



## **AGENDA**

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

**Monday, November 20, 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 Jennifer Adler  
Alderman Joe Begley

Alderman Betsy Cooper  
Alderman Colette George  
Alderman Tommy Olterman

#### **Leadership Team**

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

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. AEP Update – Andy Shaffron
4. Review of Items on November 21, 2017 Business Meeting Agenda
5. Adjourn

**Next Work Session, Dec. 4:** Mid-year Report on Roads and Utilities Training

***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.***

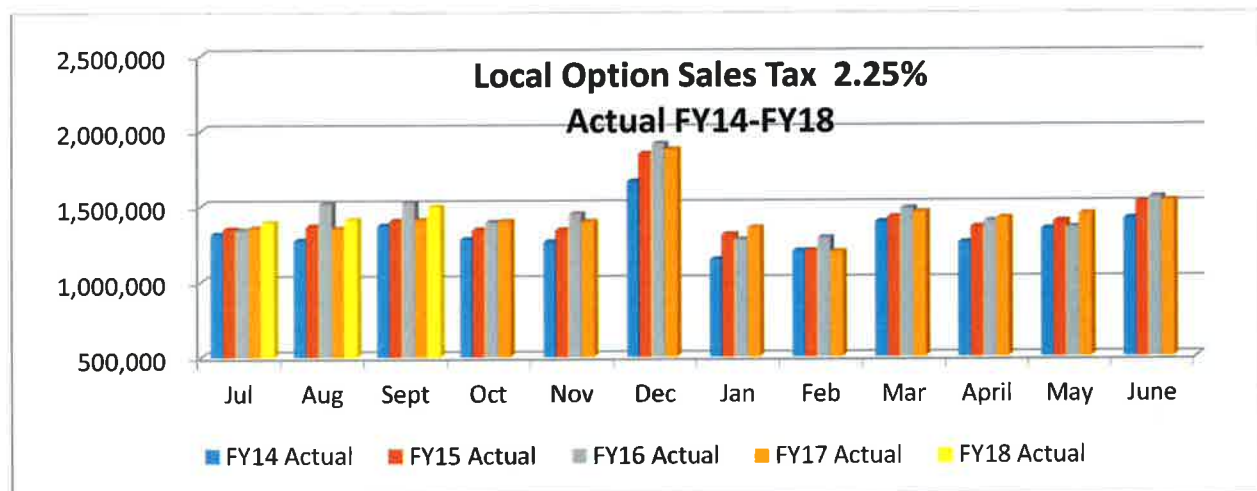
## BMA Report, November 20, 2017

### Financial Comments, Judy Smith



#### Local Option Sales Tax .25% - Regional Sales Tax Fund - Five Year History

	FY14	FY15	FY16	FY17	FY18	Adopted	Variance	% of Growth	
	Actual	Actual	Actual	Actual	Actual	FY18 Budget	FY18 Over/Under Budget	FY18 Over/Under Prev. Year Actual	FY18 Over/Under Budget
Jul	1,312,286	1,346,896	\$1,341,027	\$1,354,948	\$1,392,147	\$1,369,430	22,717	37,199	2.75%
Aug	1,271,614	1,365,262	1,513,366	1,351,703	1,408,119	\$1,365,406	42,713	56,416	3.13%
Sept	1,369,878	1,401,017	1,523,474	1,407,707	1,493,952	\$1,406,960	86,992	86,245	6.18%
Oct	1,278,027	1,342,308	1,392,699	1,397,511		\$1,377,506			
Nov	1,261,963	1,340,457	1,446,687	1,396,643		\$1,394,595			
Dec	1,661,378	1,845,794	1,911,650	1,873,531		\$1,845,939			
Jan	1,143,685	1,309,305	1,274,292	1,353,575		\$1,343,079			
Feb	1,198,993	1,201,182	1,287,536	1,194,890		\$1,201,182			
Mar	1,392,759	1,424,090	1,481,645	1,457,518		\$1,424,090			
April	1,255,243	1,357,635	1,396,651	1,416,452		\$1,366,651			
May	1,343,786	1,393,582	1,353,162	1,442,890		\$1,363,162			
June	1,411,977	1,520,599	1,552,713	1,529,681		\$1,530,600			
Total	15,901,589	16,848,127	17,474,902	17,177,049	4,294,218	16,988,600	\$ 152,422	\$ 179,860	4.35%



### Kingsport Employee Wellness, Terri Evans

	01/01/2017 – 10/31/2017	10/01/2017 – 10/31/2017
<b>Total Utilization</b>	<b>87.8%</b>	<b>80.8%</b>
City – Active Employees	50.5%	47.7%
City – Dependents	29.0%	25.8%
City – Retirees	3.0%	3.3%
Extended-Patient Services/Other	.1%	.3%
Work Comp	.3%	.4%
No Show	4.9%	3.3%

### Worker's Compensation, Terri Evans

For the month of October 2017, the City of Kingsport had three (3) lost time workers' compensation claims.



# City of Kingsport

## Project Status in Pictures



### 1 Buffalo Grasslands Boardwalk

*Off the Greenbelt near Pet Smart entrance, this boardwalk is funded through a Parks & Rec grant.*

### 2 'Spirit of Generosity'

*The Santa Train sculpture was unveiled on Friday and was a focal piece for Santa's Depot on Saturday.*

### 3 Reedy Creek Bridge

*The bridge is finishing a railing and fill work. It should be complete within the next month.*

### 4 Downtown Masterplan

*Three workshops coming up: Economics - 11/28, Design Team - 11/30, Final Presentation - 11/30.*

### 5 NYE Street Party

*It's back! Mark your calendars for a New Year's Eve party worthy of closing out our centennial.*



# Status Updates on Active Projects sorted by Cost

Estimated Cost	Project Owner	Project Manager	Project Name	Project #	Completion Date	CurrentStatus
\$7,500,000.00	Ryan McReynolds	Thompson, Michael	SR 347 (Rock Springs Road) [State & MTPO funded]	No City Funds	12/31/2020	Per TDOT Field Survey is complete and will be turned over to Design week of 11/12/2017.
\$6,719,995.10	Chad Austin	Chad Austin	Reedy Creek Sewer Trunk Line	SW1706	3/21/2018	Contractor is 60% along Lomax St and is working along W Center St.
\$6,600,000.00	Niki Ensor	Niki Ensor	Water & Wastewater Facilities SCADA/Telemetry Project	WA1700/ SW1700/ SW1603	4/1/2019	Compiling data on existing equipment for CDM. Design continues.
\$4,400,000.00	Niki Ensor	Niki Ensor	WWTP Electrical Improvements	SW1800	9/1/2019	Kick of meeting 11/10/17
\$4,300,000.00	Chad Austin	Hank Clabaugh	Border Regions Utility Upgrades		2/17/2020	Preliminary layout has started.
\$4,186,000.00	Chris McCartt	Mason, David	New KATS Transit Center	GP1718	11/15/2018	Change order for AEP conduits for BMA approval 11/21.
\$3,750,000.00	Niki Ensor	Niki Ensor	Chemical Feed Design	WA1403	4/1/2019	Evaluating building layout options to avoid existing plant yard piping.
\$3,740,000.00	Niki Ensor	Niki Ensor	West Kingsport Forcemain and Pump Station Improvements	SW1708	6/1/2018	Surveyor is resubmitting property descriptions for easements.
\$3,300,000.00	Michael Thompson	Thompson, Michael	Indian Trail Drive Extension	GP1615	12/31/2017	Utilities met with Designer this week to finalize relocations plan.
\$2,291,714.00	Chad Austin	Mike Hickman	Colonial Heights Ph V Sewer & Water	SW1512/ WA1404	12/21/2017	Crews working in Meadow Lane/Centerbrook Circle area.
\$1,926,364.00	Chad Austin	Mike Hickman	Colonial Heights Ph IV Sewer & Water	SW1511	12/9/2017	Crews working on clean up and reseeding.
\$1,700,000.00	Michael Thompson	Thompson, Michael	Main Street Rebuild [City & MTPO Funded]	GP1516	4/1/2021	The Environmental Document has been approved and schematic design is underway, based upon public comments.
\$1,688,507.50	Chad Austin	Pamela Gilmer	Pendragon Sidewalk & Water Improvement	WA1803/G P1830	9/18/2018	Contractor nearing Ridgefields Clubhouse with line installation.
\$1,500,000.00	Rob Cole	Harris, David	Bays Mountain Dam Rehabilitation	GP1707		Bid Documents received. Bid Advertisement date, Pre-Bid Date and Bid Date set.
\$1,250,000.00	Niki Ensor	Niki Ensor	Pipe Gallery Improvements	WA1505	3/31/2018	Advertisement for Bid -11/19/17; Pre-Bid Meeting - 11/29/17; Bid Opening - 12/13/17
\$977,566.00	Ronnie Hammonds	Clabaugh, Hank	Wilcox Sidewalk Phase 5 [State & MTPO funded]	MPO15D	11/22/2017	The project is substantially complete with only a portion of the handrail installation remaining.
\$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	Design underway.



Estimated Cost	Project Owner	Project Manager	Project Name	Project #	Completion Date	CurrentStatus
\$940,000.00	Kitty Frazier	Clabaugh, Hank	Kingsport Greenbelt - Eastern Extension - Phase 1 [Fed. Grant & City funded]	GP1529	12/31/2018	Additional Survey plats being created to satisfy mortgage holder requirements to release liens.
\$831,797.00	Niki Ensor	Hank Clabaugh	Colonial Heights SLS	SW1511	12/8/2017	Electrical work completion and pump installation expected during the week of
\$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	Value Engineering underway to meet funding availability.
\$638,357.70		Clabaugh, Hank	2017 Contracted Paving - Colonial Heights Area		12/7/2017	Paving has continued and is ongoing. Paving is expected on Lebanon Road on Saturday November 18th.
\$619,720.46	Michael Thompson	Thompson, Michael	Signalization of the SR 126 (Memorial Blvd. at Island Road Intersection [State & MTPO Funded])	MPO15A	6/30/2018	Telephone Utility relocation has begun. Expected start for contractor is Mid-December.
\$600,000.00	Kitty Frazier	Mason, David	Riverbend Park	GP1512	1/31/2018	Meeting to review concept alternatives on 11/3.
\$415,000.00	Chad Austin	Chris Alley	SR 93- Fall Branch section (TDOT)		12/31/2020	Project moved to 2019; "B Date" package due 9/26/2018; TDOT Letting Date: December 2018
\$352,000.00	Chad Austin	Chris Alley	SR 93- Horse Creek/Derby Drive Section (TDOT)		12/31/2021	Project moved to 2020; "B Date" package due 9/25/2019; TDOT Letting Date: December 2019
\$350,000.00	Kitty Frazier	Clabaugh, Hank	Buffalo Grasslands Boardwalk/Greenbelt Connector		12/31/2017	Construction is ongoing and nearing 50% completion.
\$245,100.00	Rob Cole	Austin, Chad	Bays Mountain - Pavillion at Lily Pad Cove	GP1707	12/8/2017	Roofing, electrical, and handrails being completed. Lighting on order to be installed first week of December.
\$230,000.00	Helen Whitaker	Mason, David	Library Colonnade Expansion	GP1807		In design. Currently scheduled to advertise on 12/3 for early January 2018 bid opening.
\$221,800.00	Tim Elsea	Elsea, Tim	Lynn Garden Signal System [MTPO & City funded]	MPO15C	1/31/2018	Working thru comments from TDOT for approval of bid documents and plans.
\$218,713.00	Chad Austin	Spud Myrick	Hunt Rd waterline extension	WA1805	12/31/2017	Construction to start by 11/5.
\$179,260.00	Tim Elsea	Elsea, Tim	Sullivan Street & Clay Street Signal	GP1740	12/1/2017	Poles were delivered on 11/7/17. Contractor will be remobilize the week of 11/13/17. Estimate 3 weeks of work to complete this project.
\$160,000.00		Mason, David	Lynn View Community Center Site Improvements	GP1714		Bid Opening November 21, 2017.
\$138,500.00	Kitty Frazier	Clabaugh, Hank	Reedy Creek Terrace Bridge	ST1503	12/31/2017	The wooden decking is complete. Only railing and cleanup/touchup work remains.
\$50,000.00		David Edwards	Main St. & Sullivan St. System Upgrades			Coordination underway with KATS site contractor

Estimated Cost	Project Owner	Project Manager	Project Name	Project #	Completion Date	CurrentStatus
\$11,800.00		Mason, David	Borden Park Phase II - Playground	GP1700		<a href="#">Presenting purchase order to BMA for approval 11/21. Utilizing U.S. Communities Purchasing Alliance to procure.</a>
		Steve Robbins	Bloomington Culvert Replacement			Design underway by engineering (Dave Harris)
	Chad Austin	Pamela Gilmer	Meade Tractor Sanitary Sewer Extension		2/1/2018	<a href="#">Advertisement scheduled for November 12, 2017.</a>
	Chris McCartt	Clabaugh, Hank	Carousel Park		6/4/2018	BWSC is preparing the construction documents, using Little Tikes as the playground equipment provider.



# Status Updates on Active Projects sorted by Completion Date

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## **AGENDA**

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

### **BUSINESS MEETING**

**Tuesday, November 21, 2017, 7:00 p.m.  
City Hall, 225 W. Center St., Courtroom, 2<sup>nd</sup> Floor**

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

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

Alderman Betsy Cooper  
Alderman Colette George  
Alderman Tommy Olterman

#### **City Administration**

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

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

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

#### **II.B. INVOCATION – Mitch Whisnant, First Baptist Church**

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

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

1. Domtar – TOSHA Governor's Award of Excellence for Workplace Safety

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

None



## **V. APPROVAL OF MINUTES**

1. Work Session – November 6, 2017
2. Business Meeting – November 7, 2017

## **VI. COMMUNITY INTEREST ITEMS**

### **A. PUBLIC HEARINGS**

None

### **COMMENT**

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

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

1. Ratifying the Mayor's Signature and Executing All Documents Necessary and Proper to Receive a Grant from FiftyForward for the Kingsport Senior Center and Appropriating the Funds (AF: 284-2017) (Shirley Buchanan)
  - Resolution
  - Ordinance – First Reading
2. Budget Authorization Ordinance – Downtown and Academic Master Plans (AF: 291-2017) (Lynn Tully)
  - Ordinance – First Reading
3. Budget Ordinance to Move Funding from the Transit Garage Project into the Transit Center Project (AF: 290-2017) (Chris McCartt)
  - Ordinance – First Reading

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

1. Amend Zoning of a Portion of Parcel 23.10, Located Near the Intersection of New Beason Well Road and East Stone Drive (AF: 272-2017) (Ken Weems)
  - Ordinance – **Second Reading and Final Adoption**
2. Appropriate \$7,786.70 from the USDOJ/Office of Justice Programs, Bulletproof Vest Partnership Funding (AF: 278-2017) (David Quillin)
  - Ordinance – **Second Reading and Final Adoption**

### **D. OTHER BUSINESS**

1. Agreement for Design and Construction Administration Services with Lose & Associates, Inc., for the Kingsport Aquatic Center Expansion and New Outdoor Pool Addition (AF: 283-2017) (Chris McCartt)
  - Resolution
2. Awarding the Bid for the Purchase of Three (3) Single Axle Dump Trucks (AF: 285-2017) (Ryan McReynolds, Steve Hightower)
  - Resolution

Resolution Revised

3. Awarding the Bid for the Purchase of One (1) 4X2 Backhoe (AF: 286-2017) (Ryan McReynolds, Steve Hightower)
  - Resolution
4. Amending the Barge Waggoner Sumner and Cannon Design Agreement for Water Treatment Plant Pipe Gallery Improvements to Include Resident Project Inspection and Engineering during Construction (AF: 280-2017) (Ryan McReynolds)
  - Resolution
5. Awarding the Bid for the Purchase of Four (4) 4X4 Backhoes (AF: 287-2017) (Ryan McReynolds, Steve Hightower)
  - Resolution
6. Issue a Purchase Order to Procure a Playground Installation at Borden Park Using Project Diabetes Grant Funding (AF: 282-2017) (Chris McCartt)
  - Resolution
7. Change Order No. 1 for KATS Transit Center (AF: 289-2017) (Chris McCartt)
  - Resolution
8. Renewal of the Policy with HCC Life Insurance Company for Stop Loss Reinsurance Coverage (AF: 292-2017) (Terri Evans)
  - Resolution
9. Reimbursement of Materials Agreement Funds to Danny Karst Related to Edinburgh Phase 9 Development (AF: 281-2017) (Ryan McReynolds)
  - Resolution
10. Reimbursement of Materials Agreement Funds to Danny Karst Related to Edinburgh South Phase I Development (AF: 274-2017) (Ryan McReynolds)
  - Resolution
11. Reimbursement of Materials Agreement Funds to Danny Karst Related to Edinburgh Phase 10 Development (AF: 288-2017) (Ryan McReynolds)
  - Resolution
12. Right-of-Way Easement with Kingsport Power Company (AF: 293-2017) (Michael Thompson)
  - Resolution

**VII. CONSENT AGENDA**

None

**VIII. COMMUNICATIONS**

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



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

## **IX. ADJOURN**

Minutes of the Regular Work Session of the  
Board of Mayor and Aldermen, City of Kingsport, Tennessee  
Monday, November 6, 2017, 4:30 PM  
Council Room – City Hall

PRESENT: Board of Mayor and Aldermen

Mayor John Clark

Vice-Mayor Mike McIntire

Alderman Jennifer Adler

Alderman Joe Begley

Alderman Betsy Cooper

Alderman Tommy Olterman

City Administration

Jeff Fleming, City Manager

J. Michael Billingsley, City Attorney

James H. Demming, City Recorder/Chief Financial Officer

1. **CALL TO ORDER:** 4:30 p.m. by Mayor Clark.
2. **ROLL CALL:** By Deputy City Recorder Marshall. Absent: Alderman Colette George.
3. **CHAMBER PROGRAMS UPDATE.** Aundrea Wilcox gave a presentation for 2017 on KOSBE (Kingsport Office of Small Business Development and Entrepreneurship). Robin Cleary presented information on KKB (Keep Kingsport Beautiful). Brief discussion followed each presentation.
4. **CENTENNIAL UPDATE.** CeeGee McCord gave a brief introduction. Marketing and Public Relations Director Heather Cook then provided details on the events coming up to finish off the Centennial year in Kingsport.
5. **REVIEW OF AGENDA ITEMS ON THE NOVEMBER 7, 2017 REGULAR BUSINESS MEETING AGENDA.** City Manager Fleming stated all of the agenda items had been covered in one on one meetings and unless there was something specific that needed to be addressed the board could move on for the sake of time.

**VI.A.1 Amend Zoning of a Portion of Parcel 23.10 Located Near the Intersection of New Beason Well Road and East Stone Drive (AF: 272-2017).** City Senior Planner Ken Weems presented this item, pointing out this was an owner requested rezoning of the property. He stated there would be a new Weigel's convenience store with a gas station constructed at this site. He then answered questions from the board.

Ms. Gail Cole commented on the Maker Space project, noting it is still in the works. She also asked about the special called work session to hear about the ONEKingsport project details. Development Services Director Lynn Tully stated that staff is currently looking at the possibility of January 16, 2018 for this meeting to be scheduled.

**Minutes of the Regular Work Session of the Board of Mayor and Aldermen of  
Kingsport, Tennessee, Monday, November 6, 2017**

6. **ADJOURN.** Seeing no other matters presented for discussion at this work session, Mayor Clark adjourned the meeting at 5:46 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, November 7, 2017, 7:00 PM  
Large Court Room – City Hall

PRESENT:

Board of Mayor and Aldermen

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

Alderman Betsy Cooper  
Alderman Colette George  
Alderman Tommy Olterman

City Administration

Jeff Fleming, City Manager  
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:** New Vision Youth.
- II.B. **INVOCATION:** Pastor Greg Burton, Colonial Heights Baptist Church.
- III. **ROLL CALL:** By City Recorder Demming. All Present.
- IV.A. **RECOGNITIONS AND PRESENTATIONS.**
  - 1. Kingsport Police Dept. Citizens Academy Graduation - Chief Quillin.
  - 2. Recognition of Charlotte DeVault - Ken Marsh.
- IV.B. **APPOINTMENTS/REAPPOINTMENTS.** None.
- V. **APPROVAL OF MINUTES.**

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

- A. October 16, 2017 Regular Work Session
- B. October 17, 2017 Regular Business Meeting

Approved: All present voting "aye."

VI. **COMMUNITY INTEREST ITEMS.**

A. **PUBLIC HEARINGS.**

- 1. **Amend Zoning of a Portion of Parcel 23.10 Located Near the Intersection of New Beason Well Road and East Stone Drive (AF: 272-2017)** (Ken Weems).

**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, November 7, 2017**

Motion/Second: McIntire/George, to pass:

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY ADJACENT TO THE INTERSECTION OF EAST STONE DRIVE AND NEW BEASON WELL ROAD FROM R-1B, RESIDENTIAL DISTRICT TO B-3, HIGHWAY ORIENTED BUSINESS DISTRICT IN THE 10<sup>TH</sup> CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on first reading: All present voting “aye.”

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

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

**1. Appropriate \$7,786.70 from the USDOJ/Office of Justice Programs, Bulletproof Vest Partnership Funding (AF: 278-2017) (David Quillin).**

Motion/Second: George/Olterman, to pass:

AN ORDINANCE TO AMEND THE GENERAL PROJECT-SPECIAL REVENUE FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM THE DEPARTMENT OF JUSTICE FOR THE YEAR ENDING JUNE 30, 2018; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on first reading: All present voting “aye.”

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

**1. Budget Ordinance to Appropriate \$20,800.00 from the Tennessee Highway Safety Office (THSO) 2017-2018 Grant (AF: 259-2017) (David Quillin).**

Motion/Second: Adler/Cooper, to pass:

**ORDINANCE NO. 6700,** AN ORDINANCE TO AMEND THE GENERAL PROJECT/SPECIAL REVENUE FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM THE TENNESSEE HIGHWAY SAFETY OFFICE (THSO) FOR THE YEAR ENDING JUNE 30, 2018; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**2. Budget Adjustment Ordinance for FY18 (AF: 262-2017) (Jeff Fleming).**

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, November 7, 2017**

Motion/Second: McIntire/George, to pass:

**ORDINANCE NO. 6701**, AN ORDINANCE TO AMEND VARIOUS PROJECTS FOR THE YEAR ENDING JUNE 30, 2018; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**D. OTHER BUSINESS.**

**1. Bid Award for the Purchase of Two (2) Tandem Axle Dump Trucks** (AF: 276-2017) (Ryan McReynolds, Steve Hightower).

Motion/Second: McIntire/Adler, to pass:

**Resolution No. 2018-064**, A RESOLUTION AWARDDING THE BID FOR THE PURCHASE OF TWO TANDEM AXLE DUMP TRUCKS TO GOODPASTURE MOTOR COMPANY, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

Passed: All present voting “aye.”

**2. Agreement Renewing Property Insurance for City-Owned Buildings** (AF: 275-2017) (Terri Evans)

Motion/Second: Cooper/McIntire, to pass:

**Resolution No. 2018-065**, A RESOLUTION AUTHORIZING THE RENEWAL OF THE AGREEMENT WITH TRAVELERS INSURANCE FOR CITY OF KINGSFORT PROPERTY INSURANCE AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting “aye.”

**3. Renew Workers' Compensation Excess Insurance Coverage through Safety National Insurance Company** (AF: 273-2017) (Terri Evans).

Motion/Second: George/Adler, to pass:

**Resolution No. 2018-066**, A RESOLUTION APPROVING THE RENEWAL OF THE AGREEMENT WITH SAFETY NATIONAL INSURANCE CORPORATION FOR WORKERS' COMPENSATION REINSURANCE AND AUTHORIZING THE MAYOR TO EXECUTE THE RENEWAL OF THE POLICY AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE RENEWAL

Passed: All present voting “aye.”

**4. Amend Agreement with TDOT for Fort Robinson Drive Bridge** (AF: 277-2017) (Ryan McReynolds).

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, November 7, 2017**

Motion/Second: McIntire/Begley, to pass:

**Resolution No. 2018-067**, A RESOLUTION APPROVING AN AMENDMENT TO THE AGREEMENT WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR THE FORT ROBINSON BRIDGE REPLACEMENT PROJECT; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

Passed: All present voting “aye.”

**5. Apply For and Receive a Training Opportunities for the Public (TOP) Grant (AF: 279-2017) (Helen Whittaker).**

Motion/Second: Olterman/Cooper, to pass:

**Resolution No. 2018-068**, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE AN TRAINING OPPORTUNITIES FOR THE PUBLIC (TOP) GRANT THROUGH THE TENNESSEE STATE LIBRARY AND ARCHIVES

Passed: All present voting “aye.”

**VII. CONSENT AGENDA.** None.

**VIII. COMMUNICATIONS.**

- A. CITY MANAGER.** Mr. Fleming gave an update on the Regions Bank facilities plan. He also stated in reference to Item VIII.D. regarding MeadowView and One Source, that it allowed for the convention center to piggyback on the hotel's existing wi-fi service, noting the money is already in place as it was appropriated by the board last year.
- B. MAYOR AND BOARD MEMBERS.** Alderman Olterman congratulated the Dobyys Bennett football program and the graduates of the Citizen's Police Academy. He also stated he had been asked by representatives of the military for the city to sponsor banners for Veteran's Day. Alderman George commented on the Citizen's Academy, stating she had always wanted to participate and it was a great opportunity provided by the city. She also mentioned Veteran's Day coming up this weekend, noting we are blessed to have them. Alderman Adler encouraged citizens to sign up as a mentor for high school students through Tennessee Achieves, pointing out more volunteers are needed and challenging the other board members. She stated there would be a cleanup this Saturday at Darrell's Dream Boundless playground located at Warriors Park and also commented on the Santa Train. Alderman Cooper encouraged citizens to spread kindness in light of the recent shootings. Vice-Mayor McIntire thanked those involved with the groundbreaking for the new downtown apartment building and congratulated Healthy Kingsport for completing the million mile challenge. The Vice-Mayor welcomed Dunham

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, November 7, 2017**

Sporting Goods to the mall. Lastly, Mr. McIntire announced the unveiling of the Spirit of Generosity and Owen's Train coming up at Centennial Park on Friday, November 17. Mayor Clark stated he recognized 133 Women of Impact at an event last Sunday, noting Colette George and Valerie Joh were among those. He also stated Kingsport Theatre Guild would be presenting Arsenic and Old Lace at a downtown venue the next two weekends.

**C. VISITORS.** None.

**D. GPNS Bid and One Source Solution - MeadowView.**

**IX. ADJOURN.** Seeing no other business for consideration at this meeting, Mayor Clark adjourned the meeting at 8:02 p.m.

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ANGELA MARSHALL  
Deputy City Recorder

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JOHN CLARK  
Mayor





## AGENDA ACTION FORM

### **Ratifying the Mayor's Signature and Executing All Documents Necessary and Proper to Receive a Grant from FiftyForward for the Kingsport Senior Center and Appropriating the Funds**

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

Action Form No.: AF-284-2017  
 Work Session: November 20, 2017  
 First Reading: November 21, 2017

Final Adoption: December 5, 2017  
 Staff Work By: S. Buchanan  
 Presentation By: S. Buchanan

### **Recommendation:**


Approve the Resolution and Ordinance.

### **Executive Summary:**

Funds were allocated by the State with the intention of \$50,000 being awarded to each of the seven accredited Senior Centers across the State of Tennessee. The Funds ended up all being received by FiftyForward an organization that has five of the accredited Centers. This grant award is a result of the initial request to the State.

### **Attachments:**

1. Resolution
2. Ordinance
3. Letter of Agreement dated August 18, 2017.

Funding source appropriate and funds are available: 

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

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

A RESOLUTION TO RATIFY THE MAYOR'S SIGNATURE ON ALL  
DOCUMENTS NECESSARY AND PROPER TO RECEIVE A  
FIFTYFORWARD GRANT FOR THE KINGSPORT SENIOR  
CENTER

WHEREAS, the city received notice that due to an allocation by the Tennessee General Assembly for the accredited Senior Center, FiftyForward would like to grant \$50,000.00 to the city for the Senior Center.

WHEREAS, a Letter of Agreement was executed acknowledging the city would like to accept these funds in September, 2017.

WHEREAS, the funds have been delivered and the city would like to accept the funds, to be used for the overall operations and programs of the main facility and the branch site, which offers programs in exercise, cultural, and educational opportunities for the members and the community; and

WHEREAS, the grant is in the amount of \$50,000.00, with no matching funds required;

Now therefore,

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

SECTION I. That the Letter of Agreement submitted in September 2017 to Fifty Forward accepting the grant funds for the Kingsport Senior Center, in an amount of \$50,000.00 is ratified, including the execution of the same by Mayor John Clark.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to receive a grant from FiftyForward for the Kingsport Senior Center, in an amount of \$50,000.00.

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

ADOPTED this the 21st of November, 2017.

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

AN ORDINANCE TO AMEND THE GENERAL PROJECT-SPECIAL REVENUE FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM FIFTYFORWARD FOR THE YEAR ENDING JUNE 30, 2018; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Projects-Special Revenue Fund budget be amended by appropriating grant funds received from FiftyForward in the amount of \$50,000 for operations and programs to the FiftyForward project (NC1807).

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b><u>Fund 111: General Projects-Special Rev Fund</u></b>			
<b><u>FiftyForward Grant (NC1807)</u></b>			
<b><u>Revenues:</u></b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
111-0000-332-4810 FiftyForward	0	50,000	50,000
<b><i>Totals:</i></b>	<b>0</b>	<b>50,000</b>	<b>50,000</b>
<b><u>Expenditures:</u></b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
111-0000-601-2020 Professional Consultant	0	20,000	20,000
111-0000-601-2040 Travel	0	5,500	5,500
111-0000-601-2041 Registration	0	1,500	1,500
111-0000-601-3012 Food	0	4,000	4,000
111-0000-601-3020 Operating Supplies & Tools	0	19,000	19,000
<b><i>Totals:</i></b>	<b>0</b>	<b>50,000</b>	<b>50,000</b>

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

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



174 Rains Avenue • Nashville, TN 37203-5319 • 615.743.3400 • [www.fiftyforward.org](http://www.fiftyforward.org)

## Letter of Agreement

### Grant from FiftyForward to Kingsport Senior Center

August 18, 2017

Ms. Shirley Buchanan  
Kingsport Senior Center  
1200 E. Center Street  
Kingsport, TN 37660

Dear Shirley,

As you are aware, the legislation that was passed by the state legislature this past spring allocated \$350,000 to FiftyForward for our seven regional centers. The educational work that we all did with our respective representatives and senators, however, had the intention and goal of obtaining \$50,000 for each of the seven accredited centers in Tennessee – five of which are operated by FiftyForward and the other two are Johnson City Senior Center and Kingsport Senior Center. We have met with our auditor in regard to the method of payment to Johnson City Senior Center and Kingsport Senior Center and have decided to make grants of \$50,000 to each center and the grants will be made from FiftyForward's earned income as these grants cannot be legally made from the state appropriation to FiftyForward.

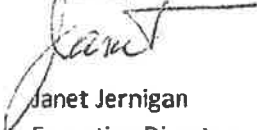
Prior to disbursing the grants, if you choose to accept this award, we need you to sign this agreement (include your taxpayer identification number and a daytime phone number) in the space provided as your acceptance of the following terms and conditions:

1. Return to FiftyForward the following materials:
  - a. This signed Letter of Agreement;
  - b. Substitute W-9 Form; and
  - c. A plan specifying the proposed use of such funds and the benefits anticipated to be derived therefrom.
2. You agree to maintain records related to the performance of your obligations or to payments received under this agreement in a manner consistent with the accounting procedures of the Comptroller of the Treasury, pursuant to T.C.A. 4-3-304 and applicable rules and regulations thereunder.
3. You agree to provide a notarized statement and accounting report regarding actual expenditure of these funds to FiftyForward within 90 days of the close of the fiscal year ending June 30, 2018.



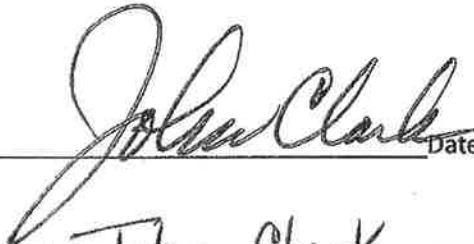
174 Rains Avenue • Nashville, TN 37203-5319 • 615.743.3400 • www.fiftyforward.org

Sincerely,

  
Janet Jernigan  
Executive Director

On behalf of Kingsport Senior Center, I hereby agree to the aforementioned terms and conditions.

Official's Signature



Date

9/5/17

Official's name (please print)

John Clark

Official's Title

Mayor

Daytime Contact Phone Number

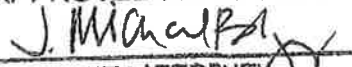
423-229-9412

Federal Taxpayer Identification Number

62-6000323

  
ATTEST  
  
DEPUTY CITY RECORDER

APPROVED AS TO FORM:

  
CITY ATTORNEY



## Kingsport Senior Center

### Direct Appropriation for FiftyForward Grant

The Kingsport Senior Center is a community resource dedicated to enriching the quality of life for area seniors. The Center values the advocacy of senior issues, promotes stimulating education and wellness opportunities, and encourages community involvement and volunteerism. The Kingsport Senior Center's roots go back to 1960 with 19 members in attendance at the first meeting, and has grown to a membership of 3,981 in 2016. The Kingsport Senior Center was accredited by the National Institute of Senior Center's in 2015 and is one of only seven nationally accredited centers across the state of Tennessee. The Daily average attendance at the Center is over 400. Our staff is both committed and passionate about providing the best possible programs and events for our area seniors.

The funding from this grant will provide support for the overall operations and programs of our main facility and our branch site. The Kingsport Senior Center offers over 120 programs, classes, or events each week. Classes include tai chi, pottery, wood working, line dancing, belly dancing, clogging, yoga, SilverSneakers boom, yoga, and classic exercise classes, aerobics, water aerobics, lap swimming, and a variety of others. Cultural classes include painting, knitting, quilting, wood carving, foreign language classes, cooking classes and demos, jewelry making, basket weaving, and various others. The Senior Center also facilitates its own Artisan Center in its branch site that allows seniors over the age of 50 a venue to sell their handiwork and subsidize their income.

The Kingsport Senior Center is excited for this opportunity to help fund many of its programs. Funds will be used for many of our programs including exercise, cultural, and educational opportunities for our members and seniors of the community at large.



## AGENDA ACTION FORM

### **Budget Authorization Ordinance – Downtown and Academic Master Plans**

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

Action Form No.: AF-291-2017  
 Work Session: November 20, 2017  
 First Reading: November 21, 2017

Final Adoption: December 5, 2017  
 Staff Work By: Nathan Woods  
 Presentation By: Lynn Tully

### **Recommendation:**

Approve the Ordinance.

### **Executive Summary:**

The BMA at its October 2016 meeting authorized the Downtown and Academic Master Plans. Work on the plans is currently underway with an anticipated completion date of December 31<sup>st</sup> for the Academic Village Master Plan, and March 1<sup>st</sup> for the whole of downtown Kingsport. The next phase of the plan is an economic survey and market analysis that would inventory current downtown uses, vacant spaces, and existing spaces. In addition to the inventory, the analysis would: assess market opportunities by land use and product type, establish demand for residential, retail and office uses, summarize residential, retail and office rent/sales rates, determine the appropriate recommended mix of commercial, residential, and mixed-use development, and analyze potential job growth. As the total amount of phases 1 and 2 exceed procurement limits, an additional authorization is required. Funding is available in the OneKingsport budget for phase 2 at \$19,000.

The ordinance will also appropriate \$15,000 from the National Association of Realtors Smart Growth grant when received to the OneKingsport/Downtown Master Plan project.

### **Attachments:**

1. Ordinance

Funding source appropriate and funds are available:

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

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

PRE-FILED  
CITY RECORDER

AN ORDINANCE TO AMEND THE GENERAL PROJECT  
FUND FOR THE YEAR ENDING JUNE 30, 2018; AND TO  
FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Project Fund budget be amended by appropriating grant funds in the amount of \$15,000 received from the National Association of Realtors Smart Growth to the One Kingsport project (GP1702).

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b><u>Fund 311: General Project Fund</u></b>			
<b><u>One Kingsport (GP1702)</u></b>			
<b><u>Revenues:</u></b>	\$	\$	\$
311-0000-364-3000 From Non-Profit Groups	0	15,000	15,000
311-0000-391-0100 From General Fund	650,000	0	650,000
<b><i>Totals:</i></b>	<b>650,000</b>	<b>15,000</b>	<b>665,000</b>
<b><u>Expenditures:</u></b>	\$	\$	\$
311-0000-601-2020 Professional Consultant	50,000	171,500	221,500
311-0000-601-2022 Construction Contracts	374,700	(156,500)	218,200
311-0000-601-2023 Arch/Eng/Landscaping	100,000	0	100,000
311-0000-601-8050 Tap Fee Incentive	50,000	0	50,000
311-0000-601-9003 Improvements	75,300	0	75,300
<b><i>Totals:</i></b>	<b>650,000</b>	<b>15,000</b>	<b>665,000</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:



## AGENDA ACTION FORM

### **Budget Ordinance to Move Funding from the Transit Garage Project into the Transit Center Project**

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

Action Form No.: AF-290-2017  
 Work Session: November 20, 2017  
 First Reading: November 21, 2017

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

### **Recommendation:**

Approve the Budget Ordinance.

### **Executive Summary:**

TDOT has reallocated Federal Section 5307 Capital funds for FFY 2014 and earlier to Kingsport to keep them from lapsing. When the bid for construction of the Transit Center was awarded the contingency, project management, and FF&E items were under funded. Based on the revised funding allocation and the need to add funding to the Transit Center project, this action adds the following funding to the project: \$400,000 Total, \$320,000 80% Federal, \$40,000 10% State, \$40,000 10% Local. The Local amount is currently available in the Transit Garage project and will be moved into the Transit Center project upon approval.

### **Attachments:**

1. Budget Ordinance
2. TDOT Redistribution Letter

Funding source appropriate and funds are available:

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

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

AN ORDINANCE TO AMEND THE GENERAL  
PROJECT FUND BUDGET BY APPROPRIATING  
GRANT FUNDS FROM THE TENNESSEE  
DEPARTMENT OF TRANSPORTATION TO THE  
TRANSIT CENTER PROJECT FOR THE YEAR  
ENDING JUNE 30, 2018; AND TO FIX THE  
EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Project Fund budget be amended by appropriating grant funds received from the Tennessee Department of Transportation Section 5307 in the amount of \$360,000 to the Transit Center project (GP1718) and by transferring \$40,000 as the local match from the Transit Garage project (GP1727) to the Transit Center project (GP1718).

<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>Transit Center (GP1718)</u></b>			
<b><u>Revenues:</u></b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
311-0000-331-2000 Federal Rev/UMTA Section 9	4,124,000	320,000	4,444,000
311-0000-332-9000 Dept. of Transportation	515,500	40,000	555,500
311-0000-368-1054 Series 2016 GO (Nov 4)	351,188	40,000	391,188
311-0000-368-2101 Premium From Bond Sale	29,108	0	29,108
311-0000-391-0100 From General Fund	218,561	0	218,561
<b>Totals:</b>	<b>5,238,357</b>	<b>400,000</b>	<b>5,638,357</b>

<b><u>Expenditures:</u></b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
311-0000-601-2023 Arch/Eng/Landscaping	399,547	62,042	461,589
311-0000-601-4041 Bond Sale Expense	3,996	0	3,996
311-0000-601-9001 Land	1,016,500	(499,158)	517,342
311-0000-601-9003 Improvements	3,818,314	837,116	4,655,430
<b>Totals:</b>	<b>5,238,357</b>	<b>400,000</b>	<b>5,638,357</b>

<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>Transit Garage (GP1727)</u></b>			
<b><u>Revenues:</u></b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
311-0000-368-1054 Series 2016 GO (Nov 4)	53,530	(40,000)	13,530
311-0000-368-1055 Series 2017A GO Bonds	145,237	0	145,237
311-0000-368-2101 Premium From Bond Sale	27,137	0	27,137
<b>Totals:</b>	<b>225,904</b>	<b>(40,000)</b>	<b>185,904</b>



<b><u>Expenditures:</u></b>	\$	\$	\$
311-0000-601-4041 Bond Sale Expense	4,789	0	4,789
311-0000-601-9003 Improvements	221,115	(40,000)	181,115
<b><i>Totals:</i></b>	<b>225,904</b>	<b>(40,000)</b>	<b>185,904</b>

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

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



**STATE OF TENNESSEE**  
**DEPARTMENT OF TRANSPORTATION**  
DIVISION OF MULTIMODAL TRANSPORTATION RESOURCES  
SUITE 1800, JAMES K. POLK BUILDING  
505 DEADERICK STREET  
NASHVILLE, TN 37243-0349  
(615)741-2781

JOHN C. SCHRÖER  
COMMISSIONER

BILL HASLAM  
GOVERNOR

**October 5, 2017**

**RE: FTA Section 5307 FFY2014 & Earlier Redistribution**

Dear Small Urban Transit Agencies:

TDOT is pleased to announce the redistribution of FTA Section 5307 FFY2014 & earlier program funds with this split allocation letter in order to enable Tennessee's small urban agencies to apply directly to the FTA for the 5307 funds. The redistribution of the available \$5,868,469 is determined by formula using the same factors as 5307 annual allocations. Results are shown below.

**FTA Section 5307**  
**Redistributed FFY2014 & Earlier Allocation**

<b>Agency</b>	<b>FFY2014 &amp; Earlier Allocation</b>
Bristol-Bristol, TN-VA	\$229,808.00
Clarksville, TN-KY	\$1,511,878.00
Cleveland, TN	\$439,524.00
Jackson, TN	\$823,630.00
Johnson City, TN	\$1,058,103.00
Kingsport, TN-VA	\$598,966.00
Morristown, TN	\$397,978.00
Murfreesboro, TN	\$808,582.00
<b>TOTAL</b>	<b>\$5,868,469.00</b>

Please refer to this split allocation letter when applying for the redistributed funds. This letter supplants prior split allocation letters for Section 5307 FFY2014 and earlier allocated funds.

As identified in this Split Letter, the Designated Recipient authorizes the assignment/allocation of Section 5307 to the Direct Recipient(s) named herein. The undersigned agree to the Split Letter and the amounts allocated/assigned to each Direct Recipient. Each Direct Recipient is responsible for its application to the Federal Transit Administration to receive Section 5307 funds and assumes the responsibilities associated with any award for these funds.

All agencies are required to obligate their allocated 5307 redistributed funds in TrAMS by April 30, 2018. Unobligated funds will be redistributed based on Director's Discretion. TDOT Multimodal offers a state match on 5307 capital expenses only.

If you have any questions, please contact me at [matthew.long@tn.gov](mailto:matthew.long@tn.gov) or by phone at 615-770-1039.

Best regards,

A handwritten signature in blue ink, appearing to read 'Matthew Long', with a large, stylized flourish extending from the end of the signature.

Matthew Long  
Transit Manager

cc: Toks Omishakin, Deputy Commissioner/Chief  
Liza Joffrion, Multimodal Director  
Larry Sanborn, Multimodal Assistant Director  
Dr. Yvette Taylor, FTA Region IV Administrator  
Robert Buckley, FTA Region IV Director of Finance & Program Oversight  
Andres Ramirez, FTA Region IV Community Planner  
Jason Spain, TPTA Executive Director  
Arthur Bing, TPTA President



## AGENDA ACTION FORM

### **Amend Zoning of a Portion of Parcel 23.10, Located Near the Intersection of New Beason Well Road and East Stone Drive**

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

Action Form No.: AF-272-2017  
 Work Session: November 6, 2017  
 First Reading: November 7, 2017

Final Adoption: November 21, 2017  
 Staff Work By: Ken Weems  
 Presentation By: Ken Weems

#### **Recommendation:**

- ~~Hold public hearing~~
- Approve ordinance amending the zoning ordinance to rezone a portion of parcel 23.10 from R-1B, Residential District to B-3, Highway Oriented Business District.

#### **Executive Summary:**

This is an owner-requested rezoning of approximately 2.06 acres located at the northeast corner of New Beason Well Road and East Stone Drive from R-1B to B-3. The purpose of the rezoning is to accommodate construction of a new convenience store with gas station. During their September 2017 regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation in support of the rezoning to the Board of Mayor and Aldermen. The notice of public hearing was published on October 23, 2017.

#### **Attachments:**

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

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

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

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY ADJACENT TO THE INTERSECTION OF EAST STONE DRIVE AND NEW BEASON WELL ROAD FROM R-1B, RESIDENTIAL DISTRICT TO B-3, HIGHWAY ORIENTED BUSINESS DISTRICT IN THE 10<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 the intersection of East Stone Drive and New Beason Well Road from R-1B, Residential District to B-3, Highway Oriented Business District in the 10<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 southern corner of Tax Map 47D, Parcel 23.10 in common with the intersection of the northern right-of-way of East Stone Drive and the eastern right-of-way of New Beason Well Road; thence in a northwesterly direction, following the eastern right-of-way of New Beason Well Road, approximately 320.5 feet to a point, said point lying on the parcel boundary of parcel 23.10 in common with the eastern right-of-way of New Beason Well Road; thence in a northeasterly direction, approximately 326 feet to a point, said point lying inside parcel 23.10; thence in a southeasterly direction, approximately 215 feet to a point, said point lying inside parcel 23.10; thence in a northeasterly direction, approximately 111 feet to a point, said point lying inside parcel 23.10; thence in a southeasterly direction, approximately 105 feet to a point, said point lying on the boundary of parcel 23.10 in common with the northern right-of-way of East Stone Drive; thence in a southwesterly direction, following the northern right-of-way of East Stone Drive, approximately 347 feet to the point of BEGINNING, and being a portion of Tax Map 47D, parcel 23.10, 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 \_\_\_\_\_





## AGENDA ACTION FORM

### Amend Zoning of a Portion of Parcel 23.10, Located Near the Intersection of New Beason Well Road and East Stone Drive

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

Action Form No.: AF-272-2017  
 Work Session: November 6, 2017  
 First Reading: November 7, 2017

Final Adoption: November 21, 2017  
 Staff Work By: Ken Weems  
 Presentation By: Ken Weems

#### Recommendation:

- Hold public hearing
- Approve ordinance amending the zoning ordinance to rezone a portion of parcel 23.10 from R-1B, Residential District to B-3, Highway Oriented Business District.

#### Executive Summary:

This is an owner-requested rezoning of approximately 2.06 acres located at the northeast corner of New Beason Well Road and East Stone Drive from R-1B to B-3. The purpose of the rezoning is to accommodate construction of a new convenience store with gas station. During their September 2017 regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation in support of the rezoning to the Board of Mayor and Aldermen. The notice of public hearing was published on October 23, 2017.

#### Attachments:

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

	<u>Y</u>	<u>N</u>	<u>O</u>
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
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 November 7, 2017 to consider the rezoning for a portion of parcel 23.10 along East Stone Drive and New Beason Well Road from R-1B District to B-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 southern corner of Tax Map 47D, Parcel 23.10 in common with the intersection of the northern right-of-way of East Stone Drive and the eastern right-of-way of New Beason Well Road; thence in a northwesterly direction, following the eastern right-of-way of New Beason Well Road, approximately 320.5 feet to a point, said point lying on the parcel boundary of parcel 23.10 in common with the eastern right-of-way of New Beason Well Road; thence in a northeasterly direction, approximately 326 feet to a point, said point lying inside parcel 23.10; thence in a southeasterly direction, approximately 215 feet to a point, said point lying inside parcel 23.10; thence in a northeasterly direction, approximately 111 feet to a point, said point lying inside parcel 23.10; thence in a southeasterly direction, approximately 105 feet to a point, said point lying on the boundary of parcel 23.10 in common with the northern right-of-way of East Stone Drive; thence in a southwesterly direction, following the northern right-of-way of East Stone Drive, approximately 347 feet to the point of BEGINNING, and being a portion of Tax Map 47D, parcel 23.10, 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: 10/23/17

**Rezoning Report**

**Kingsport Regional Planning Commission**

**File Number 17-101-00004**

<b>Property Information</b>	The New Beason Well Road Rezoning		
<b>Address</b>	Northern corner of New Beason Well Rd. & East Stone Dr.		
<b>Tax Map, Group, Parcel</b>	A portion of Tax Map 47 Parcel 23.10		
<b>Civil District</b>	10		
<b>Overlay District</b>	Not applicable		
<b>Land Use Designation</b>	Retail		
<b>Acres</b>	2.06 acres +/-		
<b>Existing Use</b>	Agriculture (Pasture)	<b>Existing Zoning</b>	R-1B
<b>Proposed Use</b>	Convenience Store/Gas	<b>Proposed Zoning</b>	B-3
<b>Owner /Applicant Information</b>			
<b>Name:</b> CJM Cleek GP by Kay Vanover <b>Address:</b> 1101 New Beason Well Road <b>City:</b> Kingsport <b>State:</b> TN <b>Zip Code:</b> 37660 <b>Email:</b> rzvanover@charter.net <b>Phone Number:</b> (423) 288-7093		<b>Intent:</b> <i>To rezone from R-1B to B-3 to allow for the construction of a convenience store/gas station.</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 Alderman for the following reasons:</p> <ul style="list-style-type: none"> <li>• The rezoning site is designated as appropriate for "Retail" use on the Future Land Use Plan.</li> <li>• A convenience store with gas station is an appropriate commercial use for this intersection.</li> </ul> <p><b>Staff Field Notes and General Comments:</b></p> <ul style="list-style-type: none"> <li>• The parcel lies at the intersection of East Stone Drive and New Beason Well Road.</li> <li>• The rezoning site is currently used as cattle pasture.</li> <li>• A commercial rezoning for this site will not impact any existing residential uses.</li> </ul>			
<b>Planner:</b>	Ken Weems	<b>Date:</b>	September 11, 2017
<b>Planning Commission Action</b>		<b>Meeting Date:</b>	<b>September 21, 2017</b>
<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 17-101-00004**

**PROPERTY INFORMATION**

<b>ADDRESS</b>	New Beason Well Rd.
<b>DISTRICT</b>	10
<b>OVERLAY DISTRICT</b>	Not Applicable
<b>EXISTING ZONING</b>	R-1B
<b>PROPOSED ZONING</b>	B-3
<b>ACRES</b>	2.06 +/-
<b>EXISTING USE</b>	Agriculture
<b>PROPOSED USE</b>	Convenience Store/Gas Station

**PETITIONER**

**ADDRESS**                    **1101 New Beason Well Rd. Kingsport, TN**

**REPRESENTATIVE**

**PHONE**                    **(423) 288-7093**

**INTENT**

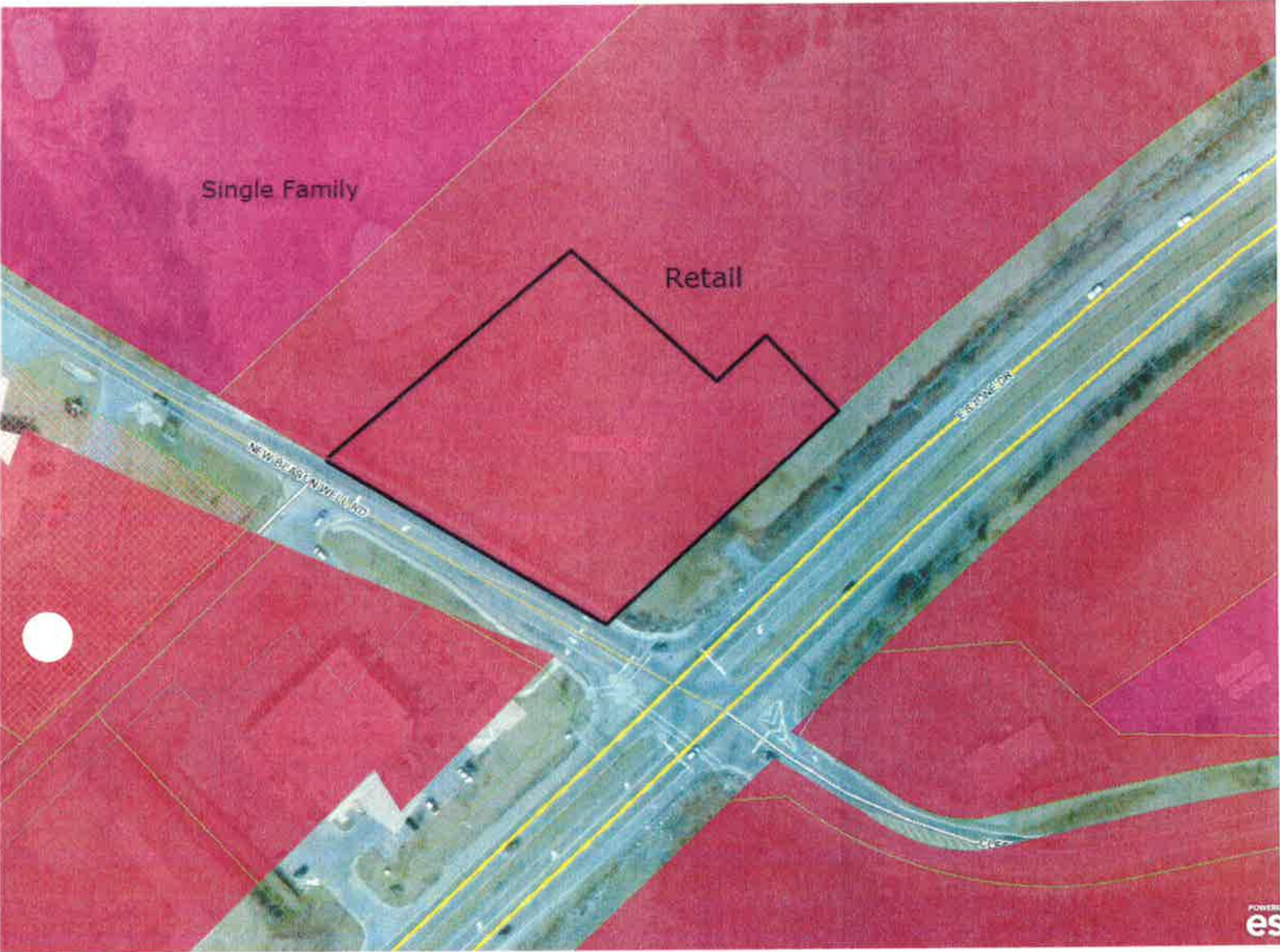
*To rezone from R-1B to B-3 to allow for the construction of a convenience store/gas station.*

**File Number 17-101-00004**



Surrounding City Zoning Map









Aerial

Kingsport Regional Planning Commission  
Rezoning Report  
File Number 17-101-00004

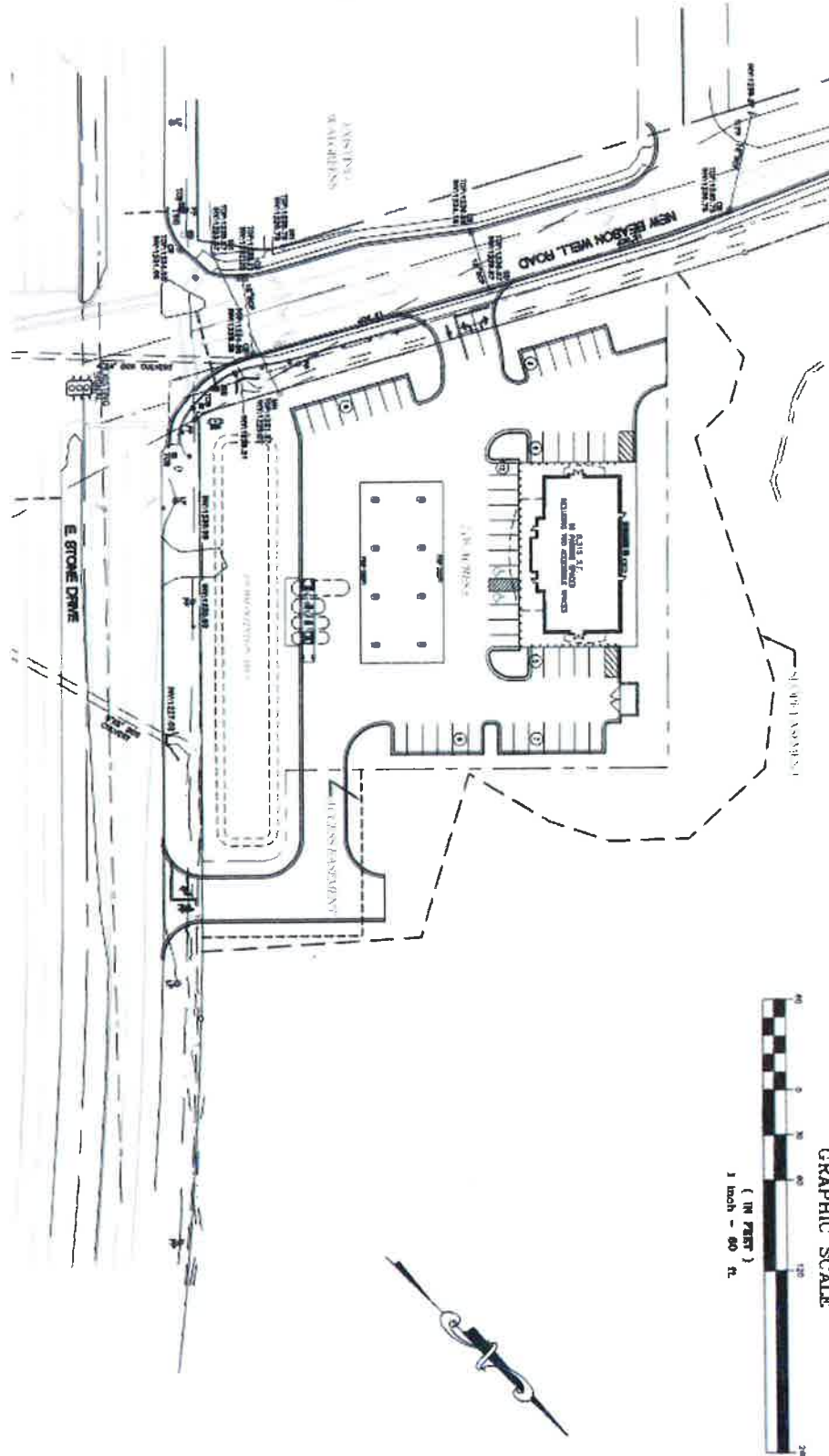
**View from across New Beason Well Road**



**View of East Stone / New Beason Well Intersection**



Zoning Development Plan





**ZDP Summary:** The proposed convenience store is located in an appropriate area for commercial use. Adequate parking is provided, along with the necessary landscape islands to provide sufficient interior parking lot landscaping. The stormwater detention area is located between the developed site and East Stone Drive. The City Traffic Dept is working with TDOT to approve the two separate driveway entrances, both of which meet appropriate standards for driveway permits in the vicinity of the intersection of New Beason Well Road and East Stone Drive. The interior drives allow access at two separate points that will facilitate vehicular circulation for future development, without the need for additional driveways along East Stone Drive.

Location	Identifier	Zoning / Use	History Zoning Action Variance Action
North	1	<u>Zone: A-1</u> Use: pasture	n/a
East	2	<u>Zone: B-1</u> Use: pasture (former drive-in theater)	n/a
Southeast	3	<u>Zone: R-1B</u> Use: single family + pasture	n/a
South	4	<u>Zone: M-1R</u> Use: vacant	n/a
Southwest	5	<u>Zone: M-1R</u> Use: auto sales	n/a
West	6	<u>Zone: B-3</u> Use: Walgreens	n/a
Northwest	7	<u>Zone: B-3</u> Use: Kingsport Fire Station #8	n/a

**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 commercial type uses that front along E Stone Drive.
- 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. Commercial use is adjacent to the property across New Beason Well and more vacant property is adjacent to the other side of the property.

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. The proposal has been reviewed by all City Departments and no adverse impacts have been determined.
5. **Whether the proposal is in conformity with the policies and intent of the land use plan?**

**Proposed use:** Commercial

**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 support approval of the proposed rezoning. The location of the parcel with frontage along E Stone Drive, a major commercial corridor, can support the rezoning and type of use.
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 the surrounding properties.
8. **Whether the change will create an isolated district unrelated to similar districts:** The proposal will not create an isolated district as B-3 zoning is located across New Beason Well Road from the rezoning site.
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 future commercial development.

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 R-1B to B-3 based upon conformance to the Future Land Use Plan as well as changing the frontage along East Stone Drive to the highest and best use of highway oriented business district.



## AGENDA ACTION FORM

### Appropriate \$7,786.70 from the USDOJ/Office of Justice Programs, Bulletproof Vest Partnership Funding

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

Action Form No.: AF-278-2017  
 Work Session: November 6, 2017  
 First Reading: November 7, 2017

Final Adoption: November 21, 2017  
 Staff Work By: Capt. Randall Gore  
 Presentation By: Chief David Quillin

### Recommendation:

Approve the Budget Ordinance.

### Executive Summary:

On June 6, 2017 via AF-137-2017, the Board of Mayor and Aldermen approved the Mayor executing any and all documents necessary to apply for and receive a US Department of Justice Grant for funding of bulletproof vests. We have been notified that we were approved for \$7,786.70 in reimbursements for vest expenditures. A fifty percent match is required and the match is provided from the police department operating budget.

### Attachments:

1. Ordinance

Funding source appropriate and funds are available: *df*

Y N O

Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Clark	—	—	—



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

PRE-FILED  
CITY RECORDER

AN ORDINANCE TO AMEND THE GENERAL PROJECT-SPECIAL REVENUE FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM THE DEPARTMENT OF JUSTICE FOR THE YEAR ENDING JUNE 30, 2018; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Project-Special Revenue Fund budget be amended by appropriating grant funds received from the Department of Justice/Bureau of Justice Assistance Bulletproof Vest Partnership to the Bullet Proof Vest project (NC1703) in the amount of \$7,787 and requires a 50% local match of \$7,787 which is provided for in the operating budget.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b><u>Fund 111: General Project-Special Revenue</u></b>			
<b><u>Bullet Proof Vest Project (NC1806)</u></b>			
<b><u>Revenues:</u></b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
111-0000-331-3800 U.S. Dept. of Justice	0	7,787	7,787
111-0000-391-0100 From General Fund	0	7,787	7,787
<b><i>Totals:</i></b>	<b>0</b>	<b>15,574</b>	<b>15,574</b>
<b><u>Expenditures:</u></b>			
111-3020-442-3020 Operating Supplies & Tools	0	15,574	15,574
<b><i>Totals:</i></b>	<b>0</b>	<b>15,574</b>	<b>15,574</b>
<b><u>Fund 110: General Fund</u></b>			
<b><u>Expenditures:</u></b>			
110-3030-443-3025 Safety Supplies	10,000	(7,787)	2,213
110-4804-481-7035 General Proj-Spec Rev	1,644,746	7,787	1,652,533
<b><i>Totals:</i></b>	<b>1,654,746</b>	<b>0</b>	<b>1,654,746</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

### Appropriate \$7,786.70 from the USDOJ/Office of Justice Programs, Bulletproof Vest Partnership Funding

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

Action Form No.: AF-278-2017  
 Work Session: November 6, 2017  
 First Reading: November 7, 2017

Final Adoption: November 21, 2017  
 Staff Work By: Capt. Randall Gore  
 Presentation By: Chief David Quillin

### Recommendation:


Approve the Budget Ordinance.

### Executive Summary:

On June 6, 2017 via AF-137-2017, the Board of Mayor and Aldermen approved the Mayor executing any and all documents necessary to apply for and receive a US Department of Justice Grant for funding of bulletproof vests. We have been notified that we were approved for \$7,786.70 in reimbursements for vest expenditures. A fifty percent match is required and the match is provided from the police department operating budget.

### Attachments:

1. Ordinance

Funding source appropriate and funds are available: 

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



## AGENDA ACTION FORM

### Agreement for Design and Construction Administration Services with Lose & Associates, Inc., for the Kingsport Aquatic Center Expansion and New Outdoor Pool Addition

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

Action Form No.: AF-283-2017  
 Work Session: November 20, 2017  
 First Reading: N/A

Final Adoption: November 21, 2017  
 Staff Work By: Sid Cox / Chris McCartt  
 Presentation By: Chris McCartt

#### **Recommendation:**

Approve the Resolution and agreement with Lose & Associates, Inc., in the amount of \$160,000, plus reimbursable expenses.

#### **Executive Summary:**

The City's CIP includes a proposed expansion and new outdoor pool addition to the Kingsport Aquatic Center. The design and construction administration services for this project were approved and included in the City's FY 2018 CIP budget. Funding for this phase of the project was approved through the sale of the City's General Obligation Bonds 2017 A issue, which closed earlier this year.

The terms of this agreement provide that, Lose & Associates, Inc. will provide design and construction administration services for the project in the base amount of \$160,000. The terms of the agreement also provide for reimbursable expenses, which are estimated and budgeted at \$10,000. A total of \$170,000 has been approved and budgeted in Project# AQ1800.

#### **Attachments:**

1. Resolution
2. Cover Letter from Lose & Associates, Inc.
3. Standard Form Agreement Between Owner and Architect
4. Attachment A – Hourly Rates
5. Attachment B – Proposed Scope of Services

Funding source appropriate and funds are available:

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

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

A RESOLUTION APPROVING AN AGREEMENT WITH LOSE & ASSOCIATES, INC. FOR THE KINGSPORT AQUATIC CENTER EXPANSION AND NEW POOL ADDITION AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the city would like to expand and construct a new outdoor pool addition for the Kingsport Aquatic Center; and

WHEREAS, Lose & Associates, Inc. designed and constructed the current center and pool areas; and

WHEREAS, the city would like to enter into an architectural agreement that will include design and construction administrative service with Lose & Associates, Inc. for the expansion and outdoor pool addition in the amount of \$160,000.00; and

WHEREAS, funds for this project are available in AQ1800.

Now therefore,

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

SECTION I. That an architectural agreement with Lose & Associates, Inc. for the Kingsport Aquatic Center expansion and outdoor pool addition, 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 Lose & Associates, Inc. for the Kingsport Aquatic Center expansion and outdoor pool addition and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution.

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

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

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

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

---

JOHN CLARK, MAYOR

ATTEST:

---

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

---

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

Member

American Society of  
Landscape Architects

American Institute of  
Architects

American Society of  
Civil Engineers

American Planning  
Association

November 3, 2017

Chris McCartt, Assistant to the City Manager  
225 West Center St.  
Kingsport, TN 37660

**Re: Proposal for Professional Services - REVISED  
Kingsport Aquatic Center – AQC Expansion and New Outdoor Pool  
Kingsport, TN**

Dear Chris:

Lose & Associates is pleased to submit this REVISED professional services proposal for Design and Construction Administration assistance for the facility expansion and proposed outdoor pool at the Kingsport Aquatic Center. Please review the attached scope and feel free to call me if we need to make any revisions.

If this proposal is acceptable, please provide your authorization on the space provided on the attached Agreement and return one signed copy to our office. Once the agreement is received, a fully executed contract will be forwarded for your files. We appreciate the opportunity to provide this proposal and look forward to working with you and your City once again on another project.

Sincerely,

**LOSE & ASSOCIATES, INC.**

A handwritten signature in blue ink, appearing to read 'M. Cramer', with a long horizontal flourish extending to the right.

Matthew Cramer, AIA, LEED AP  
Vice President

Attachments: Scope of Services  
Fee Schedule  
Proposal Agreement

# **AIA**® Document B101™ – 2007

## **Standard Form of Agreement Between Owner and Architect**

**AGREEMENT** made as of the 3 day of November in the year 2017  
*(In words, indicate day, month and year.)*

**BETWEEN** the Architect's client identified as the Owner:  
*(Name, legal status, address and other information)*

City of Kingsport  
225 West Center Street  
Kingsport, Tennessee 37660

and the Architect:  
*(Name, legal status, address and other information)*

Lose & Associates, Inc.  
2809 Foster Avenue  
Nashville, Tennessee, 37208  
615-242-0040

for the following Project:  
*(Name, location and detailed description)*

08205.8 Kingsport Aquatic Center, Expansion & Outdoor Pool  
Kingsport, TN  
Expansion of the existing building for new office space and exterior circulation; new outdoor pool with decking, fencing, retaining wall, signage, lighting and landscaping; new free-standing pump room, cooler and family restrooms.

The Owner and Architect agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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## EXHIBIT A INITIAL INFORMATION

### ARTICLE 1 INITIAL INFORMATION

**§ 1.1** This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

*(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)*

Exhibit A - Hourly Rate Schedule

Exhibit B - Proposed Scope of Services - for the Construction Documents phase of work

Exhibit C - The previous Programming and Schematic Design Package, dated 2/26/16

**§ 1.2** The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

- .1 Commencement of construction date:

September or October 2018

- .2 Substantial Completion date:

May 10, 2019

**§ 1.3** The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

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## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

Matthew Cramer, AIA, LEED AP  
Vice President  
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Nashville, TN 37210  
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Email -  
mcramer@loseassoc.com

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement and Professional Liability for a period of four (4) years after completion of the project.  
*(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)*

**.1 General Liability**

\$2,000,000 General Aggregate, \$1,000,000 each occurrence

**.2 Automobile Liability**

Bodily Injury - \$1,000,000 each occurrence, \$1,000,000 aggregate  
Property Damage - \$1,000,000 each occurrence

**.3 Workers' Compensation**

\$1,000,000

**.4 Professional Liability**

\$2,000,000

## ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, aquatic, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

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**§ 3.1.3** As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

**§ 3.1.4** The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

**§ 3.1.5** The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

**§ 3.1.6** The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

## **§ 3.2 SCHEMATIC DESIGN PHASE SERVICES**

**§ 3.2.1** The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

**§ 3.2.2** The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

**§ 3.2.3** The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

**§ 3.2.4** Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

**§ 3.2.5** Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

**§ 3.2.5.1** The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

**§ 3.2.5.2** The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

**§ 3.2.6** The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

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§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

*(Paragraphs Deleted)*

#### § 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

#### § 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

##### § 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

##### § 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

1. procuring the reproduction of Bidding Documents for distribution to prospective bidders;
2. distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
3. organizing and conducting a pre-bid conference for prospective bidders;
4. preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
5. organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

*(Paragraphs Deleted)*



## **§ 3.6 CONSTRUCTION PHASE SERVICES**

### **§ 3.6.1 GENERAL**

**§ 3.6.1.1** The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

**§ 3.6.1.2** The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

**§ 3.6.1.3** Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

### **§ 3.6.2 EVALUATIONS OF THE WORK**

**§ 3.6.2.1** The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

**§ 3.6.2.2** The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

**§ 3.6.2.3** The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 3.6.2.4** Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

**§ 3.6.2.5** Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

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### **§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR**

**§ 3.6.3.1** The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

**§ 3.6.3.2** The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

**§ 3.6.3.3** The Architect shall maintain a record of the Applications and Certificates for Payment.

### **§ 3.6.4 SUBMITTALS**

**§ 3.6.4.1** The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

**§ 3.6.4.2** In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 3.6.4.3** If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

**§ 3.6.4.4** Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

**§ 3.6.4.5** The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

### § 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

### § 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

## ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. *(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)*

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming (B202™–2009)	Architect	
§ 4.1.2 Multiple preliminary designs	Not Provided	
§ 4.1.3 Measured drawings	Architect	
§ 4.1.4 Existing facilities surveys	Architect	
§ 4.1.5 Site Evaluation and Planning (B203™–2007)	Architect	
§ 4.1.6 Building Information Modeling (E202™–2008)	Architect	
§ 4.1.7 Civil engineering	Architect	
§ 4.1.8 Landscape design	Architect	
§ 4.1.9 Architectural Interior Design (B252™–2007)	Architect	
§ 4.1.10 Value Analysis (B204™–2007)	Architect	

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§ 4.1.11	Detailed cost estimating	Not Provided	
§ 4.1.12	On-site Project Representation (B207™-2008)	Owner	
§ 4.1.13	Conformed construction documents	Not Provided	
§ 4.1.14	As-Designed Record drawings	Not Provided	
§ 4.1.15	As-Constructed Record drawings	Not Provided	
§ 4.1.16	Post occupancy evaluation	Not Provided	
§ 4.1.17	Facility Support Services (B210™-2007)	Owner	
§ 4.1.18	Tenant-related services	Not Provided	
§ 4.1.19	Coordination of Owner's consultants	Owner	
§ 4.1.20	Telecommunications/data design	Owner	
§ 4.1.21	Security Evaluation and Planning (B206™-2007)	Owner	
§ 4.1.22	Commissioning (B211™-2007)	Owner	
§ 4.1.23	Extensive environmentally responsible design	Owner	
§ 4.1.24	LEED® Certification (B214™-2012)	Owner	
§ 4.1.25	Fast-track design services	Not Applicable	
§ 4.1.26	Historic Preservation (B205™-2007)	Not Applicable	
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™-2007)	Owner	
4.1.28	Enhanced computer modeling, imaging, rendering, animation	Not Applicable	
4.1.29	Geotechnical investigation	Owner	
4.1.30	Surveyor	Owner	

**§ 4.2** Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

Refer to Exhibit A

**§ 4.3** Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

**§ 4.3.1** Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- 1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- 2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- 3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- 4

(Paragraph Deleted)

Preparation for

(Paragraph Deleted)

and attendance at a disputed resolution proceeding or legal proceeding, except where the Architect is party thereto.

(Paragraph Deleted)

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- .5 Consultation concerning Replacement of Work resulting from fire or other cause during construction.
- .6 Assistance to the Initial Decision Maker, if other than the Architect

**§ 4.3.2** To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

**§ 4.3.3** The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Five ( 5 ) visits to the site by the Architect over the duration of the Project during construction
- .3 One ( 1 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One ( 1 ) inspections for any portion of the Work to determine final completion

**§ 4.3.4** If the services covered by this Agreement have not been completed within Twenty ( 20 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## **ARTICLE 5 OWNER'S RESPONSIBILITIES**

*(Paragraph Deleted)*

**§ 5.2** The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

**§ 5.3** The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

**§ 5.4** The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner

requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

**§ 6.4** If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

**§ 6.5** If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

**§ 6.6** If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

**§ 6.7** If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## **ARTICLE 7 COPYRIGHTS AND LICENSES**

**§ 7.1** The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

**§ 7.2** The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

**§ 7.3** Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

**§ 7.3.1** In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

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§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

### § 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:  
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

☒ [ X ] Arbitration pursuant to Section 8.3 of this Agreement

☐ [ ] Litigation in a court of competent jurisdiction

☐ [ ] Other (Specify)

### § 8.3 ARBITRATION

**§ 8.3.1** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

**§ 8.3.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

**§ 8.3.2** The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

**§ 8.3.3** The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

### § 8.3.4 CONSOLIDATION OR JOINDER

**§ 8.3.4.1** Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

**§ 8.3.4.2** Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

**§ 8.3.4.3** The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

## ARTICLE 9 TERMINATION OR SUSPENSION

**§ 9.1** If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.2** If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.3** If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

**§ 9.4** Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

**§ 9.5** The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

**§ 9.6** In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

**§ 9.7** Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

**§ 9.8** The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

#### **ARTICLE 10 MISCELLANEOUS PROVISIONS**

**§ 10.1** This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

**§ 10.2** Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

**§ 10.3** The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

**§ 10.4** If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

**§ 10.5** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

**§ 10.6** Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

**§ 10.7** The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

**§ 10.8** If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it



to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

## ARTICLE 11 COMPENSATION

**§ 11.1** For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

\$160,000.00, One Hundred Sixty Thousand Dollars and zero cents

**§ 11.2** For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

See Attachments A & B

**§ 11.3** For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation.)*

See Attachments A & B

**§ 11.4** Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent ( 10 %), or as otherwise stated below:

**§ 11.5** Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Thirty	percent (	30	%)
Construction Documents Phase	Fourty	percent (	40	%)
Bidding or Negotiation Phase	Ten	percent (	10	%)
Construction Phase	Twenty	percent (	20	%)
Total Basic Compensation	one hundred	percent (	100	%)

**§ 11.6** When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

**§ 11.7** The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

See Attachment A

Employee or Category	Rate
See Attachment A	

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## § 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent ( 10 %) of the expenses incurred.

## § 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

There will be no Licensing Fee for this project.

## § 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of Zero ( \$ 0.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty ( 30 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.  
(Insert rate of monthly or annual interest agreed upon.)

Three % 3

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

## ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

A. In the event any claim, dispute or other such matters arise between Owner and Architect relating to any obligation undertaken in the Agreement, the Owner and Architect will attempt to resolve such by first engaging in good faith negotiation between said parties as soon as possible after the matter arises. If negotiations are not

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successful, Owner and Architect will proceed to mediation procedure outlined in Article 8, 8.2, and Article 12, Special Conditions.

#### ARTICLE 13 SCOPE OF THE AGREEMENT

**§ 13.1** This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

**§ 13.2** This Agreement is comprised of the following documents listed below:

- 1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- 2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:
- 3 Other documents:  
*(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)*

Attachment A, Hourly Rates

Attachment B, Project Scope

Attachment C, Schematic Package Documents

This Agreement entered into as of the day and year first written above.

**OWNER**

**ARCHITECT**

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

Chris Camp, President

\_\_\_\_\_  
*(Printed name and title)*

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# Additions and Deletions Report for AIA® Document B101™ – 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:42:49 on 11/03/2017.

## PAGE 1

**AGREEMENT** made as of the 3 day of November in the year 2017

...

City of Kingsport  
225 West Center Street  
Kingsport, Tennessee 37660

...

Lose & Associates, Inc.  
2809 Foster Avenue  
Nashville, Tennessee, 37208  
615-242-0040

...

08205.8 Kingsport Aquatic Center, Expansion & Outdoor Pool  
Kingsport, TN  
Expansion of the existing building for new office space and exterior circulation; new outdoor pool with decking,  
fencing, retaining wall, signage, lighting and landscaping; new free-standing pump room, cooler and family  
restrooms.

## PAGE 2

Exhibit A - Hourly Rate Schedule  
Exhibit B - Proposed Scope of Services - for the Construction Documents phase of work  
Exhibit C - The previous Programming and Schematic Design Package, dated 2/26/16

...

September or October 2018

...

May 10, 2019

## PAGE 3

Matthew Cramer, AIA, LEED AP

...

Vice President

...

Lose & Associates, Inc.

...

2809 Foster Ave

...

Nashville, TN 37210

...

Phone: 615-242-0040

...

Email -

...

[jmcramer@loseassoc.com](mailto:jmcramer@loseassoc.com)

...

**§ 2.4** Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

...

**§ 2.5** The Architect shall maintain the following insurance for the duration of this Agreement. ~~If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost.~~ Agreement and Professional Liability for a period of four (4) years after completion of the project.

...

\$2,000,000 General Aggregate, \$1,000,000 each occurrence

...

Bodily Injury - \$1,000,000 each occurrence, \$1,000,000 aggregate

...

Property Damage - \$1,000,000 each occurrence



\$1,000,000

...

\$2,000,000

...

**§ 3.1** The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, aquatic, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

## PAGE 5

### **§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES**

...

~~**§ 3.3.1** Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.~~

...

~~**§ 3.3.2** The Architect shall update the estimate of the Cost of the Work.~~

...

~~**§ 3.3.3** The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.~~

...

### **§ 3.5.3 NEGOTIATED PROPOSALS**

...

~~**§ 3.5.3.1** Proposal Documents shall consist of proposal requirements and proposed Contract Documents.~~

...

~~**§ 3.5.3.2** The Architect shall assist the Owner in obtaining proposals by~~

...

- ~~1. procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;~~

...  
~~2 organizing and participating in selection interviews with prospective contractors; and~~  
 ...

~~3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.~~  
 ...

~~§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.~~

PAGE 9

<u><b>Additional Services</b></u>	<u><b>Responsibility</b></u> <i>(Architect, Owner or Not Provided)</i>	<u><b>Location of Service Description</b></u> <i>(Section 4.2 below or in an exhibit attached to this document and identified below)</i>
<u>§ 4.1.1 Programming (B202™-2009)</u>	<u>Architect</u>	
<u>§ 4.1.2 Multiple preliminary designs</u>	<u>Not Provided</u>	
<u>§ 4.1.3 Measured drawings</u>	<u>Architect</u>	
<u>§ 4.1.4 Existing facilities surveys</u>	<u>Architect</u>	
<u>§ 4.1.5 Site Evaluation and Planning (B203™-2007)</u>	<u>Architect</u>	
<u>§ 4.1.6 Building Information Modeling (E202™-2008)</u>	<u>Architect</u>	
<u>§ 4.1.7 Civil engineering</u>	<u>Architect</u>	
<u>§ 4.1.8 Landscape design</u>	<u>Architect</u>	
<u>§ 4.1.9 Architectural Interior Design (B252™-2007)</u>	<u>Architect</u>	
<u>§ 4.1.10 Value Analysis (B204™-2007)</u>	<u>Architect</u>	
<u>§ 4.1.11 Detailed cost estimating</u>	<u>Not Provided</u>	
<u>§ 4.1.12 On-site Project Representation (B207™-2008)</u>	<u>Owner</u>	
<u>§ 4.1.13 Conformed construction documents</u>	<u>Not Provided</u>	
<u>§ 4.1.14 As-Designed Record drawings</u>	<u>Not Provided</u>	
<u>§ 4.1.15 As-Constructed Record drawings</u>	<u>Not Provided</u>	
<u>§ 4.1.16 Post occupancy evaluation</u>	<u>Not Provided</u>	
<u>§ 4.1.17 Facility Support Services (B210™-2007)</u>	<u>Owner</u>	
<u>§ 4.1.18 Tenant-related services</u>	<u>Not Provided</u>	
<u>§ 4.1.19 Coordination of Owner's consultants</u>	<u>Owner</u>	
<u>§ 4.1.20 Telecommunications/data design</u>	<u>Owner</u>	
<u>§ 4.1.21 Security Evaluation and Planning (B206™-2007)</u>	<u>Owner</u>	
<u>§ 4.1.22 Commissioning (B211™-2007)</u>	<u>Owner</u>	
<u>§ 4.1.23 Extensive environmentally responsible design</u>	<u>Owner</u>	
<u>§ 4.1.24 LEED® Certification (B214™-2012)</u>	<u>Owner</u>	
<u>§ 4.1.25 Fast-track design services</u>	<u>Not Applicable</u>	
<u>§ 4.1.26 Historic Preservation (B205™-2007)</u>	<u>Not Applicable</u>	
<u>§ 4.1.27 Furniture, Furnishings, and Equipment Design (B253™-2007)</u>	<u>Owner</u>	



4.1.28	Enhanced computer modeling, imaging, rendering, animation	Not Applicable
4.1.29	Geotechnical investigation	Owner
4.1.30	Surveyor	Owner

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
<del>§ 4.1.1 Programming (B202™ 2009)</del>		
<del>§ 4.1.2 Multiple preliminary designs</del>		
<del>§ 4.1.3 Measured drawings</del>		
<del>§ 4.1.4 Existing facilities surveys</del>		
<del>§ 4.1.5 Site Evaluation and Planning (B203™ 2007)</del>		
<del>§ 4.1.6 Building Information Modeling (E202™ 2008)</del>		
<del>§ 4.1.7 Civil engineering</del>		
<del>§ 4.1.8 Landscape design</del>		
<del>§ 4.1.9 Architectural Interior Design (B252™ 2007)</del>		
<del>§ 4.1.10 Value Analysis (B204™ 2007)</del>		
<del>§ 4.1.11 Detailed cost estimating</del>		
<del>§ 4.1.12 On-site Project Representation (B207™ 2008)</del>		
<del>§ 4.1.13 Conformed construction documents</del>		
<del>§ 4.1.14 As-Designed Record drawings</del>		
<del>§ 4.1.15 As-Constructed Record drawings</del>		
<del>§ 4.1.16 Post occupancy evaluation</del>		
<del>§ 4.1.17 Facility Support Services (B210™ 2007)</del>		
<del>§ 4.1.18 Tenant-related services</del>		
<del>§ 4.1.19 Coordination of Owner's consultants</del>		
<del>§ 4.1.20 Telecommunications/data design</del>		
<del>§ 4.1.21 Security Evaluation and Planning (B206™ 2007)</del>		
<del>§ 4.1.22 Commissioning (B211™ 2007)</del>		
<del>§ 4.1.23 Extensive environmentally responsible design</del>		
<del>§ 4.1.24 LEED® Certification (B214™ 2012)</del>		
<del>§ 4.1.25 Fast-track design services</del>		
<del>§ 4.1.26 Historic Preservation (B205™ 2007)</del>		
<del>§ 4.1.27 Furniture, Furnishings, and Equipment Design (B253™ 2007)</del>		

...

Refer to Exhibit A

...

- ~~4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;~~

...

- ~~5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;~~



...  
~~.6—Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;~~

...  
~~.7—Preparation for, and attendance at, a public presentation, meeting or hearing;~~

...  
~~.8—Preparation for, and attendance at a dispute-disputed resolution proceeding or legal proceeding, except where the Architect is party thereto;thereto.~~

...  
~~.9—Evaluation of the qualifications of bidders or persons providing proposals;~~

PAGE 10

~~.10—Consultation concerning replacement.~~ .5—Consultation concerning Replacement of Work resulting from fire or other cause during construction; or construction.

...  
~~.11—~~ .6— Assistance to the Initial Decision Maker, if other than the ~~Architect~~ Architect

...  
.1—Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor

...  
.2—Five ( 5 ) visits to the site by the Architect over the duration of the Project during construction

...  
.3—One ( 1 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

...  
.4—One ( 1 ) inspections for any portion of the Work to determine final completion

...  
**§ 4.3.4** If the services covered by this Agreement have not been completed within Twenty ( 20 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

...  
**§ 5.1** ~~Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request~~

from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

PAGE 13

☒ Arbitration pursuant to Section 8.3 of this Agreement

PAGE 16

\$160,000.00, One Hundred Sixty Thousand Dollars and zero cents.

...

See Attachments A & B

...

See Attachments A & B

...

**§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent ( 10 %), or as otherwise stated below:**

...

<u>Schematic Design Phase</u>	<u>Thirty</u>	<u>percent (</u>	<u>30</u>	<u>%)</u>
<u>Construction</u>	<u>Fourty</u>	<u>percent (</u>	<u>40</u>	<u>%)</u>
<u>Documents Phase</u>				
<u>Bidding or Negotiation Phase</u>	<u>Ten</u>	<u>percent (</u>	<u>10</u>	<u>%)</u>
<u>Construction Phase</u>	<u>Twenty</u>	<u>percent (</u>	<u>20</u>	<u>%)</u>
<hr/>				
<u>Total Basic Compensation</u>	<u>one hundred</u>	<u>percent (</u>	<u>100</u>	<u>%)</u>
<hr/>				
<u>Schematic Design Phase</u>		<u>percent (</u>		<u>%)</u>
<u>Design Development Phase</u>		<u>percent (</u>		<u>%)</u>
<u>Construction</u>		<u>percent (</u>		<u>%)</u>
<u>Documents Phase</u>				
<u>Bidding or Negotiation Phase</u>		<u>percent (</u>		<u>%)</u>
<u>Construction Phase</u>		<u>percent (</u>		<u>%)</u>
<hr/>				
<u>Total Basic Compensation</u>	<u>one hundred</u>	<u>percent (</u>	<u>100</u>	<u>%)</u>

...

See Attachment A

...

See Attachment A

PAGE 17

**§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent ( 10 %) of the expenses incurred.**

...

There will be no Licensing Fee for this project.

...

**§ 11.10.1** An initial payment of Zero (\$ 0.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

...

**§ 11.10.2** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty ( 30 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

Three % 3

**PAGE 18**

A. In the event any claim, dispute or other such matters arise between Owner and Architect relating to any obligation undertaken in the Agreement, the Owner and Architect will attempt to resolve such by first engaging in good faith negotiation between said parties as soon as possible after the matter arises. If negotiations are not successful, Owner and Architect will proceed to mediation procedure outlined in Article 8, 8.2, and Article 12, Special Conditions.

...

Attachment A. Hourly Rates

...

Attachment B. Project Scope

...

Attachment C. Schematic Package Documents

...

Chris Camp, President

## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:42:49 on 11/03/2017 under Order No. 2400432420 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ - 2007, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

---

*(Signed)*

---

*(Title)*

---

*(Dated)*

## ATTACHMENT A - Hourly Rates

### LOSE & ASSOCIATES, INC.

HOURLY RATE SCHEDULE (for use with all hourly agreements and for Additional Services)

#### Professional Services Hourly Rate

Senior Principal/President.....	\$240.00
Senior Vice President .....	\$220.00
Vice President .....	\$200.00
Division Director I, President Emeritus.....	\$185.00
Division Director II.....	\$160.00
Sr. Environmental Biologist.....	\$125.00
Senior Landscape Architect, Architect, Engineer, and Planner .....	\$140.00
Certified Park & Recreation Specialist, Engineer Specialist, Project Coordinator.....	\$110.00
L A I, Architect I, Engineer I, Project Manager I .....	\$115.00
LA II, Architect II, Engineer II, Project Manager II .....	\$110.00
Land Planner I, Intern Architect I, Engineer in Training I BIM Specialist, GIS Specialist I, Assistant Graphic Designer I .....	\$95.00
Land Planner II, Intern Architect II, Engineer in Training II GIS Specialist II, Assistant Graphic Designer II.....	\$90.00
Technician I .....	\$80.00
Technician II .....	\$75.00
Marketing Director .....	\$70.00
Assistant Accounts Manager, Administrative Assistant I .....	\$60.00
Administrative Assistant II.....	\$35.00

#### Reimbursable Expenses

Consultants' Services	cost + 10%
Prints	cost + 10%
Long Distance Telephone Charges	cost + 10%
Postage and Shipping	cost + 10%
Mileage and Travel Expenses	cost + 10%
Copies	cost + 10%

January 1, 2017

NOTE: All the above-stated fees and expenses are to be billed monthly, and the invoices are due and payable upon receipt. Other reimbursable expenses not shown hereon will be invoiced at our cost plus 10%. These rates are current until January 1, 2018, at which time they may be adjusted by the Design Professional.

## **ATTACHMENT B**

### **PROPOSED SCOPE OF SERVICES KINGSPORT AQUATIC CENTER – OUTDOOR POOL FOR THE CITY OF KINGSPORT, TN**

#### **1.0 MASTERPLANNING DESIGN SERVICES AND SCOPING UNDERSTANDING**

1. We understand that this project consists of providing professional design services for new and expansion work to be performed at the Kingsport Aquatic Center. At this time, the scoping is limited to include the following material:
  - a. New outdoor pool with lap lanes and leisure component, skimmer water return, ADA access via lift, associated pool decking and area lighting, perimeter retaining wall and fencing.
  - b. New free-standing building for the outdoor pool pump room, enclosed freezer for concessions use, family restroom planning and shell space, utility connection to main facility for pool and future family restroom facilities.
  - c. Expansion of the existing aquatic center to provide new office space for aquatic staff.
  - d. Possible enclosure of the outdoor covered walkway for additional natatorium space use and circulation.
  - e. It is understood that at this time, a final project construction budget will be determined and set by the selected project options as set forth in the Opinion of Probable Cost. The intended project construction budget will have a working budget of \$2,000,000.

#### **2.0 SCHEMATIC DESIGN**

1. We will conduct one (1) project kick-off meeting with yourself, appropriate City staff, the Aquatic engineer, MPE and structural engineering team members. The purpose of this meeting will be to review and address the following:
  - a. Pool design configuration options which would appropriate address the project scoping intent.
  - b. Verify significant pool features such as:
    - i. shell construction and finishes, theming
    - ii. access to, into and around the pool,
    - iii. desired occupancy capacity,
    - iv. programming flexibility and functionality requirements
    - v. potential interactive pool play features
    - vi. landscaping, facility signage and site modifications
  - c. Underground pool utility routing and tie-in options.
  - d. Pump room design and location options.
  - e. Possible expansion options for the remote entry building – concessions, pump house, covered seating, etc.
  - f. Review and verify existing utility routing from the main facility to the new site features and amenities.

- g. Review and verification of existing pool equipment, mechanical elements, chemical systems, operations, finishes, etc.
  - h. Identification of deliverables and associated timelines.
2. Schematic design scope includes the following –
    - a. Schematic plan design options for new construction.
      - i. Coordinate architecture, site/civil and aquatic designs.
      - ii. Provide plans and schematic building elevation revisions as needed to convey design intent.
      - iii. Provide the City with copies of the design proposals for review and comment. This includes plans, elevations and design intent visioning images
      - iv. Incorporate owner comments for a single and final plan development package.
      - v. Coordinate comments and scoping adjustments with consultants.
    - b. Opinion of Probable Cost (OPC)–
      - ii. Provide an initial OPC which addresses the initial project feature elements which provide a viable project within the stipulated project budget.
  3. We will provide the applicable and schematic level construction, life safety and ADA code review. This includes coordination with local and State agencies and departments as necessary.
  4. A presentation meeting will be held with the City team, to review the project status, anticipated OPC standing and project scheduling. Approval of this material will initiate the start of the Construction Document Phase of work.
  5. At this time, a SWPPP, a full site photometric study, stormwater detention pond, parking lot improvements or other site-related permitting or enhancements are not anticipated to be part of the project. If they are deemed necessary by governing agencies, then these will be considered additional services.

### **3.0 CONSTRUCTION DOCUMENTS – 50% Phase**

1. We will incorporate review comments from the previous phase review meeting into the base sheet documents and coordinate with other team members.
2. Included work will progress all site, decking, utility, aquatic and architectural design work.
3. Equipment and general furnishings selection, project finishes and specification manual (front-end and technical sections), will be developed. Coordination with the City Procurement Department will take place to coordinate front end procurement, contract and bidding information.
4. The OPC and project schedule will be updated. Should the project not be considered within acceptable cost tolerances, then Lose will identify potential cost-saving measures to help reduce elevated project costs. Lose will provide a written notice of this concern or observation once identified and will work with the City to an acceptable approach for how to proceed.
5. A presentation meeting will be held with the City team, to review the project status, anticipated OPC standing and project scheduling. Approval of this material will initiate the start of the Construction Document Phase of work.



#### **4.0 CONSTRUCTION DOCUMENTS – 90% Phase**

1. We will incorporate review comments from the previous phase review meeting into the base sheet documents and coordinate with other team members.
2. Included work will move towards the completion of all site, decking, utility, aquatic and architectural design work.
3. Equipment selection, project finishes and specification manual (front-end and technical sections), will be completed and provided to the City for review. Coordination with the City Procurement Department will take place to finalize front end procurement, contract and bidding dates and information.
4. The OPC and project schedule will be updated.
5. A presentation meeting will be held with the City team, to review the project status, anticipated OPC standing and project scheduling. Approval of this material will initiate the start of the Construction Document Phase of work.

#### **5.0 CONSTRUCTION DOCUMENTS – 100% Phase**

1. We will incorporate review comments from the previous phase review meeting into the base sheet documents and coordinate with other team members.
2. The drawings package and specifications manual will be completed, stamped by design members and submitted to the local Codes Department for permitting review and comments. Received comments from this department will be addressed and incorporated into the Bid Document package.

#### **6.0 BIDDING**

1. Lose will provide the City Procurement Department with information that can be used for an advertisement for Bid in local papers and on-line plan rooms.
2. Lose will hold and conduct a Pre-Bid meeting, likely at the Aquatic Center. A review of the project scoping and the facility grounds will take place.
  - i. We will receive and respond to any questions regarding the project and issue Addenda.
3. Lose will attend and conduct the Bid Opening, with the City. We will evaluate the received bid, provide a tabulation and a Letter of Recommendation to the City. It is anticipated that the City will present the project to the Board or Mayor and Alderman for approval.
4. Lose will assist the City with Construction Contract development, which is anticipated to be an AIA-A101 format.

#### **7.0 CONSTRUCTION ADMINISTRATION**

1. We will provide standard Construction Administration services during the course of the project construction period. This includes the following services –
  - i. Attend and hold the Pre-Construction meeting with the selected general contractor and pool sub-consultant. (1) meeting is anticipated.
  - ii. Attending monthly project site meetings. It is anticipated that there will be a (6) month construction period.
  - iii. Reviewing contractor project submittals, shop drawings, applications for payment, change order requests, requests for information, etc.

- iv. Performing site review and providing observation reports and project site meeting minutes. (4) project meetings are anticipated.
- v. Lose will provide (1) punch list review at the end of the construction period. A list of outstanding or incomplete work will be provided to the general contractor for resolution. A Letter of Substantial Completion will be provided.
- vi. Lose will provide (1) follow up punch list review of outstanding work.
- vii. Lose will provide a 1 yr review of the project at 11 months after Substantial Completion is established. Any warranty issues will be identified for the general contractor to resolve or complete.

## **8.0 DELIVERABLES**

- 1. 1 copy of updated drawing package, schedule and OPC will be provided to the City for Staff review at milestone dates.
- 2. 1 copy of the final Opinion of Probable Cost will be provided to City Staff.
- 3. 1 copy of the final Design Plan rendering will be provided to City Staff. Enhanced modeling or imaging for presentations will be provided at additional cost.
- 4. PDF copies of the drawing documents can be provided to staff as requested and will be provided to bidders and on-line plan rooms for review and distribution during the bidding phase.

## **9.0 EXCLUSIONS**

- 1. Professional Services other than those listed in the above Scope of Services.
- 2. Additional Independent Project Pricing of this set shall be a reimbursable expense.
- 3. Enhanced Computer modeling, animation and renderings.
- 4. Attending Board of mayor and Alderman, neighborhood or other community-based meetings other than those listed in Scope of Services.
- 5. Pursuit of LEED or other similar sustainable project accreditation.
- 6. Surveyor, geotechnical and material testing costs.

## **10.0 CLIENT RESPONSIBILITIES**

- 1. General Conditions of this Agreement.
- 2. Provide access to the site for review of existing conditions.
- 3. Provide copies of the existing building and pool drawings modifications, if available.
- 4. Payment of all fees and permits.



## AGENDA ACTION FORM

### Awarding the Bid for the Purchase of Three (3) Single Axle Dump Trucks

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

Action Form No.: AF-285-2017  
 Work Session: November 20, 2017  
 First Reading: N/A

Final Adoption: November 21, 2017  
 Staff Work By: Committee  
 Presentation By: R. McReynolds, S. Hightower

#### Recommendation:

Approve the Resolution.

#### Executive Summary:

Bids were opened on September 28, 2017 for the purchase of three Single Axle Dump Trucks for use by Water Maintenance & Streets and Sanitation Departments. The advertisement for the Invitation to Bid was published in the Kingsport Times News on September 17, 2017 and placed on our website for 12 calendar days. It is the recommendation of the committee to accept the low compliant bid from Goodpasture Motor Co, Inc. for three (3) 2018 International 4400 w/ Rogers Body as follows:

	\$278,985.00	Price for three Units
	\$30,750.00	Option A (Snow Plow)
	\$7,600.00	Trade-In allowance Adjustment for DOT Compliance & Dump Body Cleaning
Less	\$20,000.00	Trade-In allowance for Equipment #1749
Less	\$20,000.00	Trade-In allowance for Equipment #1750
Less	<u>\$8,000.00</u>	Trade-In allowance for Equipment #1444
	\$269,335.00	Total Purchase Price

These are Fleet Replacements.

Funding is identified in Account # 51150085019010.

#### Attachments:

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

Funding source appropriate and funds are available:

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

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

A RESOLUTION AWARDDING THE BID FOR THE PURCHASE OF THREE SINGLE AXLE DUMP TRUCKS TO GOODPASTURE MOTOR COMPANY, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

WHEREAS, bids were opened September 28, 2017, for the purchase of three (3) single axle dump trucks for the use at the water maintenance and Streets and Sanitation Departments; and

WHEREAS, the city will receive \$20,000.00 for a trade-in allowance for vehicle #1749, a trade-in allowance of \$20,000.00 for vehicle #1750 and a trade-in allowance of \$8,000.00 for vehicle #1444, as well as a \$7,600.00 trade-in adjustment for Department of Transportation compliance and dump body cleaning; and

WHEREAS, upon review of the bids, the board finds Goodpasture Motor Company, Inc. is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to purchase three (3) 2018 International 4400 w/ Rogers Body single axle dump trucks with the optional snow plow attachments from Goodpasture Motor Company, Inc., at a total purchase cost of \$269,335.00, which includes the deduction of the \$48,000.00 trade-in allowances, less the cost of \$7,600.00 for the cleaning required of the vehicles to comply with United States Department of Transportation requirements; and

WHEREAS, funding is identified in account #51150085019010.

Now therefore,

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

SECTION I. That the bid for the purchase of three (3) 2018 International 4400 w/ Rogers Body single axle dump trucks with the optional snow plow attachments at a total purchase cost of \$269,335.00, which includes the deduction of the \$48,000.00 trade-in allowances less the cost of the Department of Transportation compliance cleaning in the amount of \$7,600.00, is awarded to Goodpasture Motor Company, 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 21st day of November, 2017.

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

ATTEST:

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

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

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MINUTES  
BID OPENING  
September 28, 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:

SINGLE AXLE DUMP TRUCKS								
Vendor:	Qty.:	Unit Cost:	Option A:	Trade-In #1749	Trade-In #1750	Trade-In #1444	Delivery Time:	Make/Model:
Triad Freightliner of TN	3	\$ 93,337.00	\$10,250.00	\$15,000.00	\$15,000.00	\$5,000.00	120-150 Days	2018/19 Freightliner M2106 with Rogers Body
Triad Freightliner of TN	3	\$ 91,637.00	\$12,500.00	\$15,000.00	\$15,000.00	\$5,000.00	120-150 Days	2018/19 Freightliner M2106 with Reynolds Body
Goodpasture Motor Co.	3	\$ 95,365.00	\$ 7,395.00	\$20,000.00	\$20,000.00	\$8,000.00	240-280 Days	2018/19 International 4400SBA with Godwin Body
Goodpasture Motor Co.	3	\$ 92,995.00	\$10,250.00	\$20,000.00	\$20,000.00	\$8,000.00	90-130 Days	2018/19 International 4400SBA with Rogers Body
Worldwide Equipment	3	\$ 97,273.00	\$10,250.00	\$15,000.00	\$15,000.00	\$8,500.00	75-85 Days	2018 Kenworth T370 with Rogers Body
Worldwide Equipment	3	\$ 95,573.00	\$12,500.00	\$15,000.00	\$15,000.00	\$8,500.00	75-90 Days	2018 Kenworth T370 with Reynolds Body
MHC Kenworth-Knox.	3	\$ 75,750.00 \$ 19,350.00	\$10,250.00	\$14,000.00	\$15,000.00	\$5,000.00	160 Days	Kenworth T370
The Pete Store, LLC	3	\$104,739.00	\$12,750.00	\$ 7,500.00	\$7,500.00	\$5,000.00	100 Days	2018 Peterbilt Model 348 with Rogers Body
The Pete Store, LLC	3	\$120,389.00	\$12,396.00	\$ 7,500.00	\$7,500.00	\$5,000.00	160 Days	2018 Peterbilt Model 348 with Godwin Body

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:** Chad Austin, Water/Wastewater Manager  
Greg Willis, Street Supervisor  
Steve Hightower, Fleet Manager  
**Date:** November 3, 2017  
**Re:** Dump Truck – Single Axle - Purchase Recommendation

---

This will confirm our review and recommendation to purchase the compliant bid of the following vendor for use by the Water/Wastewater System and Streets and Sanitation.

We are also requesting Option A: Snow Plow be accepted and included. We further recommend accepting the trade in offering for units #1444, #1749 and #1750.

<u>Item</u>	<u>Quantity</u>	<u>Description</u>	<u>Award to Vendor</u>	<u>Fuel Economy</u>
1	3	2018 International 4400 Rodgers Body	Goodpasture Motor Co.	7 City/ 8 Hwy

**Low Compliant Bidder**

The bidder was compliant in all major aspects of the minimum specification requirements for the Single Axle Dump Truck(s) specified, which includes a Reynolds dump body.

These units will be a Fleet Replacements.

Delivery and Compliance to Specifications expectations have been added to insure prompt delivery of any vehicle or piece of equipment purchased by the City of Kingsport. Failure of the awarded vendor to deliver on time or correct pre acceptance inspection deficiencies within the allotted time results in a monetary penalty assessed on a daily basis. This process will insure the departments receive their replacement units in a timely manner. Specified time allotted for delivery is 90 -130 days after notification with 15 days to correct inspection deficiencies after delivery inspection and a \$50 dollar a day penalty assessed for non-compliance.

The bid offerings were reviewed with the Water/Wastewater Manager, Chad Austin and Streets Supervisor, Greg Willis, who are agreement with this recommendation. A confirming emails of agreement are attached.

**Fuel Economy Improvement**

00%

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

### **Trade In(s)**

1. Trade in(s):
  - a. 1444 - 2001 International Dump Truck – Age: 16 Years – 5.6 MPG - Trade Offering: \$8,000
  - b. 1749 - 2007 International Dump Truck – Age: 10 Years – 5.5 MPG - Trade Offering: \$20,000
  - c. 1750 - 2007 International Dump Truck – Age: 10 Years – 5.6 MPG - Trade Offering: \$20,000

### **Origin/ Dealer Information**

1. New Unit(s) Chassis Origin of Manufacture:
  - a. Chassis – Springfield, Ohio
    - i. 72.3 % Domestic/ 27.7 % Foreign Materials
2. Dump Body Manufacturer:
  - a. Body – Reynolds - Nashville, TN
    - i. 98 % Domestic/ 2 % Foreign Materials
3. New Unit(s) Chassis Dealer:
  - a. Chassis – Goodpasture Motors Co. – Bristol, VA.
4. New Unit(s) Body Dealer:
  - a. Body – Reynolds – Allen, Kentucky

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

Thank you.



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

**From:** Willis, Greg  
**Sent:** Wednesday, November 01, 2017 9:45 AM  
**To:** Hightower, Steve <SteveHightower@KingsportTN.gov>  
**Subject:** 1444 recommendation

Steve,

I have reviewed the bids for 1444 replacement and I am recommending the Goodpasture international 4400 SBA /W Rogers body.

**From:** Austin, Chad  
**Sent:** Friday, November 03, 2017 3:43 PM  
**To:** Hightower, Steve <SteveHightower@KingsportTN.gov>  
**Subject:** Dump Truck bids

As we discussed in our meeting on Monday, the low bid from Goodpasture meets our requirements and the specifications.

Thanks

Chad Austin, PE  
City of Kingsport, TN  
Water Services Division  
423-229-9454



## AGENDA ACTION FORM

### Awarding the Bid for the Purchase of One (1) 4X2 Backhoe

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

Action Form No.: AF-286-2017  
 Work Session: November 20, 2017  
 First Reading: N/A

Final Adoption: November 21, 2017  
 Staff Work By: Committee  
 Presentation By: R, McReynolds, S. Hightower

### Recommendation:

Approve the Resolution.

### Executive Summary:

Bids were opened on October 25, 2017 for the purchase of one 4X2 Backhoe for use by the Grounds Maintenance Department. The advertisement for the Invitation to Bid was published in the Kingsport Times News on October 8, 2017 and placed on our website for 18 calendar days. It is the recommendation of the committee to accept the low compliant bid from Meade Equipment for one (1) 2017 John Deere 310 SL as follows:

	\$69,005.62	Unit Price
Less	\$6,000.00	Trade-In Allowance Equipment # 1523
	\$63,005.62	Total Purchase Price

These are Fleet Replacements.

Funding is identified in Account # 51150085019010.

### Attachments:

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

Funding source appropriate and funds are available: *af*

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

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

A RESOLUTION AWARDING THE BID FOR THE PURCHASE OF  
ONE 4x2 BACKHOE TO MEADE EQUIPMENT, INC. AND  
AUTHORIZING THE CITY MANAGER TO EXECUTE A  
PURCHASE ORDER FOR THE SAME

WHEREAS, bids were opened October 25, 2017, for the purchase of one (1) 4x2 backhoe  
for the use at the grounds maintenance department; and

WHEREAS, the city will receive \$6,000.00 for a trade-in allowance for equipment #1523;  
and

WHEREAS, upon review of the bids, the board finds Meade Equipment, Inc. is the lowest  
responsible compliant bidder meeting specifications for the particular grade or class of material,  
work or service desired and is in the best interest and advantage to the city, and the City of  
Kingsport desires to purchase one (1) 2017 John Deere 310 SL 4x2 backhoe from Meade  
Equipment, Inc. at a total purchase cost of \$63,005.62, which includes the deduction of the  
\$6,000.00 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) 2017 John Deere 310 SL 4x2  
backhoe at a total purchase cost of \$63,005.62.00, which includes the deduction of the \$6,000.00  
trade-in allowance, is awarded to Meade Equipment, Inc. and the city manager is authorized to  
execute a purchase order for same.

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

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

ADOPTED this the 21st day of November, 2017.

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

ATTEST:

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

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



MINUTES  
BID OPENING  
October 25, 2017  
4:00 P.M.

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

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

The Assistant Procurement Manager opened with the following bids:

4X2 BACKHOE					
Vendor:	Qty.:	Unit Cost:	Trade-In #1523:	Delivery Time:	Make/Model:
ASC Construction Equipment	1	No Bid	N/A	N/A	N/A
Stowers Machinery	1	\$83,376.10	\$11,500.00	150 Business Days	Catepillar 420F2 Backhoe
Contractors Machinery Tri-Cities	1	\$77,298.00	\$ 7,000.00	180 Business Days	Case 580 Super N
Meade Equipment	1	\$69,005.62	\$ 6,000.00	90 Business Days	John Deere 310SL
Chattanooga Tractor & Equipment	1	\$77,389.99	\$ 6,000.00	120 Business Days	New Holland B95C

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



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

**To:** Brent Morelock, Assistant Procurement Manager  
**From:** Steve Hightower, Fleet Manager  
Greg Willis, Streets Supervisor  
**Date:** November 9, 2017  
**Re:** 4x2 Backhoe Loader Purchase Recommendation

This will confirm our review and recommendation to purchase the low compliant bid of the following vendor. It is further recommended to accept the Trade-In offering.

<u>Item</u>	<u>Quantity</u>	<u>Description</u>	<u>Award to Vendor</u>	<u>Fuel Economy</u>
1	1	2017 John Deere 310 SL	Meade Equipment	3.6 GPH

**Low Bidder**

The bidder's compliance was acceptable in all major aspects of the minimum specification requirements for the 4x2 Backhoe Loader needed for the Streets Departments use application.

**This unit will be 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 is 90 days after notification with 15 days to correct inspection deficiencies after delivery inspection and a \$50 dollar a day penalty assessed for non- compliance.

The bid offerings were reviewed with Streets Supervisor, Greg Wills, who is in agreement with this recommendation. A confirming email of agreement is below.

**Fuel Economy Improvement and Trade In Information**

318%

The unit being recommended for purchase will have a 318% increase in fuel economy improvement over the unit currently in the fleet.

**One (1) Fleet Replacement:**

Fleet Unit:	1523 - 2001 JCB Backhoe Loader – Age: 16 Years	0.56 GPH
	Trade Offering: \$6,000	

### **Origin Information**

1. New Unit Origin of Manufacture:
  - a. Backhoe Loader Mfg.– Dubuque, IA
    - i. 85% Domestic/ 15% Foreign Materials
2. New Unit Purchase Dealer:
  - a. Backhoe Loader – Meade Equipment – Kingsport, 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

**From:** Willis, Greg  
**Sent:** Tuesday, October 31, 2017 2:06 PM  
**To:** Hightower, Steve <SteveHightower@KingsportTN.gov>  
**Subject:** Backhoe bids

Steve I have reviewed the bids on the 2 wheel drive backhoes and recommend that we purchase the John Deere 310 SL.

Sent from my Verizon 4G LTE smartphone



## AGENDA ACTION FORM

### Amending the Barge Waggoner Sumner and Cannon Design Agreement for Water Treatment Plant Pipe Gallery Improvements to Include Resident Project Inspection and Engineering during Construction

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

Action Form No.: AF-280-2017  
 Work Session: November 20, 2017  
 First Reading: N/A

Final Adoption: November 21, 2017  
 Staff Work By: N. Ensor  
 Presentation By: R. McReynolds

#### Recommendation:

Approve the Resolution.

#### Executive Summary:

The pipe gallery is a series of pipes that directs water throughout the plant's sedimentation basins, filters, clearwell and clarifiers. Pipe installation dates range between 1929 and 1990. This area contains high humidity and chlorine gas fumes that have significantly contributed to the corrosion of the pipes, bolts, and pipe supports. This project will address the environmental factors and include pipe coatings that will prolong the life the pipes and associated equipment.

Kingsport entered into an agreement with Barge Waggoner Sumner and Cannon on October 5, 2016 for design services for water treatment plant pipe gallery improvements. This amendment will move the project into the construction phase.

This project was identified and funding was approved by the BMA as part of the Capital Improvement Plan. Total amount for this request is \$106,000. Funding is available in WA1505.

Original Contract Amount	\$124,750.00
Contract Amendment 1	\$106,000.00
Current Contract Amount	\$230,750.00

#### Attachment:

1. Resolution
2. Pipe Gallery Pictures
3. BWS&C Proposal

Funding source appropriate and funds are available: *JA*

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

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

A RESOLUTION APPROVING ADDITIONAL SERVICES ADDENDUM NUMBER 01 TO THE AGREEMENT WITH BARGE WAGGONER SUMNER AND CANNON, INC. FOR THE WATER TREATMENT PLANT PIPE GALLERY IMPROVEMENT PROJECT; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

WHEREAS, on October 6, 2016, the board approved a resolution authorizing the mayor to sign an agreement with Barge Waggoner Sumner and Cannon, Inc. for the design agreement for the water treatment plant pipe gallery improvement project; and

WHEREAS, the Additional Services Addendum Number 01 to the design agreement will move the project into the construction phase; and

WHEREAS, funds for the project, in the amount of \$106,000.00, are available in WA1505.

Now therefore,

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

SECTION I. That Additional Services Addendum Number 01, with Barge Waggoner Sumner and Cannon, Inc. for the design for the water treatment plant pipe gallery improvement project is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the Additional Services Addendum Number 01, to the agreement with Barge Waggoner Sumner and Cannon, Inc. for the water treatment plant pipe gallery improvement project and all other documents necessary and proper to effectuate the purpose of the agreement or this resolution, said amendment being generally as follows:

**BARGE WAGGONER SUMNER & CANNON, INC.**  
**ADDITIONAL SERVICES ADDENDUM NUMBER 01**

This addendum to the Professional Services Agreement dated October 13, 2016, between City of Kingsport (**Client**) and Barge Waggoner Sumner & Cannon, Inc. (**BWSC**) is for additional services described as follows:

Project: Filter Gallery Improvements

Project Description:

The Kingsport Water Filtration Plant is a traditional treatment plant consisting of coagulation, flocculation, sedimentation and filtration. It has been in service since 1929. The filter pipe gallery has developed signs of corrosion on existing piping, fittings, and other metal components.

Contract Documents for the Filter Gallery Improvements at the Water Treatment Plant have been developed under the original Professional Services Agreement. The design detailed upgrades for dehumidification of the pipe filter gallery, protective pipe coatings, valve replacements, slide gate installation, repair of leaking pipe joints and wall penetrations, moisture migration through basin walls, clearwell hatches, clearwell venting, access to

instrumentation and valves, instrumentation piping, pipe supports, walkways and handrails, and lighting.

**I. PROFESSIONAL SERVICES:** BWSC agrees to perform the following additional services under this Addendum:

This additional services will provide Construction Administration and Part Time Project Representation. The construction duration estimated is 6 months.

**II. COMPENSATION:** Client shall compensate BWSC for the Basic Services the following Lump Sum amount:

A. Construction Administration Services: For basic construction administration services rendered during the Construction Phase as described in Exhibit A, the OWNER agrees to pay the ENGINEER a lump sum fee of Fifty-one Thousand Dollars (\$51,000.00). The ENGINEER shall submit monthly statements for services rendered in proportion to the percent of work actually completed at the time of billing.

B. Project Resident Representation Services: For basic project resident representation services rendered during the Construction Phase as described in Exhibit A, the OWNER agrees to pay the ENGINEER a lump sum fee of Fifty-five Thousand Dollars (\$55,000.00). These services are based on a six month construction period and an average of 24- hours per week (624 hours total). The ENGINEER shall submit monthly statements for services rendered in proportion to the percent of work actually completed at the time of billing.

**III. TERMS AND CONDITIONS:** Services performed under this addendum are subject to the same terms and conditions described in Items III through XII of the Professional Services Agreement dated October 13, 2016.

[Acknowledgements Deleted for Inclusion in this Resolution]

EXHIBIT "A"

### City of Kingsport Filter Gallery Improvements

November 15, 2017

The scope of work is presented in the following elements:

I. Project Description

II. Scope of Services

III. Time of Performance

IV. Owner's Responsibilities

I. PROJECT DESCRIPTION

The Kingsport Water Filtration Plant is a traditional treatment plant consisting of coagulation, flocculation, sedimentation and filtration. It has been in service since 1929. The filter pipe gallery has developed signs of corrosion on existing piping, fittings, and other metal components. The piping as well as walls develop condensation during the warmer months.

Contract Documents for the Filter Gallery Improvements at the Water Treatment Plant have been previously developed. The report provided recommendations for dehumidification of the pipe filter gallery, protective pipe coatings, valve replacements, slide gate installation, leaking pipe joints and wall penetrations, moisture migration through basin walls, clearwell hatches, clearwell venting, access to instrumentation and valves, instrumentation piping, pipe supports, walkways and handrails, and lighting.

This project will provide Construction Administration and Part Time Project Representation for a six month construction period.

II. SCOPE OF SERVICES

Barge, Waggoner, Sumner & Cannon, Inc. proposes the following Scope of Services:

A. Construction Administration Phase

B. Project Representation Phase

A. Construction Phase: During the Construction Phase, the Engineer shall:

1. Base construction period on 6-month duration.

2. Make periodic visits to the site to observe as an experienced and qualified design professional the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the contract documents. Engineer's employees shall not, during such visits or as a result of such observations of Contractor(s) work in progress, supervise, direct or have control over Contractor(s) work nor shall the Engineer have authority or be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s), or for any failure of Contractor(s) to comply with laws, rules, regulations, codes or orders applicable to Contractor(s) furnishing and performing their work. Engineer's effort will be directed toward providing assurance for the Owner that the completed project will conform to the contract documents, but Engineer can neither guarantee the performance of the construction contracts by Contractor(s) nor assume the



responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the contract documents.

3. During such visits and on the basis of on-site observations, Engineer shall keep Owner informed of the progress of the work, shall endeavor to guard Owner against defects and deficiencies in the work of Contractor(s) and may disapprove or reject work as failing to conform to the contract documents.

4. Provide additional engineering and instructions to the Contractor as may be necessary to interpret and clarify the contract documents and prepare work directive changes and change orders as required.

5. Review Contractor(s)' submittals, such as shop drawings, samples and equipment data. Such reviews or other actions shall not extend to means, methods, techniques, sequences or procedures of construction or safety precautions and programs incident thereto.

6. Analyze and report on any special tests required by the contract documents.

7. Act as initial interpreter of the requirements of the contract documents and judge of the acceptability of the work there under and make decisions on all claims of Owner and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the contract documents pertaining to the execution and progress of the work. Engineer shall not be liable for the results of any such interpretations or decisions rendered in good faith.

8. Review and monitor construction schedule of Contractor(s).

9. Review Contractor(s) partial and final pay estimates and make recommendations to Owner concerning payment to Contractor(s), including final determinations of quantities and classifications on unit price work.

10. Assist in coordination of detailed instructions by the Contractor and manufacturer's representative to the Owner's personnel in the proper operation and maintenance of any equipment furnished and installed for the project.

11. Conduct final inspection to determine if the project is substantially complete; to determine if the project has been completed in accordance with the contract documents; and if each Contractor has fulfilled all of its obligations there under so that engineer may approve, in writing, final payment to each Contractor.

12. Provide one complete set of record drawings to the Owner following the completion of construction. The best available information from the construction records of the Contractor and Resident Project Representative will be utilized in preparing the record drawings.

13. Attend meetings and conferences with the Owner, regulatory agencies and others during the Construction Phase.

14. Engineer shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor(s)' or subcontractor's or supplier's agents or employees or any other persons (except Engineer's employees or agents) at the site or otherwise furnishing or performing any of the Contractor(s)' work.

**B. Resident Project Representation:**

1. Provide Resident Project Representative for detailed resident observation during the Construction Phase of the project for 6 months at an average of twenty-four hours per week (624 hours total). Engineer does not guarantee the performance of the Contractor(s) by it employee's performance of such detailed construction inspection. Engineer's undertaking hereunder shall not relieve the Contractor(s) of the obligation to perform the work in conformity with the drawings and specifications and in a workmanlike manner; shall not make Engineer an insurer of the Contractor(s)' performance, and shall not impose upon Engineer any obligation to see that the work is performed in a safe manner.

2. Engineer shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor(s)' or subcontractor's or supplier's agents or employees or any other persons (except Engineer's employees or agents) at the site or otherwise furnishing or performing any of the Contractor(s)' work.

**III. TIME OF PERFORMANCE**

BWSC is prepared to begin work immediately upon receipt of a signed professional services agreement or written authorization to proceed. We anticipate completion of the construction approximately 6 months from the Client's notice to proceed with construction.

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

SECTION IV. That 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 21st day of November, 2017.

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

ATTEST:

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

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

*Pipe Gallery*



*Pipe Support Corrosion*



*Bolt Corrosion*



*Off Gas of Chlorine from  
Clearwell*



November 15, 2017  
BWSC Project No.: 36186-01

Niki Ensor  
City of Kingsport  
620 W. Industry Drive  
Kingsport, Tennessee 37660

**RE: Filter Gallery Improvements – Additional Services Agreement**

Dear Ms. Ensor:

Barge Waggoner Sumner & Cannon, Inc. (BWSC) encloses the details of Additional Services Agreement and our proposed scope of work (Exhibit A) for the project named above.

This proposal was prepared based on my understanding of the project needs during construction. If we have not fully addressed your project requirements, or if you have other questions regarding the proposal, please advise immediately by calling me at (423) 723-8450 or Andrew Clark at (865) 934-4146.

BWSC can also provide additional services not included in this proposal. We can amend the executed Professional Services Agreement at any time for this purpose.

Please have the party responsible for our fee sign the last page of the enclosed Additional Services Agreement and return both copies to us as your acceptance of the proposal and as your authorization to proceed. We will forward a fully executed copy to you.

Sincerely,



Nelson Elam  
Vice President/Office Manager

Enclosure

Copy to: Chris Provost, BWSC  
Andrew Clark, BWSC  
Stephen Sloan, BWSC

# BARGE WAGGONER SUMNER & CANNON, INC.

## ADDITIONAL SERVICES ADDENDUM NUMBER 01

This addendum to the Professional Services Agreement dated October 13, 2016, between City of Kingsport (**Client**) and Barge Waggoner Sumner & Cannon, Inc. (**BWSC**) is for additional services described as follows:

Project: Filter Gallery Improvements

**Project Description:**

The Kingsport Water Filtration Plant is a traditional treatment plant consisting of coagulation, flocculation, sedimentation and filtration. It has been in service since 1929. The filter pipe gallery has developed signs of corrosion on existing piping, fittings, and other metal components.

Contract Documents for the Filter Gallery Improvements at the Water Treatment Plant have been developed under the original Professional Services Agreement. The design detailed upgrades for dehumidification of the pipe filter gallery, protective pipe coatings, valve replacements, slide gate installation, repair of leaking pipe joints and wall penetrations, moisture migration through basin walls, clearwell hatches, clearwell venting, access to instrumentation and valves, instrumentation piping, pipe supports, walkways and handrails, and lighting.

**I. PROFESSIONAL SERVICES:** BWSC agrees to perform the following additional services under this Addendum:

This additional services will provide Construction Administration and Part Time Project Representation. The construction duration estimated is 6 months.

**II. COMPENSATION:** Client shall compensate BWSC for the Basic Services the following Lump Sum amount:

- A. Construction Administration Services: For basic construction administration services rendered during the Construction Phase as described in Exhibit A, the OWNER agrees to pay the ENGINEER a lump sum fee of Fifty-one Thousand Dollars (\$51,000.00). The ENGINEER shall submit monthly statements for services rendered in proportion to the percent of work actually completed at the time of billing.
- B. Project Resident Representation Services: For basic project resident representation services rendered during the Construction Phase as described in Exhibit A, the OWNER agrees to pay the ENGINEER a lump sum fee of Fifty-five Thousand Dollars (\$55,000.00). These services are based on a six month construction period and an average of 24- hours per week (624 hours total). The ENGINEER shall submit monthly statements for services rendered in proportion to the percent of work actually completed at the time of billing.

**III. TERMS AND CONDITIONS:** Services performed under this addendum are subject to the same terms and conditions described in Items III through XII of the Professional Services Agreement dated October 13, 2016.

## BARGE WAGGONER SUMNER & CANNON, INC.

City of Kingsport		Barge Waggoner Sumner & Cannon, Inc.	
By:		By:	
Printed Name:		Printed Name:	Nelson Elam
Title:		Title:	Vice President/Office Manager
Address:	620 W. Industry Drive Kingsport, Tennessee 37660	Address:	Four Sheridan Square, Suite 100 Kingsport, Tennessee 37660



**EXHIBIT "A"**

**City of Kingsport  
Filter Gallery Improvements**

**November 15, 2017**

The scope of work is presented in the following elements:

- I. Project Description
- II. Scope of Services
- III. Time of Performance
- IV. Owner's Responsibilities

**I. PROJECT DESCRIPTION**

The Kingsport Water Filtration Plant is a traditional treatment plant consisting of coagulation, flocculation, sedimentation and filtration. It has been in service since 1929. The filter pipe gallery has developed signs of corrosion on existing piping, fittings, and other metal components. The piping as well as walls develop condensation during the warmer months.

Contract Documents for the Filter Gallery Improvements at the Water Treatment Plant have been previously developed. The design provided recommendations for dehumidification of the pipe filter gallery, protective pipe coatings, valve replacements, slide gate installation, leaking pipe joints and wall penetrations, moisture migration through basin walls, clearwell hatches, clearwell venting, access to instrumentation and valves, instrumentation piping, pipe supports, walkways and handrails, and lighting.

This project will provide Construction Administration and Part Time Project Representation for a six month construction period.

**II. SCOPE OF SERVICES**

Barge, Waggoner, Sumner & Cannon, Inc. proposes the following Scope of Services:

- A. Construction Administration Phase
- B. Project Representation Phase

**A. Construction Phase:** During the Construction Phase, the Engineer shall:

- 1. Base construction period on 6-month duration.
- 2. Make periodic visits to the site to observe as an experienced and qualified design professional the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the contract documents. Engineer's employees shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)' work nor shall the Engineer have authority or be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s), or for any failure of Contractor(s) to comply with laws, rules, regulations, codes or orders applicable to Contractor(s) furnishing and performing their work. Engineer's

effort will be directed toward providing assurance for the Owner that the completed project will conform to the contract documents, but Engineer can neither guarantee the performance of the construction contracts by Contractor(s) nor assume the responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the contract documents.

3. During such visits and on the basis of on-site observations, Engineer shall keep Owner informed of the progress of the work, shall endeavor to guard Owner against defects and deficiencies in the work of Contractor(s) and may disapprove or reject work as failing to conform to the contract documents.
4. Provide additional engineering and instructions to the Contractor as may be necessary to interpret and clarify the contract documents and prepare work directive changes and change orders as required.
5. Review Contractor(s)' submittals, such as shop drawings, samples and equipment data. Such reviews or other actions shall not extend to means, methods, techniques, sequences or procedures of construction or safety precautions and programs incident thereto.
6. Analyze and report on any special tests required by the contract documents.
7. Act as initial interpreter of the requirements of the contract documents and judge of the acceptability of the work there under and make decisions on all claims of Owner and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the contract documents pertaining to the execution and progress of the work. Engineer shall not be liable for the results of any such interpretations or decisions rendered in good faith.
8. Review and monitor construction schedule of Contractor(s).
9. Review Contractor(s) partial and final pay estimates and make recommendations to Owner concerning payment to Contractor(s), including final determinations of quantities and classifications on unit price work.
10. Assist in coordination of detailed instructions by the Contractor and manufacturer's representative to the Owner's personnel in the proper operation and maintenance of any equipment furnished and installed for the project.
11. Conduct final inspection to determine if the project is substantially complete; to determine if the project has been completed in accordance with the contract documents; and if each Contractor has fulfilled all of its obligations there under so that engineer may approve, in writing, final payment to each Contractor.
12. Provide one complete set of record drawings to the Owner following the completion of construction. The best available information from the construction records of the Contractor and Resident Project Representative will be utilized in preparing the record drawings.
13. Attend meetings and conferences with the Owner, regulatory agencies and others during the Construction Phase.
14. Engineer shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor(s)' or subcontractor's or supplier's agents or employees or any other persons (except Engineer's employees or agents) at the site or otherwise furnishing or performing any of the Contractor(s)' work.

**B. Resident Project Representation:**

1. Provide Resident Project Representative for detailed resident observation during the Construction Phase of the project for 6 months at an average of twenty-four hours per week (624 hours total). Engineer does not guarantee the performance of the Contractor(s) by it employee's performance of such detailed construction inspection. Engineer's undertaking hereunder shall not relieve the Contractor(s) of the obligation to perform the work in conformity

with the drawings and specifications and in a workmanlike manner; shall not make Engineer an insurer of the Contractor(s)' performance, and shall not impose upon Engineer any obligation to see that the work is performed in a safe manner.

2. Engineer shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor(s)' or subcontractor's or supplier's agents or employees or any other persons (except Engineer's employees or agents) at the site or otherwise furnishing or performing any of the Contractor(s)' work.

### **III. TIME OF PERFORMANCE**

BWSC is prepared to begin work immediately upon receipt of a signed professional services agreement or written authorization to proceed. We anticipate completion of the construction approximately 6 months from the Client's notice to proceed with construction.



## AGENDA ACTION FORM

### Awarding the Bid for the Purchase of Four (4) 4X4 Backhoes

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

Action Form No.: AF-287-2017  
 Work Session: November 20, 2017  
 First Reading: N/A

Final Adoption: November 21, 2017  
 Staff Work By: Committee  
 Presentation By: R. McReynolds, S. Hightower

### Recommendation:

Approve the Resolution.

### Executive Summary:

Bids were opened on October 25, 2017 for the purchase of four 4X4 Backhoes for use by Water Maintenance & Streets and Sanitation Departments. The advertisement for the Invitation to Bid was published in the Kingsport Times News on October 8, 2017 and placed on our website for 18 calendar days. It is the recommendation of the committee to accept the low compliant bid from Meade Equipment for four (4) 2017 John Deere 310 SLHL as follows:

	\$305,479.92	Price for four Units
	\$30,508.00	Option 1 (Breaker) two each
	\$2,345.00	Option 2 (Thumb) one each
	\$3,954.00	Option 3 (24" Buckets) three each
Less	\$14,000.00	Trade-In allowance for Equipment #1602
Less	\$6,000.00	Trade-In allowance for Equipment #1638
Less	\$12,500.00	Trade-In allowance for Equipment #1710
Less	\$15,000.00	Trade-in allowance for Equipment #1744
	\$294,786.92	Total Purchase Price

These are Fleet Replacements.

Funding is identified in Account # 51150085019010.

### Attachments:

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

Funding source appropriate and funds are available: *af*

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

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

A RESOLUTION AWARDDING THE BID FOR THE PURCHASE OF  
FOUR 4x4 BACKHOES TO MEADE EQUIPMENT, INC. AND  
AUTHORIZING THE CITY MANAGER TO EXECUTE A  
PURCHASE ORDER FOR THE SAME

WHEREAS, bids were opened October 25, 2017, for the purchase of four (4) 4x4 backhoes for the use at the water maintenance and streets and sanitation; and

WHEREAS, the city will receive \$14,000.00 for a trade-in allowance for equipment #1602, \$6,000.00 for a trade-in allowance for equipment #1638, \$12,500.00 for a trade-in allowance for equipment #1710, and \$15,000.00 for a trade-in allowance for equipment #1744; and

WHEREAS, upon review of the bids, the board finds Meade Equipment, Inc. is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to purchase four (4) 2017 John Deere 310 SLHL 4x4 backhoes with options from Meade Equipment, Inc. at a total purchase cost of \$294,786.92, which includes the deduction of the \$47,500.00 trade-in allowances; and

WHEREAS, funding is identified in account #51150085019010.

Now therefore,

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

SECTION I. That the bid for the purchase of four (4) 2017 John Deere 310 SLHL 4x4 backhoes with options at a total purchase cost of \$294,786.92, which includes the deduction of the \$47,500.00 trade-in allowances, is awarded to Meade Equipment, Inc. and the city manager is authorized to execute a purchase order for same.

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

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

ADOPTED this the 21st day of November, 2017.

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

ATTEST:

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

APPROVED AS TO FORM:

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

MINUTES  
BID OPENING  
October 25, 2017  
4:00 P.M.

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

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

The Assistant Procurement Manager opened with the following bids:

4X4 BACKHOES						
Vendor:	Qty.:	Unit Cost:	Options:	Trade-Ins:	Delivery Time:	Make/Model
ASC Construction Equipment	4	No Bid	N/A	N/A	N/A	N/A
Stowers Machinery	4	\$87,721.78	1 - \$18,493.45 2 - \$ 6,006.85 3 - \$ 1,437.35 4 - \$ 1,676.20	1602 - \$22,500.00 1638 - \$16,000.00 1710 - \$22,000.00 1744 - \$20,000.00	150 Business Days	Catepillar 420F2
Chattanooga Tractor & Equipment	4	No Bid	N/A	N/A	N/A	N/A
Contractors Machinery Tri-Cities	4	\$81,681.00	1 - \$10,441.00 2 - \$ 2,427.00 3 - \$ 855.00 4 - \$ 1,047.00	1602 - \$10,000.00 1638 - \$ 7,000.00 1710 - \$11,000.00 1744 - \$17,000.00	120 Business Days	Case 580 Super N
Meade Equipment	4	\$73,537.90	1 - \$15,254.00 2 - \$ 2,345.00 3 - \$ 1,318.00 4 - \$ 1,734.00	1602 - \$14,000.00 1638 - \$ 6,000.00 1710 - \$12,500.00 1744 - \$15,000.00	90 Business Days	John Deere 310SL
Meade Equipment	4	\$76,369.98	1 - \$15,254.00 2 - \$ 2,345.00 3 - \$ 1,318.00 4 - \$ 1,734.00	1602 - \$14,000.00 1638 - \$ 6,000.00 1710 - \$12,500.00 1744 - \$15,000.00	90 Business Days	John Deere 310 SLHL

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





## FLEET MAINTENANCE DEPARTMENT

### City of Kingsport, Tennessee

**To:** Brent Morelock, Assistant Procurement Manager  
**From:** Steve Hightower, Fleet Manager  
Chad Austin, Water/ Waste Water Manager  
Greg Willis, Streets Supervisor  
**Date:** November 9, 2017  
**Re:** 4x4 Backhoe Loader Purchase Recommendation

This will confirm our review and recommendation to purchase the low compliant bid of the following vendor. It is further recommended to accept the Trade-In offerings. We are requesting that Water and Streets each receive one (1) of Option 1- Breaker at \$15,254 each totaling \$30,508. Both Departments require a total of three (3) Option 3 - 24" Buckets at \$1,318 each totaling \$3,954. The Streets Department also requires one (1) of Option 2 – Thumb at \$2,345.

Item	Quantity	Description	Award to Vendor	Fuel Economy
1	4	2017 John Deere 310 SLHL	Meade Equipment	4.5 GPH

#### Compliant Bidder

The bidder was compliant in all major aspects of the minimum specification requirements for the 4x4 Backhoe Loaders specified. The lower bid offering John Deere 310SL, of Meade Equipment, did not meet the specifications with regards to minimum dynamic front axle weight and hydraulic pump GPM requirements as listed below for this 4x4 backhoe loader specification.

Required Dynamic Front Axle minimum is 20,000 pounds and 19,800 was offered.

Required Hydraulic Pump size minimum is 42GPM @ 2,200 RPM/ 3,600PSI and 36 GPM and 3,625 PSI was offered.

#### These units will be Fleet Replacements.

Delivery and Compliance to Specifications expectations have been added to insure prompt delivery of any vehicle or piece of equipment purchased by the City of Kingsport. Failure of the awarded vendor to deliver on time or correct pre acceptance inspection deficiencies within the allotted time results in a monetary penalty assessed on a daily basis. This process will insure the departments receive their replacement units in a timely manner. Specified time allotted for delivery is 90 days after notification with 15 days to correct inspection deficiencies after delivery inspection and a \$50 dollar a day penalty assessed for non- compliance.

The bid offerings were reviewed with the Water/Wastewater Manager, Chad Austin and Streets Supervisor, Greg Willis, who are agreement with this recommendation. The confirming emails of agreement are below.

#### Fuel Economy Improvement and Trade In Information

405%

The units being recommended for purchase will have a 405% increase in fuel economy improvement over the units currently in the fleet.

#### Four (4) Fleet Replacements:

Fleet Unit:	1602 - 2003 Case Backhoe Loader – Age: 14 Years	0.56 GPH
	Trade Offering: \$14,000	

<u>1638</u> - 2004 JCB Backhoe Loader –	Age: 13 Years	2.1 GPH
Trade Offering: \$6,000		
<u>1710</u> - 2006 John Deere Backhoe Loader –	Age: 11 Years	0.72 GPH
Trade Offering: \$12,500		
<u>1744</u> - 2006 Komatsu Backhoe Loader –	Age: 11 Years	1.07 GPH
Trade Offering: \$15,000		

### **Origin Information**

1. New Unit Origin of Manufacture:
  - a. Backhoe Loader Mfg.– Dubuque, IA
    - i. 85% Domestic/ 15% Foreign Materials
2. New Unit Purchase Dealer:
  - a. Backhoe Loader – Meade Equipment – Kingsport, 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

**From:** Austin, Chad  
**Sent:** Monday, October 30, 2017 4:18 PM  
**To:** Hightower, Steve <SteveHightower@KingsportTN.gov>  
**Cc:** Gilreath, James <JamesGilreath@KingsportTN.gov>; Myrick, Lawrence "Spud" <LawrenceMyrick@KingsportTN.gov>  
**Subject:** New backhoes

Steve,  
I discussed the new backhoes with Spud. We use the 18" buckets in water maintenance, so please get those for all of our backhoes. We would like to get one 24" bucket for larger projects and one concrete breaker as specified in the bids. As we discussed, we feel that the John Deere 310SLHL meets our requirements since it is the lowest priced compliant bid.

Thanks for you work on specifying this equipment and preparing and accepting the bids.

**Chad E. Austin, PE**  
Distribution & Collection Manager  
Water Services Division  
City of Kingsport  
P: 423-224-2509  
[ChadAustin@KingsportTN.gov](mailto:ChadAustin@KingsportTN.gov)



**From:** Willis, Greg  
**Sent:** Tuesday, October 31, 2017 1:56 PM  
**To:** Hightower, Steve <SteveHightower@KingsportTN.gov>  
**Subject:** Backhoe bid

Steve I have reviewed the backhoe bids and am recommending that we proceed with the purchase of the John Deere 310 SLHL with option 1, 2 and 3.

Sent from my Verizon 4G LTE smartphone



## AGENDA ACTION FORM

### Issue a Purchase Order to Procure a Playground Installation at Borden Park Using Project Diabetes Grant Funding

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

Action Form No.: AF-282-2017  
Work Session: November, 20, 2017  
First Reading: N/A

Final Adoption: November 21, 2017  
Staff Work By: David Mason  
Presentation By: Chris McCart

#### Recommendation:

Approve the Resolution.

#### Executive Summary:

The City of Kingsport has been awarded grant funding from Project Diabetes for the purpose of making physical activity an integral and routine part of life by enhancing the physical and built environment. Year one of the grant provided funds for the recent expansion of the walking trails at Borden Park. Year two of the grant funding includes funds specifically designated for a new playground at Borden Park.

Through the U.S. Communities Purchasing 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. GameTime has been awarded a contract through U.S. Communities to provide and install playground equipment.

This resolution will authorize the City Manager, or his designee, to enter a purchase order with GameTime to provide and install a new playground at Borden Park.

It is recommended to approve the purchase order to GameTime in the amount of \$117,889.67

Funding is available and identified in GP1700.

#### Attachments:

1. Resolution
2. GameTime Quote
3. Playground Layout

Funding source appropriate and funds are available:

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

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

A RESOLUTION AUTHORIZING THE CITY MANAGER TO  
ENTER A PURCHASE ORDER WITH GAMETIME TO PROVIDE  
AND INSTALL A NEW PLAYGROUND FOR BORDEN PARK

WHEREAS, the city is eligible to participate in the U.S. Communities Purchasing Alliance;  
and

WHEREAS, through the U.S. Communities Purchasing Alliance, the city can take  
advantage of nationally leveraged, competitively solicited purchasing contracts for various  
goods and materials; and

WHEREAS, the playground equipment vendor GameTime has been awarded a contract  
with the U.S. Communities Purchasing Alliance; and

WHEREAS, GameTime has provided a detailed quotation under the U.S. Communities  
Purchasing Alliance contract for a complete playground package to be delivered and installed at  
Borden Park for a total amount of \$117,889.67; and

WHEREAS, funding is available in Project GP1700.

Now therefore,

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

SECTION I. That a purchase order to GameTime for the purchase and installation of a  
playground at Borden Park in the amount of \$117,889.67 is approved.

SECTION II. That the city manager, or designee, is authorized to execute, in a form  
approved by the city attorney, all documents necessary and proper to effectuate the purchase  
order.

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

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

ADOPTED this the 21st day of November, 2017.

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

ATTEST:

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

APPROVED AS TO FORM:

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



**GameTime**  
 c/o Dominica Recreation Products, Inc.  
 P.O. Box 520700  
 Longwood, FL 32752-0700  
 800-432-0162 \* 407-331-0101  
 Fax: 407-331-4720  
[www.playdrp.com](http://www.playdrp.com)

**QUOTE**  
**#80693**

11/06/2017

### Borden Park Playground

Ship To Zip: 37664

Kingsport Parks & Recreation  
 Attn: Kitty Frazier  
 1550 Fort Henry Drive  
 Kingsport, TN 37664  
 Phone: 423-229-9408  
 Fax: 423-229-9362  
[KittyFrazier@KingsportTN.gov](mailto:KittyFrazier@KingsportTN.gov)

Qty	Part #	Description	List \$	% Disc.	Selling \$	Ext. Selling \$
1	RDU	Game Time - PS16049 SHERWOOD			\$97,637.00	\$97,637.00
1	CWO	DRP Promo - GameTime Promotion Funding - Payment in Full - <i>Order must be placed prior to Nov. 15, 2017 &amp; Payment for Equipment, Freight, &amp; Tax must be supplied at the time of order.</i>			(\$48,819.00)	(\$48,819.00)
1	6243	Game Time - Tri Runner	\$10,986.00	16.00	\$9,228.24	\$9,228.24
1	12583	Game Time - Ada Primetime Swing Frame, 3 1/2" Od	\$1,104.00	6.00	\$1,037.76	\$1,037.76
3	12584	Game Time - Ada Primetime Swing Aab, 3 1/2" Od	\$683.00	6.00	\$642.02	\$1,926.06
7	8910	Game Time - Belt Seat 3 1/2"Od(8910)	\$224.00	6.00	\$210.56	\$1,473.92
1	8558	Game Time - 3 1/2" Zero-G Chair (5-12)-Galv Chain	\$458.00	6.00	\$430.52	\$430.52
4	28009	Game Time - 6' P/S Bench W/Back Inground	\$540.00	3.00	\$523.80	\$2,095.20
8	209426	Game Time - Medium Duty Wear Mat 36"X36"X3/4"	\$136.00	6.00	\$127.84	\$1,022.72
8	161292	Game Time - Heavy Duty Large Wear Mat 44"X48"X1"	\$215.00	18.00	\$176.30	\$1,410.40
99	4850	Game Time - 8" Playcurb Pkg	\$49.00	6.00	\$46.06	\$4,559.94
2	4854	Game Time - Accessible Playcurb	\$347.00	6.00	\$326.18	\$652.36
1	178749	Game Time - Owner'S Kit			\$50.00	\$50.00
235	EWf-8	GT-Impax - Engineered Wood Fiber - 8" Compacted Depth - approximately 7,025 sq/ft - <i>per cubic yard - ADA Compliant - IPEMA Certified - ASTM F1292 &amp; F1951 Compliant</i>	\$28.70	18.01	\$23.53	\$5,529.55



## Borden Park Playground

**QUOTE  
#80693**

11/06/2017

Qty	Part #	Description	List \$	% Disc.	Selling \$	Ext. Selling \$
1	INSTALL	5-Star Plus - Five Star Plus Playground Installation Services - <i>Performed by a Certified Installer, includes meeting and unloading delivery truck, signed completion forms, site walkthrough, 90 day site revisit by installation foreman, and 3-Year Labor Warranty!</i>			\$32,665.00	\$32,665.00

*US Communities Contract Installation Rate:  
Equipment List Price: \$124,100 x \$0.34 = \$42,195  
EWF Installation Rate: \$0.59 x 7,025 sq/ft = \$4,145*

**Deposit for all equipment, freight due with order, for GameTime  
Promotion Discount = \$76,308.82**

SubTotal: \$110,899.67  
USC Freight: \$6,990.00  
**Total Amount: \$117,889.67**

Customer responsible for removal of existing equipment, mulch, and borders.

This quote was prepared by Cindy Robinson, Project Manager.  
For questions or to order please call - 800-432-0162 ext. 110 [cindy@gametime.com](mailto:cindy@gametime.com)

This quote is in accordance with GameTime's 2017 [GameTimePromotion](#).

- Order MUST be received prior to November 15th, 2017.
- Application must be completed and returned with the order.
- **Please Note Payment Terms.** GameTime Funding amount varies for Payment in Full at time of order or Government Agency Purchases.
- Order MUST ship prior to December 31, 2017 - No HOLDS can be placed on GameTime Orders.
- May be purchased in accordance with any existing Contract Pricing. GameTime discount to be applied above and over the contract discount to equal the total GameTime allowance.

**All pricing in accordance with U.S. Communities Contract #2017001134.**

All terms in the U.S. Communities Contract take precedence over terms shown below.  
For more information on the U.S. Communities contract please visit [www.uscommunities.org/gametime](http://www.uscommunities.org/gametime)

**Payment Terms: Deposit at time of Order. Balance to be paid upon completion of work Net 30. Credit Application must be completed for open amount on credit terms.**

This Quotation is subject to policies in the current GameTime Park and Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, and changes are subject to price adjustment. A 1.5% per month finance charge will be imposed on all past due accounts.

Pricing: Firm for 60 days from date of quotation.

Shipment: F.O.B. factory, order shall ship within 30-45 days after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of payment.

Taxes: State and local taxes will be added at time of invoicing, if not already included, unless a tax exempt certificate is provided at the time of order entry.

Exclusions: Unless specifically discussed, this quotation excludes all sitework and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; security of equipment (on site and at night); equipment assembly and installation; safety surfacing; borders; drainage; signed/sealed drawings; or permits.

## Borden Park Playground

**QUOTE  
#80693**

11/06/2017

Installation Terms: Shall be by a Certified Installer. The installer is an independent installer and not part of PlayCore, GameTime, nor Dominica Recreation Products. If playground equipment, installer will be NPSI and Factory Trained and Certified. Unless otherwise noted, installation is based on a standard installation consistent with GameTime installation sheets and in suitable soil. Customer shall be responsible for scheduling and coordination with the installer. Site should be level and allow for unrestricted access of trucks and machinery. Customer shall also provide a staging and construction area. Installer not responsible for sod replacement or damage to access path and staging area. Customer shall be responsible for unknown conditions such as buried utilities, tree stumps, rock, or any concealed materials or conditions that may result in additional labor or material costs. Customer will be billed hourly or per job directly by the installer for any additional costs that were not previously included.

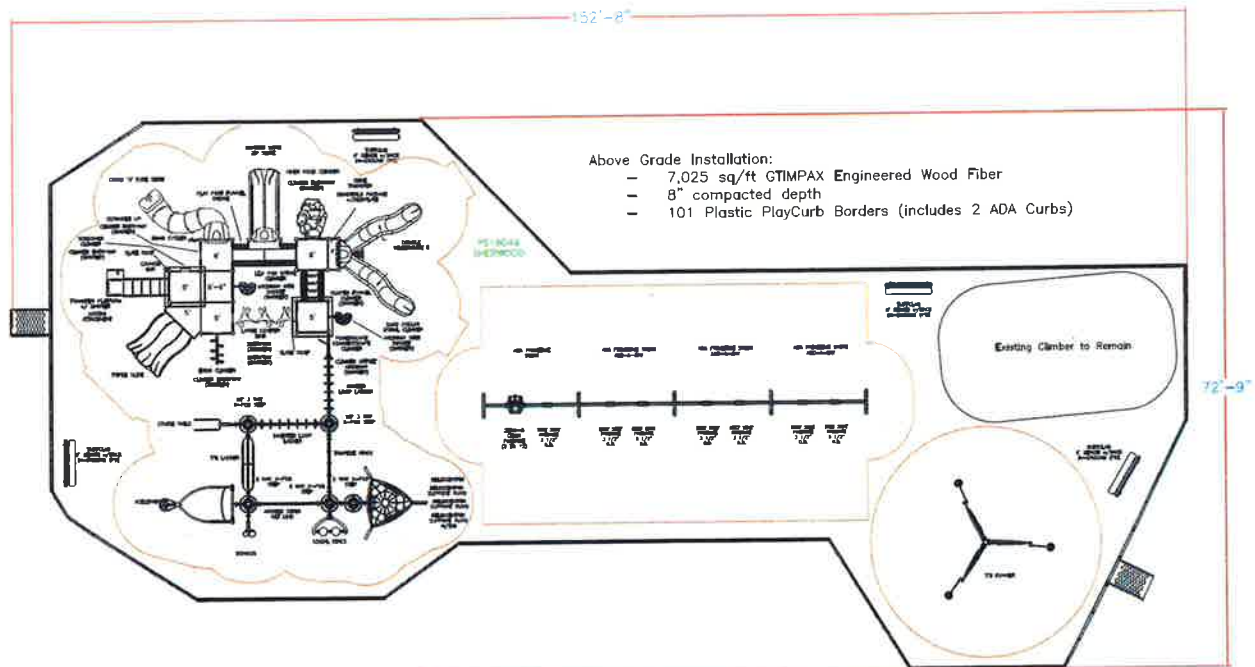
### ORDER INFORMATION

Bill To: _____	Ship To: _____
Contact: _____	Contact: _____
Address: _____	Address: _____
Address: _____	Address: _____
City, State, Zip: _____	City, State, Zip: _____
Tel: _____ Fax: _____	Tel: _____ Fax: _____

SALES TAX EXEMPTION CERTIFICATE #: \_\_\_\_\_  
(PLEASE PROVIDE A COPY OF CERTIFICATE)

### Acceptance of quotation:

Accepted By (printed): _____	P.O. No: _____
Signature: _____	Date: _____
Title: _____	Phone: _____
E-Mail: _____	Purchase Amount: <b>\$117,889.67</b>



Customer responsible for removal of existing equipment, mulch and borders.



150 PlayCore Drive SE  
Fort Payne, AL 35967  
www.gametime.com

Borden Park Playground  
Kingsport, Tennessee  
Represented by:  
Dominica Recreation Products

This play equipment is recommended for children ages 5-12

Minimum Area Required:  
See Layout  
Scale: NTS  
This drawing can be scaled only when it is an 18" x 24" format

WARNING: All resident surfacing must be tested in the use space of all equipment, as specified for each type of equipment, and it deems to meet the related fall height is as specified by the LSA, Consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-B-114

Drawn By:  
CURB  
Date:  
11/5/2017  
Drawing Name:  
Borden Park Playground



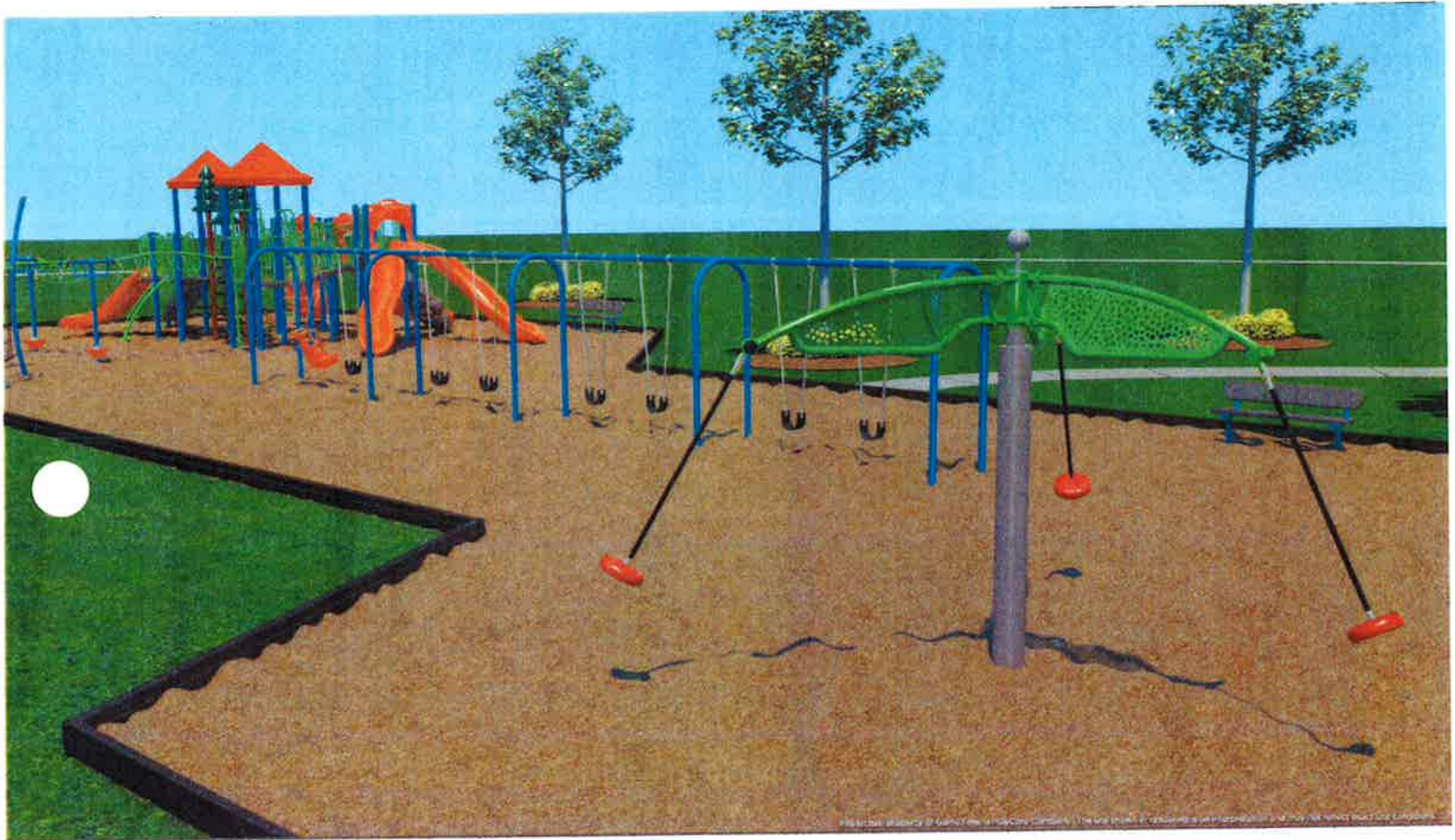


www.gametime.com

## Borden Park Playground Kingsport, Tennessee



www.playdrp.com



www.gametime.com

## Borden Park Playground Kingsport, Tennessee



www.playdrp.com





## AGENDA ACTION FORM

### Change Order No. 1 for KATS Transit Center

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

Action Form No.: AF-289-2017  
 Work Session: November 20, 2017  
 First Reading: N/A

Final Adoption: November 21, 2017  
 Staff Work By: D. Mason  
 Presentation By: C. McCart

### Recommendation:

Approve the Resolution.

### Executive Summary:

On August 15, 2017 the Board approved entering a contract with Armstrong Construction for the construction of the KATS Transit Center.

Because the project is located on Main Street it will be impacted by the upcoming Main Street beautification project. A major component of that upcoming project will be the relocation of the overhead power lines on Main Street. The removal of these overhead power lines will require the installation of underground conduit infrastructure to maintain service to the various downtown properties.

The project team has consulted with AEP to determine the underground conduit installations that will impact the KATS Transit Center site. In order to avoid excavating through a newly completed transit center it is necessary for the contractor to install the conduits through the site as part of the current construction contract.

The cost to install the underground conduit infrastructure through the KATS site to facilitate the future removal of overhead power lines is \$73,539.21.

This change order will be funded from Main Street Improvement funds that are available in project GP1516.

### Attachments:

1. Resolution
2. Change Order

Funding source appropriate and funds are available: 

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



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

A RESOLUTION APPROVING CHANGE ORDER #1 TO THE CONTRACT WITH ARMSTRONG CONSTRUCTION FOR CONSTRUCTION OF THE KINGSPORT TRANSIT CENTER AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE CHANGE ORDER

WHEREAS, the City of Kingsport entered a contract with Armstrong Construction on August 28, 2017, for the construction of a new Kingsport Transit Center; and

WHEREAS, the project consists of the construction of a transit center building, passenger transfer island, and parking lot; and

WHEREAS, in order to facilitate future electrical infrastructure work on the project site related to the adjacent Main Street beautification project it is necessary to install underground conduits through the site under this construction contract; and

WHEREAS, a change order to the contract is necessary to provide for the cost of installing underground conduit infrastructure in the amount of \$73,539.21 to complete the project; and

WHEREAS, funding is available in Main Street Improvements Project GP1516.

Now therefore,

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

SECTION I. That change order #1 to the contract with Armstrong Construction for New Construction of the Kingsport Transit Center to provide for installing underground conduit infrastructure in the amount of \$73,539.21, 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, change order #1 to the contract for New Construction of the Kingsport Transit Center and all other documents necessary and proper to effectuate the purpose of the contract as shown below:

**CHANGE ORDER**

Date 11/21/2017

OWNER'S Project No. GP1718 / GP1516

ENGINEER'S Project No.

Project New Construction of Kingsport Transit Center

CONTRACTOR Armstrong Construction

Contract For New Transit Center Construction

Contract Date 8/28/2017

To: Armstrong Construction

Contractor,

You are directed to make the changes noted below in the subject Contract:

Nature of the Changes

Install underground conduit infrastructure as required for future AEP power lines related to Main Street Beautification Project

Enclosures

These changes result in the following adjustment of Contract Price and Time:

Contract Price Prior to This Change Order	\$4,186,000.00
Net Increase Resulting from this Change Order	\$73,539.21
Current Contract Price Including This Change Order	\$4,259,539.21
Contract Time Prior to This Change Order	428 Days
Net Increase Resulting from this Change Order	20 Days
Current Contract Date Including This Change Order	448 Days or Date

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

ADOPTED this the 21st day of November, 2017.

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

ATTEST:

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

APPROVED AS TO FORM:

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

No. 1

## CHANGE ORDER

Date 11/21/2017

OWNER'S Project No. GP1718 / GP1516 ENGINEER'S Project No. \_\_\_\_\_  
Project New Construction of Kingsport Transit Center

CONTRACTOR Armstrong Construction  
Contract For New Transit Center Construction Contract Date 8/28/2017

To: Armstrong Construction  
Contractor

You are directed to make the changes noted below in the subject Contract:

ATTEST:

CITY OF KINGSPORT  
CITY RECORDER OWNER

APPROVED AS TO FORM:

CITY ATTORNEY By: MAYOR OF KINGSPORT

Dated: \_\_\_\_\_

## Nature of the Changes

Install underground conduit infrastructure as required for future  
AEP power lines related to Main Street Beautification Project

## Enclosures

These changes result in the following adjustment of Contract Price and Time:

Contract Price Prior to This Change Order	\$ <u>\$4,186,000.00</u>
Net <u>Increase</u> Resulting from this Change Order	\$ <u>\$73,539.21</u>
Current Contract Price Including This Change Order	\$ <u>\$4,259,539.21</u>

Contract Time Prior to This Change Order	<u>428</u>	Days
Net <u>Increase</u> Resulting from this Change Order	<u>20</u>	Days
Current Contract Date Including This Change Order	<u>448</u>	Days or Date

The Above Changes Are Approved

Project Manager

By: David Mason

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

The Above Changes Are Accepted

Contractor

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

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

Routing

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

Distribution by City Recorder

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



## AGENDA ACTION FORM

### Renewal of the Policy with HCC Life Insurance Company for Stop Loss Reinsurance Coverage

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

Action Form No.: AF-292-2017  
 Work Session: November 20, 2017  
 First Reading: N/A

Final Adoption: November 21, 2017  
 Staff Work By: Evans  
 Presentation By: Evans

#### Recommendation:

Approve the Resolution.

#### Executive Summary:

The city's Self-Funded Health Insurance Program Excess Risk/Stop Loss insurance coverage has been provided by HCC Life Insurance Company for several years. HCC offered a renewal at the same rate as the current year, and our benefits consultant, Mark III Employee Benefits, negotiated a renewal rate at a 3% reduction for 2018 with the same limits of a \$135,000 specific limit and a \$175,000 aggregating specific corridor. It is our recommendation that we renew with HCC Life for our Excess Risk/Stop Loss insurance for 2018.

This coverage includes Aggregate Insurance coverage with maximum claims limit of \$8,757,206, (total claims must reach that level before Aggregate coverage applies) at a cost of \$28,267, which reflects a 9.1% discount for payment of the full annual premium in January.

This renewal results in a net annual expected savings, including Aggregate coverage, of \$17,869.00. The 2018 premium will be approximately \$551,670.00 without the Aggregate Insurance and \$579,937.00 with the Aggregate Coverage.

#### Attachments:

1. Resolution
2. Stop Loss Quote Summary Chart

Funding source appropriate and funds are available: js

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

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

A RESOLUTION AUTHORIZING RENEWAL OF THE POLICY WITH HCC LIFE INSURANCE COMPANY FOR STOP LOSS REINSURANCE COVERAGE AND AUTHORIZING THE MAYOR TO EXECUTE THE RENEWAL OF THE POLICY AND ALL AGREEMENTS AND OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE RENEWAL

WHEREAS, the current policy with HCC Life Insurance Company for Stop Loss Reinsurance can be renewed for the upcoming calendar year; and

WHEREAS, HCC Life Insurance Company has agreed to renew the insurance at the current limits of Specific Reinsurance Deductible from \$135,000 per person, and the Aggregating Specific Reinsurance Corridor at \$175,000 for a rate decrease of 3%; and

WHEREAS, upon review of the quotes, the board finds it is in the best interest and advantage to the city to renew the agreement for Stop Loss Reinsurance with HCC Life Insurance Company; and

WHEREAS, it is the recommendation by city staff to renew the policy with HCC Life Insurance Company to provide specific stop loss and aggregate stop loss insurance coverage for the city's self-funded health insurance plan effective January 1, 2018, through December 31, 2018.

Now therefore,

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

SECTION I. That the renewal of the policy with HCC Life Insurance Company for Stop Loss Reinsurance with the Specific Reinsurance Deductible at \$135,000 per person, and the Aggregating Specific Reinsurance Corridor at \$175,000 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, a renewal of policy as approved above with HCC Life Insurance Company to provide specific stop loss and aggregate stop loss insurance coverage for the city's self-funded health insurance plan effective January 1, 2017, through December 31, 2017, and all agreements and other documents necessary and proper to effectuate the purpose of the renewal of the policy.

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 21st day of November, 2017.

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

ATTEST:



JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

# 2018 Stop Loss Renewal



## City of Kingsport January 2018 Stop Loss Renewal Prepared by Mark III

Subscribers	HCC Current	HCC Original Proposal	HCC 2 <sup>nd</sup> Proposal	HCC Final Renewal
	\$175 Agg Spec/ \$135K Spec/Paid	\$175 Agg Spec/ \$135K Spec/Paid	\$175 Agg Spec/ \$135K Spec/Paid	\$175 Agg Spec/ \$135K Spec/Paid
655	\$72.35	\$97.72	\$74.88	\$70.08
	\$3.95	\$4.76	\$4.04	\$3.95
Maximum Annual Liability	\$9,510,170	\$9,701,931.00	\$9,553,464.00	\$9,514,970.00
Spec Monthly	\$47,389.25	\$64,006.60	\$49,046.40	\$45,902.40
Spec Yearly	\$568,671.00	\$768,079.20	\$588,556.80	\$550,828.80
Agg Monthly	\$2,587.25	\$3,117.80	\$2,646.20	\$2,587.25
Agg Yearly	\$31,047.00	\$37,413.60	\$31,754.40	\$31,047.00
	\$599,718.00	\$805,492.80	\$620,311.20	\$581,875.80
Total Increase		134%	103%	97%
		No lasers	No lasers	No Lasers



## AGENDA ACTION FORM

### Reimbursement of Materials Agreement Funds to Danny Karst Related to Edinburgh Phase 9 Development

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

Action Form No.: AF-281-2017  
 Work Session: November 20, 2017  
 First Reading: N/A

Final Adoption: November 21, 2017  
 Staff Work By: R. McReynolds  
 Presentation By: R. McReynolds

#### Recommendation:

Approve the Resolution.

#### Executive Summary:

In an effort to promote smart growth and infill development as well as encourage the new housing market within the Kingsport city limits, the City of Kingsport passed the Materials Agreement Policy as set forth in Resolution 2007-084. Developers have the opportunity to enter into an agreement with the City whereas the City furnishes the water and sewer materials for the developers use within the developer's proposed subdivision. The developer would be responsible for posting a cash bond covering the cost of the materials that would be available for refund (minus sales tax) once the project is completed and has been approved by the City Engineer and the Regional Planning Commission.

Pursuant to the policy, the BMA entered into Materials Agreements with Danny Karst related to Edinburgh Phase 9 (AF-128-2016) in the amount of \$5,917.93. Upon construction, adjustment due to sales tax, and close out of the necessary materials, the Developer is due \$5,386.74.

To date, including this development, the program has supported 851 new/proposed lots within the City of Kingsport. Of those lots, 466 Building Permits and 369 Certificates of Occupancy have been issued to date.

#### Attachments:

1. Resolution
2. Closeout Worksheet
3. Location Map(s)

Funding source appropriate and funds are available: 

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

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

A RESOLUTION AUTHORIZING REIMBURSEMENT OF  
MATERIALS AGREEMENT FUNDS TO DANNY KARST FOR  
EDINBURGH PHASE 9

WHEREAS, pursuant to the Materials Agreement Policy as set forth in Resolution 2007-084, Danny Karst entered into a Materials Agreement in the total amount of \$5,917.93 with the city for provision of certain water and sewer materials by the city for Edinburgh, Phase 9; and

WHEREAS, upon construction, adjustment due to sales tax, and close out of the necessary materials the developer is due reimbursement funds in the amount of \$5,386.74 for Edinburgh, Phase 9; and

Now, therefore,

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

SECTION I. That reimbursement of Material Agreement funds to Danny Karst in the amount of \$5,386.74 for Edinburgh, Phase 9, is approved.

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

ADOPTED this the 21st day of November, 2017.

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

ATTEST:

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

APPROVED AS TO FORM:

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

## Materials Agreement

### Sanitary sewer

Item #	Item description	Units	U/M	Price	Total
45003	8" x 14' sdr-35 gsktd sewer pipe	25.00	jt	\$39.90	\$997.50
45057	8" x 6" tee wye gsktd sewer	8.00	ea	\$33.50	\$268.00
45112	manhole covers v-1312-44	4.00	ea	\$220.00	\$880.00
45219	16" manhole conc. Cone	1.00	ea	\$162.00	\$162.00
45221	24" manhole conc. Cone	3.00	ea	\$187.00	\$561.00
45223	16" manhole conc. Riser	1.00	ea	\$123.00	\$123.00
45224	32" manhole riser	2.00	ea	\$229.00	\$458.00
45226	Manhole base	4.00	ea	\$518.00	\$2,072.00
45229	Manhole ring riser 2"	1.00	ea	\$30.00	\$30.00
45230	Manhole ring riser 2"	1.00	ea	\$40.00	\$40.00
Project #	SW1689				
	Expensed To:				
Project total:	452-0000-606-9003				\$5,591.50
Sales Tax:	452-0000-207-0201			9.50%	\$531.19
	Total Cost Including Tax				\$6,122.69
	Amount paid and Receipted To:				
Contractor Paid	451-0000-208-1250				\$5,404.50
Sales Tax:	451-0000-207-0201			9.50%	\$513.43
	Total Cost Including Tax				\$5,917.93
	Sales Tax Adjustment				\$17.76
Sewer	Refund Due Developer				\$5,386.74
Total Refund					\$5,386.74

All parties signing this document agree that the items listed, along with their quantities, were received, used and/or returned as shown on this document. Any items due to the City of Kingsport must be received before the materials agreement between the City of Kingsport and the developer is closed out.

City of Kingsport Warehouse

Donna Lipoma  
Date: 11/08/2017

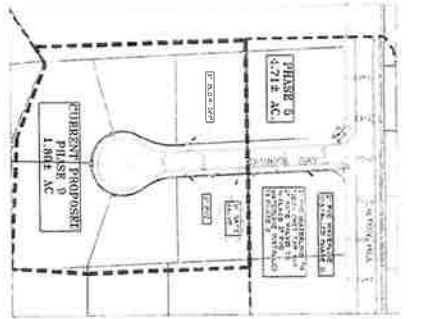
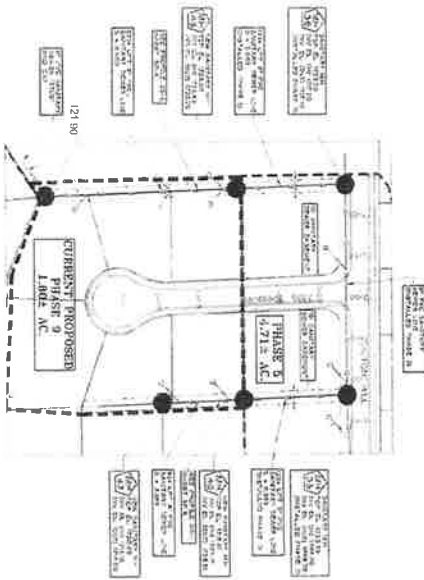
City of Kingsport Inspector:

Roy Maxwell  
Date: 11-8-17

Developer:

John R...  
Date: 11-13-17





### SANITARY SEWER UTILITIES PLAN

### WATER UTILITIES PLAN

### PLAN - SUB-MAIN DIAGRAM

### TYP. SANITARY SEWER LINE AND WATERLINE LAYOUT

SANITARY SEWER CHART			
Station	Manhole	Depth	Notes
1+00.00	1+00.00	10.00	10.00
1+20.00	1+20.00	10.00	10.00
1+40.00	1+40.00	10.00	10.00
1+60.00	1+60.00	10.00	10.00
1+80.00	1+80.00	10.00	10.00
2+00.00	2+00.00	10.00	10.00
2+20.00	2+20.00	10.00	10.00
2+40.00	2+40.00	10.00	10.00
2+60.00	2+60.00	10.00	10.00
2+80.00	2+80.00	10.00	10.00
3+00.00	3+00.00	10.00	10.00
3+20.00	3+20.00	10.00	10.00
3+40.00	3+40.00	10.00	10.00
3+60.00	3+60.00	10.00	10.00
3+80.00	3+80.00	10.00	10.00
4+00.00	4+00.00	10.00	10.00
4+20.00	4+20.00	10.00	10.00
4+40.00	4+40.00	10.00	10.00
4+60.00	4+60.00	10.00	10.00
4+80.00	4+80.00	10.00	10.00
5+00.00	5+00.00	10.00	10.00
5+20.00	5+20.00	10.00	10.00
5+40.00	5+40.00	10.00	10.00
5+60.00	5+60.00	10.00	10.00
5+80.00	5+80.00	10.00	10.00
6+00.00	6+00.00	10.00	10.00
6+20.00	6+20.00	10.00	10.00
6+40.00	6+40.00	10.00	10.00
6+60.00	6+60.00	10.00	10.00
6+80.00	6+80.00	10.00	10.00
7+00.00	7+00.00	10.00	10.00
7+20.00	7+20.00	10.00	10.00
7+40.00	7+40.00	10.00	10.00
7+60.00	7+60.00	10.00	10.00
7+80.00	7+80.00	10.00	10.00
8+00.00	8+00.00	10.00	10.00
8+20.00	8+20.00	10.00	10.00
8+40.00	8+40.00	10.00	10.00
8+60.00	8+60.00	10.00	10.00
8+80.00	8+80.00	10.00	10.00
9+00.00	9+00.00	10.00	10.00
9+20.00	9+20.00	10.00	10.00
9+40.00	9+40.00	10.00	10.00
9+60.00	9+60.00	10.00	10.00
9+80.00	9+80.00	10.00	10.00
10+00.00	10+00.00	10.00	10.00

WATER CHART			
Station	Manhole	Depth	Notes
1+00.00	1+00.00	10.00	10.00
1+20.00	1+20.00	10.00	10.00
1+40.00	1+40.00	10.00	10.00
1+60.00	1+60.00	10.00	10.00
1+80.00	1+80.00	10.00	10.00
2+00.00	2+00.00	10.00	10.00
2+20.00	2+20.00	10.00	10.00
2+40.00	2+40.00	10.00	10.00
2+60.00	2+60.00	10.00	10.00
2+80.00	2+80.00	10.00	10.00
3+00.00	3+00.00	10.00	10.00
3+20.00	3+20.00	10.00	10.00
3+40.00	3+40.00	10.00	10.00
3+60.00	3+60.00	10.00	10.00
3+80.00	3+80.00	10.00	10.00
4+00.00	4+00.00	10.00	10.00
4+20.00	4+20.00	10.00	10.00
4+40.00	4+40.00	10.00	10.00
4+60.00	4+60.00	10.00	10.00
4+80.00	4+80.00	10.00	10.00
5+00.00	5+00.00	10.00	10.00
5+20.00	5+20.00	10.00	10.00
5+40.00	5+40.00	10.00	10.00
5+60.00	5+60.00	10.00	10.00
5+80.00	5+80.00	10.00	10.00
6+00.00	6+00.00	10.00	10.00
6+20.00	6+20.00	10.00	10.00
6+40.00	6+40.00	10.00	10.00
6+60.00	6+60.00	10.00	10.00
6+80.00	6+80.00	10.00	10.00
7+00.00	7+00.00	10.00	10.00
7+20.00	7+20.00	10.00	10.00
7+40.00	7+40.00	10.00	10.00
7+60.00	7+60.00	10.00	10.00
7+80.00	7+80.00	10.00	10.00
8+00.00	8+00.00	10.00	10.00
8+20.00	8+20.00	10.00	10.00
8+40.00	8+40.00	10.00	10.00
8+60.00	8+60.00	10.00	10.00
8+80.00	8+80.00	10.00	10.00
9+00.00	9+00.00	10.00	10.00
9+20.00	9+20.00	10.00	10.00
9+40.00	9+40.00	10.00	10.00
9+60.00	9+60.00	10.00	10.00
9+80.00	9+80.00	10.00	10.00
10+00.00	10+00.00	10.00	10.00





## AGENDA ACTION FORM

### Reimbursement of Materials Agreement Funds to Danny Karst Related to Edinburgh South Phase I Development

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

Action Form No.: AF-274-2017  
 Work Session: November 20, 2017  
 First Reading: N/A

Final Adoption: November 21, 2017  
 Staff Work By: R. McReynolds  
 Presentation By: R. McReynolds

#### Recommendation:

Approve the Resolution.

#### Executive Summary:

In an effort to promote smart growth and infill development as well as encourage the new housing market within the Kingsport city limits, the City of Kingsport passed the Materials Agreement Policy as set forth in Resolution 2007-084. Developers have the opportunity to enter into an agreement with the City whereas the City furnishes the water and sewer materials for the developers use within the developer's proposed subdivision. The developer would be responsible for posting a cash bond covering the cost of the materials that would be available for refund (minus sales tax) once the project is completed and has been approved by the City Engineer and the Regional Planning Commission.

Pursuant to the policy, the BMA entered into Materials Agreements with Danny Karst related to Edinburgh South Phase I (AF-293-2016) in the amount of \$36,694.42. Upon construction, adjustment due to sales tax, and close out of the necessary materials, the Developer is due \$33,722.81.

To date, including this development, the program has supported 835 new/proposed lots within the City of Kingsport. Of those lots, 466 Building Permits and 369 Certificates of Occupancy have been issued to date.

#### Attachments:

1. Resolution
2. Closeout Worksheet
3. Location Map(s)

Funding source appropriate and funds are available: js

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

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

A RESOLUTION AUTHORIZING REIMBURSEMENT OF  
MATERIALS AGREEMENT FUNDS TO DANNY KARST FOR  
EDINBURGH SOUTH PHASE I

WHEREAS, pursuant to the Materials Agreement Policy as set forth in Resolution 2007-084, Danny Karst entered into a Materials Agreement in the total amount of \$36,694.42, with the city for provision of certain water and sewer materials by the city for Edinburgh South, Phase 1; and

WHEREAS, upon construction, adjustment due to sales tax, and close out of the necessary materials the developer is due reimbursement funds in the amount of \$33,722.81, for Edinburgh South, Phase I; and

Now, therefore,

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

SECTION I. That reimbursement of Material Agreement funds to Danny Karst in the amount of \$33,722.81, for Edinburgh South, Phase I, is approved.

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

ADOPTED this the 21st day of November, 2017.

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

ATTEST:

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

APPROVED AS TO FORM:

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

## Materials Agreement

Project: Edinburgh South  
 Date: October 26, 2017  
 Developer: John Rose

### Water line

Item #	Item description	Units	U/M	Price	Total
42120	4' bury hydrant	1.00	ea	\$1,427.15	\$1,427.15
41864	8" x18' DI push on pipe	41.00	ft	\$234.90	\$9,630.90
42325	6' mj gate valve	1.00	ea	\$396.00	\$396.00
42335	8" mj gate valve	1.00	ea	\$679.25	\$679.25
43031	8" x 8" x 6" anchoring tee	1.00	ea	\$95.50	\$95.50
42100	8 x 8 x 8 MJ Tee	1.00	ea	\$99.50	\$99.50
40835	8" joint restraint kit	6	ea	31.75	\$190.50
40401	5/8 3/4 linesetter	20	ea	113.15	\$2,263.00
42732	midstate meter box	20.00	st	\$40.00	\$800.00
41829	8" MJ DI acc. Kit	6.00	ea.	\$12.95	\$77.70
40401	linesetters	3.00	ea	\$111.77	\$335.31
42732	midstate meter box	3.00	st	\$32.50	\$97.50
42421	round valve box	1.00	ea	\$31.67	\$31.67
Project #	<b>WA1785</b>				
	Expensed To				
Project total:	451-0000-605-9003				\$16,123.98
Sales Tax:	451-0000-207-0201			9.50%	\$1,531.78
	Total Cost Including Tax				\$17,655.76
	Amount paid and Receipted To				
Contractor Paid	451-0000-208-1250				\$17,652.99
Sales Tax:	451-0000-207-0201			9.50%	\$1,677.03
	Total Cost Including Tax				\$19,330.02
	Sales Tax Adjustment				-\$145.25
<b>Water</b>	<b>Refund Due Developer</b>				<b>\$17,798.24</b>



## Materials Agreement

### Sanitary sewer

Item #	Item description	Units	U/M	Price	Total
45003	8" x 13' sdr-35 gsktd sewer pipe	153.00	jt	\$34.02	\$5,205.06
45057	8" x 6" tee wye gsktd sewer	28.00	ea	\$30.25	\$847.00
45112	manhole covers v-1312-44	9.00	ea	\$215.00	\$1,935.00
45221	24" conc. Cone	8.00	ea	\$187.00	\$1,496.00
45218	32" conc. Cone	1.00	ea	\$229.00	\$229.00
45223	16" conc. Riser	1.00	ea	\$123.00	\$123.00
45224	32" manhole riser	1.00	ea	\$229.00	\$229.00
45226	Manhole base	9.00	ea	\$518.00	\$4,662.00
45203	charge for extra boot	1.00	ea	\$55.00	\$55.00
45230	4" grade ring riser	8.00	ea	\$40.00	\$320.00
45231	6" grade ring riser	1.00	ea	\$55.00	\$55.00
Project #	SW1785				
	Expensed To:				
Project total	452-0000-606-9003				\$15,156.06
Sales Tax:	452-0000-207-0201			9.50%	\$1,439.83
	Total Cost Including Tax				\$16,595.89
	Amount paid and Receipted To:				
Contractor Paid	451-0000-208-1250				\$15,857.90
Sales Tax:	451-0000-207-0201			9.50%	\$1,506.50
	Total Cost Including Tax				\$17,364.40
	Sales Tax Adjustment				-\$66.67
Sewer	Refund Due Developer				\$15,924.57
				<b>Total Refund</b>	<b>\$33,722.81</b>

All parties signing this document agree that the items listed, along with their quantities, were received, used and/or returned as shown on this document. Any items due to the City of Kingsport must be received before the materials agreement between the City of Kingsport and the developer is closed out.

City of Kingsport Warehouse

Date:

*Diana Lipoma*  
11/08/2017

City of Kingsport Inspector:

Date:

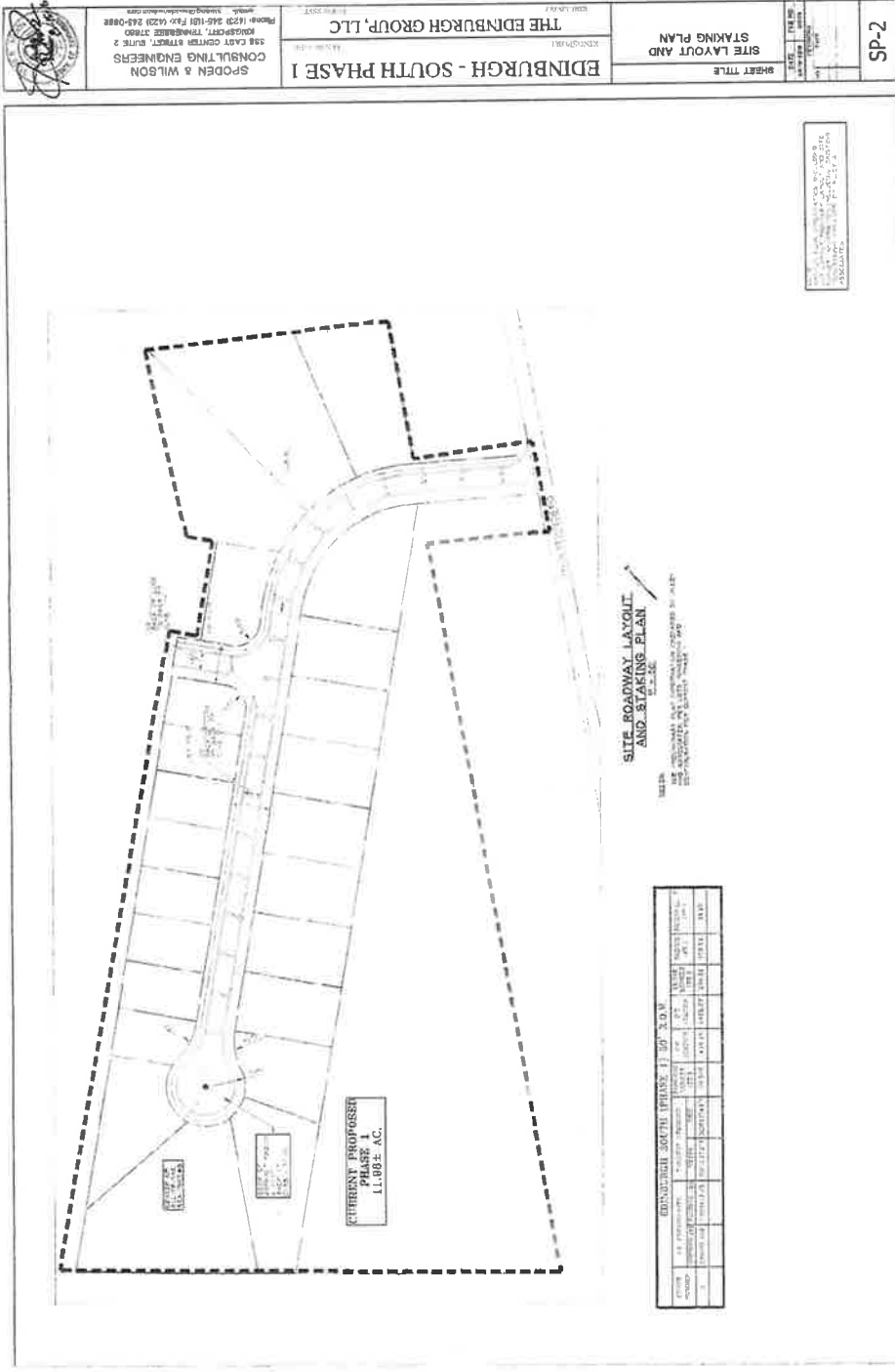
*Roy Maxwell*  
11-8-17

Developer:

Date:

*Michael Kent*  
11-14-17









## AGENDA ACTION FORM

### Reimbursement of Materials Agreement Funds to Danny Karst Related to Edinburgh Phase 10 Development

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

Action Form No.: AF-288-2017  
 Work Session: November 20, 2017  
 First Reading: N/A

Final Adoption: November 21, 2017  
 Staff Work By: R. McReynolds  
 Presentation By: R. McReynolds

#### Recommendation:

Approve the Resolution.

#### Executive Summary:

In an effort to promote smart growth and infill development as well as encourage the new housing market within the Kingsport city limits, the City of Kingsport passed the Materials Agreement Policy as set forth in Resolution 2007-084. Developers have the opportunity to enter into an agreement with the City whereas the City furnishes the water and sewer materials for the developers use within the developer's proposed subdivision. The developer would be responsible for posting a cash bond covering the cost of the materials that would be available for refund (minus sales tax) once the project is completed and has been approved by the City Engineer and the Regional Planning Commission.

Pursuant to the policy, the BMA entered into Materials Agreements with Danny Karst related to Edinburgh Phase 10 (AF-59-2017) in the amount of \$38,265.22. Upon construction, adjustment due to sales tax, and close out of the necessary materials, the Developer is due \$34,953.21.

To date, including this development, the program has supported 835 new/proposed lots within the City of Kingsport. Of those lots, 466 Building Permits and 369 Certificates of Occupancy have been issued to date.

#### Attachments:

1. Resolution
2. Closeout Worksheet
3. Location Map(s)

Funding source appropriate and funds are available: 

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



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

A RESOLUTION AUTHORIZING REIMBURSEMENT OF  
MATERIALS AGREEMENT FUNDS TO DANNY KARST FOR  
EDINBURGH PHASE 10

WHEREAS, pursuant to the Materials Agreement Policy as set forth in Resolution 2007-084, Danny Karst entered into a Materials Agreement in the total amount of \$38,265.22 with the city for provision of certain water and sewer materials by the city for Edinburgh, Phase 10; and

WHEREAS, upon construction, adjustment due to sales tax, and close out of the necessary materials the developer is due reimbursement funds in the amount of \$34,953.21 for Edinburgh, Phase 10; and

Now, therefore,

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

SECTION I. That reimbursement of Material Agreement funds to Danny Karst in the amount of \$34,953.21 for Edinburgh, Phase 10, is approved.

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

ADOPTED this the 21st day of November, 2017.

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

ATTEST:

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

APPROVED AS TO FORM:

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

## Materials Agreement

Project: Edinburgh 10  
 Date: November 9, 2017  
 Developer: John Rose

### Water line

Item #	Item description	Units	U/M	Price	Total
42120	4' bury hydrant	1.00	ea	\$1,343.79	\$1,343.79
41864	8" x18' DI push on pipe	68.00	jt	\$253.26	\$17,221.68
42325	6' mj gate valve	1.00	ea	\$423.30	\$423.30
42335	8" mj gate valve	2.00	ea	\$628.06	\$1,256.12
43031	8" x 8" x 6" anchoring tee	1.00	ea	\$90.55	\$90.55
42100	8 x 8 x 8 MJ Tee	1.00	ea	\$94.13	\$94.13
41871	8" Romac cap/w-2" tap	3.00	ea	\$183.13	\$549.39
40835	8" joint restraint kit	5.00	ea	\$33.95	\$169.75
42845	6x18 MJ anchor coupling	1.00	ea	\$78.38	\$78.38
41863	8" Romac restraining coupling	2.00	ea	\$250.77	\$501.54
41828	6" MJ DI acc. Kit	4.00	ea	\$11.95	\$47.80
Project #	WA1786				
	Expensed To:				
Project total	451-0000-605-9003				\$21,776.43
Sales Tax	451-0000-207-0201			9.50%	\$2,068.76
	Total Cost Including Tax				\$23,845.19
	Amount paid and Receipted To:				
Contractor Paid	451-0000-208-1250				\$21,754.60
Sales Tax	451-0000-207-0201			9.50%	\$2,066.69
	Total Cost Including Tax				\$23,821.29
	Sales Tax Adjustment				\$2.07
Water	Refund Due Developer				\$21,752.53



## Materials Agreement

### Sanitary sewer

Item #	Item description	Units	U/M	Price	Total
45003	8" x 13' sdr-35 gsktd sewer pipe	108.00	jt	\$39.20	\$4,233.60
45057	8" x 6" tee wye gsktd sewer	10.00	ea	\$29.72	\$297.20
45112	manhole covers v-1312-44	7.00	ea	\$220.00	\$1,540.00
45229	2" manhole riser ring	1.00	ea	\$30.00	\$30.00
45218	32" conc. Cone	7.00	ea	\$229.00	\$1,603.00
45223	16" conc. Riser	1.00	ea	\$123.00	\$123.00
45224	32" manhole riser	6.00	ea	\$229.00	\$1,374.00
45226	Manhole base	7.00	ea	\$518.00	\$3,626.00
45203	charge for extra boot	2.00	ea	\$55.00	\$110.00
45230	4" grade ring riser	1.00	ea	\$40.00	\$40.00
45231	6" grade ring riser	2.00	ea	\$55.00	\$110.00
Project #	SW1786				
	Expensed To:				
Project total	452-0000-606-9003				\$13,086.80
Sales Tax:	452-0000-207-0201			9.50%	\$1,243.25
	Total Cost Including Tax				\$14,330.05
	Amount Paid and Receipted To:				
Contractor Paid	452-0000-208-1250				\$13,190.80
Sales Tax	452-0000-207-0201			9.50%	\$1,253.13
	Total Cost Including Tax				\$14,443.93
	Sales Tax Adjustment				-\$9.88
Sewer	Refund Due Developer				\$13,200.68
				Total Refund	\$34,953.21

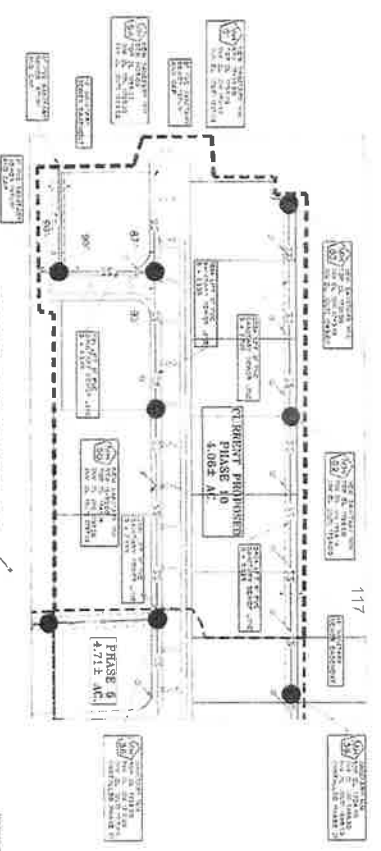
All parties signing this document agree that the items listed along with their quantities, were received, used and/or returned as shown on this document. Any items due to the City of Kingsport must be received before the materials agreement between the City of Kingsport and the developer is closed out.

City of Kingsport Warehouse: Donna Lipoma  
Date: 11/10/2017

City of Kingsport Inspector: Roy Maxwell  
Date: 11-10-17

Developer: Will Kutz  
Date: 11-14-17





**SANITARY SEWER UTILITIES PLAN**

NOTES:  
 1. ALL SANITARY SEWER LINES SHALL BE 12" DIA. UNLESS OTHERWISE NOTED.  
 2. ALL SANITARY SEWER LINES SHALL BE 15' MIN. COVER UNLESS OTHERWISE NOTED.  
 3. ALL SANITARY SEWER LINES SHALL BE 15' MIN. COVER UNLESS OTHERWISE NOTED.  
 4. ALL SANITARY SEWER LINES SHALL BE 15' MIN. COVER UNLESS OTHERWISE NOTED.  
 5. ALL SANITARY SEWER LINES SHALL BE 15' MIN. COVER UNLESS OTHERWISE NOTED.  
 6. ALL SANITARY SEWER LINES SHALL BE 15' MIN. COVER UNLESS OTHERWISE NOTED.  
 7. ALL SANITARY SEWER LINES SHALL BE 15' MIN. COVER UNLESS OTHERWISE NOTED.  
 8. ALL SANITARY SEWER LINES SHALL BE 15' MIN. COVER UNLESS OTHERWISE NOTED.  
 9. ALL SANITARY SEWER LINES SHALL BE 15' MIN. COVER UNLESS OTHERWISE NOTED.  
 10. ALL SANITARY SEWER LINES SHALL BE 15' MIN. COVER UNLESS OTHERWISE NOTED.

**PLAN - SUB-MAIN DIAGRAM**

**TYP. SANITARY SEWER LINE AND WATERLINE LAYOUT**

SANITARY SEWER CHART			
LINE NO.	LINE SIZE	INVERT ELEV.	MANHOLE NO.
1	12"	125.50	1
2	12"	125.50	2
3	12"	125.50	3
4	12"	125.50	4
5	12"	125.50	5
6	12"	125.50	6
7	12"	125.50	7
8	12"	125.50	8
9	12"	125.50	9
10	12"	125.50	10
11	12"	125.50	11
12	12"	125.50	12
13	12"	125.50	13
14	12"	125.50	14
15	12"	125.50	15
16	12"	125.50	16
17	12"	125.50	17
18	12"	125.50	18
19	12"	125.50	19
20	12"	125.50	20
21	12"	125.50	21
22	12"	125.50	22
23	12"	125.50	23
24	12"	125.50	24
25	12"	125.50	25
26	12"	125.50	26
27	12"	125.50	27
28	12"	125.50	28
29	12"	125.50	29
30	12"	125.50	30
31	12"	125.50	31
32	12"	125.50	32
33	12"	125.50	33
34	12"	125.50	34
35	12"	125.50	35
36	12"	125.50	36
37	12"	125.50	37
38	12"	125.50	38
39	12"	125.50	39
40	12"	125.50	40
41	12"	125.50	41
42	12"	125.50	42
43	12"	125.50	43
44	12"	125.50	44
45	12"	125.50	45
46	12"	125.50	46
47	12"	125.50	47
48	12"	125.50	48
49	12"	125.50	49
50	12"	125.50	50
51	12"	125.50	51
52	12"	125.50	52
53	12"	125.50	53
54	12"	125.50	54
55	12"	125.50	55
56	12"	125.50	56
57	12"	125.50	57
58	12"	125.50	58
59	12"	125.50	59
60	12"	125.50	60
61	12"	125.50	61
62	12"	125.50	62
63	12"	125.50	63
64	12"	125.50	64
65	12"	125.50	65
66	12"	125.50	66
67	12"	125.50	67
68	12"	125.50	68
69	12"	125.50	69
70	12"	125.50	70
71	12"	125.50	71
72	12"	125.50	72
73	12"	125.50	73
74	12"	125.50	74
75	12"	125.50	75
76	12"	125.50	76
77	12"	125.50	77
78	12"	125.50	78
79	12"	125.50	79
80	12"	125.50	80
81	12"	125.50	81
82	12"	125.50	82
83	12"	125.50	83
84	12"	125.50	84
85	12"	125.50	85
86	12"	125.50	86
87	12"	125.50	87
88	12"	125.50	88
89	12"	125.50	89
90	12"	125.50	90
91	12"	125.50	91
92	12"	125.50	92
93	12"	125.50	93
94	12"	125.50	94
95	12"	125.50	95
96	12"	125.50	96
97	12"	125.50	97
98	12"	125.50	98
99	12"	125.50	99
100	12"	125.50	100



## AGENDA ACTION FORM

### Right-of-Way Easement with Kingsport Power Company

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

Action Form No.: AF-293-2017  
 Work Session: November 20, 2017  
 First Reading: N/A

Final Adoption: November 21, 2017  
 Staff Work By: R. Trent  
 Presentation By: M. Thompson

### Recommendation:

Approve the Resolution.

### Executive Summary:

American Electric Power has requested a right-of-way easement from the city in order to upgrade their distribution facilities along the Main Street area of downtown. This upgrade will allow the existing overhead facilities to be buried underground. While the easement is for American Electric Power, it is in the name of its subsidiary, Kingsport Power Company.

### Attachment:

1. Resolution
2. Project Location Map and Easement

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

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

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A  
RIGHT-OF-WAY EASEMENT WITH KINGSPORT POWER  
COMPANY

WHEREAS, the city has requested that American Electric Power upgrade their distribution facilities in the Main Street area of downtown which will allow the existing overhead facilities to be buried underground; and

WHEREAS, in order to upgrade their existing distribution facilities, American Electric Power has requested that the city execute a Right-of-Way Easement to Kingsport Power Company, a subsidiary of American Electric Power; and

Now therefore,

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

SECTION I. That the Mayor, or in his absence, incapacity, or failure to act, the Vice Mayor, is authorized to execute, in a form approved by the city attorney, a Right-of-Way Easement with Kingsport Power Company.

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

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

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

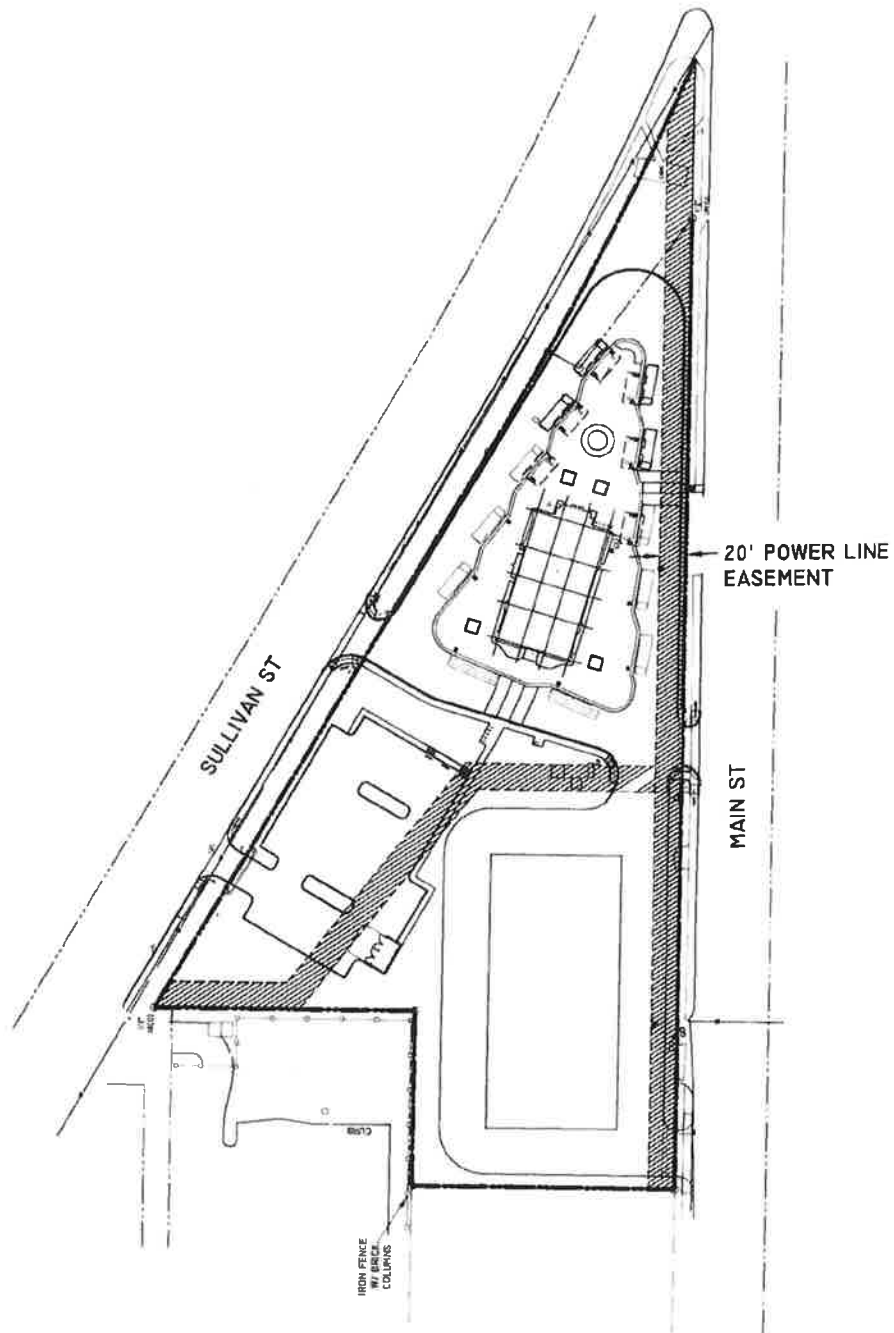
ATTEST:

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

APPROVED AS TO FORM:

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





NORTH

Kingsport, Tennessee  
T.D. 501010  
Map Section 3783-1127-C1

KINGSPORT POWER COMPANY

CHARLESTON REGION- KINGSPORT DISTRICT- KINGSPORT, TENNESSEE

**PROPOSED RIGHT OF WAY  
ON THE PROPERTY OF  
CITY OF KINGSPORT**

DRAWN BY	T.HENSLEY	DATE	10/27/17
APP BY	T.HENSLEY	SCALE	NONE

SHEET 1 OF 1

DRAWING NO.

**V-2407**

GRW 32 (UGOHD - CORP) KP

City of Kingsport Eas No. \_\_\_\_\_ R/W Map No. 3783-1127-C1  
1324 Midland Drive W. O. No. W002851101 Job No. 17560057 Prop No. 1  
Kingsport, TN 37664 Line KATS

THIS AGREEMENT, made this 3<sup>rd</sup> day of November, 2017, by and between CITY OF KINGSPORT, a municipal corporation organized and existing under the laws of the State of TENNESSEE, herein called "Grantor", and KINGSFORT POWER COMPANY, a Virginia corporation, herein called "Kingsport",

WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00), cash in hand paid to Grantor by Kingsport, the receipt whereof is hereby acknowledged, Grantor hereby grants, conveys and warrants to Kingsport, its successors, assigns, lessees and tenants, a right of way and easement for an electric power line or lines, and communication lines, in, on, along, through, over, across or under the following described lands of the Grantor situated in 11th Civil District, County of Sullivan, State of Tennessee.

On the North by the lands of Sullivan Street  
On the East by the lands of Sullivan Street  
On the South by the lands of E. Main Street  
On the West by the lands of Lawrence Ward

Being a right of way and easement twenty (20) feet in width as shown shaded on that certain Kingsport Power Company drawing entitled "Proposed Right of Way on the Property of the City of Kingsport, " V-2407, dated 10/27/2017, attached hereto and made a part hereof.

In the event Kingsport should remove all of said Kingsport's facilities from the lands of the Grantor, then all of the rights, title and interest of the party of Kingsport in the right of way and easement herein above granted, shall revert to the Grantor, its successors and assigns.

Being a right of way easement over the same property conveyed to Grantors herein by The Industrial Development Board of the City of Kingsport Tennessee, by deed dated April 28, 2011, and recorded in Sullivan County, Deed Book No. 2978C, Page 626.

Map 046O, Group G, CTL Map 046O, Parcel 012.00.

Being a right of way easement over the same property conveyed to Grantors herein by The Industrial Development Board of the City of Kingsport Tennessee, by deed dated November 22, 2016, and recorded in Sullivan County, Deed Book No. 3223, Page 1738.

Map 046O, Group G, CTL Map 046O, Parcel 011.00

Map 61B, Group G, CTL Map 046O, Parcel 014.00

TOGETHER with the right, privilege and authority to Kingsport, its successors, assigns, lessees and tenants, to construct, erect, install, place, operate, maintain, inspect, repair, renew, remove, add to the number of, and relocate at will, poles, with wires, cables, crossarms, guys, anchors, grounding systems and all other appurtenant equipment and fixtures, underground conduits, ducts, vaults, cables, wires, transformers, pedestals, risers, pads, fixtures and appurtenances (hereinafter called "Kingsport's Facilities"), and string wires and cables, adding thereto from time to time, in, on, along, over, through, across and under the above referred to premises; the right to cut down, trim, clear and/or otherwise control, and at Kingsport's option, remove from said premises, any trees, shrubs, roots, brush, undergrowth, overhanging branches, buildings or other obstructions which may endanger the safety of, or interfere with the use of Kingsport's Facilities; the right to disturb the surface of said premises and to excavate thereon; and the right of ingress and egress to and over said above referred to premises, and any of the adjoining lands of the Grantor at any and all times, for the purpose of exercising and enjoying the rights herein granted, and for doing anything necessary or useful or convenient in connection therewith.

THIS INSTRUMENT PREPARED BY KINGSFORT POWER COMPANY, 420 RIVERPORT RD, KINGSFORT, TN 37660

It is understood and agreed between the parties hereto, that the Grantor reserves the right to use said lands in any way not inconsistent with the rights herein granted.

TO HAVE AND TO HOLD the same unto Kingsport Power Company, its successors, assigns, lessees and tenants.

It is agreed that the foregoing is the entire contract between the parties hereto, and that this written agreement is complete in all its terms and provisions.

IN WITNESS WHEREOF, Grantor has caused its corporate name and seal to be hereunto affixed the day and year first above written.

CITY OF KINGSFORT

APPROVED AS TO FORM:

CITY ATTORNEY

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

Attest: \_\_\_\_\_  
City Recorder

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) To-wit:

Before me \_\_\_\_\_ of the State and County aforesaid, personally appeared \_\_\_\_\_, with whom I am personally acquainted and who, upon oath, acknowledge himself/herself to be Mayor of City of Kingsport, the within named bargainor, a municipal corporation, and that he/she as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the municipal corporation by himself/herself as Mayor.

Witness my hand and official seal in \_\_\_\_\_ County, State of \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

My Commission expires:

\_\_\_\_\_  
I, or we, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is \$ \_\_\_\_\_ 1.00, which amount is equal to or greater than the amount which the property transferred commanded at a fair and voluntary sale.

KINGSFORT POWER COMPANY

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

STATE OF TENNESSEE )  
COUNTY OF SULLIVAN ) To-wit:

Subscribed and sworn to before me this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

My Commission Expires: