ STEELCASE JUNCTION-L, THIN, 54H OPTIONS ** OPTIONS ** TRIM *OPT:TRIM PACKAGE PAINT PAINTED TRIM PKG UPRIGHT UPRIGHT METALLIC *UPRIGHT:METALLIC PAINT 4750 CHAMPAGNE METALLIC Tag For L54 OFFICES	65.74	65.74
72	1	TS754WPJ STEELCASE JUNCTION-WALL START, 54H Tag For WS54 OFFICES	78.28	78.28
73	1	TS73624LSF STEELCASE PANEL SKIN, LAMINATE, FLOOR, 36H X 24W SURFACE :2412 NATURAL CHERRY TRIM :4750 CHAMPAGNE METALLIC Tag For OFFICES	149.34	149.34
74	1	TS73648LSF STEELCASE PANEL SKIN, LAMINATE, FLOOR, 36H X 48W SURFACE :2412 NATURAL CHERRY TRIM :4750 CHAMPAGNE METALLIC Tag For OFFICES	191.14	191.14
75	1	TS73624TK STEELCASE PANEL SKIN-TACKABLE ACOUSTICAL, 36H X 24W	60.80	60.80

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27319	4/27/2017		KIN013	ADAM GRAY	

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
76	1	SURFACE :P201 NEW ALMOND OPTIONS ** OPTIONS ** FAB DIR *OPT:FABRIC DIRECTION HORZ STD:HORIZONTAL APPLICATION Tag For OFFICES TS73648TK STEELCASE PANEL SKIN-TACKABLE ACOUSTICAL, 36H X 48W	88.54	88.54
77	4	SURFACE :P201 NEW ALMOND OPTIONS ** OPTIONS ** FAB DIR *OPT:FABRIC DIRECTION HORZ STD:HORIZONTAL APPLICATION Tag For OFFICES TS74824TK STEELCASE PANEL SKIN-TACKABLE ACOUSTICAL, 48H X 24W	63.08	252.32
78	2	SURFACE :P201 NEW ALMOND OPTIONS ** OPTIONS ** FAB DIR *OPT:FABRIC DIRECTION HORZ HORIZONTAL APPLICATION ONLY Tag For OFFICES TS74872TK STEELCASE PANEL SKIN-TACKABLE ACOUSTICAL, 48H X 72W	118.18	236.36
			Subsection Sub Total	103,781.96
			Subsection Total	103,781.96
END	Subsection			

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27319	4/27/2017		KIN013	ADAM GRAY	

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
<b>BEG</b>	<b>Subsection</b>	<b>Workstations</b>		
79	23	TS2PBBF22U STEELCASE PEDESTAL, BOX / BOX / FILE, UNDER WORKSURFACE, 22D BASIC :4750 CHAMPAGNE METALLIC KEYS :SK PLUG OPTIONS ** OPTIONS ** PULLS *OPT:PULL OPTIONS LEDGE LEDGE PULL PULL PULL METALLIC *PULL:METALLIC PAINT 4799 PLATINUM METALLIC  Tag For BBF WORKSTATIONS	213.20	4,903.60
80	23	TS2PFF22U STEELCASE PEDESTAL, FILE / FILE, UNDER WORKSURFACE, 22D BASIC :4750 CHAMPAGNE METALLIC KEYS :SK PLUG OPTIONS ** OPTIONS ** PULLS *OPT:PULL OPTIONS LEDGE LEDGE PULL PULL PULL METALLIC *PULL:METALLIC PAINT 4799 PLATINUM METALLIC  Tag For FF WORKSTATIONS	204.40	4,701.20
81	23	TSASLCL24 STEELCASE SHELF-COMMON, LOW PRESSURE LAMINATE, 24W BASIC :4750 CHAMPAGNE METALLIC EDGE :6034 NATURAL CHERRY SHELF :26L1 NATURAL CHERRY (VERSION 2) LPL  Tag For SH/24 WORKSTATIONS	53.60	1,232.80
82	23	466160MTVA STEELCASE REPLY; CHAIR, MESH BACK, SWIVEL BASE, HEIGHT / PIVOT / DEPTH ADJUSTABLE ARMS,	340.40	7,829.20

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27319	4/27/2017		KIN013	ADAM GRAY	

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
		BUZZ2 FABRIC ON SEAT, LUMBAR BACK :AR02 AIR BLACK BASE :6205 BLACK FRAME :6205 BLACK UPHLCSTRY:5G65 TORNADO OPTIONS ** OPTIONS ** CASTERS *OPT:CASTERS OPTION HARD CST STD:HARD CASTERS Tag For REPLY WORKSTATIONS		
83	23	TS130TLCWD STEELCASE TURNSTONE; CENTER DRAWER, PLASTIC, 19D X 21 1/4W X 1 3/4H BASIC :6000 BLACK Tag For CD WORKSTATIONS	37.41	860.43
84	24	TSATCANT STEELCASE CANTILEVER BASIC :4750 CHAMPAGNE METALLIC Tag For CANT WORKSTATIONS	34.96	839.04
85	46	TSAWLR2472 STEELCASE WORKSURFACE-STRAIGHT, LOW PRESSURE LAMINATE, 24D X 72W EDGE :6034 NATURAL CHERRY TOP-SURF:26L1 NATURAL CHERRY (VERSION 2) LPL Tag For 24/72 WORKSTATIONS	111.34	5,121.64
86	1	TS4S4854 STEELCASE SCREEN, 48W X 54H FRAME :4799 PLATINUM METALLIC SURF-1 :7655 E3 ENVIRONMENTAL CERAMICSTEEL SURF-2 :7655 E3 ENVIRONMENTAL CERAMICSTEEL OPTIONS ** OPTIONS ** FAB DIR *OPT:FABRIC DIRECTION SURF-1 SURF-1 DIRECTION	386.57	386.57

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Quote	Quote Date	Customer Order	Customer	Account Representative	Project
27319	4/27/2017		KIN013	ADAM GRAY	

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
		HORZ STD:HORIZONTAL APPLICATION SURF-2 SURF-2 DIRECTION HORZ STD:HORIZONTAL APPLICATION CAST OPT *OPT:LEVELERS OPTION CASTERS STD:CASTERS BASE OPT *OPT:BASE OPTIONS THREELEG THREE LEG BASE PEGS OPT *OPT:FLIP CHART PEGS OPTION TOPCAP STD:TOP CAP Tag For SC/48/54 WORKSTATIONS		
87	3	TS4TL40 STEELCASE CAMPFIRE; BIG TABLE, 96W X 48D X 40H BASIC :26L1 NATURAL CHERRY (VERSION 2) LPL	931.50	2,794.50
		Tag For 48/96 WORKSTATIONS		
88	22	UCANT STEELCASE CANTILEVER, ON MODULE APPLICATION, 16W X 13D BASIC :4750 CHAMPAGNE METALLIC	39.90	877.80
		Tag For CANT WORKSTATIONS		
89	23	TS7UFPLATE STEELCASE FACEPLATE-UNIVERSAL PLASTIC :6249 PLATINUM SOLID	1.90	43.70
		Tag For WORKSTATIONS		
90	75	TS724THF STEELCASE FRAME, HORIZONTAL PACKAGE, THIN, 24W BASIC :4750 CHAMPAGNE METALLIC OPTIONS ** OPTIONS ** CABLEOPT *OPT:CABLE TRAY OPTION NO TRAY NO CABLE TRAY TRAY OPT *OPT:BASE TRAY OPTION NO TRAY NO BASE TRAY Tag For 24/54c WORKSTATIONS	34.96	2,622.00

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27319	4/27/2017		KIN013	ADAM GRAY	

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
91	23	TS748THF STEELCASE FRAME, HORIZONTAL PACKAGE, THIN, 48W BASIC :4750 CHAMPAGNE METALLIC OPTIONS ** OPTIONS ** CABLEOPT *OPT:CABLE TRAY OPTION NO TRAY NO CABLE TRAY TRAY OPT *OPT:BASE TRAY OPTION NO TRAY NO BASE TRAY  Tag For 48/54c WORKSTATIONS	46.36	1,066.28
92	29	TS772THF STEELCASE FRAME, HORIZONTAL PACKAGE, THIN, 72W BASIC :4750 CHAMPAGNE METALLIC OPTIONS ** OPTIONS ** CABLEOPT *OPT:CABLE TRAY OPTION NO TRAY NO CABLE TRAY TRAY OPT *OPT:BASE TRAY OPTION NO TRAY NO BASE TRAY  Tag For 72/54c WORKSTATIONS	77.90	2,259.10
93	29	TS754TEPJ STEELCASE JUNCTION-END OF RUN, THIN, 54H OPTIONS ** OPTIONS ** TRIM *OPT:TRIM PACKAGE PAINT PAINTED TRIM PKG UPRIGHT UPRIGHT METALLIC *UPRIGHT:METALLIC PAINT 4750 CHAMPAGNE METALLIC  Tag For E54 WORKSTATIONS	43.70	1,267.30
94	52	TS754TIPJ STEELCASE JUNCTION-IN LINE, THIN, 54H  Tag For I54 WORKSTATIONS	28.12	1,462.24
95	35	TS754TLPJ STEELCASE JUNCTION-L, THIN, 54H OPTIONS ** OPTIONS **	65.74	2,300.90

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27319	4/27/2017		KIN013	ADAM GRAY	

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
96	17	TRIM *OPT:TRIM PACKAGE PAINT PAINTED TRIM PKG UPRIGHT UPRIGHT METALLIC *UPRIGHT:METALLIC PAINT 4750 CHAMPAGNE METALLIC Tag For L54 WORKSTATIONS TS754TTPJ STEELCASE JUNCTION-T, THIN, 54H OPTIONS ** OPTIONS ** TRIM *OPT:TRIM PACKAGE PAINT PAINTED TRIM PKG UPRIGHT UPRIGHT METALLIC *UPRIGHT:METALLIC PAINT 4750 CHAMPAGNE METALLIC Tag For T54 WORKSTATIONS	65.74	1,117.58
97	23	TS7PK24X STEELCASE KIT-POWER, 3+1, 24W Tag For PK WORKSTATIONS	77.90	1,791.70
98	46	TS7PK48X STEELCASE KIT-POWER, 3+1, 48W Tag For PK WORKSTATIONS	77.90	3,583.40
99	23	TS743MHX STEELCASE MODULAR HARNESS, 3+1, 43W Tag For HM43 WORKSTATIONS	56.62	1,302.26
100	150	TS74824TK STEELCASE PANEL SKIN-TACKABLE ACOUSTICAL, 48H X 24W SURFACE :P201 NEW ALMOND OPTIONS ** OPTIONS ** FAB DIR *OPT:FABRIC DIRECTION HORZ STD:HORIZONTAL	63.08	9,462.00

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27319	4/27/2017		KIN013	ADAM GRAY	

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
		APPLICATION		
	Tag For	WORKSTATIONS		
101	46	TS74848TK STEELCASE PANEL SKIN-TACKABLE ACOUSTICAL, 48H X 48W SURFACE :P201 NEW ALMOND OPTIONS ** OPTIONS ** FAB DIR *OPT:FABRIC DIRECTION HORZ STD:HORIZONTAL APPLICATION	92.72	4,265.12
	Tag For	WORKSTATIONS		
102	58	TS74872TK STEELCASE PANEL SKIN-TACKABLE ACOUSTICAL, 48H X 72W SURFACE :P201 NEW ALMOND OPTIONS ** OPTIONS ** FAB DIR *OPT:FABRIC DIRECTION HORZ HORIZONTAL APPLICATION ONLY	118.18	6,854.44
	Tag For	WORKSTATIONS		
103	6	TS76BPX STEELCASE POWER INFEED, 3+1, 6L IN FT PLASTIC :6249 PLATINUM SOLID	97.66	585.96
	Tag For	BPI/6 WORKSTATIONS		
104	23	TS71SSX STEELCASE RECEPTACLE-SYSTEM GROUND, LINE 1, 3+1 PLASTIC :6249 PLATINUM SOLID	15.96	367.08
	Tag For	WORKSTATIONS		
105	23	TS72SSX STEELCASE RECEPTACLE-SYSTEM GROUND, LINE 2, 3+1 PLASTIC :6249 PLATINUM SOLID	15.96	367.08
	Tag For	WORKSTATIONS		
106	1	TS742TEPJ STEELCASE JUNCTION-END OF RUN, THIN, 42H OPTIONS ** OPTIONS **	43.70	43.70

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Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
107	23	TRIM *OPT:TRIM PACKAGE	15.96	367.08
		PAINT PAINTED TRIM PKG		
		UPRIGHT UPRIGHT		
		METALLIC *UPRIGHT:METALLIC		
		PAINT		
		4750 CHAMPAGNE METALLIC		
	Tag For	E42		
		WAITING		
		TS73SSX STEELCASE		
		RECEPTACLE-SYSTEM GROUND, LINE 3, 3+1		
		PLASTIC :6249 PLATINUM SOLID		
	Tag For	WORKSTATIONS		
			Subsection Sub Total	70,675.70
			Subsection Total	70,675.70
END	Subsection			

BEG	Subsection	cafe		
108	6	451-5000K COALESSE	1,971.00	11,826.00
		Circa; Loveseat-Straight, 4 legs,		
		Contrasting fabric		
		HIGH_GRD:PG06 PRICE FOR GRADE 6 FABRIC		
		BACK :BR01 BLACK ONYX		
		LEGSELT :3412 FC/OP NATURAL CHERRY		
		SEAT :BR01 BLACK ONYX		
		OPTIONS ** OPTIONS **		
		FAB BACK *OPT:ACRYLIC LATEX BACKING		
		NOBACKER FABRIC BACKER NOT		
		REQUIRED		
	Tag For	CAFE AREA		
109	44	490410P STEELCASE	116.84	5,140.96
		MOVE; CHAIR, PLASTIC SEAT / BACK,		
		NO ARMS, GLIDES		
		FRAME :7239 MIDNIGHT		
		SEAT :6BC5 BLUE 287		
		SHELL :6337 ELEMENT		
		OPTIONS ** OPTIONS **		
		GLIDES *OPT:GLIDES		
		HARD GLD STD:HARD GLIDES		

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27319	4/27/2017		KIN013	ADAM GRAY	

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
	Tag For	MOVE CAFE AREA		
110	15	490410P STEELCASE MOVE; CHAIR, PLASTIC SEAT / BACK, NO ARMS, GLIDES FRAME :7239 MIDNIGHT SEAT :6337 ELEMENT SHELL :6337 ELEMENT OPTIONS ** OPTIONS ** GLIDES *OPT:GLIDES HARD GLD STD:HARD GLIDES	106.72	1,600.80
	Tag For	MOVE CAFE AREA		
111	17	490710P STEELCASE MOVE; STOOL, PLASTIC SEAT / BACK, NO ARMS, GLIDES FRAME :7239 MIDNIGHT SEAT :6333 PICASSO SHELL :6337 ELEMENT OPTIONS ** OPTIONS ** GLIDES *OPT:GLIDES HARD GLD STD:HARD GLIDES	209.76	3,565.92
	Tag For	MOVE CAFE AREA		
112	5	TS4TBASE285 STEELCASE BASE, 28 DIA BASE X 5 DIA COL BASE :4750 CHAMPAGNE METALLIC	317.34	1,586.70
	Tag For	TB CAFE AREA		
113	3	TS4TCAFE285 STEELCASE BASE-CAFÉ, 28 DIA X 5 DIA COL BASE :4750 CHAMPAGNE METALLIC	329.38	988.14
	Tag For	TB CAFE AREA		
114	12	TS4LSHPG STEELCASE LEG-STANDING HEIGHT ADJUSTABLE, POST, 27 3/8H TO 44H APPLICATION LEGS :4750 CHAMPAGNE METALLIC	87.29	1,047.48

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Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
115	4	OPTIONS ** OPTIONS ** CAST OPT *OPT:OPTIONAL ON LEGS LEVELERS STD:LEVELERS Tag For AHL CAFE AREA TS4L27TG4 STEELCASE LEG-T, PACKAGE QUANTITY 4, 27H LEGS :4750 CHAMPAGNE METALLIC OPTIONS ** OPTIONS ** CAST OPT *OPT:OPTIONAL ON LEGS LEVELERS STD:LEVELERS	180.17	720.68
116	3	Tag For TL CAFE AREA TS4TLR1884 STEELCASE TOP-TABLE, RECTANGLE, LOW PRESSURE LAMINATE, 18D X 84W EDGE :6034 NATURAL CHERRY TOP-SURF:26L1 NATURAL CHERRY (VERSION 2) LPL	152.65	457.95
117	4	Tag For 18/84 CAFE AREA TS4TLR3048 STEELCASE TOP-TABLE, RECTANGLE, LOW PRESSURE LAMINATE, 30D X 48W EDGE :6034 NATURAL CHERRY TOP-SURF:26L1 NATURAL CHERRY (VERSION 2) LPL	104.49	417.96
118	1	Tag For 30/48 CAFE AREA TS4TLDR48 STEELCASE TOP-TABLE, ROUND, 48 DIA, 1 1/8 THICK, LOW PRESSURE LAMINATE EDGE :6034 NATURAL CHERRY TOP-SURF:26L1 NATURAL CHERRY (VERSION 2) LPL	161.68	161.68
119	7	Tag For 48 CAFE AREA TS4TLR3636 STEELCASE	126.85	887.95

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Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
120	4	Tag For 36/36 CAFE AREA TS4TL28 STEELCASE CAMPFIRE; BIG TABLE, 96W X 48D X 28H BASIC :26L1 NATURAL CHERRY (VERSION 2) LPL	833.06	3,332.24
121	1	Tag For 48/96 CAFE AREA TS4TL40 STEELCASE CAMPFIRE; BIG TABLE, 96W X 48D X 40H BASIC :26L1 NATURAL CHERRY (VERSION 2) LPL	931.50	931.50
122	6	Tag For 48/96 CAFE AREA TS30702 STEELCASE SCOOP; STOOL, UPHOLSTERED SEAT PAD LEGS :7207 BLACK PLASTIC :6682 COBBLESTONE UPHLSTRY:5629 ALLSPICE OPTIONS ** OPTIONS ** GLIDES *OPT:GLIDES HARD GLD STD:HARD GLIDES	192.74	1,156.44
Subsection Sub Total				33,822.40
Subsection Total				33,822.40
END	Subsection			
BEG	Subsection	labor		
123	550	KPT LABOR WORKSPACE LABOR TO DELIVER AND OR INSTALL	45.50	25,025.00

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Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
			Subsection Sub Total	25,025.00
			Subsection Total	25,025.00
END	Subsection			
BEG	Subsection	<b>Training Tables</b>		
124	14	TS4TLR2484 STEELCASE TOP-TABLE, RECTANGLE, LOW PRESSURE LAMINATE, 24D X 84W EDGE :6034 NATURAL CHERRY TOP-SURF:26L1 NATURAL CHERRY (VERSION 2) LPL	166.84	2,335.76
	Tag For	24/84 MEETING SPACES		
25	14	TS4L27TG4 STEELCASE LEG-T, PACKAGE QUANTITY 4, 27H LEGS :4750 CHAMPAGNE METALLIC OPTIONS ** OPTIONS ** CAST OPT *OPT:OPTIONAL ON LEGS CASTERS CASTERS	188.77	2,642.78
	Tag For	TL MEETING SPACES		
			Subsection Sub Total	4,978.54
			Subsection Total	4,978.54
END	Subsection			

QUOTATION TOTALS

Sub Total 256,966.13

Grand Total 256,966.13

End of Quotation

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REMIT ADDRESS  
po box 809 / kingsport tn 37662  
423 392 2600 / f 423 392 2601 / www.workspaceinteriors.com

## Quotation

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(cont'd)

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50% deposit required at time of order.

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## AGENDA ACTION FORM

### Enter into a Software Maintenance Agreement with Cartegraph Operations Management System

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

Action Form No.: AF-125-2017  
 Work Session: May 15, 2017  
 First Reading: N/A

Final Adoption: May 16, 2017  
 Staff Work By: K. Steach/C. Austin  
 Presentation By: Ryan McReynolds

#### Recommendation:

Approve the Resolution

#### Executive Summary:

In 2013, Water, Wastewater, and Stormwater opened proposals for an asset management system to serve our divisions and adequately track the work that we are doing to keep our assets in good working order. With input from several key players in the implementation, Cartegraph Operations Management System was our chosen software to move ourselves from work management to asset management.

In 2014, the city entered into an agreement with Cartegraph. OMS allows us to tie the work that we do to our actual assets in the ground or in our facilities, building a cache of information that will help us to determine what assets need to be replaced or provided more maintenance of effort.

The first agreement had three years of annual maintenance in the contract. We have been using this software for the last three years and continue to make great strides in how we manage our work and track our assets. We want to continue our relationship with Cartegraph OMS and have asked for a new annual maintenance contract for the software.

This new contract will be for three years of maintenance paid on an annual basis. We have asked Cartegraph to move our annual payment to the August timeframe, in order to do this, we will be paying a prorated share for the time from the end of our agreement, June 1, 2017, until July 31, 2017. This will allow us to pay for the maintenance earlier in the fiscal year. After the initial payment which will be due in June 2017, we will pay the rest of the annual installments by August 1 of each year.

The payments will be included in the operating budgets for each division that uses the software.

#### Attachments:

1. Resolution
2. Cartegraph Agreement

Funding source appropriate and funds are available: *JA*

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



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

A RESOLUTION APPROVING A SOFTWARE MAINTENANCE AGREEMENT WITH CARTEGRAPH SYSTEMS, INC. AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, in 2014, the city entered into an agreement with Cartegraph Systems Inc., to provide the city with an asset management system that allows for tracking work done in a detailed manner; and

WHEREAS, the agreement was for three years, and the city would like to enter into an agreement for an additional three years for annual maintenance the paid on an annual basis as set out below in the agreement.

WHEREAS, funding will be included in the operating budgets for each division that uses the software.

Now therefore,

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

SECTION I. That a Software Maintenance Agreement with Cartegraph Systems Inc., is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the purchase agreement with Cartegraph Systems Inc., 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 purchase agreement being as follows:

**Purchase Agreement**

**Cartegraph** is pleased to present this Purchase Agreement for the implementation of world class technology solutions. This Purchase Agreement is made and entered into between City of Kingsport (hereinafter referred to as "**Customer**" or "**Licensee**" and **Cartegraph Systems, Inc.** (hereinafter referred to as "**Cartegraph**"). This Purchase Agreement is intended to supplement, clarify, and amend the Master Agreement previously executed between **Cartegraph** and **Customer**. In the case that any terms or conditions provided in the Master agreement differ from, are provided in more detail by, or are made irrelevant by the terms and conditions provided in this Purchase Agreement, the terms in this Purchase Agreement shall control. For all terms and conditions not addressed by this Purchase Agreement, the Master Agreement, #MPA001 dated May 12, 2014 shall control.

<b>Customer Bill To:</b>	<b>Customer Ship To:</b>
Sandy Crawford City of Kingsport 225 W. Center Street Kingsport, TN 37660 423-229-9314	Same

Investment Summary

**Cartegraph's** proposed fees for this project are included in the summary below.

	Purchase Type	Citizen/Qty.	Unit Price	Total Price
<b>CURRENT</b>				
<b>SOFTWARE PRODUCTS</b>				
Cartegraph OMS – Platform - Enterprise	Transition Fee, Per-citizen Subscription, Cartegraph Cloud Deployment, 6/1/17 - 7/31/17	1	\$7,378.51	\$7,378.51
<i>Credit</i>	<i>Credit for hosting fee on PA431</i>			<i>(\$417.00)</i>
<b>CURRENT SUB-TOTAL</b>				<b>\$6,961.51</b>
<b>YEAR 1</b>				
<b>SOFTWARE PRODUCTS</b>				
Cartegraph OMS – Platform - Enterprise	Per-citizen Subscription, Cartegraph Cloud Deployment, 8/1/17 - 7/31/18	48,205	\$0.50	\$24,102.50
<i>Discount</i>				<i>(\$11,643.92)</i>
Cartegraph OMS Extension	Advanced Asset Management per- citizen Subscription	48,205	\$0.15	\$7,230.75
<i>Discount</i>				<i>(\$3,493.18)</i>
Cartegraph OMS Extension	Advanced Requests per- citizen Subscription	48,205	\$0.10	\$4,820.50
<i>Discount</i>				<i>(\$2,328.78)</i>
Cartegraph OMS Extension	Advanced User Tools per- citizen Subscription	48,205	\$0.10	\$4,820.50
<i>Discount</i>				<i>(\$2,328.78)</i>
Cartegraph OMS Users	User Pack Subscription – 100 Named Users	2	\$17,500.00	\$35,000.00
<i>Discount</i>				<i>(\$16,908.50)</i>
Cartegraph OMS – Hosting	Cartegraph Cloud Shared Hosting Subscription	1	\$5,000.00	\$5,000.00
<b>YEAR 1 SUB-TOTAL</b>				<b>\$44,271.09</b>
<b>Date:</b>	February 23, 2017	<b>Purchase Agreement Expiration Date:</b>	May 26, 2017	<b>Purchase Agreement No.:</b> #PA470

<b>YEAR 2</b>				
<b>SOFTWARE PRODUCTS</b>				
Cartegraph OMS – Platform - Enterprise	Per-citizen Subscription, Cartegraph Cloud Deployment, 8/1/18 - 7/31/19	48,205	\$0.50	\$24,102.50
<i>Discount</i>				<i>(\$11,643.92)</i>
Cartegraph OMS Extension	Advanced Asset Management per- citizen Subscription	48,205	\$0.15	\$7,230.75
<i>Discount</i>				<i>(\$3,493.18)</i>
Cartegraph OMS Extension	Advanced Requests per- citizen Subscription	48,205	\$0.10	\$4,820.50

<i>Discount</i>				(\$2,328.78)
Cartegraph OMS Extension	Advanced User Tools per-citizen Subscription	48,205	\$0.10	\$4,820.50
<i>Discount</i>				(\$2,328.78)
Cartegraph OMS Users	User Pack Subscription – 100 Named Users	2	\$17,500.00	\$35,000.00
<i>Discount</i>				(\$16,908.50)
Cartegraph OMS – Hosting	Cartegraph Cloud Shared Hosting Subscription	1	\$5,000.00	\$5,000.00
<b>YEAR 2 SUB-TOTAL</b>				<b>\$44,271.09</b>
<b>YEAR 3</b>				
<b>SOFTWARE PRODUCTS</b>				
Cartegraph OMS – Platform - Enterprise	Per-citizen Subscription, Cartegraph Cloud Deployment, 8/1/19 - 7/31/20	48,205	\$0.50	\$24,102.50
<i>Discount</i>				(\$11,643.92)
Cartegraph OMS Extension	Advanced Asset Management per-citizen Subscription	48,205	\$0.15	\$7,230.75
<i>Discount</i>				(\$3,493.18)
Cartegraph OMS Extension	Advanced Requests per-citizen Subscription	48,205	\$0.10	\$4,820.50
<i>Discount</i>				(\$2,328.78)
Cartegraph OMS Extension	Advanced User Tools per-citizen Subscription	48,205	\$0.10	\$4,820.50
<i>Discount</i>				(\$2,328.78)
Cartegraph OMS Users	User Pack Subscription – 100 Named Users	2	\$17,500.00	\$35,000.00
<i>Discount</i>				(\$16,908.50)
Cartegraph OMS – Hosting	Cartegraph Cloud Shared Hosting Subscription	1	\$5,000.00	\$5,000.00
<b>YEAR 3 SUB-TOTAL</b>				<b>\$44,271.09</b>
<b>TOTAL COST (3-YEAR TERM)</b>				<b>\$139,774.78</b>

**NOTES:** The pricing listed above does not include applicable sales tax.

The Cartegraph OMS pricing listed above does not include Esri ArcGIS licenses.

#### **Payment Terms and Conditions**

In consideration for the Services and Products provided by **Cartegraph to Customer, Customer** agrees to pay

**Cartegraph** Software Costs and Professional Service Fees in U.S. Dollars as described below:

1. **Delivery:** Software Products shall be licensed upon acceptance of this Purchase Agreement. If applicable, Services will be scheduled and delivered upon your acceptance of this Purchase Agreement, which will be considered as your notification to proceed.

2. **Services Scheduling:** Customer agrees to work with **Cartegraph** to schedule Services in a timely manner. All undelivered Services shall expire 365 days from the signing of this Purchase Agreement.

3. **Software Invoicing:** The Software Subscription Licenses fee will be due in annual installments 15 days prior to the anniversary of the initial term as follows:

a. \$6,961.51 due upon execution of the Purchase Agreement.

- b. \$44,271.09 due 15 days prior to 1st year anniversary of term start date.
  - c. \$44,271.09 due 15 days prior to 2nd year anniversary of term start date.
  - d. \$44,271.09 due 15 days prior to 3rd year anniversary of term start date.
  - 4. **Expenses:** In providing the field services included in this Purchase Agreement, **Cartegraph** shall be reimbursed for any reasonable out-of-pocket costs, including, but not limited to, travel, lodging, meals, and cancellation fees. Out-of-pocket expenses are billed based on actual costs incurred and are due separately.
  - 5. **Payment Terms:** All payments are due Net 30 days from date of invoice.
- BY EXECUTING THIS PURCHASE AGREEMENT, CUSTOMER ACKNOWLEDGES THAT IT HAS REVIEWED THE TERMS, CONDITIONS, FEES AND CHARGES PROVIDED HEREIN AND IN THE MASTER AGREEMENT, AS WELL AS ANY OTHER EXHIBITS TO THE MASTER AGREEMENT, AND CUSTOMER AGREES TO BE LEGALLY BOUND BY EACH SUCH AGREEMENT  
[Acknowledgements Deleted for Inclusion in this Resolution]

**Cartegraph Systems, Inc.**

**Addendum A - Software Products**

Cartegraph hereby pledges to issue software licenses in the agreed upon quantities specified in your Investment Summary. The "Software," as defined in Master Agreement #MPA001, consists of developed and supported technology products available from Cartegraph.

***In addition to full access to Cartegraph licensed software, your organization will receive:***

**1. Support**

**a. Campus – [www.cartegraph.com/campus](http://www.cartegraph.com/campus)**

Our User Assistance area is a convenient and easily-shareable resource designed to help you and your co-workers better understand the functions and capabilities of your Cartegraph applications. Instantly access user tips, step-by-step guides, videos, and more.

**b. Dedicated, Unlimited, Toll-free Phone Support - 877.647.3050**

When questions need answers and difficulties arise, count on our industry-leading Support team to provide the guidance and assistance you need. Reach us as often as you need Monday-Friday, 7:00 am-7:00 pm CT.

**c. Secure, Live Remote Support**

If your challenge requires a more hands-on approach, we have the remote support tools to fix it. Let one of our Support Team members directly interact with your system to find a fast, effective solution.

**2. Training & Education**

**a. Convenient Online Resources**

All the information you need, one click away. Take advantage of online training opportunities, tutorial videos, upcoming event information, and more.

**b. Regional User Groups**

Meet and network with similar Cartegraph users in your region. Our smaller, more personalized User Groups allow you to find out what other organizations are doing to get more from their Cartegraph Systems.

**3. Software Releases & Upgrades**

**a. New Software Releases**

Be the first to know about all new Cartegraph releases, enhancements, and upgrades. Gain immediate access to the latest features and functionality, and increased system performance.

**b. Hot Fixes**

If an issue is determined to be a software defect and falls outside the standard release cycle, Cartegraph will issue a hot fix and provide application specialists with detailed levels of product knowledge to work with you in achieving a timely and effective resolution.

BY EXECUTING THIS PURCHASE AGREEMENT, CUSTOMER ACKNOWLEDGES THAT IT HAS REVIEWED THE TERMS, CONDITIONS, FEES AND CHARGES PROVIDED HEREIN AND IN THE MASTER AGREEMENT, AS WELL AS ANY OTHER EXHIBITS TO THE MASTER AGREEMENT, AND CUSTOMER AGREES TO BE LEGALLY BOUND BY EACH SUCH AGREEMENT.

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 16<sup>th</sup> day of May, 2017.

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JOHN CLARK, MAYOR

ATTEST:

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JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

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J. MICHAEL BILLINGSLEY, CITY ATTORNEY

# Purchase Agreement

**Cartegraph** is pleased to present this Purchase Agreement for the implementation of world class technology solutions. This Purchase Agreement is made and entered into between City of Kingsport (hereinafter referred to as "**Customer**") or "**Licensee**" and **Cartegraph Systems, Inc.** (hereinafter referred to as "**Cartegraph**"). This Purchase Agreement is intended to supplement, clarify, and amend the Master Agreement previously executed between **Cartegraph** and **Customer**. In the case that any terms or conditions provided in the Master agreement differ from, are provided in more detail by, or are made irrelevant by the terms and conditions provided in this Purchase Agreement, the terms in this Purchase Agreement shall control. For all terms and conditions not addressed by this Purchase Agreement, the Master Agreement, #MPA001 dated May 12, 2014 shall control.

Customer Bill To:	Customer Ship To:
Sandy Crawford City of Kingsport 225 W. Center Street Kingsport, TN 37660 423-229-9314	Same

## Investment Summary

**Cartegraph's** proposed fees for this project are included in the summary below.

**Date:** February 23,  
2017

**Purchase Agreement** May 26, 2017  
**Expiration Date:**

**Purchase Agreement** #PA470  
**No.:**

	Purchase Type	Citizen/Qty.	Unit Price	Total Price
<b>CURRENT</b>				
<b>SOFTWARE PRODUCTS</b>				
Cartegraph OMS – Platform - Enterprise	Transition Fee, Per-citizen Subscription, Cartegraph Cloud Deployment, 6/1/17 - 7/31/17	1	\$7,378.51	\$7,378.51
<i>Credit</i>	<i>Credit for hosting fee on PA431</i>			(\$417.00)
<b>CURRENT SUB-TOTAL</b>				<b>\$6,961.51</b>
<b>YEAR 1</b>				
<b>SOFTWARE PRODUCTS</b>				
Cartegraph OMS – Platform - Enterprise	Per-citizen Subscription, Cartegraph Cloud Deployment, 8/1/17 - 7/31/18	48,205	\$0.50	\$24,102.50
<i>Discount</i>				(\$11,643.92)
Cartegraph OMS Extension	Advanced Asset Management per-citizen Subscription	48,205	\$0.15	\$7,230.75
<i>Discount</i>				(\$3,493.18)
Cartegraph OMS Extension	Advanced Requests per-citizen Subscription	48,205	\$0.10	\$4,820.50
<i>Discount</i>				(\$2,328.78)
Cartegraph OMS Extension	Advanced User Tools per-citizen Subscription	48,205	\$0.10	\$4,820.50
<i>Discount</i>				(\$2,328.78)
Cartegraph OMS Users	User Pack Subscription – 100 Named Users	2	\$17,500.00	\$35,000.00
<i>Discount</i>				(\$16,908.50)
Cartegraph OMS – Hosting	Cartegraph Cloud Shared Hosting Subscription	1	\$5,000.00	\$5,000.00
<b>YEAR 1 SUB-TOTAL</b>				<b>\$44,271.09</b>



<b>YEAR 2</b>				
<b>SOFTWARE PRODUCTS</b>				
Cartegraph OMS – Platform - Enterprise	Per-citizen Subscription, Cartegraph Cloud Deployment, 8/1/18 - 7/31/19	48,205	\$0.50	\$24,102.50
<i>Discount</i>				(\$11,643.92)
Cartegraph OMS Extension	Advanced Asset Management per-citizen Subscription	48,205	\$0.15	\$7,230.75
<i>Discount</i>				(\$3,493.18)
Cartegraph OMS Extension	Advanced Requests per-citizen Subscription	48,205	\$0.10	\$4,820.50
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<i>Discount</i>				(\$16,908.50)
Cartegraph OMS – Hosting	Cartegraph Cloud Shared Hosting Subscription	1	\$5,000.00	\$5,000.00
<b>YEAR 2 SUB-TOTAL</b>				<b>\$44,271.09</b>
<b>YEAR 3</b>				
<b>SOFTWARE PRODUCTS</b>				
Cartegraph OMS – Platform - Enterprise	Per-citizen Subscription, Cartegraph Cloud Deployment, 8/1/19 - 7/31/20	48,205	\$0.50	\$24,102.50
<i>Discount</i>				(\$11,643.92)
Cartegraph OMS Extension	Advanced Asset Management per-citizen Subscription	48,205	\$0.15	\$7,230.75
<i>Discount</i>				(\$3,493.18)
Cartegraph OMS Extension	Advanced Requests per-citizen Subscription	48,205	\$0.10	\$4,820.50
<i>Discount</i>				(\$2,328.78)
Cartegraph OMS Extension	Advanced User Tools per-citizen Subscription	48,205	\$0.10	\$4,820.50
<i>Discount</i>				(\$2,328.78)
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<i>Discount</i>				(\$16,908.50)
Cartegraph OMS – Hosting	Cartegraph Cloud Shared Hosting Subscription	1	\$5,000.00	\$5,000.00
<b>YEAR 3 SUB-TOTAL</b>				<b>\$44,271.09</b>
<b>TOTAL COST (3-YEAR TERM)</b>				<b>\$139,774.78</b>

**NOTES:** The pricing listed above does not include applicable sales tax.  
The Cartegraph OMS pricing listed above does not include Esri ArcGIS licenses.

## Payment Terms and Conditions

---

In consideration for the Services and Products provided by **Cartegraph** to **Customer**, **Customer** agrees to pay **Cartegraph** Software Costs and Professional Service Fees in U.S. Dollars as described below:

1. **Delivery:** Software Products shall be licensed upon acceptance of this Purchase Agreement. If applicable, Services will be scheduled and delivered upon your acceptance of this Purchase Agreement, which will be considered as your notification to proceed.
2. **Services Scheduling:** **Customer** agrees to work with **Cartegraph** to schedule Services in a timely manner. All undelivered Services shall expire 365 days from the signing of this Purchase Agreement.
3. **Software Invoicing:** The Software Subscription Licenses fee will be due in annual installments 15 days prior to the anniversary of the initial term as follows:
  - a. \$6,961.51 due upon execution of the Purchase Agreement.
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  - c. \$44,271.09 due 15 days prior to 2nd year anniversary of term start date.
  - d. \$44,271.09 due 15 days prior to 3rd year anniversary of term start date.
4. **Expenses:** In providing the field services included in this Purchase Agreement, **Cartegraph** shall be reimbursed for any reasonable out-of-pocket costs, including, but not limited to, travel, lodging, meals, and cancellation fees. Out-of-pocket expenses are billed based on actual costs incurred and are due separately.
5. **Payment Terms:** All payments are due Net 30 days from date of invoice.

BY EXECUTING THIS PURCHASE AGREEMENT, CUSTOMER ACKNOWLEDGES THAT IT HAS REVIEWED THE TERMS, CONDITIONS, FEES AND CHARGES PROVIDED HEREIN AND IN THE MASTER AGREEMENT, AS WELL AS ANY OTHER EXHIBITS TO THE MASTER AGREEMENT, AND CUSTOMER AGREES TO BE LEGALLY BOUND BY EACH SUCH AGREEMENT.

**Cartegraph Systems, Inc.**

By \_\_\_\_\_  
(Signature)

Tim McCool

(Type or print name)

Title Director of Sales

Date \_\_\_\_\_

**City of Kingsport**

By \_\_\_\_\_  
(Signature)

(Type or print name)

Title \_\_\_\_\_

Date \_\_\_\_\_

---

## **Cartegraph Systems, Inc.**

### **Addendum A - Software Products**

Cartegraph hereby pledges to issue software licenses in the agreed upon quantities specified in your Investment Summary. The "Software," as defined in Master Agreement #MPA001, consists of developed and supported technology products available from Cartegraph.

***In addition to full access to Cartegraph licensed software, your organization will receive:***

#### **1. Support**

**a. *Campus – [www.cartegraph.com/campus](http://www.cartegraph.com/campus)***

Our User Assistance area is a convenient and easily-shareable resource designed to help you and your co-workers better understand the functions and capabilities of your Cartegraph applications. Instantly access user tips, step-by-step guides, videos, and more.

**b. *Dedicated, Unlimited, Toll-free Phone Support - 877.647.3050***

When questions need answers and difficulties arise, count on our industry-leading Support team to provide the guidance and assistance you need. Reach us as often as you need Monday-Friday, 7:00 am-7:00 pm CT.

**c. *Secure, Live Remote Support***

If your challenge requires a more hands-on approach, we have the remote support tools to fix it. Let one of our Support Team members directly interact with your system to find a fast, effective solution.

#### **2. Training & Education**

**a. *Convenient Online Resources***

All the information you need, one click away. Take advantage of online training opportunities, tutorial videos, upcoming event information, and more.

**b. *Regional User Groups***

Meet and network with similar Cartegraph users in your region. Our smaller, more personalized User Groups allow you to find out what other organizations are doing to get more from their Cartegraph Systems.

#### **3. Software Releases & Upgrades**

**a. *New Software Releases***

Be the first to know about all new Cartegraph releases, enhancements, and upgrades. Gain immediate access to the latest features and functionality, and increased system performance.

**b. *Hot Fixes***

If an issue is determined to be a software defect and falls outside the standard release cycle, Cartegraph will issue a hot fix and provide application specialists with detailed levels of product knowledge to work with you in achieving a timely and effective resolution.

BY EXECUTING THIS PURCHASE AGREEMENT, CUSTOMER ACKNOWLEDGES THAT IT HAS REVIEWED THE TERMS, CONDITIONS, FEES AND CHARGES PROVIDED HEREIN AND IN THE MASTER AGREEMENT, AS WELL AS ANY OTHER EXHIBITS TO THE MASTER AGREEMENT, AND CUSTOMER AGREES TO BE LEGALLY BOUND BY EACH SUCH AGREEMENT.

**Cartegraph Systems, Inc.**

By \_\_\_\_\_  
(Signature)

Tim McCool  
(Type or print name)

Title Director of Sales

Date \_\_\_\_\_

**City of Kingsport**

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type or print name)

Title \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_



## AGENDA ACTION FORM

### Approving a Change Order to Two (2) 22 Passenger Cutaway MiniBuses

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

Action Form No.: AF-116-2017  
 Work Session: May 15, 2017  
 First Reading: N/A

Final Adoption: May 16, 2017  
 Staff Work By: Committee  
 Presentation By: C. McCart, S. Hightower

#### **Recommendation:**

Approve the Resolution.

#### **Executive Summary:**

The purchase of two 22 Passenger Cutaway Minibuses for use by KATS was approved by the Board of Mayor and Alderman on February 21, 2017. During a pre-build meeting with the bus manufacture, it was discovered that two items were inadvertently omitted from the bid specifications. One item was the destination signs and associated operator controller. These are the signs mounted on the front and side of the bus that displays the vehicle's route number, major stops, and destination. The other item was the use of notchback seats for foldaway seats. This type of seat design makes the bench seat visually look like two seats which prevents passengers from occupying the entire seating area. The two omitted items have the following prices:

- Destinations Signs & Operator Controller \$7,100 per bus
- Notchback effect for Foldaway Seats \$ 85 per seat (3 seat per bus)

\$7,355 total per bus

x 2 bus

\$14,710 grand total

The funding for these items is already identified in Project/Account # FTA-029 12359026029006.

#### **Attachments:**

1. Resolution
2. Photos

Funding source appropriate and funds are available: je

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

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

A RESOLUTION APPROVING CHANGE ORDER #1 TO THE CONTRACT WITH CREATIVE BUS SALES FOR THE TWO (2) 22 PASSENGER CUTAWAY MINIBUSES AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE CHANGE ORDER

WHEREAS, the City of Kingsport approved the purchase of two (2) 22 passenger cutaway minibuses from Creative Bus Sales on February 21, 2017; and

WHEREAS, since that time, it has been realized that two items were omitted from the bid specifications; and

WHEREAS, the two items are signs and notchback seats for foldaway seats, both of which are standard on all the Kingsport Area Transit Services buses; and

WHEREAS, the change order is in the amount of \$14,710.00 for both buses; and

WHEREAS, the funds for the change order is available in FTA-029 12359026029006.

Now therefore,

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

SECTION I. That Change Order #1 to the purchase of two (2) 22 passenger cutaway minibuses from Creative Bus Sales, to provide for omitted items in the amount of \$14,710.00, is approved and the city manager is authorized to execute a purchase order for same.

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

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

ADOPTED this the 16th day of May, 2017.

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

ATTEST:

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

APPROVED AS TO FORM:

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





Figure 1. Front Destination Sign Example



Figure 2. Front Destination Sign Example



Figure 3. Side Destination Sign Example



Figure 4. Notchback Effect Foldaway Seat Design



## AGENDA ACTION FORM

### Adopting a Public Records Policy

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

Action Form No.: AF-127-2017  
 Work Session: May 15, 2017  
 First Reading: N/A

Final Adoption: May 16, 2017  
 Staff Work By: A. Marshall/M. Billingsley  
 Presentation By: Mike Billingsley

### Recommendation:

Approve the Resolution.

### Executive Summary:

In 2016 Tennessee enacted T.C.A. section 10-7-503(g). It requires all public entities subject to the public records act to establish a written public records policy properly adopted by the appropriate governing authority on or before July 1, 2017.

Accordingly, the attached resolution adopts a public records policy applicable to all employees working under the supervision of the board of mayor and aldermen or the city manager and city boards and commissions, except the board of education, the Kingsport Housing and Redevelopment Authority or the Industrial Development Board of the City of Kingsport, Tennessee. The boards for those groups will have to adopt a policy, also.

The state comptroller provided a Model Public Records Policy. The policy in the resolution is similar to that model policy.

The policy must include (1) the process for making requests to inspect public records or receive copies of public records and a copy of any required request form; (2) the process for responding to requests, including redaction practices; (3) a statement of any fees charged for copies of public records and the procedures for billing and payment; and (4) the name or title and the contact information of the individual or individuals within such governmental entity designated as the public records request coordinator.

### Attachments:

1. Resolution
2. Copy of the model policy issued by the state comptroller

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

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

A RESOLUTION ADOPTING A PUBLIC RECORDS POLICY AS  
REQUIRED BY TENNESSEE CODE ANNOTATED § 10-7-503(g)

WHEREAS, pursuant to Tenn. Code Ann. § 10-7-503(g), the city shall establish a written public records policy properly adopted by the board of mayor and aldermen by July 1, 2017; and

WHEREAS, the policy adopted shall not impose requirements on those requesting records that are more burdensome than state law;

WHEREAS, the policy shall include (1) The process for making requests to inspect public records or receive copies of public records and a copy of any required request form; (2) The process for responding to requests, including redaction practices; (3) A statement of any fees charged for copies of public records and the procedures for billing and payment; and (4) The name or title and the contact information of the individual or individuals within such governmental entity designated as the public records request coordinator; and

WHEREAS, the governing body of the city desires to comply with the recent change in state law as it pertains to records management.

WHEREAS, the policy will apply to those employees working under the supervision of the board of mayor and aldermen or the city manager, along with the boards and commissions of the city; provided, however, it is not applicable to the board of education, the Kingsport Housing and Redevelopment Authority or the Industrial Development Board of the City of Kingsport, Tennessee.

Now therefore,

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

SECTION I. That in compliance with Tenn. Code Ann. § 10-7-503(g) (2016) there is hereby adopted the Public Records Policy for the City of Kingsport, Tennessee, including Public Records Request Form A and Public Records Response Form B as follows:

**PUBLIC RECORDS POLICY  
FOR THE CITY OF KINGSFORT, TENNESSEE**

This policy is applicable to all employees working under the supervision of the board of mayor and aldermen or the city manager. It is also applicable to the boards and commissions of the city; provided, however, it is not applicable to the board of education, the Kingsport Housing and Redevelopment Authority or the Industrial Development Board of the City of Kingsport, Tennessee.

Tenn. Code Ann. § 10-7-503, *et seq.*, commonly called the Tennessee Public Records Act (hereinafter the "Act") provides that, "All state, county and municipal records shall, at all times during business hours, ... be open for personal inspection by any citizen of this state, and those in charge of the records shall not refuse such right of inspection to any citizen, unless otherwise provided by state law. Tenn. Code Ann. § 10-7-503(a)(2)(A).

As required by law personnel of the city shall timely provide access and assistance to citizens of Tennessee requesting to view or receive copies of public records.

No provision of this policy shall be construed to impose requirements on those requesting records that are more burdensome than state law. The integrity and organization of public records, as well as the efficient and safe operation of the city shall be protected as provided by current law. Concerns

about this policy should be addressed to the Public Records Request Coordinator for the city or to the Tennessee Office of Open Record Counsel ("OORC").

This policy is available for inspection and duplication in the office of the city recorder. This policy shall be applied consistently throughout the various offices, departments, and/or divisions of the city.

## **ARTICLE 1 DEFINITIONS**

Sec. 1.1 Records custodian means the office, official or employee lawfully responsible for the direct custody and care of a public record. The records custodian is not necessarily the original preparer or receiver of the record.

Sec. 1.2 Public records means "[a]ll documents, papers, letters, maps, books, photographs, microfilms, electronic data processing files and output, films, sound recordings, or other material, regardless of physical form or characteristics, made or received pursuant to law or ordinance or in connection with the transaction of official business by any governmental agency; and does not include the device or equipment, including, but not limited to, a cell phone, computer, or other electronic or mechanical device or equipment, that may have been used to create or store a public record or state record." Tenn. Code Ann. § 10-7- 503(a)(1)(A) (2016).

Sec. 1.3 Public records request coordinator means any individual, or individuals, designated in Section 2.1 of this policy whose role it is to ensure that public records requests are routed to the appropriate records custodian and that requests are fulfilled in accordance with Tenn. Code Ann. § 10-7-503(a)(1)(B). The public records request coordinator may also be a records custodian.

Sec. 1.4 Requestor means a person seeking access to a public record, whether it is for inspection or duplication.

## **ARTICLE 2 REQUESTING ACCESS TO PUBLIC RECORDS**

Sec. 2.1 Pursuant to Article X, Sec. 3 of the Charter of the City of Kingsport the City Recorder is the official custodian of public records. The public records request coordinator ("PRRC") is the City Recorder or designee. The City Recorder has designated the City Clerk/Deputy City Recorder/Deputy City Recorder to act as the PRRC and the contact information for the City Clerk/Deputy City Recorder/Deputy City Recorder is City of Kingsport, Tennessee, 225 West Center Street, Kingsport, Tennessee 37660, telephone number (423) 229-9000, email address [angiemarshall@kingsporttn.gov](mailto:angiemarshall@kingsporttn.gov).

Sec. 2.2 All public record requests shall be made to the PRRC or designee in order to ensure public record requests are routed to the appropriate records custodian and fulfilled in a timely manner.

Sec. 2.3 Requests for in person inspection of records only cannot be required to be made in writing, although it may be requested by the PRRC. The PRRC will request a mailing or email address from the requestor for providing any written communication required under the Act.

Sec. 2.4 Requests for in person inspection may be made either orally or in writing using Public Records Request Form A, attached hereto, developed by the OORC, given to the City Clerk/Deputy City Recorder/Deputy City Recorder, City of Kingsport, 225 West Center Street, Kingsport, Tennessee 37660, telephone (423) 229-9400, and email address [angiemarshall@kingsporttn.gov](mailto:angiemarshall@kingsporttn.gov).

Sec. 2.5 Requests for copies or requests for inspection and copies shall be made in writing using, Public Records Request Form A, attached hereto, developed by the OORC, and delivered in person or by mail to the City of Kingsport, 225 West Center Street, Kingsport, Tennessee 37660, Attn: City Clerk/Deputy City Recorder/Deputy City Recorder, or by email to [angiemarshall@kingsporttn.gov](mailto:angiemarshall@kingsporttn.gov).

Sec. 2.6 The records custodian may require a requester to present proof of Tennessee citizenship by presentation of a valid Tennessee driver's license or other photo identification, if the person possesses a photo identification, issued by a governmental entity that includes the requestor's address. If a requestor does not possess a photo identification, the records custodian may require other forms of identification acceptable to the records custodian as a condition to inspect or receive

copies of public records.

### **ARTICLE 3 RESPONDING TO PUBLIC RECORDS REQUESTS**

#### **Sec. 3.1 Public Record Request Coordinator**

Sec. 3.1.1 To ensure that no confidential information is released for inspection and to ensure compliance with the Act, all requests for inspection or copying of public records must be made to the PRRC. Any employee receiving a request for inspection or copies of public records will promptly send the request to the PRRC and allow the PRRC to process the request. The PRRC will review public record requests and make an initial determination of the following:

- (a) If the requestor provided evidence of Tennessee citizenship;
- (b). If the records requested are described with sufficient specificity to identify them; and
- (c). If the city is the custodian of the records.

Sec. 3.1.2 The PRRC will acknowledge receipt of the request and take any of the following appropriate action(s):

- (a) Advise the requestor of this Policy and the requirements regarding:
  - (1) Proof of Tennessee citizenship (If appears clear that the requestor is not a citizen of Tennessee, i.e. the requestor makes a request for copies and the address is out of state or the requestor is not a natural person, the PRRC may initially deny the request, explain the requirement of citizenship and allow the requestor the opportunity to provide proper proof of citizenship);
  - (2) Form(s) required for copies;
  - (3) Fees (and labor threshold and waivers, if applicable); and
  - (4) Aggregation of multiple or frequent requests.
- (b) If appropriate, deny the request in writing, providing the appropriate ground such as one of the following:
  - (1) The requestor is not, or has not presented evidence of being, a Tennessee citizen;
  - (2) The request lacks specificity;
  - (3) An exemption makes the record not subject to disclosure under the Act;
  - (4) The city is not the custodian of the requested records; or
  - (5) The records do not exist.
- (c) If appropriate, contact the requestor to see if the request can be narrowed.
- (d) Forward the records request to the appropriate personnel in the city.
- (e) If requested records are in the custody of a different governmental entity and the PRRC knows the correct governmental entity, the PRRC should advise the requestor of the name of the governmental entity and the PRRC for that entity, if known.

Sec. 3.1.3 If the PRRC is uncertain whether an applicable exemption applies, PRRC may consult with the PRRC, the city attorney or the OORC.

#### **Sec. 3.2 Records Custodian**

Sec. 3.2.1 Upon receiving a public records request from the PRRC, the records custodian or designee shall promptly make available for inspection any records not specifically exempt from disclosure in accordance with Tenn. Code Ann. § 10-7-503. If the records custodian is uncertain whether an applicable exemption applies, the records custodian may consult with the PRRC, the city attorney, or through the PRRC, with the OORC.

Sec. 3.2.2 In the event it is not practicable to promptly provide the requested record that not exempt from disclosure then the records custodian will, within seven (7) business days from the records custodian's receipt of the request:

- (a) Make the information available to the requestor;

- (b) Deny the request in writing or by completing a Public Records Request Response Form B, attached hereto, developed by the OORC, and the response shall include the basis for the denial; or
- (c) Furnish the requestor a completed Public Records Request Response Form B, attached hereto, stating the time reasonably necessary to produce the record or information.

Sec. 3.2.3 If the records custodian reasonably determines production of records should be segmented because the records request is for a large volume of records, or additional time is necessary to prepare the records for access, the records custodian shall use the Public Records Request Response Form B to notify the requestor that production of the records will be in segments and that a records production schedule will be provided as expeditiously as practicable. If appropriate, the records custodian should contact the requestor to see if the request can be narrowed.

Sec. 3.2.4 If the records custodian discovers records responsive to a records request were omitted, the records custodian should contact the requestor concerning the omission and produce the records as quickly as practicable.

### Sec. 3.3 Redaction

Sec 3.3.1 If a record contains confidential information or information that is not open for public inspection, the records custodian shall prepare, if possible, a redacted copy and the redacted record shall be made available for inspection and copying. If questions arise concerning redaction, the records custodian should coordinate with the city attorney or other appropriate parties regarding review and redaction of records. The records custodian and the PRRC may also consult with the OORC.

Sec. 3.3.2 Whenever a redacted record is provided, the records custodian should provide the requestor with the basis for redaction. The basis given for redaction shall be general in nature and not disclose confidential information.

Sec. 3.3.3 Information made confidential by state law shall be redacted whenever possible, and the redacted record shall be made available for inspection and copying. The redaction of confidential information shall not constitute the creation of a new record. Costs associated with redacting records, including the cost of copies and staff time to provide redacted copies, shall be borne as provided by law.

## **ARTICLE 4 INSPECTION OF RECORDS**

Sec. 4.1 There shall be no charge for inspection of public records, except costs associated with redacting records, including staff time to provide redacted copies, shall be borne as provided by law.

Sec. 4.2 The PRRC or the records custodian will determine the location for inspection of records within the offices of the city. All inspections of records must be performed under the supervision and presence of the records custodian or designee.

Sec. 4.3 When a reasonable basis exists, the PRRC or the records custodian may require an appointment for inspection.

## **ARTICLE 5 COPIES OF RECORDS**

Sec. 5.1 Upon completion of the copying of the records requested and payment for all costs, the requestor may pick up a copy of the records at the office of the PRRC. Upon request by the requestor and the payment for postage, delivery of the records by can be made via USPS First-Class Mail. It is within the discretion of the PRRC to agree to deliver copies of records by other means, including electronically, and to access the costs related to such deliver.

Sec. 5.2 At the discretion of the PRRC, and depending on the size and location of the requested record, requestors may be permitted to make copies of records with his or her personal equipment, provided it will not damage the records and provided the copying does not require anything to be is



attached or connected, by wire, wireless or otherwise, to any computer belonging to the city. Requestors may purchase storage devices from the city upon which the records will be downloaded by the city.

## **ARTICLE 6 FEES AND CHARGES AND PROCEDURES FOR BILLING AND PAYMENT**

Sec. 6.1 The records custodian shall provide requestors with an itemized estimate of the charges prior to producing copies of records and will require pre-payment of the estimated charges before producing the requested records.

Sec. 6.2 When fees for copies do not exceed \$1.00, the fees may be waived.

Sec. 6.3 Fees and charges for 8½" x 11" or 8½" x 14" copies are \$0.15 per page black and white copies, and \$0.50 per page for colored copies. A charge for two separate pages will be imposed for each single duplex copy. If a public record is maintained in color but can be produced in black and white, the records custodian shall advise the requester that the records can be produced in color, if the requester is willing to pay a charge higher than that of a black-and-white copy.

Sec. 6.4 There is no charge for the first hour of labor necessary to produce the requested records. This is known as the "labor threshold". The records custodian shall charge for labor exceeding the labor threshold. Labor is the time, in hours, reasonably necessary to produce requested records, including the time spent locating, retrieving, owning, redacting, and producing records. The hourly wage of employer is based upon the hourly wage of the employee and does not include benefits. If the employee is not paid on an hourly basis, the hourly wage determined by dividing the employee's annual salary by the required hours to work per hour. In calculating labor charges, the records custodian should determine the total amount of labor for each employee and subtract below the threshold from the labor of the highest-paid employee(s). The records custodian should then multiply the amount of labor for each employee by each employee's hourly wage to calculate the total amount of labor charges associated with the request.

Sec. 6.5 Additional charges other than copying and labor shall include the actual out of pocket cost of any other medium upon which a record/information is being produced; charges to deliver copies via USPS first-class mail or other delivery method requested by the requestor; and charges permitted by Tenn. Code Ann. § 10-7-506(c). When providing electronic records, the records custodian may charge per page cost only when paper copies that do not already exist are required to be produced in responding to the request, such as when the record must be printed to be redacted.

Sec. 6.6 If an outside vendor is used, the actual costs assessed by the vendor to the city shall be a charge payable by the requestor.

Sec. 6.7 Payment for estimated charges and actual charge must be made by cash or check payable to the City of Kingsport and presented to the PRRC.

Sec. 6.8 Payment in advance will be required when costs are estimated to exceed \$1.00.

Sec. 6.9 Aggregation of Frequent and Multiple Requests

Sec. 6.9.1 The city will aggregate record requests in accordance with the Frequent and Multiple Request Policy promulgated by the OORC when more than four (4) requests are received within a calendar month (either from a single individual or a group of individuals deemed working in concert). The PRRC is responsible for making the determination that the requests are aggregate or that a group of individuals are working in concert. The PRRC or the records custodian will inform the requester(s) of the decision to aggregate or that they have been deemed to be working in concert. The PRRC will inform such requestor(s) of the right to appeal the decision to the OORC.

Sec. 6.9.2 If more than four (4) requests are received within a calendar month the request will be aggregated, and the requestor shall be charged a fee for any and all labor that is reasonably necessary to produce the copies of the requested records. Once the aggregation threshold is reached, the records custodian is no longer required to deduct the labor threshold set forth above in section 6.4 or any other minimum charge per request threshold that would ordinarily be waived.

Sec. 6.9.3 Requests for current records that are routinely released and readily accessible, such as agendas or minute meetings, are exempt from aggregation and are not counted in determining whether more than four (4) requests are received within a calendar month.

Sec. 6.9.4 Records requests will be aggregated at the city level.

### PUBLIC RECORDS REQUEST FORM A

*The Tennessee Public Records Act (TPRA) grants Tennessee citizens the right to access open public records that exist at the time of the request. The TPRA does not require records custodians to compile information or create or recreate records that do not exist.*

**To:** City Clerk/Deputy City Recorder/Deputy City Recorder, City of Kingsport, Tennessee, 225 West Center Street, Kingsport, Tennessee 37660

**From:** \_\_\_\_\_  
**Requestor's Name and Contact Information, including an address to receive any required written response**

**Is the requestor a Tennessee citizen?** ☐ Yes ☐ No

**Request:** ☐ Inspection - The TPRA does not permit fees or require a written request for inspection only.

☐ Copy/Duplicate

If costs for copies are assessed, the requestor has a right to receive an estimate. Do you wish to waive your right to an estimate and agree to pay copying and duplication costs in an amount not to exceed \$ \_\_\_\_\_? If so, initial here: \_\_\_\_\_.

**Delivery preference:**  
☐ Electronic

☐ On-Site Pick-Up ☐ USPS First-Class Mail  
☐ Other: \_\_\_\_\_

#### Records Requested:

Provide a detailed description of the record(s) requested, including: (1) type of record; (2) timeframe or dates for the records sought; and (3) subject matter or key words related to the records. Under the TPRA, record requests must be sufficiently detailed to enable a governmental entity to identify the specific records sought. As such, your record request must provide enough detail to enable the records custodian responding to the request to identify the specific records you are seeking.

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\_\_\_\_\_  
Signature of Requestor & Date Submitted

\_\_\_\_\_  
Signature of Public Records Request Coordinator & Date Received

1 Note, Tenn. Code Ann. § 10-7-504(a)(20)(C) permits charging for redaction of private records of a utility.

### PUBLIC RECORD REQUEST RESPONSE FORM B

Requestor's Name and Contact Information

Date

In response to your records request received on \_\_\_\_\_ this office is taking the action(s)<sup>1</sup> indicated below:

☐ The public record(s) responsive to your request will be made available for inspection:<sup>1</sup>

Location: \_\_\_\_\_

Date & Time: \_\_\_\_\_

☐ Copies of public record(s) responsive to your request are:

☐ Attached;

☐ Available for pickup at the following location: \_\_\_\_\_

☐ Being delivered via: ☐ USPS First-Class Mail ☐ Electronically ☐ Other: \_\_\_\_\_

☐ Your request is denied on the following grounds:

☐ Your request was not sufficiently detailed to enable identification of the specific requested record(s). You need to provide additional information to identify the requested record(s).

☐ No such record(s) exists or this office does not maintain record(s) responsive to your request.

☐ No proof of Tennessee citizenship was presented with your request. Your request will be reconsidered upon presentation of an adequate form of identification.

☐ You are not a Tennessee citizen.

☐ You have not paid the estimated copying/production fees.

☐ The following state, federal, or other applicable law prohibits disclosure of the requested records: \_\_\_\_\_

☐ It is not practicable for the records you requested to be made promptly available for inspection and/or copying because:

☐ It has not yet been determined that records responsive to your request exist; or

☐ The office is still in the process of retrieving, reviewing, and/or redacting the requested records.

The time reasonably necessary to produce the record(s) or information and/or to make a determination of a proper response to your request is: \_\_\_\_\_

If you have any additional questions regarding your record request, please contact the undersigned.

Sincerely,

Angela Marshall  
City Clerk/Deputy City Recorder/Deputy City Recorder  
City of Kingsport  
225 West Center Street  
Kingsport, Tennessee 37660

<sup>1</sup> If all requested records do not have the same response, so indicate

**SECTION II.** That if any section, paragraph, or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions hereof.

**SECTION III.** That this resolution shall remain in effect until repealed, amended or superseded by the board of mayor and aldermen.

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

welfare requiring it.

ADOPTED this the 16<sup>th</sup> day of May, 2017.

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JOHN CLARK, MAYOR

ATTEST:

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JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

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J. MICHAEL BILLINGSLEY, CITY ATTORNEY



## AGENDA ACTION FORM

### Awarding the Bid for the Purchase of One (1) Cab/Chassis with Street Sweeper

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

Action Form No.: AF-97-2017  
 Work Session: May 15, 2017  
 First Reading: N/A

Final Adoption: May 16, 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 cab/chassis with street sweeper 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 Stringfellow for one (1) Tymco 600 2018 Freightliner as follows:

	\$236,010.00	Unit Price
Less	<u>\$10,000.00</u>	Trade-In Allowance Equipment # 1546
	\$226,010.00	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:

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

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

A RESOLUTION AWARDDING THE BID FOR THE PURCHASE OF ONE CAB/CHASSIS WITH STREET SWEEPER TO STRINGFELLOW, 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) cab/chassis with street sweeper for the use at the public works department; and

WHEREAS, the city will receive \$10,000.00 for a trade-in allowance for vehicle #1546; and

WHEREAS, upon review of the bids, the board finds Stringfellow, 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) Tymco 600 2018 Freightliner street sweeper from Stringfellow, Inc. at a total purchase cost of \$226,010.00, which includes the deduction of the \$10,000.00 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) Tymco 600 2018 Freightliner street sweeper at a total purchase cost of \$226,010.00, which includes the deduction of the \$10,000.00 trade-in allowance, is awarded to Stringfellow, 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 16<sup>th</sup> 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:

CAB/CHASSIS WITH STREET SWEEPER						
Vendor:	Qty.:	Unit Cost:	Trade-In #1546:	Alternate:	Delivery Time:	Make/Model:
Stringfellow	1	\$236,010.00	\$10,000.00	N/A	90-120 Days	Tymco 600 2018 Freightliner
Carolina Industrial Equipment	1	\$207,970.00	\$ 3,000.00	\$1,800 – optional sweep path	150 Days	Johnston RT655
CMI Equipment Sales	1	\$217,000.00	\$ 2,500.00	Add \$12,500 for 304 Stainless Steel	90-110 Days	2017 Freightliner M2 W/Schwarze A700

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



## FLEET MAINTENANCE DIVISION

### City of Kingsport, Tennessee

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**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:** March 30, 2017

**Re:** Street Sweeper Purchase Recommendation

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This will confirm our review and recommendation to purchase the low compliant bid of the following vendor and further recommending the acceptance of the \$10,000 trade in offering.

<u>Item</u>	<u>Quantity</u>	<u>Description</u>	<u>Award to Vendor</u>	<u>Fuel Economy</u>
1	1	Tymco 600/ 2018 Freightliner	Stringfellow	5.8 MPG

#### **Low Compliant Bidder**

The bidder recommended is compliant in all major aspects of the minimum specification requirements for the Street Sweeper Truck(s) specified. The lower bid offering of Carolina Industrial Equipment was not compliant in several areas, however, the most critical exception was the supplemental wide sweep broom requirement need for the successful pickup of leaves during the fall season of the year. Current fleet sweeper design has required that an additional wide sweep header broom be added to accommodate the need for faster and more efficient leaf and debris pickup. Carolina has taken exception to this requirement and will not provide this option. A copy of the Truck Committee's comparison evaluation is attached. This evaluation reflects the least exceptions were taken by Stringfellow.

#### **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 90-120 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 by Streets and Sanitation Manager – Ronnie Hammonds, Street Maintenance Supervisor - Greg Willis, Sanitation Supervisor - Rodney Deel, and Fleet Manager - Steve Hightower, who are agreement with this recommendation. Confirming email of agreement is attached.

### **Fuel Economy Improvement**

00%

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

### **Trade In(s)**

1. Trade in(s):

a. Unit Number: 1546 – 2002 Ford CF7000 w Johnston Sweeper – Age: 15 Years 3.35 MPG

### **Origin Information**

1. New Unit Origin of Manufacture:

- a. Cab/ Chassis Mfg.– Mt. Holly, NC
  - i. 98% Domestic/ 2% Foreign Materials
- b. Body Manufacture – Waco, Texas
  - i. 9% Domestic/ 1% Foreign Materials

2. New Unit Purchase Dealer:

- c. Cab/ Chassis/ Body – Triad Freightliner – Kingsport, TN
- d. Body Dealership – Stringfellow, Nashville, TN

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

Stringfellow Inc.  
 2018 Freightliner/ Tymco 600  
 Delivery 90-120 days  
 \$226,010.00 Cost after Trade-in

Specifications	Exceptions. 19
3.0 WHEELBASE 167" minimum, with a 102" CA, minimum, and a 63 inch frame overhang	165" Wheelbase
4.0 A single speed (ratio 6.14 minimum) rear axle rated at 21,000 pounds (minimum) shall be provided	6.43 Ratio
9.2/1 Manufacturers standard left hand outboard frame mounted vertical after treatment system with top-stack shall be provided	Horizontal Exhaust
9.2/3 A manual provision for regeneration request of exhaust shall be provided.	Horizontal Exhaust
10.4 One additional tank shall be provided for the auxiliary engine (sweeper power).	One tank only
10.5 Auxiliary engine fuel tank shall be equipped with a sight gauge and shall have a capacity to provide for 12 hours (minimum) of operation.	One tank only
11.1 A four or five speed automatic transmission similar in design and performance characteristics to the Allison "2500 RDS" or equivalent, shall be provided.	6 Speed
12.9 All electrical circuits shall be protected by manual reset circuit breakers.	Fuse and solid state circuit protectors
13.18 Mud flaps shall be provided front, rear, and mounted front of rear wheels and include supports to keep flaps from contacting tires	No mud flaps in front of rear wheels
17.8 Flame retardant conduit for all electrical wiring	Flame retardent conduit N/A
18.0 An air operated solenoid type throttle shall be provided	Electronically controlled Throttle
19.10 The door cylinder shall incorporate a counterbalance valve to prevent accidental closing in the event of a hydraulic hose or cylinder failure.	Internal lock valve
19.19 Abrasion resistance body intake tube shall be constructed of AR steel.	Stainless steel
19.21 The rear door shall have two (2) 3" drain hoses at staggered heights to enable water to be drained off	Single drain hose
20.3 Blower housing shall have port for inspection and shall be constructed of AR steel.	Steel blower housing with / bolt in rubber liner
23.5 The pick up head shall incorporate a "hop" feature for ingress of bulky materials.	N/A unsafe
23.6 Two (2) spray nozzles will be located at the inside intersection of the suction tube and pickup head and be serviceable from the exterior of the machine.	All external nozzles
24.1 All controlling systems for the sweeper's pneumatics, water and hydraulics shall be housed within the engine compartment to prevent damage from weather	Control systems protected/ not all in engine compartment
25.9 The body dump controls shall be controlled via a handheld pendant to permit operation from within the cab or outside the cab.	No pendant / Dump switch on side of hopper
25.1 The pendant shall have a 15' reach from the cab	No pendant
26.6 A hydraulically driven twin diaphragm water pump shall be provided and shall be supplied with an electronic solid state liquid level sensor to automatically shut off pump and turn on the low water warning lamp when water is depleted	Belt driven pump w/ auto shutdown
28.5 Boom controls shall be located on a remote controlling handheld pendant with 25' of cable	Wireless remote



Carolina Industrial Equipment

Chassis / Unknown/ No Information Provided on Chassis Offering

Johnston RT-655

Delivery 150 days

\$206,770.00 Cost after Trade-In + \$1,800 Optional Sweep Path

Specifications	Exceptions, 25
8.2 Rear Heavy duty disc type wheels with 11R x 22.5-G (14 ply rating) tubeless, directional type tread, radial tires shall be provided	Not available from Freightliner
9.2/2 A manual provision for regeneration request of exhaust shall be provided.	Right hand vertical exhaust is turned out of line of vision
10.5 Auxiliary engine fuel tank shall be equipped with a sight gauge and shall have a capacity to provide for 12 hours (minimum) of operation.	Digital fuel gauge in cab / no sight glass
12.9 All electrical circuits shall be protected by manual reset circuit breakers	Circuit breakers not available
16.1 The auxiliary engine providing power to the sweeper unit shall be a 4 cylinder, water cooled, naturally aspirated, industrial diesel engine	Auxiliary engine is not naturally aspirated
19.1 Body shall be fabricated of reinforced 10 gauge non magnetic stainless steel (minimum) with a stainless steel floor and equipped with manufacture's optional body abrasion package covering all applicable wear components	Nirosta Stainless Steel 9 Gauge
19.18 A hopper deluge system shall be supplied with a 1½" hydrant hose connector on the outside of the rear door and a minimum of four (4) nozzles inside the hopper	Hydrant hose connector mounted on the curb side of hopper
23.10 The pick-up head shall be equipped with a hydraulically actuated front curtain lifter operated from inside the cab to aid in sweeping leaves and bulky debris	HOP feature / No curtain lifter
23.11 Manufacturer's standard wide sweep broom shall be mounted at the rear of the pick-up head to aid in heavy duty debris removal and shall be fully enclosed	No center Broom
23.11 Manufacturer's standard wide sweep broom shall be mounted at the rear of the pick-up head to aid in heavy duty debris removal and shall be fully enclosed	No Broom
23.12 Control of the broom rotation and positioning shall be accomplished by a single toggle switch located on the control console in the cab	No Broom
23.13 The broom shall be driven hydraulically with a separate hydraulic pump to be provided for all broom functions	No Broom
23.14 The broom shall be approximately 79" long and 12" in diameter	No Broom
23.15 Broom pattern adjustment shall be provided at the top of pick-up head	No Broom
23.16 Design of broom suspension shall provide automatic independent adjustment of each broom end to the surface being swept	No Broom
23.17 The broom cavity shall be provided with a deluge cleaning system utilizing an 1½" hydrant hose connector	No Broom
23.18 Two (2) hydraulic cylinders shall be incorporated to provide positioning and the independent suspension of the broom ends.	No Broom
23.19 Down pressure and broom pattern shall be hydro mechanically controlled to provide maximum broom performance and life	No Broom
26.8 A 25' x 2 ½" hydrant hose with quick connect coupling shall be furnished and shall be provided with a stainless 100 mesh cleanable filter	in line mesh stainless steel filter
30.2 Awarded vendor shall be required to reimburse any expenses incurred by the City covering transport labor cost or shipment charges on any unit component or attached component failure when the unit or component manufacturer requires an "Authorized dealer repair only" and when the authorized repair facility extends beyond a fifty (50) mile radius of the City of Kingsport city limits during the warranty period	CIE will manage all Warranty work contingent upon CIE Written Approval of said work
30.3 Towing and hauling service to a repair facility shall be provided at "no cost" to the City of Kingsport throughout the complete warranty period of the unit on any of the incorporated components or attachments on the unit	CIE will manage all Warranty work contingent upon CIE Written Approval of said work
30.4 The awarded vendor shall be required to reimburse the City of Kingsport for any and all unit warranty repair expenses, to include towing or hauling services, incurred by the City of Kingsport during the warranty period	CIE will manage all Warranty work contingent upon CIE Written Approval of said work
30.5 Reimbursement shall occur within a maximum of 30 days of notification of a reimbursement claim.	CIE will manage all Warranty work contingent upon CIE Written Approval of said work
30.6 Awarded vendor shall agree to perform, or have performed, any and all warranty work on the unit and any installed attachment(s) or unit component throughout the complete warranty period which will begin at the time the unit(s) are placed into active service	CIE will manage all Warranty work contingent upon CIE Written Approval of said work
30.11 Towing service shall be provided though the warranty period for warrantable breakdowns requiring tow	CIE will manage all Warranty work contingent upon CIE Written Approval of said work



## CMI Equipment Sales

2017 Freightliner M2/ Schwartz A700 Sweeper

Delivery 90-110 days

\$227,000.00 Cost after Trade-In plus Stainless Steel Requirement Option

Specifications	Exceptions 22
3 0 WHEELBASE 167" minimum, with a 102" CA, minimum, and a 63 inch frame overhang	164" Wheelbase and 64" overhang
10 1 30 gallon (minimum) fuel tank shall be provided	50 Gal Fuel Tank fuels both front and rear engines
16 2 Engine shall have a minimum displacement of 275 cubic inches and shall be capable of developing at least 99 BHP@ 2,200 RPM and 339 ft. lbs torque @1 600 RPM	
16 12 An access ladder with sure grip treads shall be installed for the purpose of gaining safe access to engine compartment	No ladder
19 1 Body shall be fabricated of reinforced 10 gauge non magnetic stainless steel (minimum) with a stainless steel floor and equipped with manufacture's optional body abrasion package covering all applicable wear components	Some magnetic
19 12 If a dump discharge is provided, the sweeper hopper body prop shall be full width as frame and automatically engage when the hopper is raised and be disengaged without reaching under the raised hopper	Took exception no explanation given
19 14 A dump body shall provided a tip angle of no less than 55 degrees.	53 Degree dump angle
19 20 Two (2) inspection doors shall be provided at each side of the sweeper along with safe grip handles and steps to allow quick inspection of hopper, cleaning of the rear screens, and placement of large objects in the hopper	Took exception no explanation given
19 21 The rear door shall have two (2) 3" drain hoses at staggered heights to enable water to be drained off	1 drain only
20 1 The vacuum turbine blower shall be driven utilizing either a fluid coupling or direct drive design.	Direct belt drive
23 1 The pick-up head shall be equipped with a hydraulically actuated front curtain lifter operated from inside the cab to aid in sweeping leaves and bulky debris	Not needed
23 11 Manufacturer's standard wide sweep broom shall be mounted at the rear of the pick-up head to aid in heavy duty debris removal and shall be fully enclosed	No Broom
23 12 Control of the broom rotation and positioning shall be accomplished by a single toggle switch located on the control console in the cab.	No Broom
23 13 The broom shall be driven hydraulically with a separate hydraulic pump to be provided for all broom functions.	No Broom
23 14 The broom shall be approximately 79" long and 12" in diameter.	No Broom
23 15 Broom pattern adjustment shall be provided at the top of pick-up head.	No Broom
23 16 Design of broom suspension shall provide automatic independent adjustment of each broom end to the surface being swept	No Broom
23 17 The broom cavity shall be provided with a deluge cleaning system utilizing an 1½" hydrant hose connector	No Broom
23 18 Two (2) hydraulic cylinders shall be incorporated to provide positioning and the independent suspension of the broom ends.	No Broom
23 19 Down pressure and broom pattern shall be hydro mechanically controlled to provide maximum broom performance and life	No Broom
25 9 The body dump controls shall be controlled via a handheld pendant to permit operation from within the cab or outside the cab.	Inside cab
25 6 A hydraulically driven twin diaphragm water pump shall be provided and shall be supplied with an electronic solid state liquid level sensor to automatically shut off pump and turn on the low water warning lamp when water is depleted.	Electric Water pump

## Sweeper Bid Evaluation

The City of Kingsport has recently purchased two new Johnston sweepers to replace our aging sweepers.

The Johnston sweepers purchased are Regenerative air sweepers replacing the Vacuum type sweeper. The Vacuum type sweeper is designed for sweeping Curb and Gutter with the use of a flusher truck washing the road spoils into the gutter and then the sweeper picking up the material from the gutter.

The Regenerative air sweeper is designed to retrieve debris from the roadway without washing it into the gutter. Gutter brooms pull material towards the center of the pickup head. This system cleans the entire roadway without flushing keeping many of the spoils from reaching the storm water system.

The recent street sweeper Bid process has developed down to choosing between the Johnston sweeper and the Tymco sweeper. The Johnston sweeper has taken 25 exceptions and the Tymco has taken 19 exceptions. Our Specifications are written to produce several bidders with the ability for us to access, evaluate and determine the best equipment for our needs. Some key components to our decision have been determined. We have determined that a main broom, lift curtain, and a nonmagnetic stainless steel sweeper body are critical for our needs. The main broom was not offered by Johnston on their sweeper, Tymco has a main broom that allows for the sweeping of heavily soiled areas for quicker and easier cleanup of roadway. The lift curtain is a feature that allows the front of the pickup head to open up letting objects such as stone, walnuts, and leaf piles to be picked up without shoving piles and scattering, and also reduce the need for multiple passes. The Johnston sweeper only offers a HOP system, this system creates the need for multiple passes due to the scattering of material. The nonmagnetic stainless steel was not offered by Johnston sweepers and only offered by Tymco.

The Johnston sweepers that we have in service now have been evaluated and have some performance issues that are below standards. The down time based on the 2016 and 2017 figures indicate that they are able to operate only 58% of the time with a 42% down time for repairs. Warranty repairs have been an issue with Carolina Industrial and creating confusion on the repairs of the sweepers. Carolina Industrial has also taken exception on Warranty issues stating **"CIE will manage all warranty work Contingent upon CIE written approval of said work". This will possibly cause added down time for repairs.** These down time issues have cost the City approximately \$ 53,654.00 dollars in 2016, and \$ 50,524.56 in 2017, given these figures within three (3) years we will have the cost equivalent of the purchase price of two new sweepers.

Comparing the costs of all three bidders, if all bidders offered the same identical equipment specified, the cost difference would be \$3,540.00. Given our current evaluation, it is our recommendation that the Lowest Compliant bidder, Stringfellow Inc. (Tymco), be awarded the bid.

Thank you for your time and consideration in this matter.

Greg Willis: Streets Supervisor

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Exceptions Taken 25	Exceptions Taken 22	Exceptions Taken 19
Carolina Industrial Equip.	CMI Equipment sales	Stringfellow Inc.
Chassis / unknown	2017 Freightliner M-2	2018 Freightliner
Johnston RT-655	Schwarze A-700 sweeper	Tymco 600
Delivery 150 Days	Delivery 90-110 days	Delivery 90-120
cost after trade-in \$204,970.00	cost after trade-in \$214,500.00	
<b>Stainless Steel \$12,500.00</b>	<b>Stainless Steel \$12,500.00</b>	
<b>Broom \$ 5,000.00</b>	<b>Broom \$ 5,000.00</b>	
<b>Lift Curtain \$ 1,500.00</b>	<b>Lift Curtain \$ 1,500.00</b>	
<b>Warranty</b>		
<b>Total \$223,970.00</b>	<b>Total \$ 233,500.00</b>	<b>Total \$226,010.00</b>
Low Bid		Low Compliant Bid
		\$2,040 over lowest bid
Main Broom not available	Main Broom not available	



## AGENDA ACTION FORM

### Amend Personnel Policies and Procedures

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

Action Form No.: AF-119-2017  
 Work Session: May 15, 2017  
 First Reading: N/A

Final Adoption: May 16, 2017  
 Staff Work By: Committee  
 Presentation By: George DeCroes

### Recommendation:

Approve the Resolutions.

### Executive Summary:

Human Resources periodically reviews the City's Personnel Policies and Procedures and provides updates when required. The following policies are recommended for updating:

#### Vacation Leave Policy:

- Changed to give prior service credit as a full-time city employee to employees rehired for vacation accrual rates.

#### Wage and Salary Policy:

- Added sentence in Holiday Pay section for clarification. All full-time employees will be eligible for holiday pay pursuant to Wage and Salary Policy (including those on unpaid leave).

### Attachments:

1. Resolution - Vacation
2. Resolution - Wage and Salary
3. New Policy (with revisions marked)

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

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

A RESOLUTION AMENDING RESOLUTION NO. 2008-213, A  
VACATION LEAVE POLICY FOR CITY EMPLOYEES

WHEREAS, the city adopted Vacation Leave Policy Resolution No. 2008-213, effective May 20, 2018; and

WHEREAS, the city would like to amend the Vacation Leave Policy regarding prior service credits for rehired employees.

Now, therefore,

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

SECTION I. That Section I of Resolution No. 2008-213 adopting a Vacation Leave Policy is amended as follows:

**POLICY**

Vacation leave is available for all board approved regular full-time employees who have successfully completed the initial six month probationary period.

Vacation leave accrues on a monthly basis from January 1 through December 31 of each calendar year. The amount of paid vacation leave an employee accrues each month is based upon designated accrual rates and months of service as follows:

Board Approved Regular Full-Time

Vacation accrual rates: Service

Time

1 month\* through 60 months of service:  
(80 hours maximum per year)

6.67 hours per month

61 through 156 months of service:  
(120 hours maximum per year)

10 hours per month

157 through 336 months of service:  
(160 hours maximum per year)

13.33 hours per month

337 months or more of service:  
(200 hours maximum per year)

16.67 hours per month

*\*For the purpose of computing vacation leave, accrual for the full month will be granted if the employee's hire date is on or before the 15th day of the month. For employees with a hire date on or after the 16th of the month there will be no accrual of vacation for that month.*

Vacation leave accrues only for employees while serving in board approved regular full-time positions. Accruals are based on continuous service with the city, which includes approved leave. Effective January 1, 2017, and prospectively, except as set out herein below, all prior service as a board approved full-time employee, working under the city manager, will be used in determining service time for vacation accrual rates only, except as otherwise required by law. This policy does not apply to employees who have received credit for previous service in determining accrual of vacation.

Employees who work 24 hour shifts will be given vacation leave in blocks of three (3) scheduled work shifts extending from scheduled four (4) days off to the next scheduled four (4) days off. Vacation leave may be taken as one (1), two (2), three (3), four (4), or five (5) blocks according to accrued time and as approved by the department head or designee.

Vacation leave is accrued at the end of each month and is available for use, in accordance with the requirements contained in this policy, in the month/months following such accrual.

Beginning on January 1 of each calendar year, an employee's vacation leave will not exceed the vacation leave accrued but unused in the previous year, and a maximum of 80 hours vacation leave accrued but unused from previous calendar years.\* Any unused vacation leave beyond the annual designated accrual plus 80 hours will be forfeited. The city does not provide vacation pay for forfeited vacation leave. Once forfeited, such vacation leave is not longer accrued and is removed from the official record.

*\*By way of explanation, it is the intent of this policy that employees may carry over the previous year's accrued but unused vacation leave plus up to an additional eighty (80) hours of vacation leave. Eligible employees may request to use vacation leave upon its accrual.*

All vacation leave must be approved in advance by the employee's department head or designee. Although vacation leave may "accrue" it may not be used until the employee's request to use the vacation leave is approved by the department head or designee.

Each department head or designee will schedule vacation leave with particular regard to departmental work requirements. Vacation leave may not be taken before being accrued. Department heads or designees will, to the extent possible, schedule vacation leave for each of their employees at the beginning of the calendar year. When the need arises and the requirements of the city demand it, vacation leave may be suspended by the department head or designee temporarily to meet those needs. Additionally, a department head or designee may require an employee take vacation leave when the department head or designee determines it in the best interest of the city. Official holidays occurring during vacation leave will be counted as holiday leave, not as vacation leave.

Vacation leave does not accrue for overtime hours.

Vacation leave does not accrue and cannot be used while an employee is placed on suspension, pursuant to the city's corrective action policy.

An employee, who in the normal scope of their job handles city monies, is required to take one (1) contiguous work week of vacation leave during the calendar year.

An employee whose employment with the city is terminated (voluntarily or involuntarily – including retirement) may receive pay for any vacation leave which has accrued but is unused up to the date of termination. Provided, however, an employee whose employment is terminated, voluntarily or involuntarily, on or before the expiration of their six month probationary period will not be eligible for and will not receive any pay for vacation leave.

The city payroll office will keep the official records of vacation leave accrual and use. If a reporting error is discovered in the official records, a correction of the error will be made only for the ninety (90) calendar days immediately proceeding notification of such error to the Human Resources Manager.

#### **Other Provisions**

Nothing in this policy should be construed to conflict with or supersede state or federal law, or as interfering with the constitutional rights of employees.

While the city is committed to the principles embodied in this policy, the policy itself is not intended to state contractual terms and does not constitute a contract between the city and its employees. This policy supersedes all policies that conflict with the terms of this policy. Furthermore, this statement constitutes ONLY the policy of the city. A finding of a violation of this policy does not mean that the conduct violates state and/or federal laws.

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

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

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

ADOPTED this the 16th day of May, 2017.

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JOHN CLARK, MAYOR

ATTEST:

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JAMES H. DEMMING, CITY RECORDER



APPROVED AS TO FORM:

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J. MICHAEL BILLINGSLEY, CITY ATTORNEY

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

A RESOLUTION AMENDING RESOLUTION NO. 2016-174, A  
WAGE AND SALARY POLICY FOR CITY EMPLOYEES

WHEREAS, the city adopted Wage and Salary Policy Resolution No. 2016-174, effective May 17, 2016; and

WHEREAS, the city would like to amend the Wage and Salary Policy by adding a sentence in the holiday pay section for clarification.

Now, therefore,

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

SECTION I. That Section I of Resolution No. 2016-174 adopting a Wage and Salary Policy is amended as follows:

**POLICY**

In accordance with the Fair Labor Standards Act (FLSA), no employee shall be paid less than the federal minimum wage unless they are expressly exempt from the minimum wage requirement by FLSA regulations.

Generally, the hiring rate of pay is the minimum rate in the pay grade for the assigned job classification. The Human Resources Director, or designee, may grant exceptions to the hiring rate when unusual circumstances warrant a higher rate of pay in the pay grade. For example, the inability to fill the position at the minimum rate in the salary range or qualifications of an applicant may justify exceeding the minimum rate.

**PROMOTION PAY**

Employees who are promoted and moved up at least three pay grades shall receive either a minimum increase of five percent, rounded up to the next step in the pay grade or advance to the minimum step of the pay grade for the new position, whichever is higher.

**Lateral Work Pay**

A permanent move to a new position that is less than three pay grades higher than an employee's previous position is considered a lateral move. In this case, the employee will be moved to the same step in the higher pay grade.

**Temporary Pay for Work in a Higher Classification**

While performing assigned temporary work in a job with a higher pay grade an employee shall receive either a five percent (5%) increase in their current base rate or the minimum step in the pay range of the higher position, whichever is higher, provided the assignment is longer than two (2) consecutive weeks and/or until filled with a permanent replacement.

The department director, or designee, must submit a status change to the Human Resources Department for any of the above situations.

**OVERTIME PAY AND COMPENSATORY TIME**

Overtime work must be authorized in advance by the employee's supervisor, division manager, department director, or City Manager.

Except for non-exempt uniformed fire personnel and non-exempt police officers, overtime is paid, or compensatory time is awarded, for any time worked by a non-exempt employee in excess of forty (40) hours per week during seven consecutive 24-hour periods designated by the city. Non-exempt uniformed fire personnel are paid overtime, or compensatory time is awarded, for any time worked in excess of 204 hours during twenty-seven (27) consecutive 24-hour work periods designated by the city. Non-exempt police officers are paid overtime, or compensatory time is awarded for any time worked in excess of 80 hours during fourteen (14) consecutive 24-hour work periods designated by the city.

**Overtime Pay** – Overtime hours are paid at time and one-half (1 ½) the employee's regular hourly rate. Only hours actually worked shall be considered in the computation of overtime, except time off for holidays will be considered as time worked; no other types of leave will be considered time worked.

**Compensatory Time** – Compensatory time may be awarded to non-exempt employees in lieu of overtime payments for overtime hours worked, provided that compensatory time is agreed to annually by the employee, appropriately recorded by the division manager or designee, and awarded at time and one-half (1 ½) for each hour of overtime worked. In no case shall non-exempt employees in the fire and police departments accrue more than one hundred twenty (120) hours of compensatory time. All other non-exempt employees can accrue no more than eighty (80) hours of compensatory time. A department director may limit compensatory time to an amount less than hereinabove provided, or may eliminate it altogether.

The city reserves the right to cash out accrued compensatory time consistent with FLSA regulations. At the time of separation from employment, an employee must be paid for unused compensatory time consistent with FLSA regulations. When an employee is moved from non-exempt to exempt status, the city shall pay the employee for unused compensatory time consistent with FLSA regulations.

**ON-CALL, COURT, GRANT, AND EMERGENCY PAY**

**On-Call Time** – Non-exempt employees who are designated as “on-call” employees shall not receive pay for being on-call except as required by FLSA. Generally, if an employee is not required to remain on city premises, the time spent waiting while on-call is not considered working time.

**Emergency Call Out** – When a non-exempt employee has left the work premises and is called to work without prior notice due to an emergency, the employee shall be compensated at time and one-half (1 ½) their regular rate of pay for all hours worked for each emergency call out. If the time worked on an emergency call out is less than two (2) hours, the employee shall be paid for two (2) hours. If the employee receives a second call within two (2) hours of the original call, the time will be added to the original call.

**Police and Fire Court Time** – When a non-exempt police officer or non-exempt fire investigator, not on duty, is required to appear in a court, or at a hearing, to testify to facts that arise within the scope of employment with the city, the employee shall be compensated at time and one-half (1 ½) their regular rate of pay, or receive equivalent compensatory time for each hour the employee is required to be present in such court or hearing. The minimum time for compensation shall be one (1) hour and in increments of fifteen (15) minutes thereafter. This provision shall not apply if the police officer or fire investigator is a party to such action, or hearings conducted pursuant to Article VI, Section 2 of the Charter of the City of Kingsport.

**Police Grant Time** – When grant dollars are awarded for law enforcement activities (in addition to normally assigned duties), the rate of pay for an officer working grant hours shall be time and one-half (1 ½) the officer's regular rate. Compensatory time is not available, and this policy does not apply to regular hours worked by full time law enforcement positions funded by grants.

**PAY PROCEDURES**

**Pay Increases** – All employees shall be considered for a pay increase once per year, subject to Article X, Section 10 of the Charter of the City of Kingsport. Pay increases may be awarded upon recommendation of the department director, or designee, approval by the City Manager, or designee, and approval by the board of mayor and aldermen in the city's annual budget ordinance.

To recognize outstanding service by a regular, full-time employee over a sustained period of time, an additional increase for performance may be granted. Increase requests must be made in writing by the department director outlining the factors that relate to the quality and quantity of work performed and to the demonstrated willingness of the employee to do more than is normally expected. Increase requests must be submitted to the Human Resources Department for review and recommendation to the City Manager, or designee.

**Demotion/Transfer Pay** – Employees, voluntarily or involuntarily, demoted or transferred to a position in a lower pay grade shall be compensated at the same step in the lower pay grade.

**Red Circle Pay** – A red circle employee is an employee who, under prior policy, retained the rate of pay they had prior to the demotion or transfer, and their rate of pay is higher than the salary range of their current position. Such employee will not be eligible for step increases, overall pay plan adjustments approved by the board of mayor and aldermen, cost of living increases, or any other salary increases until their pay is within the salary range of their current position.

**Supplemental Pay** – In certain departments, significant supplemental job skills required by the city shall be accorded supplemental pay as requested by the department director, recommended by the City Manager, or their designees, and approved by the board of mayor and aldermen. The supplemental pay is temporary and only for the duration that the employee functions in the special assignment and maintains applicable certification.

**Holiday Pay** – Except as provided for certain employees listed in the next paragraph, non-exempt employees whose work schedule includes a holiday recognized by the city, and who works the

holiday, will be paid at the regular hourly rate for each hour worked on the holiday (unless the hours are overtime), and will be provided another day off in lieu of the holiday.

Certain public works non-exempt employees who work collecting garbage, trash, recycling, and landfill, and who work a holiday for operating efficiency as determined by the Public Works Director, or designee, shall receive regular holiday pay and regular pay for the hours worked on such holiday. They will not be provided another day off in lieu of the holiday.

Any non-exempt employee scheduled to be off on a holiday but who, for emergency reasons, is called to work will be compensated at the rate of time and one-half (1 ½) for each holiday hour worked, in addition to the holiday pay.

Non-exempt employees who are off on recognized holidays will be paid their regular rate of pay (straight time). This time is considered time worked when calculating overtime hours for the pay period.

All full-time employees will be eligible for holiday pay pursuant to this policy, including those employees on unpaid leave.

**Test/Interview Pay** – If an employee needs time away from their current duty to test or interview for promotional opportunities with the city, such time shall be granted unless there are justifiable reasons as determined by the department director, or designee, and the Human Resources Department not to permit such. Non-exempt employees shall be paid for such time, provided it occurs in their regularly scheduled workday and it does not make such employee eligible for overtime compensation.

**Severance Pay** – The city does not normally provide severance pay; however, when circumstances warrant and it is in the best interest of the city, the City Manager, or designee, may, subject to Article X, Section 10 of the Charter of the City of Kingsport, authorize severance pay up to a maximum of twelve (12) weeks.

#### **PAY DURING INCLEMENT WEATHER OR OTHER EMERGENCY CONDITIONS**

##### **Essential Positions**

All employees in positions deemed essential by the City shall come to work during inclement weather or other emergency conditions. It is appropriate to inform an employee during the hiring or promotional process that such position is essential and what the expectations are concerning inclement weather attendance.

##### **Non-Essential Positions – Voluntary and Involuntary Absences**

###### **Voluntary Absence:**

All employees in positions that are not deemed essential by the City may determine that it is not in their best interest to travel to work for the day due to unsafe travelling conditions. If an employee makes this decision, they shall notify their supervisor and may use any accrued vacation leave, accrued compensatory leave, or elect to use leave without pay to cover lost time. If an employee decides during the course of a work day that the weather is becoming unsafe for travel and requests to leave for the day, they shall obtain permission to leave from their supervisor and may use any accrued vacation leave, accrued compensatory leave, or elect to use leave without pay to cover lost time. Sick time may not be used to cover the absence.

###### **Involuntary Absence:**

If City offices are closed by action of the City Manager or designee for all or part of the work day, all employees in positions that are not deemed essential by the City Manager or Department Director shall not travel to work on that day, or shall leave work for the day. Such employee may use any accrued vacation leave, accrued compensatory leave, or elect to use leave without pay to cover lost time. Sick time may not be used to cover the absence.

##### **OTHER PROVISIONS**

Nothing in this policy should be construed to conflict with or supersede state or federal law, or as interfering with the constitutional rights of employees.

While the city is committed to the principles embodied in this policy, the policy itself is not intended to state contractual terms and does not constitute a contract between the city and its employees. This policy supersedes all policies that conflict with the terms of this policy. Furthermore, this statement constitutes ONLY the policy of the city. A finding of a violation of this policy does not mean that the conduct violates state and/or federal laws.

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

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

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

ADOPTED this the 16th day of May, 2017.

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

ATTEST:

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

APPROVED AS TO FORM:

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



SUBJECT: Vacation Leave	REPLACES/AMENDS: Vacation Leave, Effective Date May 20, 2008 (Res. No. 2008-213)
RESOLUTION NUMBER: 2017-__	EFFECTIVE DATE: 5/16/2017

## **POLICY**

Vacation leave is available for all board approved regular full-time employees who have successfully completed the initial six month probationary period.

Vacation leave accrues on a monthly basis from January 1 through December 31 of each calendar year. The amount of paid vacation leave an employee accrues each month is based upon designated accrual rates and months of service as follows:

### Board Approved Regular Full-Time rates: Service Time

### Vacation accrual

1 month\* through 60 months of service:  
(80 hours maximum per year)

6.67 hours per month

61 through 156 months of service:  
(120 hours maximum per year)

10 hours per month

157 through 336 months of service:  
(160 hours maximum per year)

13.33 hours per month

337 months or more of service:  
(200 hours maximum per year)

16.67 hours per month

*\*For the purpose of computing vacation leave, accrual for the full month will be granted if the employee's hire date is on or before the 15<sup>th</sup> day of the month. For employees with a hire date on or after the 16<sup>th</sup> of the month there will be no accrual of vacation for that month.*

Vacation leave accrues only for employees while serving in board approved regular full-time positions. Accruals are based on continuous service with the city, which includes



approved leave. Effective January 1, 2017, and prospectively, except as set out herein below, all prior service as a board approved full-time employee, working under the city manager, will be used in determining service time for vacation accrual rates only, except as otherwise required by law. This policy does not apply to employees who have received credit for previous service in determining accrual of vacation.

Employees who work 24 hour shifts will be given vacation leave in blocks of three (3) scheduled work shifts extending from scheduled four (4) days off to the next scheduled four (4) days off. Vacation leave may be taken as one (1), two (2), three (3), four (4), or five (5) blocks according to accrued time and as approved by the department head or designee.

Vacation leave is accrued at the end of each month and is available for use, in accordance with the requirements contained in this policy, in the month/months following such accrual.

Beginning on January 1 of each calendar year, an employee's vacation leave will not exceed the vacation leave accrued but unused in the previous year, and a maximum of 80 hours vacation leave accrued but unused from previous calendar years.\* Any unused vacation leave beyond the annual designated accrual plus 80 hours will be forfeited. The city does not provide vacation pay for forfeited vacation leave. Once forfeited, such vacation leave is not longer accrued and is removed from the official record.

*\*By way of explanation, it is the intent of this policy that employees may carry over the previous year's accrued but unused vacation leave plus up to an additional eighty (80) hours of vacation leave. Eligible employees may request to use vacation leave upon its accrual.*

All vacation leave must be approved in advance by the employee's department head or designee. Although vacation leave may "accrue" it may not be used until the employee's request to use the vacation leave is approved by the department head or designee. Each department head or designee will schedule vacation leave with particular regard to departmental work requirements. Vacation leave may not be taken before being accrued. Department heads or designees will, to the extent possible, schedule vacation leave for each of their employees at the beginning of the calendar year. When the need arises and the requirements of the city demand it, vacation leave may be suspended by the department head or designee temporarily to meet those needs. Additionally, a department head or designee may require an employee take vacation leave when the department head or designee determines it in the best interest of the city.

Official holidays occurring during vacation leave will be counted as holiday leave, not as vacation leave.

Vacation leave does not accrue for overtime hours.

Vacation leave does not accrue and cannot be used while an employee is placed on

suspension, pursuant to the city's corrective action policy.

An employee, who in the normal scope of their job handles city monies, is required to take one (1) contiguous work week of vacation leave during the calendar year.

An employee whose employment with the city is terminated (voluntarily or involuntarily – including retirement) may receive pay for any vacation leave which has accrued but is unused up to the date of termination. Provided, however, an employee whose employment is terminated, voluntarily or involuntarily, on or before the expiration of their six month probationary period will not be eligible for and will not receive any pay for vacation leave.

The city payroll office will keep the official records of vacation leave accrual and use. If a reporting error is discovered in the official records, a correction of the error will be made only for the ninety (90) calendar days immediately proceeding notification of such error to the Human Resources Manager.

### **Other Provisions**

Nothing in this policy should be construed to conflict with or supersede state or federal law, or as interfering with the constitutional rights of employees.

While the city is committed to the principles embodied in this policy, the policy itself is not intended to state contractual terms and does not constitute a contract between the city and its employees. This policy supersedes all policies that conflict with the terms of this policy. Furthermore, this statement constitutes ONLY the policy of the city. A finding of a violation of this policy does not mean that the conduct violates state and/or federal laws.



SUBJECT: Wage and Salary	REPLACES/AMENDS: Wage and Salary, Effective Date June 16, 2009 (Res. No. 2009-257)
RESOLUTION NUMBER: 2016-174	EFFECTIVE DATE: 5/16/2017

## **POLICY**

In accordance with the Fair Labor Standards Act (FLSA), no employee shall be paid less than the federal minimum wage unless they are expressly exempt from the minimum wage requirement by FLSA regulations.

Generally, the hiring rate of pay is the minimum rate in the pay grade for the assigned job classification. The Human Resources Director, or designee, may grant exceptions to the hiring rate when unusual circumstances warrant a higher rate of pay in the pay grade. For example, the inability to fill the position at the minimum rate in the salary range or qualifications of an applicant may justify exceeding the minimum rate.

## **PROMOTION PAY**

Employees who are promoted and moved up at least three pay grades shall receive either a minimum increase of five percent, rounded up to the next step in the pay grade or advance to the minimum step of the pay grade for the new position, whichever is higher.

### **Lateral Work Pay**

A permanent move to a new position that is less than three pay grades higher than an employee's previous position is considered a lateral move. In this case, the employee will be moved to the same step in the higher pay grade.

### **Temporary Pay for Work in a Higher Classification**

While performing assigned temporary work in a job with a higher pay grade an employee shall receive either a five percent (5%) increase in their current base rate or the minimum step in the pay range of the higher position, whichever is higher,

provided the assignment is longer than two (2) consecutive weeks and/or until filled with a permanent replacement.

The department director, or designee, must submit a status change to the Human Resources Department for any of the above situations.

### **OVERTIME PAY AND COMPENSATORY TIME**

Overtime work must be authorized in advance by the employee's supervisor, division manager, department director, or City Manager.

Except for non-exempt uniformed fire personnel and non-exempt police officers, overtime is paid, or compensatory time is awarded, for any time worked by a non-exempt employee in excess of forty (40) hours per week during seven consecutive 24-hour periods designated by the city. Non-exempt uniformed fire personnel are paid overtime, or compensatory time is awarded, for any time worked in excess of 204 hours during twenty-seven (27) consecutive 24-hour work periods designated by the city. Non-exempt police officers are paid overtime, or compensatory time is awarded for any time worked in excess of 80 hours during fourteen (14) consecutive 24-hour work periods designated by the city.

**Overtime Pay** – Overtime hours are paid at time and one-half (1 ½) the employee's regular hourly rate. Only hours actually worked shall be considered in the computation of overtime, except time off for holidays will be considered as time worked; no other types of leave will be considered time worked.

**Compensatory Time** – Compensatory time may be awarded to non-exempt employees in lieu of overtime payments for overtime hours worked, provided that compensatory time is agreed to annually by the employee, appropriately recorded by the division manager or designee, and awarded at time and one-half (1 ½) for each hour of overtime worked. In no case shall non-exempt employees in the fire and police departments accrue more than one hundred twenty (120) hours of compensatory time. All other non-exempt employees can accrue no more than eighty (80) hours of compensatory time.

A department director may limit compensatory time to an amount less than hereinabove provided, or may eliminate it altogether.

The city reserves the right to cash out accrued compensatory time consistent with FLSA regulations. At the time of separation from employment, an employee must be paid for unused compensatory time consistent with FLSA regulations. When an employee is moved from non-exempt to exempt status, the city shall pay the employee for unused compensatory time consistent with FLSA regulations.

## **ON-CALL, COURT, GRANT, AND EMERGENCY PAY**

**On-Call Time** – Non-exempt employees who are designated as “on-call” employees shall not receive pay for being on-call except as required by FLSA. Generally, if an employee is not required to remain on city premises, the time spent waiting while on-call is not considered working time.

**Emergency Call Out** – When a non-exempt employee has left the work premises and is called to work without prior notice due to an emergency, the employee shall be compensated at time and one-half (1 ½) their regular rate of pay for all hours worked for each emergency call out. If the time worked on an emergency call out is less than two (2) hours, the employee shall be paid for two (2) hours. If the employee receives a second call within two (2) hours of the original call, the time will be added to the original call.

**Police and Fire Court Time** – When a non-exempt police officer or non-exempt fire investigator, not on duty, is required to appear in a court, or at a hearing, to testify to facts that arise within the scope of employment with the city, the employee shall be compensated at time and one-half (1 ½) their regular rate of pay, or receive equivalent compensatory time for each hour the employee is required to be present in such court or hearing. The minimum time for compensation shall be one (1) hour and in increments of fifteen (15) minutes thereafter. This provision shall not apply if the police officer or fire investigator is a party to such action, or hearings conducted pursuant to Article VI, Section 2 of the Charter of the City of Kingsport.

**Police Grant Time** – When grant dollars are awarded for law enforcement activities (in addition to normally assigned duties), the rate of pay for an officer working grant hours shall be time and one-half (1 ½) the officer’s regular rate. Compensatory time is not available, and this policy does not apply to regular hours worked by full time law enforcement positions funded by grants.

## **PAY PROCEDURES**

**Pay Increases** – All employees shall be considered for a pay increase once per year, subject to Article X, Section 10 of the Charter of the City of Kingsport. Pay increases may be awarded upon recommendation of the department director, or designee, approval by the City Manager, or designee, and approval by the board of mayor and aldermen in the city’s annual budget ordinance.

To recognize outstanding service by a regular, full-time employee over a sustained period of time, an additional increase for performance may be granted. Increase requests must be made in writing by the department director outlining the factors that relate to the quality and quantity of work performed and to the demonstrated willingness of the employee to do more than is normally expected. Increase requests must be submitted to the Human Resources Department for review and recommendation to the City Manager, or designee.

**Demotion/Transfer Pay** – Employees, voluntarily or involuntarily, demoted or transferred to a position in a lower pay grade shall be compensated at the same step in the lower pay grade

**Red Circle Pay** – A red circle employee is an employee who, under prior policy, retained the rate of pay they had prior to the demotion or transfer, and their rate of pay is higher than the salary range of their current position. Such employee will not be eligible for step increases, overall pay plan adjustments approved by the board of mayor and aldermen, cost of living increases, or any other salary increases until their pay is within the salary range of their current position.

**Supplemental Pay** – In certain departments, significant supplemental job skills required by the city shall be accorded supplemental pay as requested by the department director, recommended by the City Manager, or their designees, and approved by the board of mayor and aldermen. The supplemental pay is temporary and only for the duration that the employee functions in the special assignment and maintains applicable certification.

**Holiday Pay** – Except as provided for certain employees listed in the next paragraph, non-exempt employees whose work schedule includes a holiday recognized by the city, and who works the holiday, will be paid at the regular hourly rate for each hour worked on the holiday (unless the hours are overtime), and will be provided another day off in lieu of the holiday.

Certain public works non-exempt employees who work collecting garbage, trash, recycling, and landfill, and who work a holiday for operating efficiency as determined by the Public Works Director, or designee, shall receive regular holiday pay and regular pay for the hours worked on such holiday. They will not be provided another day off in lieu of the holiday.

Any non-exempt employee scheduled to be off on a holiday but who, for emergency reasons, is called to work will be compensated at the rate of time and one-half (1 ½) for each holiday hour worked, in addition to the holiday pay.

Non-exempt employees who are off on recognized holidays will be paid their regular rate of pay (straight time). This time is considered time worked when calculating overtime hours for the pay period.

All full-time employees will be eligible for holiday pay pursuant to this policy, including those employees on unpaid leave.

**Test/Interview Pay** – If an employee needs time away from their current duty to test or interview for promotional opportunities with the city, such time shall be granted unless there are justifiable reasons as determined by the department director, or designee, and the Human Resources Department not to permit such. Non-exempt



employees shall be paid for such time, provided it occurs in their regularly scheduled workday and it does not make such employee eligible for overtime compensation.

**Severance Pay** – The city does not normally provide severance pay; however, when circumstances warrant and it is in the best interest of the city, the City Manager, or designee, may, subject to Article X, Section 10 of the Charter of the City of Kingsport, authorize severance pay up to a maximum of twelve (12) weeks.

## **PAY DURING INCLEMENT WEATHER OR OTHER EMERGENCY CONDITIONS**

### **Essential Positions**

All employees in positions deemed essential by the City shall come to work during inclement weather or other emergency conditions. It is appropriate to inform an employee during the hiring or promotional process that such position is essential and what the expectations are concerning inclement weather attendance.

### **Non-Essential Positions – Voluntary and Involuntary Absences**

#### **Voluntary Absence:**

All employees in positions that are not deemed essential by the City may determine that it is not in their best interest to travel to work for the day due to unsafe travelling conditions. If an employee makes this decision, they shall notify their supervisor and may use any accrued vacation leave, accrued compensatory leave, or elect to use leave without pay to cover lost time. If an employee decides during the course of a work day that the weather is becoming unsafe for travel and requests to leave for the day, they shall obtain permission to leave from their supervisor and may use any accrued vacation leave, accrued compensatory leave, or elect to use leave without pay to cover lost time. Sick time may not be used to cover the absence.

#### **Involuntary Absence:**

If City offices are closed by action of the City Manager or designee for all or part of the work day, all employees in positions that are not deemed essential by the City Manager or Department Director shall not travel to work on that day, or shall leave work for the day. Such employee may use any accrued vacation leave, accrued compensatory leave, or elect to use leave without pay to cover lost time. Sick time may not be used to cover the absence.

## **OTHER PROVISIONS**

Nothing in this policy should be construed to conflict with or supersede state or federal law, or as interfering with the constitutional rights of employees.

While the city is committed to the principles embodied in this policy, the policy itself is not intended to state contractual terms and does not constitute a contract between the city and its employees. This policy supersedes all policies that conflict with the terms of this policy. Furthermore, this statement constitutes ONLY the policy of the city. A

finding of a violation of this policy does not mean that the conduct violates state and/or federal laws.



## AGENDA ACTION FORM

### **Contract for Maintenance Activities Performed on Designated State Highways and for Mowing and Litter on John B. Dennis and I-26**

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

Action Form No.: AF113-2017-  
 Work Session: May 15, 2017  
 First Reading: N/A

Final Adoption: May 16, 2017  
 Staff Work By: Ronnie Hammonds  
 Presentation By: Ryan McReynolds

#### **Recommendation:**

Approve a resolution authorizing the Mayor or his designee to sign an agreement for FY 2018 between the City and the Tennessee Department of Transportation for reimbursement of maintenance activities performed on state highway routes located inside Kingsport's city limits.

#### **Executive Summary:**

Each year the City of Kingsport enters into an agreement with the State for reimbursement of maintenance performed on state routes. These routes are Stone Drive, Center Street, Fort Henry Drive, Lynn Garden Drive, Industry Drive, Wilcox Drive, Memorial Boulevard and limited portions of John B. Dennis Highway. This year, limited portions of I-26 are also included. Maintenance activities include: shoulder work, snow removal, spot patching, ditch work, crack sealing, painting and striping, sweeping, mowing and litter control. Tracked on a monthly basis, these activities are performed by Traffic Engineering, Street Maintenance and Right-of-Way Maintenance. Reimbursement is requested monthly based on the terms of the contract. Most costs are reimbursed at \$0.15 per square yard. Reimbursement is limited to 12 litter control cycles and 6 mowing cycles annually. Mowing is reimbursed at \$45 per acre and litter control is reimbursed at \$50 per mile. The limiting amount of the contract for state routes within the city is \$255,415.80, and the limiting contract amount for mowing and litter control of John B. Dennis and I-26 is \$45,435.60 for a maximum of \$300,851.40 for FY 2018.

#### **Attachments:**

1. Resolution w/ Agreement

Funding source appropriate and funds are available: *df*

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

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

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR FISCAL YEAR 2018 WITH THE STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION FOR REIMBURSEMENT OF MAINTENANCE ACTIVITIES PERFORMED ON DESIGNATED STATE HIGHWAY ROUTES LOCATED IN THE KINGSPORT CITY LIMITS; EXECUTE A CONTRACT WITH THE STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION FOR MOWING AND LITTER CONTROL ON JOHN B. DENNIS; AND EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENTS

WHEREAS, the city desires to enter into a contract for fiscal year 2018 with the State of Tennessee Department of Transportation for reimbursement of maintenance activities performed on designated state highway routes located in the Kingsport city limits;

WHEREAS, the routes included in the contract are Stone Drive, Center Street, Fort Henry Drive, Lynn Garden Drive, Industry Drive, Wilcox Drive, Memorial Boulevard, portions of John B. Dennis Highway, and, also this year, limited portions of I-26; and

WHEREAS, the maintenance activities include shoulder work, snow removal, spot patching, ditch work, crack sealing, paint and striping, sweeping, mowing and litter control; and

WHEREAS, the maximum amount of the contract is \$300,851.40 for fiscal year 2018; and

WHEREAS, the contract for mowing and litter control for John B. Dennis includes 43.90 acres of mowing and 4.74 miles of litter control for a total contract amount of \$45,435.60.

Now therefore,

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

SECTION I. That an agreement with the State of Tennessee Department of Transportation for reimbursement of maintenance activities performed on designated state highway routes located in the Kingsport city limits 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 State of Tennessee Department of Transportation for reimbursement of maintenance activities performed on designated state highway routes located in the Kingsport city limits 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:

**CONTRACT  
BETWEEN THE STATE OF TENNESSEE, DEPARTMENT OF TRANSPORTATION  
AND THE CITY OF KINGSPORT**

This Contract, by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" and the city of Kingsport, hereinafter referred to as the "Contractor," is for

the provision of the routine maintenance of state routes as further defined in the "SCOPE OF SERVICES."

Contractor Edison Registration ID# 0000001562 Contract #: CMA 1760

**A. SCOPE OF SERVICES:**

A. 1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.

A.2. Tenn. Code Ann. § 54-5-201 provides that the State is authorized to enter into contracts with municipalities regarding the improvement and maintenance of streets over which traffic on state highways is routed.

A.3. Tenn. Code Ann. § 54-5-202 provides that streets constructed, reconstructed, improved and maintained by the State shall be of a width and type that the State deems proper, but the width so constructed, reconstructed, improved and maintained shall not be less than eighteen feet (18'); and, in the case of resurfacing and maintenance, from curb to curb where curbs exist, or the full width of the roadway where no curbs exist.

A.4. Tenn. Code Ann. § 54-5-203 provides that the State is authorized to enter into contracts with municipalities that are organized to care for streets to reimburse, subject to the approval of the State, for improvements and maintenance.

A.5. Tenn. Code Ann. § 54-16-106 provides that the highway authorities of the state, counties, cities, and town are authorized to enter into agreements with each other respecting the improvement and maintenance of controlled-access facilities, defined by Tenn. Code Ann. § 54-16-101 as a highway or street specially designed for through traffic, and over, from or to which owners or occupants of abutting land or other persons have no right or easement of access from abutting properties.

A.6. Tenn. Code Ann. § 54-5-139 provides that the State may enter into a contract with a qualified county to perform maintenance activities upon the rights-of-way of state highways located outside of municipalities and metropolitan governments; and, that the reimbursement shall be on an actual cost basis.

A.7. The State is hereby contracting with the Contractor for the improvements and maintenance specified in Attachment "Exhibit A" titled "Guidelines Covering Maintenance of State Highways through Municipalities," attached and incorporated hereto as part of this Contract.

**B. TERM OF CONTRACT:**

This Contract shall be effective on July 1, 2017 ("Effective Date"), and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

**C. PAYMENT TERMS AND CONDITIONS:**

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed two hundred fifty-five thousand four hundred fifteen dollars and eighty cents (\$255,415.80). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in section C.1.

a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.

b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	Amount (per compensable increment)
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"Exhibit A" titled "Guidelines Covering Maintenance of State Highways through Municipalities"	See Exhibit A
If included herein "Exhibit B" containing the maximum allowable labor and equipment rates.	See Exhibit B

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.

C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

Brian Ramsey

3213 North Roan St.

Johnson City, TN 37601

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

- (1) Invoice Number (assigned by the Contractor)
- (2) Invoice Date
- (3) Contract Number (assigned by the State)
- (4) Customer Account Name: Tennessee Department of Transportation
- (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
- (6) Contractor Name
- (7) Contractor Tennessee Edison Registration ID Number Referenced in Preamble of this Contract

(8) Contractor Contact for Invoice Questions (name, phone, and/or fax)

(9) Contractor Remittance Address

(10) Description of Delivered Service

(11) Complete Itemization of Charges, which shall detail the following:

- i. Service or Milestone Description (including name & title as applicable) of each service invoiced
- ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced

iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced

iv. Amount Due by Service

v. Total Amount Due for the invoice period

b. The Contractor understands and agrees that an invoice under this Contract shall:

- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
- (2) only be submitted for completed service and shall not include any charge for future work;
- (3) not include sales tax or shipping charges; and
- (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.

C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Contractor.

C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.

a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and

b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the



Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date.

The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.

D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.

D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.

D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.8. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

D.9. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*

D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.

D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract

shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being a Tennessee governmental entity, is governed by the provisions of the Tennessee Government Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 *et seq.*, for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the State beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.

D.14. State Liability. The State shall have no liability except as specifically provided in this Contract.

D.15. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.

D.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.

D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.

D.18. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D.19. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.

D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.

E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State: Brian Ramsey

District 17 Operations Supervisor

State of Tennessee Department of Transportation

3213 North Roan St.

Johnson City, TN 37601

Brian.Ramsey@tn.gov

Telephone# (423) 282-0651

FAX# (423) 854-5310

The Contractor:

Ryan McReynolds

Public Works Director

225 West Center Street Kingsport, TN 37660-4237

RyanMcReynolds@KingsportTN.gov

Telephone# (423)229-9398

Fax# (423)229-9473

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

E.4. MUTCD. In accordance with Tenn. Code Ann. 54-5-108, the Contractor shall conform to and act in accordance with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by rules of the State. Particularly, the Contractor shall sign work-zones associated with this Contract in accordance with the aforesaid MUTCD.

E. 5. Maintenance. Nothing contained in this Contract shall change the maintenance obligations governed by the laws of the State of Tennessee, it being the intent of this Contract not to enlarge the present maintenance obligations of the State.

[Acknowledgements and Exhibits 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 an agreement with State of Tennessee Department of Transportation for mowing and litter on John B. Dennis is approved.

SECTION V. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the agreement with State of Tennessee Department of Transportation for mowing and litter on John B. Dennis 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:

**CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF TRANSPORTATION AND  
THE CITY OF KINGSFORT**

This Contract, by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" and the city of Kingsport, hereinafter referred to as the "Contractor," is for the provision of a special agreement for mowing and litter, as further defined in the "SCOPE OF SERVICES."

Contractor Edison Registration ID# 0000001562 Contract#: CMA 1761

**A. SCOPE OF SERVICES:**

A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.

A.2. Tenn. Code Ann. § 54-5-201 provides that the State is authorized to enter into contracts with municipalities regarding the improvement and maintenance of streets over which traffic on state highways is routed.

A.3. Tenn. Code Ann. § 54-5-202 provides that streets constructed, reconstructed, improved and maintained by the State shall be of a width and type that the State deems proper, but the width so constructed, reconstructed, improved and maintained shall not be less than eighteen feet (18'); and, in the case of resurfacing and maintenance, from curb to curb where curbs exist, or the full width of the roadway where no curbs exist.

A.4. Tenn. Code Ann. § 54-5-203 provides that the State is authorized to enter into contracts with municipalities that are organized to care for streets to reimburse, subject to the approval of the State, for improvements and maintenance.

A.5. Tenn. Code Ann. § 54-16-106 provides that the highway authorities of the state, counties, cities, and town are authorized to enter into agreements with each other respecting the improvement and maintenance of controlled-access facilities, defined by Tenn. Code Ann. § 54-16-101 as a highway or street specially designed for through traffic, and over, from or to which owners or occupants of abutting land or other persons have no right or easement of access from abutting properties.

A.6. Tenn. Code Ann. § 54-5-139 provides that the State may enter into a contract with a qualified county to perform maintenance activities upon the rights-of-way of state highways located outside of municipalities and metropolitan governments; and, that the reimbursement shall be on an actual cost basis.

A.7. The State is hereby contracting with the Contractor for the improvements and maintenance specified in Attachment "Exhibit A" titled "Guidelines Covering Maintenance of State Highways through Municipalities," attached and incorporated hereto as part of this Contract.

**B. TERM OF CONTRACT:**

This Contract shall be effective on July 1, 2017 ("Effective Date"), and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

**C. PAYMENT TERMS AND CONDITIONS:**

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed forty-five thousand four hundred thirty-five dollars and sixty cents (\$45,435.60). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in section C.1.

a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.

b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	Amount (per compensable increment)
"Exhibit A" titled "Guidelines Covering Maintenance of State Highways through Municipalities"	See Exhibit A

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.

C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

Brian Ramsey

3213 North Roan St.

Johnson City, TN 37601

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

- (1) Invoice Number (assigned by the Contractor)
- (2) Invoice Date
- (3) Contract Number (assigned by the State)
- (4) Customer Account Name: Tennessee Department of Transportation
- (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
- (6) Contractor Name
- (7) Contractor Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
- (8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
- (9) Contractor Remittance Address
- (10) Description of Delivered Service

(11) Complete Itemization of Charges, which shall detail the following:

- i. Service or Milestone Description (including name & title as applicable) of each service invoiced
- ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced
- iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced
- iv. Amount Due by Service
- v. Total Amount Due for the invoice period

b. The Contractor understands and agrees that an invoice under this Contract shall:

- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
- (2) only be submitted for completed service and shall not include any charge for future work;
- (3) not include sales tax or shipping charges; and
- (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.

C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Contractor.

C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.

a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and

b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

#### **D. STANDARD TERMS AND CONDITIONS:**

D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any

service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.

D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.

D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.

D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.8. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

D.9. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*

D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.

D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

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but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.

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D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.

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D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

**E. SPECIAL TERMS AND CONDITIONS:**

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.

E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State: Brian Ramsey

District 17 Operations Supervisor

State of Tennessee Department of Transportation 3213 North Roan St.

Johnson City, TN 37601 Brian.Ramsey@tn.gov Telephone# (423) 282-0651

FAX# (423) 854-5310

The Contractor:

Ryan McReynolds Public Works Director

225 West Center Street Kingsport, TN 37660-4237 RyanMcReynolds@KingsportTN.gov

Telephone# (423)229-9398

Fax# (423)229-9473

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

E.4. MUTCD. In accordance with Tenn. Code Ann. 54-5-108, the Contractor shall conform to and act in accordance with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by rules of the State. Particularly, the Contractor shall sign work-zones associated with this Contract in accordance with the aforesaid MUTCD.

E. 5. Maintenance. Nothing contained in this Contract shall change the maintenance obligations governed by the laws of the State of Tennessee, it being the intent of this Contract not to enlarge the present maintenance obligations of the State.

[Acknowledgements and Exhibits Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 16th day of May, 2017.

ATTEST:

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

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

APPROVED AS TO FORM:

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



## AGENDA ACTION FORM

### Approval of Easement and Right-of-Way

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

Action Form No.: AF-129-2017  
 Work Session: May 15, 2017  
 First Reading: N/A

Final Adoption: May 16, 2017  
 Staff Work By: R. Trent; T. Elsea  
 Presentation By: R. McReynolds

### Recommendation:

Approve the offer.

### Executive Summary:

The city is installing a traffic signal at Sullivan & Clay Streets as part of an agreement with First Baptist Church. The below easement and right-of-way are necessary to have a location for the signal foundation as there was not adequate room in the existing right-of-way due to utility conflicts. An appraisal has been prepared in accordance with the City of Kingsport's Real Property Acquisition Policies & Procedures and indicates the fair market value as per the below property owner.

This project will be funded under #GP1740.

<u>Tax Map/Parcel</u>	<u>Property Owner</u>	<u>ROW/Easement Area</u>	<u>Appraised Value</u>
046-I; C-039.00	Three S'S, LLC	ROW. 18 sq. ft.	\$90.00
	P. O. Box 873	Temp. 61 sq. ft.	\$91.00
	Kingsport, TN 37662		

### 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	—	—	—

- NOTES:
- 1) BOUNDARY LINES SHOWN HEREIN WERE DETERMINED IN PART BY LOCATION OF PROPERTY LINE MONUMENTATION AND IN PART BY DEED AND/OR PLAT DESCRIPTIONS. A COMPLETE BOUNDARY SURVEY WAS NOT PERFORMED IN THE PREPARATION OF THIS PLAT.
  - 2) AREA R.O.W. REQUIRED=18± SQ.FT. (0.0004± ACRE)  
AREA CONST. EASEMENT=61± SQ.FT. (0.0014± ACRE)
  - 3) NORTH IS TENNESSEE STATE PLANE GRID NORTH (NAD 83) DERIVED FROM KINGSFORT GEODETIC NETWORK 1990 STATIONS 0032 & 0232.

PROP. R.O.W. BEARINGS & DISTANCES

L1: 4.25', N40°50'36"W  
L2: 4.93', N49°9'24"E  
L3: 2.96', S40°50'36"E  
L4: 5.10', S34°24'24"W

THREE S'S LLC  
BOOK 2624C, PAGE 182



PROPOSED 5' WIDE CONSTRUCTION  
EASEMENT

EXISTING R.O.W.

PROPOSED R.O.W.

W. SULLIVAN STREET

W. CHARLEMONT AVE.

FIRST BAPTIST CHURCH OF  
KINGSFORT, INCORPORATED  
BOOK 797C, PAGE 462  
BOOK 270A, PAGE 589  
BOOK 204A, PAGE 409

PROPOSED R.O.W. & CONSTRUCTION EASEMENT ACROSS  
THREE S'S LLC

DB 2624C, PG 182, TAX MAP 46I, GROUP "C", PARCEL 39  
11th CIVIL DISTRICT OF SULLIVAN CO., TN

PLAT NO.: 1

SCALE: 1"= 20'

COMM. NO.: 3707B

DESIGN: NRV

DRAWN: NRV

DATE: 4/10/17

**Mattern & Craig**  
ENGINEERS - SURVEYORS  
429 CLAY STREET  
KINGSFORT, TENNESSEE 37650  
(423) 245-4970  
FAX (423) 245-6932