



## **AGENDA**

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

**Monday, October 3, 2016, 4:30 p.m.  
City Hall, 225 W. Center St., Council Room, 2<sup>nd</sup> Floor**

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

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

Alderman Michele Mitchell  
Alderman Tommy Olterman  
Alderman Tom C. Parham

#### **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  
Morris Baker, Community Services Director  
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. Kingsport Office of Small Business Development & Entrepreneurship (KOSBE) – Aundrea Wilcox
4. Senior Facilities Update – Shirley Buchanan
5. SBK Animal Shelter – Alderman Tom Parham
6. Sales Tax, Wellness Clinic, Safety and Projects Status – Jeff Fleming
7. Review of Items on October 4, 2016 Business Meeting Agenda
8. Adjourn

**Next Work Session, October 17, 2016:** Public Relations, KCVB and Projects Status.

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

## BMA Report, October 3, 2016



### Financial Comments, Judy Smith

Sales tax revenue was under budget for the month of July but it increased approximately \$14,000 more than July 2015.

Sales for the month of July are realized in September.

#### The September monthly report indicates:

July 2015	\$1,346,896
July 2016	\$1,354,948
• \$57,366 Under budget	-4.06%
• \$13,921 Above last year's actual	1.04%
Year to Date 2015	\$1,346,896
Year to Date 2016	\$1,354,948
• \$57,366 under budget	-4.06%
• \$13,921 above last year	+1.04%

### Kingsport Employee Wellness, Terri Evans

	01/01/2016 – 08/31/2016	09/01/2016 – 09/25/2016
<b>Total Utilization</b>	<b>96.1%</b>	<b>89.2%</b>
City – Active Employees	32.8%	26.4%
City – Dependents	19.6%	18.3%
City – Retirees	3.5%	3.1%
Schools – Active Employees	20.9%	21.6%
Schools – Dependents	12.7%	11.3%
Schools – Retirees	1.6%	1.4%
Extended-Patient Services/Other	1.0%	1.3%
Work Comp	0.3%	0
No Show	3.7%	5.8%

### Worker's Compensation, Terri Evans

There were no lost time incidents for the month of August 2016.

# Status Updates on Active Projects sorted by Cost

Estimated Cost	Project Owner	Project Manager	Project Name	Project #	Completion Date	CurrentStatus
\$13,733,749.69	Niki Ensor	Niki Ensor	Raw Water Intake Replacement (1.5 M EDA Grant)	WA1504	5/7/2017	Tunnel drilling complete. Drill Tech will begin applying shockcrete on tunnel walls. Pump station roof has been poured. Pumps delivered 9/29/16.
\$7,500,000.00	Ryan McReynolds	Thompson, Michael	SR 347 (Rock Springs Road) [State & MTPO funded]	No City Funds	12/31/2020	TDOT correspondence 8/15/2016 states that the contract was fully returned 5/16/2016. Funds were obligated for NEPA (Environmental Review) on 5/10/2016.
\$6,411,000.00	Chad Austin	Norman Eichmann	Reedy Creek Sewer Trunk Line	SW1400	12/20/2017	Contract to begin on Sept. 26th, 2016.
\$3,300,000.00	Michael Thompson	Thompson, Michael	Indian Trail Drive Extension	GP1615	12/31/2017	Preliminary plans reviewed 9/2/16. Staff has reviewed and commented. Meetings with affected property owners are underway.
\$3,192,108.00	Chad Austin	Mike Hickman	Colonial Heights Ph II Sewer & Water	SW1501	3/9/2017	The work on Shadyside Drive is complete. Crews are currently working on Beechwood.
\$2,646,731.00	Chad Austin	Mike Hickman	Colonial Heights Ph III Sewer & Water	SW1502/ WA1502	12/10/2016	Crews are nearing completion of Line E at Arlington Circle.
\$2,500,000.00	Chad A./Niki E.	Mike Hickman	Colonial Heights Ph IV Sewer & Water	SW1511	9/3/2017	The design is ready for final review. The City continues to acquire easements.
\$2,400,000.00	Justin Steinmann	Mason, David	Centennial Park	GP1533	6/15/2017	Receiving bids on October 11th.
\$1,886,220.00	Chad Austin	Pamela Gilmer	System Wide Water Upgrades FY15 Phase 2	TBD	4/4/2017	Setting up lines for testing in the Post Oak area. Contractor installing line on Melrose Lane.
\$1,700,000.00	Michael Thompson	Thompson, Michael	Main Street Rebuild [City & MTPO Funded]	GP1516	4/1/2021	Scoping meeting held 9/7/2016. Expect scope and fee by 9/23/16.
\$1,123,727.93	Chad Austin	Pamela Gilmer	Ft. Henry and Moreland Dr. Sewer Rehabilitation	SW1401	12/24/2016	Ft. Henry complete. Removing by-pass. Work ongoing on Moreland Dr.
\$961,140.00	Michael Thompson	Thompson, Michael	Phase 2 Stone Drive (SR 1, US 11W) Sidewalk Improvements from Stonebrook Place Pvt. Dr. to Lynn Garden Drive [95% State Funded 5% City]		8/31/2020	Fully executed contract received 9/27/2016. Budget ordinance expected in October BMA meeting.
\$940,000.00	Kitty Frazier	Clabaugh, Hank	Kingsport Greenbelt - Eastern Extension - Phase 1 [Fed. Grant & City funded]	GP1529	11/1/2017	Preliminary plans for internal review submitted 9/28/2016.
\$900,000.00	Chad Austin	Sam Chase	ARC Kingsport Sewer System Upgrade	SW1504	4/29/2017	Portland Utility to begin construction on October 10, 2016. Will be starting on MLK Wheatley St. area first.

Estimated Cost	Project Owner	Project Manager	Project Name	Project #	Completion Date	CurrentStatus
\$697,475.00	Michael Thompson	Thompson, Michael	Stone Drive (SR 1, US 11W) Sidewalk Improvements from Stonebrook Place Pvt. Dr. to American Way [95% State Funded 5% City]	TBD	12/8/2018	Survey & Design underway.
\$683,252.64	Kitty Frazier	Clabaugh, Hank	Greenbelt (Rotherwood/Pedestrian Bridge) [Fed. Grant and City Funded]	GP1013	11/1/2016	Contractor remobilized 9/29/16.
\$631,700.00	Ronnie Hammonds	Elsea, Tim	Wilcox Sidewalk Phase 5 [State & MTPO funded]	MPO15D	7/31/2017	Legal path forward to rebid project has been established. Expect rebidding after additional services required for rebid are determined.
\$550,000.00	Michael Thompson	Grieb, Jacob	Enterprise Place Roadway Improvements	GP1611	12/31/2016	Will release to bid next week.
\$450,000.00	Chad Austin	Chad Austin	Border Regions Areas 1, 2 & 3 - Water	TBD	2/17/2017	
\$400,000.00	Michael Thompson	Thompson, Michael	Signalization of the SR 126 (Memorial Blvd. at Island Road Intersection [State & MTPO Funded])	MPO15A	9/30/2019	ROW is certified. Finalizing Utility coordination / certification prior to NTP with construction.
\$221,800.00	Tim Elsea	Elsea, Tim	Lynn Garden Signal System [MTPO & City funded]	MPO15C	1/31/2018	Preliminary design plans sent to TDOT for review.
\$152,293.29	Chad Austin	Hank Clabaugh	Cliffside Dr Force Main Replacement	TBD	12/3/2016	The City has recommended awarding the pipebursting contract to Portland Utilities.
\$131,000.00	Chad Austin	Chad Austin	JB Dennis Annexation - Water	GP1405	12/31/2016	Agreement has been signed by Bloomingdale Utility District. They are going to contract with American Environmental for the work
\$91,060.00	Niki Ensor	Mason, David	Storage Building at Waste Water Treatment Plant	SW1607	10/31/2016	Foundation work underway.
\$90,000.00	Chad Austin	Hank Clabaugh	Kingsport South Annexation - Water	TBD	4/3/2017	Plans have been designed. To be bid in October.
\$90,000.00	Kitty Frazier	Clabaugh, Hank	Reedy Creek Terrace Bridge	ST1503	12/31/2016	Deed and easement documents are being worked out.
\$77,357.00		Mason, David	Bays Mountain Park CIP Improvements	GP1509	10/31/2016	Construction continues on boathouse. Awaiting new barge to begin dock work.
\$48,967.00	Kitty Frazier	Mason, David	Domtar Park Storage Building	GP1542	1/7/2017	Building released for fabrication.
\$15,000.00	Chad Austin	Harvey Page	Centennial Park sewer line replacement - Main St.	Operations	10/28/2016	Constuction of rehab delayed due to emergency response on Center St. and also coordinating efforts around "October Fest" event.
		Mason, David	Borden Park Improvements Phase 1	GP1510	5/31/2017	Grant funding approved. Negotiating design agreement with BWSC.
		Mason, David	Water/Wastewater/Stormwater Office	SW1606/ WA1602	7/1/2017	Bids received 9/13. Transferring the necessary funds to the project account.
	Chad Austin	Chris Alley	Camp Bays Mountain Annexation		4/30/2017	Annexation is effective 7 October 2016. Customer is planning to open for the summer 2017.

Estimated Cost	Project Owner	Project Manager	Project Name	Project #	Completion Date	CurrentStatus
	Chad Austin	Mike Hickman	Colonial Heights Ph V Sewer & Water	SW1512/ WA1404	12/29/2017	The final alignment is almost complete. The City has begun to acquire easements.
	Chad Austin/Steve Robbins	David Edwards	Site Improvements - Konnarock Water Services Center			Bid advertisement sement
	Chris McCartt	Mason, David	Meadowview Renovations	MV1600	3/31/2017	Carpet is on order. Project to advertise for bids in October.
	Chris McCartt	Mason, David	New KATS Transit Center		12/31/2017	In design.
	Morris Baker	Mason, David	Library Children's Area	GP1400	12/31/2017	Design documents received. Under review.
	Morris Baker	Mason, David	Bays Mountain Dam Rehabilitation	GP1707	12/31/2017	Design contract presented for BMA approval 10/4.

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## **AGENDA**

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

#### **BUSINESS MEETING**

**Tuesday, October 4, 2016, 7:00 p.m.  
City Hall, 225 W. Center St., Courtroom, 2<sup>nd</sup> Floor**

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

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

Alderman Michele Mitchell  
Alderman Tommy Olterman  
Alderman Tom C. Parham

#### **City Administration**

Jeff Fleming, City Manager  
Chris McCartt, Assistant City Manager for Administration  
Ryan McReynolds, Assistant City Manager for Operations  
J. Michael Billingsley, City Attorney  
James Demming, City Recorder/Chief Financial Officer  
David Quillin, Police Chief  
Craig Dye, Fire Chief  
Morris Baker, Community Services Director  
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 – Pastor Sam Ward, Mountain View United Methodist Church**

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

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

1. Fire Department Accreditation Team (Alderman George)
2. Keep Kingsport Beautiful Beautification Awards (Alderman Duncan)
3. National Safe Communities Day (Mayor Clark)

**V. APPROVAL OF MINUTES**

1. Work Session – September 19, 2016
2. Business Meeting – September 20, 2016

**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. Accept Funds Received from Sullivan County to Assist with Purchasing a Fire Truck and Appropriate the Funds (AF: 251-2016) (Craig Dye)
  - Ordinance – First Reading
2. Award Contract and Budget Ordinance to Transfer Funds for the Konnarock Rd Water/Sewer Office Project (AF: 254-2016) (Ryan McReynolds, Chad Austin)
  - Ordinance – First Reading
  - Resolution
3. Appropriate \$22,193.00 from the USDOJ / Bureau of Justice Assistance Grant FY 2016 Local Solicitation (AF: 256-2016) (David Quillin)
  - Ordinance – First Reading
4. Fund Stormwater Improvements on Belvedere Street with Unused CIP Funds (AF: 250-2016) (Ryan McReynolds)
  - Ordinance – First Reading
5. Appropriate Funding for a Section 5339 (b) Grant Application (AF: 257-2016) (Chris McCartt)
  - Ordinance – First Reading
6. Appropriate Federal Funds for A&E Services for KATS Transit Center Project (AF: 168-2016) (Chris McCartt)
  - Ordinance – First Reading

Added 10/3/16

**C. BUSINESS MATTERS REQUIRING FINAL ADOPTION**

1. Annex/Adopt Plan of Service for the 4308 Grey Fox Drive Annexation and Amend Zoning (AF: 224-2016) (Jessica Harmon)
  - Ordinance – **Second Reading and Final Adoption**

2. Amend the Senior Advisory Council Funds/Senior Trips (AF: 242-2016) (Shirley Buchanan)
  - Ordinance - **Second Reading and Final Adoption**
3. Appropriate \$6,633 from the USDOJ/Office of Justice Programs, Bulletproof Vest Partnership Funding (AF: 247-2016) (David Quillin)
  - Ordinance – **Second Reading and Final Adoption**
4. Amend the FY 2017 General Purpose School Fund Budget (AF: 248-2016) (David Frye)
  - Ordinance – **Second Reading and Final Adoption**

**D. OTHER BUSINESS**

1. Agreement with Spoden & Wilson for Design Services Related to Repairs at Bays Mountain Dam (AF: 253-2016) (Morris Baker)
  - Resolution
2. Signal Maintenance Agreement with the Tennessee Department of Transportation (TDOT) for Modifications to Existing Traffic Signals (AF: 255-2016) (Ryan McReynolds)
  - Resolution
3. Amendment Number One (Contract Time Extension) with the Tennessee Department of Transportation (TDOT) for the Greenbelt Pedestrian Bridge at Rotherwood (AF: 261-2016) (Ryan McReynolds)
  - Resolution

**E. APPOINTMENTS**

None

**VII. CONSENT AGENDA**

Withdrawn 10/3/16

- ~~1. Acquisition of Property for Stormwater Management (AF: 252-2016) (Ryan McReynolds)
  - ~~• Resolution~~~~
2. Approval of Additional Easements and Rights-of-Way (AF: 259-2016) (Ryan McReynolds)
  - Approve Offers

**VIII. COMMUNICATIONS**

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

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

**IX. ADJOURN**

Minutes of the Regular Work Session of the  
Board of Mayor and Aldermen, City of Kingsport, Tennessee  
Monday, September 19, 2016, 4:30 PM  
Council Room – City Hall

PRESENT: Board of Mayor and Aldermen

Mayor John Clark

Vice-Mayor Mike McIntire

Alderman Darrell Duncan

Alderman Colette George

Alderman Michele Mitchell

Alderman Tommy Olterman

Alderman Tom C. Parham

City Administration

Jeff Fleming, City Manager

J. Michael Billingsley, City Attorney

James H. Demming, City Recorder

1. **CALL TO ORDER:** 4:30 p.m. by Mayor Clark.
2. **ROLL CALL:** By Deputy City Recorder Marshall.
3. **CENTENNIAL COMMISSION UPDATE.** Mr. Jeff McCord gave a presentation on this item and answered questions from the board.
4. **FIRE FACILITIES MASTER PLAN.** Fire Chief Dye, Fire Captain Shea Payne and a representative from Cain, Rash, and West presented this item to the board. There was some discussion.
5. **QUARTERLY FINANCIALS AND PROJECTS STATUS.** City Manager Fleming provided details on this item.
6. **REVIEW OF AGENDA ITEMS ON THE SEPTEMBER 20, 2016 REGULAR BUSINESS MEETING AGENDA.** City Manager Fleming and members of staff gave a summary or presentation for each item on the proposed agenda. The following items were discussed at greater length or received specific questions or concerns.

*(NOTE: At this time, Item VI.D.4 was discussed first, out of order, to accommodate members in the audience.)*

**VI.D.1 Agreement to Subordinate a Sewer Tap Fee Lien For Property Located Inside the City Limits at 115 Lindkaye Drive (AF: 243-2016).** City Manager Fleming stated this was necessary because they have a lien and they want to refinance.

**VI.D.2 Accept the Proposal of BlueCross BlueShield of Tennessee, Inc. as the Third Party Administrator/ASO for the City of Kingsport Self-Funded Health Insurance Program (AF: 238-2016).** City Manager Fleming pointed out this will ultimately result in savings to the employees.

**Minutes of the Regular Work Session of the Board of Mayor and Aldermen of Kingsport, Tennessee, Monday, September 19, 2016**

**VI.D.4 Enter into an Interlocal Agreement with Surgoinville to Provide Emergency Services for Sewer Maintenance** (AF: 246-2016). Attorney Joe May provided information on this item, confirming there are already similar agreements in place for Mount Carmel and Church Hill. The mayor noted how these agreements promote regionalism for the area.

**VI.D.7 Apply for and Receive TDOT Transportation Alternative Grant for Further Development of the Kingsport Greenbelt from Cleek Road to Orebank Road** (AF: 245-2016). Vice-Mayor McIntire asked how soon we could expect to hear back. Parks and Recreation Director Kitty Frazier replied it would probably be in the spring.

**VII.1 Proposed Stormwater Annual Compliance Report** (AF: 226-2016). The mayor explained this would be a four year commitment for these board members, in addition to the eight months they have already put in since the Summit. Development Services Director Tully gave further details on the board members. She stated the terms are not staggered, noting they would like to have consistency since all the members were in the Summit. Ms. Mary McNabb, citizen, asked the board to consider adding more citizens to this committee.

**VIII.D ASSISTANT CITY MANAGER OF OPERATIONS/PUBLIC WORKS DIRECTOR**  
– Emergency purchase of front end loader pursuant to Section 2-605. City Manager Fleming stated that last week the BMA was consulted individually about this item. Assistant City Manager for Operations Ryan McReynolds provided further details, noting this was an emergency situation where a garbage truck caught on fire and was beyond repair. He stated this is usually a nine month process and he was thankful for the BMA and staff who acted quickly.

**7. ADJOURN.** Seeing no other matters presented for discussion at this work session, Mayor Clark adjourned the meeting at 5:43 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, September 20, 2016, 7:00 PM  
Large Court Room – City Hall

PRESENT:

Board of Mayor and Aldermen

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Alderman Michele Mitchell  
Alderman Tommy Olterman  
Alderman Tom C. Parham

City Administration

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

- I. **CALL TO ORDER:** 7:00 p.m., by Mayor John Clark.
- II.A. **PLEDGE OF ALLEGIANCE TO THE FLAG:** Dobyms-Bennett Students in Dr. Good's Government Class.
- II.B. **INVOCATION:** Pastor David A. Cagle, First Presbyterian Church.
- III. **ROLL CALL:** By City Recorder Demming. All Present.
- IV. **RECOGNITIONS AND PRESENTATIONS.**
  1. Healthy Kingsport's Nutrition Toolkit Video.
- V. **APPROVAL OF MINUTES.**

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

- A. September 6, 2016 Regular Work Session
- B. September 6, 2016 Regular Business Meeting

Approved: All present voting "aye."

**VI. COMMUNITY INTEREST ITEMS.**

- A. **PUBLIC HEARINGS.** None.

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

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, September 20, 2016**

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

**1. Amend the Senior Advisory Council Funds/Senior Trips**  
(AF: 242-2016) (Shirley Buchanan).

Motion/Second: McIntire/George, to pass:

AN ORDINANCE TO AMEND THE SENIOR CITIZENS ADVISORY FUND BUDGET BY APPROPRIATING FUNDS RECEIVED FROM SENOR CITIZENS THE YEAR ENDING JUNE 30, 2017; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**2. Appropriate \$6,633 from the USDOJ/Office of Justice Programs Bulletproof Vest Partnership Funding** (AF: 247-2016) (David Quillin).

Motion/Second: Duncan/Mitchell, 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, 2017; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**3. Amend the FY17 General Purpose School Fund Budget**  
(AF: 248-2016) (David Frye).

Motion/Second: McIntire/Parham, to pass:

**Resolution No. 2017-051**, A RESOLUTION ACCEPTING A DONATION OF FROM THE FIRST BROAD STREET UNITED METHODIST CHURCH FOR THE KINGSFORT CITY SCHOOLS

Passed: All present voting "aye."

Motion/Second: McIntire/Duncan, to pass:

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

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

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

~~1. Annex/Adopt Plan of Service for the 4308 Grey Fox Drive Annexation and Amend Zoning~~ (AF: 224-2016) (Jessica Harmon).

This item was pulled until the October 4, 2016 BMA Regular Business Meeting.

**2. Amend Zoning on Roller Street Located Behind the Kingsport City Schools and Press, LLC Building** (AF: 229-2016) (Ken Weems).

Motion/Second: McIntire/Mitchell, to pass:

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**ORDINANCE NO. 6601**, AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY ADJACENT TO ROLLER STREET FROM R-4, MEDIUM DENSITY APARTMENT DISTRICT TO B-2E, CENTRAL BUSINESS EDGE DISTRICT IN THE 11<sup>TH</sup> CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**3. Amend Zoning Code Pertaining to Alcoholic Beverage Sales in the B-2 Central Business District (AF: 230-2016) (Ken Weems).**

Motion/Second: Mitchell/Parham, to pass:

**ORDINANCE NO. 6602**, AN ORDINANCE TO FURTHER AMEND THE CODE OF ORDINANCES, CITY OF KINGSFORT, TENNESSEE, CHAPTER 114, SECTION 114-143; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**4. Appropriate Grant Funds and Transfer Funds to Purchase Property at Bays Mountain (AF: 233-2016) (Morris Baker, Ken Childress).**

Motion/Second: McIntire/George, to pass:

**ORDINANCE NO. 6603**, AN ORDINANCE TO AMEND THE GENERAL PROJECT FUND BUDGET BY APPROPRIATING GRANT FUNDS AND BY TRANSFERRING FUNDS FROM VARIOUS PROJECTS FOR BAYS MOUNTAIN LAND ACQUISITION FOR THE YEAR ENDING JUNE 30, 2017; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**5. Amend the Code of Ordinances to Authorize Enforcement of T.C.A. Section 6-54-133 Pertaining to the Removal of Vegetation and Debris from Certain Lots (AF: 235-2016) (Mike Billingsley).**

Motion/Second: McIntire/Mitchell, to pass:

**ORDINANCE NO. 6604**, AN ORDINANCE AMENDING SECTIONS 22-616 THROUGH 22-620 OF THE CODE OF ORDINANCES, CITY OF KINGSFORT, TENNESSEE, AUTHORIZING ENFORCEMENT OF TENNESSEE CODE ANNOTATED SECTION 6-54-113 PERTAINING TO THE REMOVAL OF VEGETATION AND DEBRIS FROM CERTAIN LOTS, INCLUDING THE PROCEDURE, PENALTY AND LIEN PROVISIONS; ADDING A SECTION NUMBERED SECTION 22-621 PERTAINING TO THE PROVISIONS BEING SUPPLEMENTAL TO SIMILAR AUTHORITY; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

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**6. Purchase Order to OW Hospitality to Provide Custom Axminster Carpeting for Renovations to the Meadowview Convention Center (AF: 228-2016) (Chris McCartt).**

Motion/Second: Parham/Duncan, to pass:

**ORDINANCE NO. 6605**, AN ORDINANCE TO AMEND THE REGIONAL SALES TAX FUND AND MEADOWVIEW PROJECT FUND BUDGETS FOR THE YEAR ENDING JUNE 30, 2017; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**7. Accept a Donation from Domtar and Appropriate Funds (AF: 239-2016) (Craig Dye, Berry Brickey).**

Motion/Second: McIntire/George, to pass:

**ORDINANCE NO. 6606**, AN ORDINANCE TO AMEND THE GENERAL FUND BUDGET BY APPROPRIATING DONATED FUNDS RECEIVED FROM DOMTAR FOR THE YEAR ENDING JUNE 30, 2017; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**D. OTHER BUSINESS.**

**1. Agreement to Subordinate a Sewer Tap Fee Lien For Property Located Inside the City Limits at 115 Lindkaye Drive (AF: 243-2016) (Jim Demming).**

Motion/Second: George/Olterman, to pass:

**Resolution No. 2017-052**, A RESOLUTION APPROVING A SUBORDINATION AGREEMENT WITH CARRINGTON MORTGAGE SERVICES INC. FOR CLAY IRVIN HUTSON AND BRENDA KAY HUTSON, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

**2. Accept the Proposal of BlueCross BlueShield of Tennessee, Inc. as the Third Party Administrator/ASO for the City of Kingsport Self-Funded Health Insurance Program (AF: 238-2016) (Terri Evans) .**

Motion/Second: McIntire/Parham, to pass:

**Resolution No. 2017-053**, A RESOLUTION ACCEPTING THE PROPOSAL OF BLUECROSS BLUESHIELD OF TENNESSEE, INC. AS THE THIRD PARTY ADMINISTRATOR FOR THE CITY OF KINGSFORT SELF-FUNDED HEALTH INSURANCE PROGRAM AND AUTHORIZING THE MAYOR TO SIGN AN

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AGREEMENT WITH BLUECROSS BLUESHIELD OF TENNESSEE, INC. AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

**3. Amend Resolution 2017-029 (AF: 244-2016) (Mike Billingsley).**

Motion/Second: Olterman/Duncan, to pass:

**Resolution No. 2017-054**, A RESOLUTION AMENDING RESOLUTION NO. 2017-029, AWARDING THE BID FOR THE PURCHASE OF ONE FIRE PUMPER APPARATUS TO MID-SOUTH EMERGENCY EQUIPMENT, INC.

Passed: All present voting "aye."

**4. Enter into an Interlocal Agreement with Surgoinsville to Provide Emergency Services for Sewer Maintenance (AF: 246-2016) (Ryan McReynolds).**

Motion/Second: George/Mitchell, to pass:

**Resolution No. 2017-055**, A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT WITH SURGOINSVILLE, TENNESSEE TO PROVIDE EMERGENCY SERVICES FOR SEWER MAINTENANCE, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

**5. Approve Settlement of an Eminent Domain Lawsuit (AF: 232-2016) (Mike Billingsley).**

Motion/Second: Olterman/Duncan, to pass:

**Resolution No. 2017-056**, A RESOLUTION AUTHORIZING SETTLEMENT OF A LAWSUIT; AUTHORIZING ATTORNEYS FOR THE CITY TO EXECUTE AND ENTER ORDERS REGARDING THE SAME AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO COMPLETE THE SETTLEMENT

Passed: All present voting "aye."

**6. Approve a Detailed Bond Resolution Authorizing the Issuance of General Obligation Public Improvement Bonds (AF: 249-2016) (Jim Demming, Jeff Fleming).**

Motion/Second: McIntire/Parham, to pass:

**Resolution No. 2017-057**, RESOLUTION AUTHORIZING THE EXECUTION, TERMS, ISSUANCE, SALE, AND PAYMENT OF NOT TO EXCEED \$23,225,000 GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS, SERIES 2016, OF THE CITY OF KINGSFORT, TENNESSEE, AND PROVIDING THE DETAILS THEREOF

Passed: All present voting "aye."

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**7. Apply for and Receive TDOT Transportation Alternative Grant for Further Development of the Kingsport Greenbelt from Cleek Road to Orebank Road (AF: 245-2016) (Kitty Frazier, Morris Baker).**

Motion/Second: Parham/Mitchell, to pass:

**Resolution No. 2017-058**, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A TENNESSEE DEPARTMENT OF TRANSPORTATION "TRANSPORTATION ALTERNATIVE GRANT" FOR FURTHER DEVELOPMENT OF THE GREENBELT

Passed: All present voting "aye."

**E. APPOINTMENTS/REAPPOINTMENTS.** None.

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

Motion/Second: McIntire/George, to adopt:

**1. Proposed Stormwater Annual Compliance Report**  
(AF: 226-2016) (Ryan McReynolds).

Pass:

**Resolution No. 2017-059**, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A STORMWATER ANNUAL COMPLIANCE REPORT AS REQUIRED BY THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION

Passed: All present voting "aye."

**VIII. COMMUNICATIONS.**

**A. CITY MANAGER.** Mr. Fleming stated the Kingsport Police Department won first place in the Traffic Safety Law Enforcement Challenge. He also stated that Nancy Fender was being named dispatcher of the year.

**B. MAYOR AND BOARD MEMBERS.** Alderman Olterman commented on the Medal of Honor recipient speaker at Food City today. Alderman George stated several board members had toured the water tunnel project, noting it was a unique experience to see what was going on under the city without anyone knowing. Alderman Duncan stated his tie was signed by Mr. Good's government class, noting some of those students were in attendance. He also mentioned that Coach Graham Clark would be inducted into the Tennessee Hall of Fame later this year. Alderman Mitchell commented on the recent play by the Kingsport Theatre Guild, noting it was part of the downtown series with the performances held at Shabby Allie's Boutique. She stated there will be a meet and greet at Warrior's Path on September 24 to promote "The Lion, the Witch, and the Wardrobe," noting that play opens on September 30. Ms.

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Mitchell also talked about the "Write through the Night" event being held at the State Theatre as well as their upcoming production of "Romeo and Juliet" opening on November 4. Lastly, she invited everyone to "Sip and Stroll" on October 6. Alderman Parham commented on a successful fundraising even for the animal shelter over the weekend and also on the uniqueness of ONEKingsport. Mayor Clark stated he had the privilege to do the stair climb of 110 floors with the fire department on 9/11 to commemorate the 343 fire fighters who lost their life. He also commended the police department and thanked them for their professionalism in their jobs.

C. VISITORS. None.

D. ASSISTANT CITY MANAGER OF OPERATIONS/PUBLIC WORKS DIRECTOR – Emergency purchase of front end loader pursuant to Section 2-605.

IX. **ADJOURN.** Seeing no other business for consideration at this meeting, Mayor Clark adjourned the meeting at 7:46 p.m.

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ANGELA MARSHALL  
Deputy City Recorder

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JOHN CLARK  
Mayor



**AGENDA ACTION FORM**

**Accept Funds Received from Sullivan County to Assist with Purchasing a Fire Truck and Appropriate the Funds**

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

Action Form No.: AF-251-2016  
Work Session: October 3, 2016  
First Reading: October 4, 2016

Final Adoption: October 18, 2016  
Staff Work By: Committee  
Presentation By: Craig Dye

**Recommendation:**

Approve the Budget Ordinance.

**Executive Summary:**

The City of Kingsport is receiving \$168,817.00 from Sullivan County to assist in purchasing a fire truck. Sullivan County provides funds for fire truck purchases to Cities and Volunteer Fire Departments on a rotating basis. This year the City of Kingsport is to receive those funds. The City has received funds previously from Sullivan County to assist with a Fire Truck Purchase in 2006.

The City will use these funds to offset the cost of an E-One Cyclone II Rescue Pumper purchased from Mid-South Emergency Equipment in the amount of \$524,488.00. The BMA approved the purchase of this replacement pumper on 08/16/16 and it has been ordered by the Procurement Department.

The Contract language has been approved by the City Attorney and County Mayor in order to receive these funds. The documents are ready to be signed by the Mayor.

**Attachments:**

- 1. Ordinance
- 2. Agreement

Funding source appropriate and funds are available: *JF*

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

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

AN ORDINANCE TO AMEND THE FLEET FUND BUDGET BY APPROPRIATING DONATED FUNDS RECEIVED FROM SULLIVAN COUNTY TO ASSIST IN PURCHASING A FIRE TRUCK FOR THE YEAR ENDING JUNE 30, 2017; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Fleet Fund operating budget be amended by appropriating funds received from Sullivan County as a donation in the amount of \$168,817 to assist in purchasing a fire truck. The contract language has been approved by the City Attorney and County Mayor for the purchase of the fire truck. The fire truck was purchased from the Fleet Fund.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b>Fund 511: Fleet Fund</b>			
<b>Revenues:</b>	\$	\$	\$
511-0000-333-2700 County Revenue	0	168,817	168,817
<b>Totals:</b>	<u>0</u>	<u>168,817</u>	<u>168,817</u>
<b>Expenditures:</b>	\$	\$	\$
511-5008-501-9010 Replacement Vehicles	0	168,817	168,817
<b>Totals:</b>	<u>0</u>	<u>168,817</u>	<u>168,817</u>

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: \_\_\_\_\_

**WHEREAS, THE CITY OF KINGSPORT, TENNESSEE** (hereinafter referred to as "Kingsport") provides emergency fire services to the citizens of its surrounding community; and

**WHEREAS**, Sullivan County, Tennessee provides certain funding to fire departments who provide valuable services to its citizens; and,

**WHEREAS**, in exchange for Sullivan County, Tennessee appropriating funds in the sum of ONE HUNDRED SIXTY EIGHT THOUSAND EIGHT HUNDRED SEVENTEEN DOLLARS AND ZERO CENTS (\$168,817.00) for the 2016-2017 fiscal year and Kingsport accepting said funds, Kingsport agrees to the following:

1. The term of this agreement shall be for twenty (20) years beginning on the date of execution of this agreement by Kingsport.

2. The entire amount of funds appropriated by Sullivan County as set out herein shall be paid by Sullivan County towards the purchase of a front-line pumper fire truck (hereinafter referred to as "fire truck") for the sole use and benefit of Kingsport.

3. Fire truck shall be titled in the name of Kingsport and Sullivan County shall be listed as a lienholder on the title to said fire truck to secure this agreement

4.(a) To the extent permitted by state law, Kingsport agrees to defend, hold harmless and indemnify Sullivan County, Tennessee, its governing body, officers and employees from and against any and all claims, loss, damages, liability or expense, including reasonable attorney fees and expenses of litigation, arising out of or in any way related to the purchase and/or use of the aforesaid fire truck, any accident in which the fire truck is involved, or from any damage, neglect, misadventure, willful act or omission arising from or in any way growing out of the use, misuse or abuse of the fire truck or in any way growing out of the acts or omissions of the employees, agents, officers or guests of Kingsport. Kingsport agrees to maintain at all times adequate insurance for such purposes including liability insurance as hereafter set forth.

(b) Kingsport shall at all times during the term of this Agreement maintain auto liability insurance on the fire truck adequate to comply with governmental tort liability act and shall list Sullivan County as an additional insured on such policy. Also, as Sullivan County is listed as a lien holder on the subject vehicle, Kingsport shall at all times during the term of this Agreement maintain appropriate auto physical damage coverage.

(c) Kingsport agrees to furnish to Sullivan County, upon request, Certificate(s) of Insurance verifying such coverage.

5. Kingsport shall not sell, trade, rent or give away the fire truck at any time for the term of the Agreement.

6. Kingsport shall provide to Sullivan County a copy of the invoice evidencing the proposed purchase of the fire truck prior to a warrant being issued by Sullivan County toward such purchase, and Kingsport shall notify, in writing, the Sullivan County Risk Manager of receipt of the fire truck upon delivery, with said notice to include the fire truck's make, model and identification number.

7. Kingsport agrees not to encumber the fire truck or pledge same as collateral in any form or fashion other than for original purchase money security interest for sums necessary to purchase said fire truck over and above those funds appropriated by Sullivan County unless by express written consent of the county legislative body.

8. In the event Kingsport ceases to provide emergency fire services, the fire truck shall immediately be surrendered to Sullivan County for disposition.

9. At no time shall it be construed that Sullivan County by appropriating funds toward the purchase of the fire truck has created a relationship of co-partners between Sullivan County and Kingsport or as making Kingsport an agent, representative or employee of Sullivan County. Any and all personnel of Kingsport shall have no contractual relationship with Sullivan County and shall not be considered employees of Sullivan County. Any and all claims alleging violation of any state or

federal employee rights, including, but not limited to, discrimination claims and claims under the Unemployment Compensation Act or Worker's Compensation Act of the State of Tennessee, shall in no way be the responsibility of Sullivan County. To the extent permitted by state law, Kingsport shall defend, indemnify and hold Sullivan County, its officers, agents and employees harmless from any and all such claims including reasonable attorney's fees and expenses. Such personnel of Kingsport shall neither require nor be entitled to any compensation, rights of benefits of any kind whatsoever from Sullivan County.

10. Kingsport shall at all times maintain compliance with federal, state and local laws and regulations with regard to its purpose, activities, policies and procedures and provision of emergency and community services.

11. Kingsport agrees that in the event it breaches or violates any of the aforesaid covenants contained herein, that, upon request, it will reimburse Sullivan County, Tennessee a pro-rated share of such sums appropriated for the purchase of a front-line pumper fire truck with the amount of reimbursement to be determined by decreasing the original appropriation by five percent for each year subsequent to said appropriation over a twenty year period (i.e., 1<sup>st</sup> year, 100%, 2<sup>nd</sup> year, 95%, 3<sup>rd</sup> year, 90%, etc.).

*IN TESTIMONY WHEREOF*, Kingsport, through its duly authorized officer(s) has hereunto executed this instrument for the purposes herein expressed, this the \_\_\_\_\_ day of

\_\_\_\_\_.

**CITY OF KINGSPORT, TENNESSEE**

BY \_\_\_\_\_

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

STATE OF TENNESSEE  
COUNTY OF SULLIVAN:

Before me, the undersigned authority, of the state and county aforesaid, personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be \_\_\_\_\_ of the CITY OF KINGSPORT, TENNESSEE, the within-named bargainor, and that he/she as such \_\_\_\_\_ executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as \_\_\_\_\_.

WITNESS my hand and seal, at office in \_\_\_\_\_, Tennessee, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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

My Commission Expires:  
\_\_\_\_\_



**AGENDA ACTION FORM**

**Award Contract and Budget Ordinance to Transfer Funds for the Konnarock Rd Water/Sewer Office Project**

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

Action Form No.: AF-254-2016  
 Work Session: October 3, 2016  
 First Reading: October 4, 2016  
 Final Adoption: October 18, 2016  
 Staff Work By: C. Austin  
 Presentation By: R. McReynolds;/ C. Austin

**Recommendation:**

Approve the Budget Ordinance and Resolution.

**Executive Summary:**

In 2011, the City purchased the "Pet Diary" property located next door to the Water/Sewer Maintenance offices at 1113 Konnarock Rd. It was determined at that time that there was a need to relocate offices for Water and Sewer Maintenance to the main building, because of limited space in the current facility, and use the existing office space for future warehouse space for better control of inventory.

While discussing this move, it was determined that there would be ample room to relocate the Stormwater Maintenance functions to this building, aligning the maintenance functions of drinking water, storm water, and waste water, along with opening up room in Streets and Sanitation for future needs. The offices required for drinking water, storm water, and waste water services will occupy the main floor of the building and around one third of the top floor. The bottom floor will be used for storage of equipment, tools and materials.

The office renovations consist of complete rebuild of the electrical, HVAC, and plumbing systems because the existing systems were designed for use of a dairy facility, not lending itself to efficient office uses. The building was completely demolished inside during a previous project to prepare for these renovations. This project will include all of the previously mentioned upgrades along with building new office, meeting, and training spaces. An elevator was required to provide for ADA access to all floors. Total square footage for the upgrades is around 17,000 square feet.

(Continued on next page.)

**Attachments:**

1. Continuation of Executive Summary
2. Budget Ordinance
3. Contract Award Resolution
4. Bid Tabulation
5. Location Map

Funding source appropriate and funds are available: 

	Y	N	O
Duncan	—	—	—
George	—	—	—
McIntire	—	—	—
Mitchell	—	—	—
Otterman	—	—	—
Parham	—	—	—
Clark	—	—	—

**Executive Summary continued**

**AF: 254-2016**

We recommend to award the contract to the low bidder, Beuris Construction. The total project cost is as follows:

Base bid	\$1,548,370
Alternatives	\$45,000
<u>Contingency (6%)</u>	<u>\$95,700</u>
Total	\$1,689,070

Funding is available in the Water Fund, Sewer Fund, and Stormwater Fund.

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

AN ORDINANCE TO AMEND THE WATER, SEWER AND STORM WATER PROJECT FUND BUDGETS BY TRANSFERRING FUNDS FOR THE FACILITIES IMPROVEMENTS PROJECTS FOR THE YEAR ENDING JUNE 30, 2017; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Water Project Fund budget be amended by transferring \$451,034 from the Water Maintenance Facility Improvement project (WA1602) to the Water Maintenance Facilities Improvement project (WA1703), that the Sewer Fund Budget be amended by transferring \$471,389 from the Maintenance Facility project (SW1606) to the Sewer Maintenance Facility project (SW1705) and that the Storm Water Project Fund budget be amended by appropriating \$450,000 from the Storm Water Fund Balance to the Storm Water Maintenance Facility Improvement project (ST1708).

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b>Fund 451 Water Fund</b>			
<b>WA Maint. Facilities Imp (WA1602)</b>			
<b>Revenues:</b>			
451-0000-391-4500 From Water Fund	\$ 500,000	\$ (451,034)	\$ 48,966
<b>Totals:</b>	<b>500,000</b>	<b>(451,034)</b>	<b>48,966</b>
<b>Expenditures:</b>			
451-0000-605-2023 Arch/Eng/Landscaping	50,000	(1,150)	48,850
451-0000-605-9003 Improvements	450,000	(449,884)	116
<b>Totals:</b>	<b>500,000</b>	<b>(451,034)</b>	<b>48,966</b>
 <b>Fund 451 Water Fund</b>			
<b>WA Maint Facility Imp. (WA1703)</b>			
<b>Revenues:</b>			
451-0000-391-45200 From Water Fund	\$ 350,000	\$ 451,034	\$ 801,034
<b>Totals:</b>	<b>350,000</b>	<b>451,034</b>	<b>801,034</b>
<b>Expenditures:</b>			
451-0000-605-2023 Arch/Eng/Landscaping	50,000	0	50,000
451-0000-605-9003 Improvements	300,000	451,034	751,034
<b>Totals:</b>	<b>350,000</b>	<b>451,034</b>	<b>801,034</b>
 <b>Fund 452 Sewer Fund</b>			
<b>Maintenance Facility Imp. (SW1606)</b>			
<b>Revenues:</b>			
452-0000-391-4200 From Sewer Fund	\$ 522,560	\$ (471,389)	\$ 51,171
<b>Totals:</b>	<b>522,560</b>	<b>(471,389)</b>	<b>51,171</b>
<b>Expenditures:</b>			
452-0000-606-2023 Arch/Eng/Landscaping	50,805	0	50,805
452-0000-606-9003 Improvements	471,755	(471,389)	366
<b>Totals:</b>	<b>522,560</b>	<b>(471,389)</b>	<b>51,171</b>

**Fund 452 Sewer Fund  
SW Maint Facility Imp (SW1705)**

**Revenues:**

452-0000-391-4200 From Sewer Fund

**Totals:**

\$	\$	\$
350,000	471,389	821,389
<b>350,000</b>	<b>471,389</b>	<b>821,389</b>

**Expenditures:**

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

452-0000-606-9003 Improvements

**Totals:**

30,000	0	30,000
320,000	471,389	791,389
<b>350,000</b>	<b>471,389</b>	<b>821,389</b>

**Fund 417 Storm Water Fund**

**Revenues:**

417-0000-392-0100 Fund Balance Appropriation

**Totals:**

\$	\$	\$
95,454	450,000	545,454
<b>95,454</b>	<b>450,000</b>	<b>545,454</b>

**Expenditures:**

417-6996-696-7605 CIP Transfers/Storm Water Proj Fund

**Totals:**

425,000	450,000	875,000
<b>425,000</b>	<b>450,000</b>	<b>875,000</b>

**Fund 457 Storm Water Fund  
Storm Water Facility Imp. (ST1708)**

**Revenues:**

457-0000-391-9500 From Storm Water Fund

**Totals:**

\$	\$	\$
0	450,000	450,000
<b>0</b>	<b>450,000</b>	<b>450,000</b>

**Expenditures:**

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

457-0000-622-9003 Improvements

**Totals:**

0	20,000	20,000
0	430,000	430,000
<b>0</b>	<b>450,000</b>	<b>450,000</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:

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

APPROVED AS TO FORM:

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

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

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

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

A RESOLUTION AWARDDING BID FOR THE KONNAROCK ROAD WATER/SEWER OFFICE PROJECT TO BEURIS CONSTRUCTION AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, bids were opened on September 13, 2016, for the Konnarock Road Water/Sewer Office Project; and

WHEREAS, upon review of the bids, the board finds Beuris Construction is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to enter into a contract for office renovations, including complete rebuild of electrical, HVAC, and plumbing systems.

WHEREAS, the project will include all upgrades for new offices, meeting and training spaces.

WHEREAS, an elevator will be installed to meet ADA requirements.

WHEREAS, the total square footage included in the renovation is around 17,000 square feet with an estimated construction cost of \$1,593,370.00; and

WHEREAS, funding is identified in project numbers SW1705, WA1703 and ST1708.

Now therefore,

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

SECTION I. That the bid for the Konnarock Road Water/Sewer Office Project for office renovations including a complete rebuild of electrical, HVAC, and plumbing systems in the amount of \$1,593,370.00 is awarded to Beuris Construction.

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, an agreement for the Konnarock Road Water/Sewer Office Project and all documents necessary and proper to effectuate the purpose of the agreement.

SECTION III. That the board finds that the actions authorized by this resolution are for a public purpose and will promote the health, comfort and prosperity of the 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 4<sup>th</sup> day of October, 2016.

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

ATTEST:

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

APPROVED AS TO FORM:

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



Architectural Services  
130 Regional Park Dr  
Kingsport, TN 37680  
PH: (423) 348-7160  
Fax: (423) 348-7413  
www.gicnc.com

CRW Project No. 201590

# BID TABULATION

## City of Kingsport Water/Wastewater Department Offices

September 13, 2016 4:00 P.M.



BIDDER	TN. LICENSE NO	ADDENDA		BID BOND	BASE BID	ALTERNATE 1 Front Dr. Repl.	ALTERNATE 2 New Alum. Canop.	ALTERNATE 3 Brick In-Fill	ALTERNATE 4 Stonhard Flooring	ALTERNATE 5 Network Backup	REMARKS
		ONE	TWO								
Armstrong Construction Co. 151 Shelby St. Kingsport, TN (423) 246-6185	1554 4/30/18	✓	✓	✓	\$1,662,400	\$ 7,100	\$ 12,200	\$ 9,250	\$ 7,900	\$ 9,400	KING ARM FELEC. BLAYLOCK PLUMB AIR MOVERS HVAC AIRONS ROOFS - GAS.
Beuris Construction 326 Hunters Crossing Ln. Kingsport, TN (423) 207-4787	60309 12/31/16	✓	✓	✓	\$1,548,370	\$ 7,000	\$ 10,000	\$ 9,000	\$ 8,000	\$ 11,000	KING ARM FELEC BLAYLOCK PLUMB LA FAYETTE AIRCON E. TN. SPRINKLER.
Comsa Construction 613 Coralwood Court Kingsport TN (423) 335-6094	00066633 3/31/17	✓	✓	✓	\$1,605,000	\$ 7,000	\$ 8,000	\$ 11,000	\$ 7,000	\$ 11,000	KING ARM FELEC GENE COX PLUMB LA FAYETTE AIRCOND.
JE Green Co. 303 E. Market Street Johnson City, TN 37601-4827 (423) 926-5161	NO BID				\$	\$	\$	\$	\$	\$	
Preston Construction Company 1503 Narrow Ln. Johnson City, TN (423) 926-0172	NO BID				\$	\$	\$	\$	\$	\$	
Quisenberry's, Inc. 104 E. 19th Street, P. O. Box Q Big Stone Gap, VA 24219-9718 (276) 523-0411	00015853 7/21/17	✓	✓	✓	\$1,679,000	\$ 6,700	\$ 9,500	\$ 12,000	\$ 9,600	\$ 11,500	PRECISION ELEC. S.B. WHITE PLUMB S.B. WHITE HVAC.
Trademark of VA, Inc. 329 Bonham Rd. Bristol, VA (276) 466-1008	NO BID				\$	\$	\$	\$	\$	\$	

Architect's Representative *Shirley West*

Owner's Representative *Judy Cradford*



New office building

Existing office /  
future warehouse

Traffic building

Water Plant  
Google earth

© 2016 Google



**AGENDA ACTION FORM**

**Appropriate \$22,193.00 from the USDOJ / Bureau of Justice Assistance Grant FY 2016  
Local Solicitation**

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

Action Form No.: AF-256-2016  
Work Session: October 3, 2016  
First Reading: October 4, 2016

Final Adoption: October 18, 2016  
Staff Work By: Captain Gore  
Presentation By: Chief Quillin

**Recommendation:**  
Approve the Budget Ordinance.

**Executive Summary:**  
On June 7, 2016, via Action Form 126, the Board of Mayor and Aldermen approved the Mayor executing any and all documents necessary to apply for and receive a US DOJ Bureau of Justice Assistance Grant. We have been notified that we were approved for \$22,193.00 which will be utilized to purchase equipment and/or technology improvements.

There are no matching fund requirements.

**Attachments:**  
1. Budget Ordinance

Funding source appropriate and funds are available: *JF*

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

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

AN ORDINANCE TO AMEND THE JUSTICE ASSISTANCE GRANT FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM THE USDOJ/BUREAU OF JUSTICE FOR THE YEAR ENDING JUNE 30, 2017; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Justice Assistance Grant Fund budget be amended by appropriating funds received from USDOJ Bureau of Justice in the amount of \$22,193 to the Justice Assistant Grant project (JG1700) for the purchase of equipment and/or technology improvements.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b>Fund 134: Justice Assist Grant Fund</b>			
<b>Justice Assistant Grant (JG1700)</b>			
<b>Revenues:</b>	\$	\$	\$
134-0000-331-4537 Bureau of Justice /JAG	0	22,193	22,193
<b>Totals:</b>	<b>0</b>	<b>22,193</b>	<b>22,193</b>

<b>Expenditures:</b>	\$	\$	\$
134-3030-443-9006 Purchases \$5,000 & Over	0	22,193	22,193
<b>Totals:</b>	<b>0</b>	<b>22,193</b>	<b>22,193</b>

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

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



**AGENDA ACTION FORM**

**Fund Stormwater Improvements on Belvedere Street with Unused CIP Funds**

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

Action Form No.: AF-250-2016  
 Work Session: October 3, 2016  
 First Reading: October 4, 2016  
 Final Adoption: October 18, 2016  
 Staff Work By: S. Robbins  
 Presentation By: McReynolds

**Recommendation:**  
 Approve the Ordinance.

**Executive Summary:**  
 Belvedere Street has a history of flooding during hard rain events and has impacted adjacent homes. Stormwater Utility plans to purchase two lots near the flooding area. These tracts include a sinkhole that receives runoff from adjacent properties. A storm drain will be installed from the flood prone area to the sinkhole. The construction will be included in the Colonial Heights Phase 4 sewer project. We request the project be funded with reallocation of \$168,263.00 in unused CIP funds from previous projects (ST 1304 & ST 1601).

- Attachments:**
1. Ordinance
  2. Location Map

Funding source appropriate and funds are available: *JF*

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

# PRE-FILED CITY RECORDER

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

AN ORDINANCE TO AMEND THE STORM WATER PROJECT FUND BUDGETS BY TRANSFERRING FUNDS TO THE BELVEDERE DRAINAGE IMPROVEMENT PROJECT FOR THE YEAR ENDING JUNE 30, 2017; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Storm Water Project Fund budget be amended by transferring \$50,000 from the TDEC Stream Monitoring project. (ST1601) to the Belvedere Drainage Improvement project (ST1709) and by transferring \$118,263 from the Pendleton Place project (ST1304) to the Belvedere Drainage Improvement project (ST1709). The total transfer is \$168,263. Projects ST1304 and ST1601 will be closed.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b>Fund 457 Storm Water Fund</b>			
<b><u>TDEC Stream Monitoring (ST1601)</u></b>			
<b><u>Revenues:</u></b>			
457-0000-391-9500 From Storm Water Fund	\$ 50,000	\$ (50,000)	\$ 0
<b>Totals:</b>	<b>50,000</b>	<b>(50,000)</b>	<b>0</b>
<b><u>Expenditures:</u></b>			
457-0000-622-2022 Construction Contracts	50,000	(50,000)	0
<b>Totals:</b>	<b>50,000</b>	<b>(50,000)</b>	<b>0</b>
<b>Fund 457 Storm Water Fund</b>			
<b><u>Pendleton Place (ST1304)</u></b>			
<b><u>Revenues:</u></b>			
457-0000-391-9500 From Storm Water Fund	\$ 120,000	\$ (118,263)	\$ 1,737
<b>Totals:</b>	<b>120,000</b>	<b>(118,263)</b>	<b>1,737</b>
<b><u>Expenditures:</u></b>			
457-0000-622-2022 Construction Contracts	113,663	(113,663)	0
457-0000-622-2023 Arch/Eng/Landscaping	3,000	(3,000)	0
457-0000-622-9001 Land	3,337	(1,600)	1,737
<b>Totals:</b>	<b>120,000</b>	<b>(118,263)</b>	<b>1,737</b>
<b>Fund 457 Storm Water Fund</b>			
<b><u>Belvedere Drainage Improvements (ST1709)</u></b>			
<b><u>Revenues:</u></b>			
457-0000-391-9500 From Storm Water Fund	\$ 0	\$ 168,263	\$ 168,263
<b>Totals:</b>	<b>0</b>	<b>168,263</b>	<b>168,263</b>
<b><u>Expenditures:</u></b>			
457-0000-622-2022 Construction Contracts	0	118,263	118,263
457-0000-622-9001 Land	0	50,000	50,000
<b>Totals:</b>	<b>0</b>	<b>168,263</b>	<b>168,263</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:

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

APPROVED AS TO FORM:

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

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

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





**AGENDA ACTION FORM**

**Appropriate Funding for a Section 5339 (b) Grant Application**

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

Action Form No.: AF-257-2016  
 Work Session: October 3, 2016  
 First Reading: October 4, 2016  
 Final Adoption: October 18, 2016  
 Staff Work By: KATS staff  
 Presentation By: Chris McCartt

**Recommendation:**

Approve the Ordinance.

**Executive Summary:**

The Board of Mayor and Alderman on May 17, 2016, approved a resolution authorizing the filing of a Federal Transit Administration Section 5339 (b) Grant Application (Project No. TN-2016-029). After submitting the application to FTA, the Tennessee Department of Transportation (TDOT) found additional funding for this Section of Funding. The initial application filed was for \$435,000. The additional funding provided \$70,462 more dollars, bringing the total funding amount to \$505,462.

The additional dollars allows KATS to purchase two extra 8- passenger/ADA handicapped vans. This grant provides funding for KATS to purchase (two 16 passenger mini buses and four 8 passenger/ADA handicapped vans). Funding to fulfill the local match has been allotted in the City of Kingsport FY 2016-2017 budget.

Capital Assistance (85%)

Federal; (7.5%) Local;

(7.5%) State

	<b>Local</b>	<b>State</b>	<b>Federal</b>	<b>Total</b>
<b>TOTAL CAPITAL</b>	37,910	37,910	429,642	505,462

This ordinance will appropriate the grant funds for the buses and vans.

**Attachments:**

1. Ordinance

Funding source appropriate and funds are available: *JF*

	<b>Y</b>	<b>N</b>	<b>O</b>
Duncan	—	—	—
George	—	—	—
McIntire	—	—	—
Mitchell	—	—	—
Olterman	—	—	—
Parham	—	—	—
Clark	—	—	—

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

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

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

SECTION I. That the Urban Mass Transit Project Fund budgets be amended by appropriating \$141,679 from the Department of Transportation to FTA383 and by transferring \$37,910 from FTA383 TN-90-X383 Grant FY15 project to FTA029 TN-2016-029 for the local match to purchase buses.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b>Fund 123: Urban Mass Transit Asst. Fund</b>			
<b>TN-90-X383 Grant FY15 (FTA383)</b>			
<b>Revenues:</b>	\$	\$	\$
123-0000-331-2000 Fed Rev/UMTA Sect 9	752,550	0	752,550
123-0000-332-9000 Dept. of Transportation	337,275	141,679	478,954
123-0000-365-2009 Bus Fares	59,000	0	59,000
123-0000-365-2100 ADA Paratransit	25,000	0	25,000
123-0000-368-1500 Rental of Land & Building	49,000	0	49,000
123-0000-391-0100 From General Fund	337,275	(37,910)	299,365
<b>Totals:</b>	<b>1,560,100</b>	<b>103,769</b>	<b>1,663,869</b>
<b>Expenditures:</b>	\$	\$	\$
123-5901-602-1010 Salaries & Wages	760,000	(44,998)	715,002
123-5901-602-1011 Overtime	15,000	14,594	29,594
123-5901-602-1020 Social Security	60,000	(9,037)	50,963
123-5901-602-1030 Group Health Ins.	71,000	10,022	81,022
123-5901-602-1040 Retirement	85,000	(10,343)	74,657
123-5901-602-1050 Life Insurance	2,000	0	2,000
123-5901-602-1052 Long Term Disability	2,000	(1,412)	588
123-5901-602-1060 Workmen's Comp	24,000	2,528	26,528
123-5901-602-1061 Unemployment	2,000	(790)	1,210
123-5901-602-2010 Advertising & Publication	6,000	0	6,000
123-5901-602-2011 Printing & Binding	10,000	0	10,000
123-5901-602-2020 Professional Consultant	25,000	55,670	80,670
123-5901-602-2021 Accounting & Auditing	8,000	0	8,000
123-5901-602-2030 Electric Service	10,000	0	10,000
123-5901-602-2033 Water & Sewer Service	2,500	0	2,500
123-5901-602-2034 Telephone	7,500	0	7,500
123-5901-602-2036 Natural Gas	6,000	0	6,000
123-5901-602-2040 Travel Exp	12,000	0	12,000

123-5901-602-2041	Registration Fees/Tuition	6,000	0	6,000
123-5901-602-2042	Personal Vehicle Reimburse.	300	0	300
123-5901-602-2043	Dues & Membership	8,000	0	8,000
123-5901-602-2044	Literature/Subscriptions	2,000	0	2,000
123-5901-602-2045	Training	5,500	0	5,500
123-5901-602-2052	Medical Services	2,000	0	2,000
123-5901-602-2054	Machinery/Equip Rental	7,000	0	7,000
123-5901-602-2055	Repairs & Maintenance	20,000	393	20,393
123-5901-602-2056	Repair & Maint- Vehicles	175,000	72,888	247,888
123-5901-602-2069	Storm Water Fee	300	0	300
123-0000-602-2075	Temporary Employees	5,000	0	5,000
123-0000-602-2099	Miscellaneous Exp.	46,600	18,647	65,247
123-5901-602-3010	Office Expense	4,000	932	4,932
123-5901-602-3011	Postage	1,000	(653)	347
123-5901-602-3012	Food	2,000	(672)	1,328
123-5901-602-3020	Operating Supplies & Tools	10,000	0	10,000
123-5901-602-3022	Maintenance Supplies	5,000	1,445	6,445
123-5901-602-3026	Sign Parts & Supplies	5,000	(1,445)	3,555
123-5901-602-3029	Clothing & Uniforms	8,400	0	8,400
123-5901-602-3044	Motor Pool Charges	1,000	0	1,000
123-5901-602-5010	Insurance/Buildings	4,000	(4,000)	0
123-5901-602-5026	Vehicle Ins. Chgd by Fleet	4,000	0	4,000
129-5902-602-9004	Equipment	80,000	32,476	112,476
123-5902-602-9006	Purchases Over \$5,000	50,000	(32,476)	17,524
<b>Totals:</b>		<b>1,560,100</b>	<b>103,769</b>	<b>1,663,869</b>

**Fund 123: Urban Mass Transit Asst. Fund**  
**TN-2016-029 Grant (FTA029)**

<b><u>Revenues:</u></b>	\$	\$	\$	
123-0000-331-2000	Fed Rev/UMTA Sect 9	0	429,642	429,642
123-0000-332-9000	Dept. of Transportation		37,910	37,910
123-0000-391-0100	From General Fund	0	37,910	37,910
<b>Totals:</b>		<b>0</b>	<b>505,462</b>	<b>505,462</b>

<b><u>Expenditures:</u></b>	\$	\$	\$	
123-5902-602-9006	Purchases Over \$5,000	0	505,462	505,462
<b>Totals:</b>		<b>0</b>	<b>505,462</b>	<b>505,462</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 Federal Funds for A&E Services for KATS Transit Center Project**

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

Action Form No.: AF-168-2016  
Work Session: October 3, 2016  
First Reading: October 4, 2016  
Final Adoption: October 18, 2016  
Staff Work By: KATS Staff  
Presentation By: Chris McCart

**Recommendation:**  
Approve the Ordinance.

**Executive Summary:**

Kingsport and the Kingsport Area Transit Service (KATS) is proposing to construct a comprehensive transit facility for passenger boarding and transferring, as well as to house various transit related functions, including: dispatch, administration, passenger waiting areas, bus wash station, and a bus storage facility. The proposed center is to be located on the Foundry Site and will enhance the gateway into downtown. Due to funding, the project will be divided into two primary phases. The first phase (Phase I) will involve the schematic design of the entire site, as well as interim design, final design, and construction oversight and management of the transit center, bus transfer island and associated parking improvements. Staff recommends selecting Parsons Brinckerhoff to provide these services. If funding should become available to implement the entire project, the schedule for Phase II of the project (bus storage and vehicle wash facilities) will be accelerated to coincide with the implementation of Phase I. A 20% match of the Parsons Brinckerhoff contract is required and is available in project FTA 015. A Budget Ordinance is needed to appropriate the \$4,124,000 in federal funding.

The resolution to approve the services will be at second reading – Oct. 18, 2016.

**Attachments:**

- 1. Ordinance

Funding source appropriate and funds are available: *JF*

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

# PRE-FILED CITY RECORDER

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

AN ORDINANCE TO AMEND THE URBAN MASS TRANSIT FUND BUDGET BY APPROPRIATING GRANT FUNDS TO THE TRANSIT CENTER PROJECT FOR THE YEAR ENDING JUNE 30, 2017; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Urban Mass Transit Fund budget be amended by appropriating federal grant funds in the amount of \$4,124,000 to the Transit Center project (FTA015).

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b><u>Fund 123: Urban Mass Transit Grant Fund</u></b>			
<b><u>Transit Center (FTA015)</u></b>			
<b><u>Revenues:</u></b>	\$	\$	\$
123-0000-331-2000 Federal Rev/UMTA Section 9	0	4,124,000	4,124,000
123-0000-391-0100 From General Fund	115,547	0	115,547
<b><i>Totals:</i></b>	<b>115,547</b>	<b>4,124,000</b>	<b>4,239,547</b>

<b><u>Expenditures:</u></b>	\$	\$	\$
123-0000-602-2023 Arch/Eng/Landscaping	115,547	250,000	365,547
123-0000-602-9003 Improvements	0	3,874,000	3,874,000
<b><i>Totals:</i></b>	<b>115,547</b>	<b>4,124,000</b>	<b>4,239,547</b>

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

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



**AGENDA ACTION FORM**

**Annex/Adopt Plan of Service for the 4308 Grey Fox Drive Annexation and Amend Zoning**

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

Action Form No.: AF-224-2016  
 Work Session: September 6, 2016  
 First Reading: September 6, 2016  
 Final Adoption: **October 4, 2016**  
 Staff Work By: J. Harmon  
 Presentation By: J. Harmon

**Recommendation:**

- ~~Hold public hearing~~
- ~~Approve resolution for the 4308 Grey Fox Drive annexation~~
- Approve ordinance amending the zoning ordinance for the 4308 Grey Fox Drive annexation
- ~~Approve resolution adopting a plan of services for the annexation area~~

**Executive Summary:**

This is the owner-requested 4308 Grey Fox Drive annexation of approximately 9.19 acres/1 parcel located off of Grey Fox Drive. The current county zoning of the property is County R-1 (Low-Density Residential District). The proposed city zoning for the area is City R-1B (Single Family Residential District) The applicant, Deborah Clevenger, is requesting annexation to take advantage of the full offering of City services. During their August 2016 regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation for the annexation, zoning, and plan of services to the Board of Mayor and Aldermen for this annexation. The Notice of Public Hearing was published August 22, 2016.

**Attachments:**

1. Notice of Public Hearing
2. Annexation Resolution
3. Zoning Ordinance
4. POS Resolution
5. Staff Report
6. Maps

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



AGENDA ACTION FORM

**Annex/Adopt Plan of Service for the 4308 Grey Fox Drive Annexation and Amend Zoning**

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

Action Form No.: AF-224-2016  
Work Session: September 6, 2016  
First Reading: September 6, 2016

Final Adoption: October 4, 2016  
Staff Work By: J. Harmon  
Presentation By: J. Harmon

**Recommendation:**

- Hold public hearing
- Approve resolution for the 4308 Grey Fox Drive annexation
- Approve ordinance amending the zoning ordinance for the 4308 Grey Fox Drive annexation
- Approve resolution adopting a plan of services for the annexation area

**Executive Summary:**

This is the owner-requested 4308 Grey Fox Drive annexation of approximately 9.19 acres/1 parcel located off of Grey Fox Drive. The current county zoning of the property is County R-1 (Low-Density Residential District). The proposed city zoning for the area is City R-1B (Single Family Residential District) The applicant, Deborah Clevenger, is requesting annexation to take advantage of the full offering of City services. During their August 2016 regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation for the annexation, zoning, and plan of services to the Board of Mayor and Aldermen for this annexation. The Notice of Public Hearing was published August 22, 2016.

**Attachments:**

1. Notice of Public Hearing
2. Annexation Resolution
3. Zoning Ordinance
4. POS Resolution
5. Staff Report
6. Maps

	<u>Y</u>	<u>N</u>	<u>O</u>
Duncan	—	—	—
George	—	—	—
McIntire	—	—	—
Mitchell	—	—	—
Olterman	—	—	—
Parham	—	—	—
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 Tuesday, September 6, 2016, to consider the annexation, zoning, and plan of services for the 4308 Grey Fox Drive annexation. 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 annexation is generally described as follows:

*BEGINNING at a point, said point being the southeastern corner of parcel 83.30, Tax Map 48; thence in a northwestern direction, following the eastern boundary of parcel 83.30, approximately 1,419 feet to a point, said point being the northeastern corner of parcel 83.30; thence in a southwestern direction, approximately 979 feet to a point, said point being the northwestern corner of parcel 83.30; thence in a southeastern direction, approximately 841 feet to a point, said point being the western corner of parcel 83.30 and the eastern corner of parcel 84; thence in a southwestern direction approximately 155 feet to a point, said point being the common line of right-of-way for Grey Fox Drive and the southwestern corner of parcel 83.30; thence following the eastern right-of-way of Grey Fox Drive, approximately 17 feet to a point, said point being the southern corner of parcel 83.30; thence in a eastern direction, approximately 448 feet to the point of BEGINNING, and being all of parcel 83.30 25 and 28, Tax Map 48 as shown on the August 2015 Sullivan County Tax Map.*

All interested persons are invited to attend this meeting and public hearing. A detailed map, description, and plan of services document is on file in the offices of the City Manager, Planning Manager, and Kingsport Library 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  
James H. Demming, City Recorder  
P1T: 8/22/16

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

A RESOLUTION TO ANNEX THAT CERTAIN TERRITORY ADJOINING THE PRESENT CORPORATE BOUNDARIES OF THE CITY OF KINGSPORT, EMBRACING THAT CERTAIN PART OF THE 7<sup>th</sup> CIVIL DISTRICT OF SULLIVAN COUNTY, TENNESSEE, AND KNOWN AS THE 4308 GREY FOX DRIVE ANNEXATION, AS HEREINAFTER DESCRIBED; TO INCORPORATE THE SAME WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF KINGSPORT, TENNESSEE; AND TO FIX THE EFFECTIVE DATE OF THIS RESOLUTION

WHEREAS, a public hearing before the board of mayor and aldermen of the City of Kingsport, Tennessee, was held on the 6<sup>th</sup> day of September 2016, and notice thereof published in the Kingsport Times-News on the 22<sup>nd</sup> day of August 2016; and

WHEREAS, the board of mayor and aldermen finds that the annexation will materially benefit the health, safety, and welfare of the citizens and property owners of the city and the territory annexed; and

WHEREAS, the annexation of such property is deemed necessary for the welfare of the residents and property owners thereof and the city as a whole; and

WHEREAS, pursuant to *Tenn. Code Ann.* § 6-51-104(a) the property owners of the affected territory have requested annexation of their property by the City of Kingsport by submitting written consent signed by the property owners to the city; and

WHEREAS, a plan of services for this area was adopted by resolution on the 6<sup>th</sup> day of September 2016, as required by *Tenn. Code Ann.* § 6-51-102, *et seq.*

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

SECTION I. Pursuant to the authority conferred by *Tenn. Code Ann.* §6-51-102 *et seq.* and upon written consent signed by the property owners in the affected territory submitted to the city there is hereby annexed to the City of Kingsport, Tennessee, and incorporated within the corporate boundaries thereof, the following described territory adjoining the present corporate boundaries: embracing that certain part of Civil District No. 7 of Sullivan County, Tennessee, and more fully described, to-wit:

*BEGINNING at a point, said point being the southeastern corner of parcel 83.30, Tax Map 48; thence in a northwestern direction, following the eastern boundary of parcel 83.30, approximately 1,419 feet to a point, said point being the northeastern corner of parcel 83.30; thence in a southwestern direction, approximately 979 feet to a point, said point being the northwestern corner of parcel 83.30; thence in a southeastern direction, approximately 841 feet to a point, said point being the western corner of parcel 83.30 and the eastern corner of parcel 84; thence in a southwestern direction approximately 155 feet to a point, said point being the common line of right-of-way for Grey Fox Drive and the southwestern corner of parcel 83.30; thence following the eastern right-of-way of Grey Fox Drive, approximately 17 feet to a point, said point being the southern corner of parcel 83.30; thence in a eastern direction, approximately 448 feet to the point of BEGINNING, and being all of parcel 83.30 25 and 28, Tax Map 48 as shown on the August 2015 Sullivan County Tax Map.*

SECTION II. That this resolution shall take effect thirty (30) days from and after the date of its adoption, the public welfare of the citizens of Kingsport, Tennessee requiring it.

ADOPTED this the 6<sup>th</sup> day of September 2016.

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

ATTEST:

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

APPROVED AS TO FORM:

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

PRE-FILED  
CITY RECORDER

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

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ON GREY FOX DRIVE FROM COUNTY R-1, LOW DENSITY RESIDENTIAL DISTRICT TO CITY R-1B, SINGLE FAMILY RESIDENTIAL DISTRICT IN THE 7<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 located on Grey Fox Drive from County R-1, Low Density Residential District to City R-1B, Single Family Residential District in the 7<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 southeastern corner of parcel 83.30, Tax Map 48; thence in a northwestern direction, following the eastern boundary of parcel 83.30, approximately 1,419 feet to a point, said point being the northeastern corner of parcel 83.30; thence in a southwestern direction, approximately 979 feet to a point, said point being the northwestern corner of parcel 83.30; thence in a southeastern direction, approximately 841 feet to a point, said point being the western corner of parcel 83.30 and the eastern corner of parcel 84; thence in a southwestern direction approximately 155 feet to a point, said point being the common line of right-of-way for Grey Fox Drive and the southwestern corner of parcel 83.30; thence following the eastern right-of-way of Grey Fox Drive, approximately 17 feet to a point, said point being the southern corner of parcel 83.30; thence in a eastern direction, approximately 448 feet to the point of BEGINNING, and being all of parcel 83.30 25 and 28, Tax Map 48 as shown on the August 2015 Sullivan County Tax Map.*

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 \_\_\_\_\_

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

A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE  
4308 GREY FOX DRIVE ANNEXATION OF THE CITY OF  
KINGSPORT, TENNESSEE

WHEREAS, before any territories may be annexed under Tennessee Code Annotated §6-51-102, the governing body shall have previously adopted a plan of services setting forth the identification and timing of municipal services; and

WHEREAS, before any such plan of services shall have been adopted, it must have been submitted to the local planning commission for study and a written report; and

WHEREAS, a plan of services for the proposed 4308 Grey Fox Drive annexation was submitted to the Kingsport Regional Planning Commission on August 18, 2016, for its consideration and a written report; and

WHEREAS, prior to the adoption of a plan of services, the city shall hold a public hearing; and

WHEREAS, a public hearing was held September 6, 2016; and

WHEREAS, notice of the time and place of the public hearing shall be published in a newspaper of general circulation in the municipality a minimum of seven (7) days prior to the hearing; and

WHEREAS, notice of the time and place of the public hearing was published in the Kingsport Times-News on August 22, 2016; and

WHEREAS, the City of Kingsport, pursuant to the provisions of Tennessee Code Annotated, §6-51-102 has endeavored to annex a portion of the 7<sup>th</sup> Civil District of Sullivan County, Tennessee, commonly known as the 4308 Grey Fox Drive Annexation, said area being bounded and further described as follows:

*BEGINNING at a point, said point being the southeastern corner of parcel 83.30, Tax Map 48; thence in a northwestern direction, following the eastern boundary of parcel 83.30, approximately 1,419 feet to a point, said point being the northeastern corner of parcel 83.30; thence in a southwestern direction, approximately 979 feet to a point, said point being the northwestern corner of parcel 83.30; thence in a southeastern direction, approximately 841 feet to a point, said point being the western corner of parcel 83.30 and the eastern corner of parcel 84; thence in a southwestern direction approximately 155 feet to a point, said point being the common line of right-of-way for Grey Fox Drive and the southwestern corner of parcel 83.30; thence following the eastern right-of-way of Grey Fox Drive, approximately 17 feet to a point, said point being the southern corner of parcel 83.30; thence in a eastern direction, approximately 448 feet to the point of BEGINNING, and being all of parcel 83.30 25 and 28, Tax Map 48 as shown on the August 2015 Sullivan County Tax Map.*

WHEREAS, the City of Kingsport deems it advisable to adopt a Plan of Services for the proposed annexation area. Now, therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF KINGSPORT, TENNESSEE, AS FOLLOWS:

SECTION I. That a Plan of Services for the 4308 Grey Fox Drive Annexation as bounded and described above is hereby adopted, subject to an enactment of an annexation resolution for the annexation area, the said Plan of Services to be as follows:

**4308 Grey Fox Drive Annexation  
Plan of Services**

**1. Police Protection**

- A. On the date of annexation the Kingsport Police Department will respond to all calls for service for police protection, including criminal calls, traffic accidents and traffic related occurrences, and other prevention and interdiction calls for service.
- B. Effective with annexation, all resources currently available within the Kingsport Police Department will become available to the citizens of the area. The Kingsport Police Department has an authorized accredited force of 116 police officers and approximately 60 civilian personnel to provide services 24-hours per day, 365 days a year.
- C. The Kingsport Police Department is accredited with the Commission on Accreditation for Law Enforcement Agencies and has met 358 mandatory and 72 other-than mandatory standards in order to attain this status. Kingsport Police Department was only the third accredited department in the State of Tennessee and the first in northeast Tennessee.
- D. Upon annexation, existing police department personnel will be utilized to provide services by expanding the contiguous patrol sections to include the newly incorporated area. Existing police personnel and equipment will be shifted to provide needed coverage of the area. Each section will be patrolled by units of the Kingsport Police Department and will be augmented by other departments and units such as investigators, specialized assigned details etc.
- E. When needed, the Kingsport Police Department will hire additional police officers to provide more response to annexed areas. The officers will undergo 450 hours of basic recruit training before being certified as a police officer. Upon completion of the classroom training, the officers will undergo 480 hours of field officer training where they will work and be trained by designated training officers.
- F. The Kingsport Police Department will provide upon request crime prevention programs, traffic safety education programs, drug education/awareness programs including D.A.R.E. to the citizens of the area. Additional programs include department personnel to address groups on law enforcement topics or concerns, home and business

security checks and establishing and maintaining neighborhood watch programs.

- G. The Kingsport Police Department currently maintains an approximate 5 minute average response time to emergency and urgent calls within the corporate limits.

## **2. Fire Protection**

- A. On the operative date of annexation, the City of Kingsport will answer all calls for service for fire, disaster, hazardous materials, special rescue and medical first responder. The Kingsport Fire Department goes beyond the basic fire services required of a city government.
- B. The City of Kingsport Fire Department is an Internationally Accredited Agency, one of only four in the State of Tennessee. It operates 8 fire stations, housing fire suppression, hazardous materials, rescue and other emergency equipment. Staffed by 106 full-time professional firefighters, 24 hours a day, 365 days a year to provide service. The City of Kingsport maintains a Class 2 insurance rating saving its residents the most possible on their insurance rates. Our response time average is approximately 4 minutes, 53 seconds after we receive the call from our dispatch center.
- C. Free fire safety inspections will be available upon request on the effective date of annexation. Water lines will be upgraded within five (5) years after the effective date of annexation to provide needed fire flow to protect the properties.
- D. All structures must be brought into compliance with the city-wide smoke detector ordinance within thirty (30) days of the effective date of annexation. This is strictly to provide residents with the best fire protection service available.
- E. The City of Kingsport Fire Department has a Hazardous Materials Response Team, which has state-of-the-art equipment to handle all calls of an emergency nature dealing with incidents relating to hazardous chemicals. The department also has a Technical Rescue Team that has specialized rescue capabilities and equipment for all types of hazards.
- F. The City of Kingsport Fire Department provides First Responder emergency medical services to all life-threatening medical emergencies resulting from serious illness or injury. We provide advanced life support (paramedics) for victims until ambulance service arrives for transport.

## **3. Water**

- A. Water will be billed at in city rates rather than out of city rates, which will result in a reduction in water rates for annexed citizens already receiving city water. Those not currently receiving city water will be required to obtain a water-tap in order to obtain city water.

- B. The City of Kingsport Water Department operates and maintains a 28 MGD water filtration plant, 22 water storage tanks, 15 water booster station and over 750 miles of waterlines. The water treatment plant is staffed by state certified operators 24 hours a day, 365 days a year to provide safe drinking water to our customers.
- C. The City of Kingsport Water Department meets or exceeds water quality standards set forth by the State of Tennessee and the United States Environmental Protection Agency. The plant was the recipient of the 2005 Julian Fleming Award for Outstanding Water Treatment Plants.
- D. The Kingsport Water Treatment Plant has a capacity of 28 MGD and an average daily demand of 15 MGD leaving a surplus capacity of approximately 18 MGD for increased demand.
- E. The Water Distribution Division is managed with a professional staff who are members of key professional organizations such as: American Water Works Association, Tennessee Association of Utility Districts, National Society of Professional Engineers, American Society of Civil Engineers. Several key members of the staff also hold certificates and licenses in the operations of a distribution system in the State of Tennessee.

#### **4. Electricity**

Electric service in this area is currently under the jurisdiction of American Electric Power and is currently available.

#### **5. Sanitary Sewer**

- A. City of Kingsport sewer service will be extended to the annexation area within five (5) years after the effective date of annexation. Citizens in the annexed territory will be responsible and required to obtain a sewer-tap from the City of Kingsport before connection to the sanitary sewer system.
- B. Sanitary sewer fees are based on usage of water and are direct reflection of the amount of water used by the resident.
- C. The City of Kingsport operates and maintains a 12.4 MGD wastewater treatment plant, 88 sewer lift stations and approximately 525 miles of sanitary sewer collection lines to provide sewer service to our customers.
- D. The City of Kingsport Wastewater Treatment Plant recently experienced over 21 million dollars of improvements to provide a reliable and dependable infrastructure.
- E. The wastewater treatment plant is staffed with State Certified Operators 24 hours a day, 365 days a year. Treatment plant operators exceed State of Tennessee training requirements.

- F. The Sewer Collection Division is managed with a professional staff who are members of key professional organizations such as: Water Environment Federation, Tennessee Association of Utility Districts, National Society of Professional Engineers, American Society of Civil Engineers. Several key members of the staff also hold certificates and licenses in the operations of a collection system in the State of Tennessee.

## **6. Solid Waste Disposal**

Sanitation garbage (routine household refuse), trash (grass clippings, tree trimmings, bulky items), and recycling collection will be provided to the annexed area on the same basis as that received by properties located within the existing city limits. Collection will begin within thirty (30) days following the effective date of annexation. Members of the collection crews receive ongoing training in their fields. The City of Kingsport also owns and operates a demolition landfill that residents can use for a fee. That landfill is supervised by a SWANA certified Manager of Landfill Operations. This supervisor also holds other certifications from SWANA and TDEC.

## **7. Public Road/Street Construction & Repair**

- A. Emergency and routine maintenance of streets and street signs, pavement markings and other traffic control devices will begin on the operative date of annexation. Emergency pothole repairs are generally made within 24 hours of notification. Crews are available on a 24 hour basis for major emergency call-outs.
- B. Cleaning of streets of snow and ice clearing will begin on the operative date of annexation on the same basis as now provided within the present city limits. This includes major thoroughfares, State highways and emergency route to hospitals as first priority, with secondary/collector streets and finally residential streets in that order as priority II. Snow removal crews receive yearly training to help keep them up to date with changes in procedures and techniques. Snow removal crews also respond on a 24 hour emergency call in basis.
- C. Streets affected by utility construction will be repaired as soon as possible after the utility construction is completed.
- D. Routine Right of Way maintenance is also provided on the effective date of annexation. These crews include a certified Arborist, certified Pesticide Applicators, and other trained personnel to respond to emergencies and routine maintenance requests.
- E. The Streets and Sanitation Division is managed and supervised by a professional staff who are members in good standing of several Professional Organizations such as the Tennessee Chapter of the American Public Works Association, the national chapter of the American Public Works Association, the Volunteer Chapter of the Solid Waste

Association of North America, the national chapter of the Solid Waste Association of North America, the Tennessee Urban Forestry Council, the Tennessee Nursery and Landscape Association, National Arbor Day Association, Tennessee Vegetation Management Association, and the Keep Kingsport Beautiful Council. The staff receives ongoing training through these Professional Organizations. Members of the staff are active in their respective organizations. Members of the staff also serve as trainers and instructors for various training venues.

## **8. Recreational Facilities**

- A. Residents of the annexed area may use existing city recreational facilities, programs, parks, etc. on the effective date of annexation at city rates rather than out of city rates.
- B. Residents of the annexed area may use all existing library facilities and will be exempt from the non-residential fee on the effective date of annexation.
- C. Residents of the annexed area (50 years or older) will be eligible to use the Senior Citizens Center with no non-residential fees and with transportation provided on the effective date of annexation.
- D. The Department of Parks and Recreation has more than 4,800 acres of city-owned land to provide parks and recreation programs to all our citizens. The amenities and programs offered by many of the parks and recreation areas through the Leisure Services Department include playing fields for baseball and softball, basketball courts, play grounds, volley ball, tennis courts, a skate park and concession areas and restrooms to serve these facilities. Other amenities offered include General meeting areas, multi-function areas, Community Centers, senior programs, Theater and Cultural Arts programs. Many of the parks have walking and hiking trails and Bays Mountain, the city's largest park, includes animal habitats, a farm area, camping sites, and a Planetarium.

## **9. Street Lighting**

The annexation area does not contain any streets.

## **10. Zoning Services**

- A. The area will be zoned R-1B (Single family residential).
- B. The Kingsport Regional Planning Commission is the comprehensive planning agency and administers zoning and land subdivision regulations for the City of Kingsport as provided in state law. The Kingsport Regional Planning Commission consists of nine (9) commissioners appointed by the Mayor of the City of Kingsport.

- C. The Kingsport Regional Planning Commission will exercise planning and zoning activities for the area being annexed upon the operative date of annexation.
- D. Appeals to the Zoning regulations are heard by the Board of Zoning Appeals and variances are granted if the request meets the criteria established for granting variances under Tennessee Code Annotated.

#### **11. Schools**

- A. Upon annexation, children currently attending county schools will be allowed to attend City of Kingsport schools or remain in county schools per the prevailing county policy at the time.
- B. Tuition paid by non-city residents now attending city schools will cease upon the effective date of annexation and those students may continue to attend city schools without charge until graduation.
- C. Children at all grade levels may attend city schools tuition-free. Transportation will be provided for students, whose homes are more than 1.5 miles from their designated school, beginning with the school year following annexation.

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The previous sections are titled and listed in the order prescribed by *Tenn. Code Ann.* § 6-51-102(b) (2). The following sections are provided by the City of Kingsport in addition to the minimum requirements.

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#### **12. Traffic Control**

The city will verify all street name signs and traffic control devices in accordance with the Manual on Uniform Traffic Control Devices.

#### **13. Inspection Services**

All inspection services now provided by the city on a fee basis (building, electrical, plumbing, gas, housing, sanitation, etc.) will begin in the annexed area on the effective date of annexation. A free safety inspection of plumbing vents will be required at the time sewer connections are made to make sure that proper protection is available to prevent sewer gas from entering houses.

#### **14. Animal Control**

Animal control service equivalent to that presently provided within the city will be extended to the annexed area on the effective date of annexation.

#### **15. Storm Sewers**

The installation of any needed storm sewers will be accomplished in accordance with existing standards and engineering principles provided for by present city policies. Maintenance of existing storm sewer and drainage systems is also provided on an as needed basis. Response to emergency storm drainage calls is also provided on a 24 hour call in basis.

**16. Leaf Removal**

The city will collect loose leaves with the vacuum truck between October 15 and January 15, and it will be provided to the annexation area on the same basis as it is currently provided to other city residents beginning on the effective date of annexation. Bagged leaves are collected year round. Leaves are transported to the city's demolition landfill where they are composted and used as an amendment to existing dirt stockpiles. This enhanced dirt is then used on city projects for backfill and topsoil applications.

**17. Litter Control**

The city's litter control program will be extended to the area on the effective date of annexation. It is provided on a regular schedule along major routes and on an "as needed" basis throughout the city.

**18. Graffiti Control**

The city's graffiti control program, which is aimed at eliminating graffiti on public rights-of-way such as bridge abutments, street signs, railroad underpasses, and the like, will be extended to the area on the effective date of annexation. It is provided on an "as needed/on call" basis. Response time for "offensive" graffiti removal is generally within 48 hours.

**19. Other Services**

All other services not classified under the foregoing headings such as Executive, Judicial, Legal, Personnel, Risk Management, Fleet Maintenance, Finance and Administration and other support services will be available upon the effective date of annexation.

SECTION II. This resolution shall be effective from and after its adoption, the public welfare requiring it.

ADOPTED this the 6<sup>th</sup> day of September 2016.

ATTEST:

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

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

APPROVED AS TO FORM:

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

**Kingsport Regional Planning Commission**  
**Annexation Report**

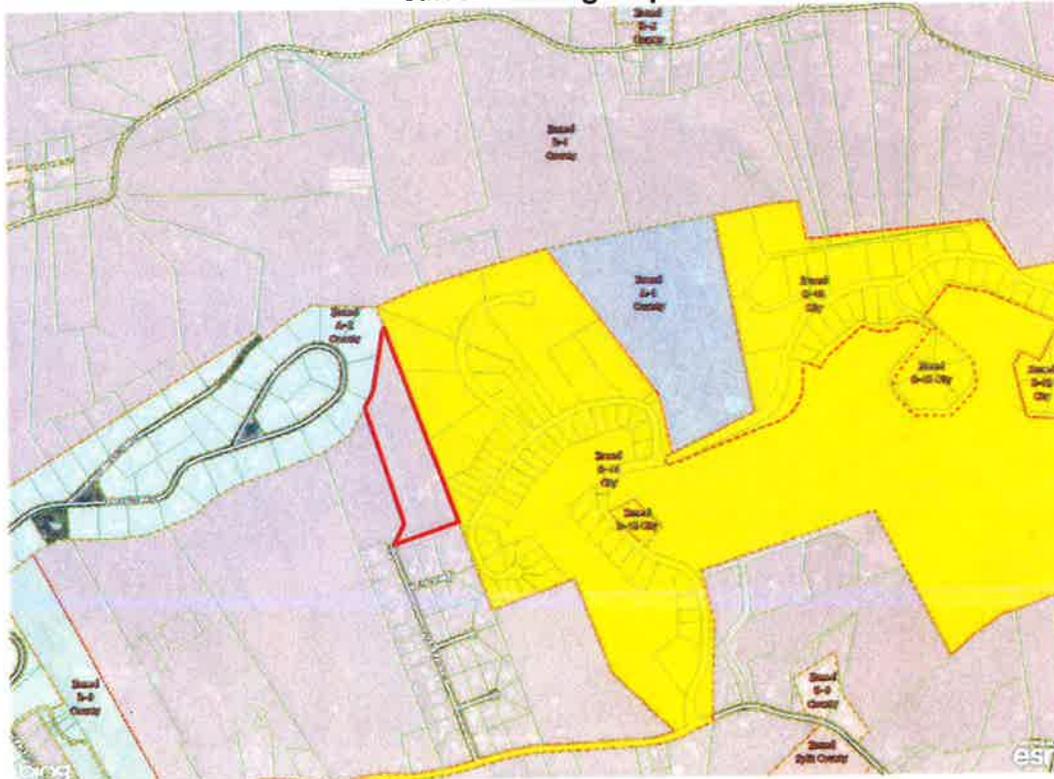
**File Number 16-301-00003**

<b>Property Information</b>	4308 Grey Fox Drive Annexation		
<b>Address</b>	4308 Grey Fox Drive		
<b>Tax Map, Group, Parcel</b>	TM 48, Parcel 83.30		
<b>Civil District</b>	7 <sup>th</sup>		
<b>Overlay District</b>	N/A		
<b>Land Use Plan Designation</b>	Public		
<b>Acres</b>	9.19 +/-		
<b>Existing Use</b>	Residential	<b>Existing Zoning</b>	County R-1
<b>Proposed Use</b>	Residential	<b>Proposed Zoning</b>	City R-1B
<b>Owner Information</b>			
<b>Name:</b> Deborah Clevenger <b>Address:</b> 4308 Grey Fox Dr. <b>City:</b> Kingsport <b>State:</b> TN <b>Zip Code:</b> 37664 <b>Email:</b> N/A <b>Phone Number:</b> N/A		<b>Intent:</b> <i>Annexation by request of the subject parcel, enhancing health, safety, and welfare throughout the Kingsport Planning Region.</i>	
<b>Planning Department Recommendation</b>			
<p><b>RECOMMENDATION: APPROVAL to recommend the Annexation, Zoning, and Plan of Services to the BMA</b></p> <p>The Kingsport Planning Division recommends approval for the following reasons:</p> <ul style="list-style-type: none"> <li>• <i>The City of Kingsport should utilize annexation as urban development occurs and is necessary for present and future growth in an orderly manner.</i></li> <li>• <i>It is reasonably necessary for the welfare of the residents and property owners of the affected territory.</i></li> <li>• <i>The City of Kingsport can provide services through its Plan of Services that the County cannot provide to the residents of the area.</i></li> <li>• <i>Annexation spurs economic growth by providing basic services at a reasonable cost and allows those costs to be spread fairly to all who enjoy those services.</i></li> <li>• <i>It is reasonably necessary for the welfare of the residents and property owners of the municipality as a whole.</i></li> </ul> <p><b>Staff Field Notes and General Comments:</b> This is a property owner-requested annexation submitted by Charles Benton. Mr. Benton contacted the city staff about a potential annexation so that all city services could be received. Currently, the property is zoned County R-1 and staff is proposing City R-1B. This annexation meets the criteria set forth by the interim annexation policy as a small-scale residential annexation.</p> <p>Utilities: City of Kingsport water and sewer service currently serves the annexation area.</p>			
<b>Planner:</b>	Jessica Harmon	<b>Date:</b>	August 8, 2016
<b>Planning Commission Action</b>		<b>Meeting Date:</b>	August 18, 2016
<b>Approval:</b>			
<b>Denial:</b>		<b>Reason for Denial:</b>	
<b>Deferred:</b>		<b>Reason for Deferral:</b>	

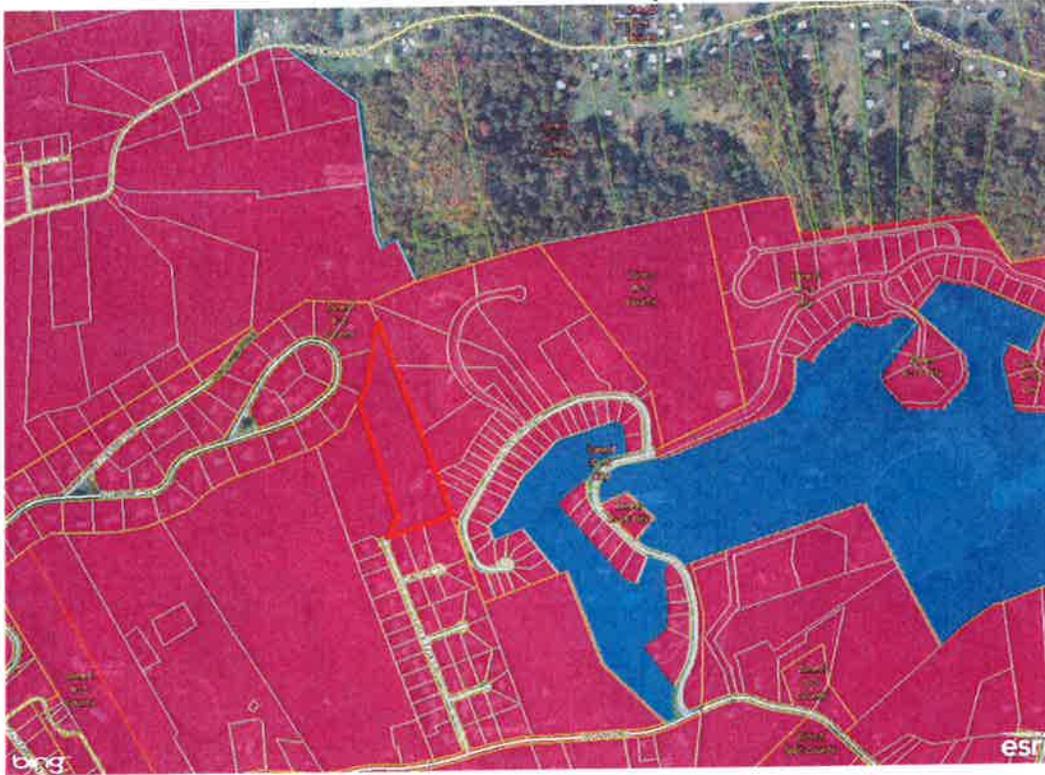
**Location Map**



**Current Zoning Map**



**Future Land Use Map**



Cost

4308 Grey Fox

Cost Estimate/ tax records as of August 2016

Revenues	One Time	Reoccurring (annual)
Property Taxes	X	\$2,094.00
State Shared	X	\$448.00
Sewer Tap Fees	\$1,950.00	X
Water & Sewer Rev (loss) *	X	\$72.00
<b>Total</b>	<b>\$1,950.00</b>	<b>\$2,614</b>

\$2.07 city property taxes  
 \$112.00 x 4 residents  
 Sewer Customer  
 4,200 gallon/month avg

**\*current water customer, therefore there will be a \$314.52 water revenue loss when annexed due to inside city rates.**

Expenses	One Time	Reoccurring (annual)
<b>Operating Budget</b>		
Police & Fire Service	0.00	0.00
Transit Service	0.00	0.00
Street Lighting	0.00	0.00
Traffic Controls	0.00	0.00
Streets & Sanitation	0.00	0.00
Subtotal	0.00	0.00
<b>Capital Budget</b>		
Water	\$2,500.00	0.00
Sewer	\$3,000.00	0.00
Streets	0.00	0.00
Subtotal	0.00	0.00
<b>Grand Total</b>	<b>\$5,500.00</b>	<b>0.00</b>

minimal extra area

Hydrant  
 Sewer lateral & easement

**Proximity Map**



**Existing Surrounding Land Uses**

<b>Location</b>	<b>Parcel / Zoning Petition</b>	<b>Zoning / Name</b>	<b>History Zoning Action</b>
West	1	<u>Zone: County R-1</u> Use: Single Family residential	No prior action known
North	2	<u>Zone: County R-1</u> Use: Single Family residential	No prior action known
Northeast/East	3	<u>Zone: City R-1B</u> Use: Single Family residential	Annexed 2007 as part of Old Island Annexation
South	4	<u>Zone: County R-1</u> Use: Single Family residential	No prior action known

**Aerial Photo**



**North**



**West**



**East**



**South**



CONCLUSION

The Kingsport Planning Division recommends APPROVAL for the following reasons:

- *The City of Kingsport should utilize annexation as urban development occurs and is necessary for present and future growth in an orderly manner.*
- *It is reasonably necessary for the welfare of the residents and property owners of the affected territory.*
- *The City of Kingsport can provide services through its Plan of Services that the County cannot provide to the residents of the area.*
- *Annexation spurs economic growth by providing basic services at a reasonable cost and allows those costs to be spread fairly to all who enjoy those services.*
- *It is reasonably necessary for the welfare of the residents and property owners of the municipality as a whole.*





**AGENDA ACTION FORM**

**Amend the Senior Advisory Council Funds/Senior Trips**

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

Action Form No.: AF-242-2016  
 Work Session: September 19, 2016  
 First Reading: September 20, 2016

**Final Adoption: October 4, 2016**  
 Staff Work By: Shirley Buchanan  
 Presentation By: Shirley Buchanan

**Recommendation:**

Approve the Ordinance.

**Executive Summary:**

Participation in the Kingsport Senior Center has increased and especially in the trips taken. The additional funds requested are needed as a result of the additional participation and additional revenue collected for trips. Trips that have had unexpected high participation are Canada, New York, and Alaska.

Funding is from self-funded senior participation.

**Attachments:**

- 1. Ordinance

Funding source appropriate and funds are available: *js*

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



**AGENDA ACTION FORM**

**Amend the Senior Advisory Council Funds/Senior Trips**

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

Action Form No.: AF-242-2016  
Work Session: September 19, 2016  
First Reading: September 20, 2016

Final Adoption: October 4, 2016  
Staff Work By: Shirley Buchanan  
Presentation By: Shirley Buchanan

**Recommendation:**

Approve the Ordinance.

**Executive Summary:**

Participation in the Kingsport Senior Center has increased and especially in the trips taken. The additional funds requested are needed as a result of the additional participation and additional revenue collected for trips. Trips that have had unexpected high participation are Canada, New York, and Alaska.

Funding is from self-funded senior participation.

**Attachments:**

- 1. Ordinance

Funding source appropriate and funds are available: *JF*

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

**PRE-FILED  
CITY RECORDER**

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

AN ORDINANCE TO AMEND THE SENIOR CITIZENS ADVISORY FUND BUDGET BY APPROPRIATING FUNDS RECEIVED FROM SENIOR CITIZENS THE YEAR ENDING JUNE 30, 2017; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Senior Citizen's Advisory Board operating budget be amended by appropriating funds received from senior citizens in the amount of \$150,000 to participate in senior trips.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b>Fund 616: Senior Citizen's Advisory Board</b>			
<b>Revenues:</b>			
616-0000-341-1075 Senior Trips	\$ 71,000	\$ 150,000	\$ 221,000
<b>Totals:</b>	<b>71,000</b>	<b>150,000</b>	<b>221,000</b>
<b>Expenditures:</b>			
616-4524-472-2048 Senior Trips-Travel	\$ 86,500	\$ 150,000	\$ 236,500
<b>Totals:</b>	<b>86,500</b>	<b>150,000</b>	<b>236,500</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:

APPROVED AS TO FORM:

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

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

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

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



AGENDA ACTION FORM

**Appropriate \$6,633 from the USDOJ/Office of Justice Programs, Bulletproof Vest Partnership Funding**

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

Action Form No.: AF-247-2016  
Work Session: September 19, 2016  
First Reading: September 20, 2016

Final Adoption: **October 4, 2016**  
Staff Work By: Capt. Randall Gore  
Presentation By: Chief David Quillin

**Recommendation:**

Approve the Budget Ordinance.

**Executive Summary:**

On April 19, 2016 via AF-90-2016, 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 \$6,633 in reimbursements for vests expenditures. A fifty percent match is required and the match is provided in the police department operating budget.

**Attachments:**

- 1. Ordinance

Funding source appropriate and funds are available: *JF*

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



**AGENDA ACTION FORM**

**Appropriate \$6,633 from the USDOJ/Office of Justice Programs, Bulletproof Vest Partnership Funding**

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

Action Form No.: AF-247-2016  
 Work Session: September 19, 2016  
 First Reading: September 20, 2016

Final Adoption: October 4, 2016  
 Staff Work By: Capt. Randall Gore  
 Presentation By: Chief David Quillin

**Recommendation:**

Approve the Budget Ordinance.

**Executive Summary:**

On April 19, 2016 via AF-90-2016, 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 \$6,633 in reimbursements for vests expenditures. A fifty percent match is required and the match is provided in the police department operating budget.

**Attachments:**

- 1. Ordinance

Funding source appropriate and funds are available: *JA*

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

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

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, 2017; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Project-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 \$6,633 and requires a 50% local match of \$6,633 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>Fund 111: General Project-Special Revenue</b>			
<b>Bullet Proof Vest Project (NC1703)</b>			
<b>Revenues:</b>	\$	\$	\$
111-0000-331-3800 U.S. Dept. of Justice	0	6,633	6,633
111-0000-391-0100 From General Fund	0	6,633	6,633
<b>Totals:</b>	<b>0</b>	<b>13,266</b>	<b>13,266</b>
<b>Expenditures:</b>			
111-3020-442-3020 Operating Supplies & Tools	0	13,266	13,266
<b>Totals:</b>	<b>0</b>	<b>13,266</b>	<b>13,266</b>
<b>Fund 110: General Fund</b>			
<b>Expenditures:</b>			
110-3030-443-3025 Safety Supplies	10,000	(6,633)	3,367
110-4804-481-7035 General Proj-Spec Rev	1,585,000	6,633	1,591,633
<b>Totals:</b>	<b>1,595,000</b>	<b>0</b>	<b>1,595,000</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:

APPROVED AS TO FORM:

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

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

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

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



AGENDA ACTION FORM

**Amend the FY 2017 General Purpose School Fund Budget**

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

Action Form No.: AF-248-2016  
Work Session: September 19, 2016  
First Reading: September 20, 2016

**Final Adoption: October 4, 2016**  
Staff Work By: David Frye  
Presentation By: David Frye

**Recommendation:**

Approve the ~~Resolution~~ and Ordinance.

**Executive Summary:**

The Board of Education approved fiscal year 2017 budget amendment number one at their meeting on September 6, 2016. This amendment increases the estimated revenue for Other Local Revenue by \$40,000 and increases the appropriations for Jackson Elementary School Instructional Supplies and Materials by \$3,325 and Staff Development by \$36,675. These funds are from a donation by First Broad Street United Methodist Church and will be used to fund the "Leader In Me" program.

**Attachments:**

1. Resolution
2. Ordinance
3. BOE Budget Amendment Number One – FY 2017

Funding source appropriate and funds are available:

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



**AGENDA ACTION FORM**

**Amend the FY 2017 General Purpose School Fund Budget**

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

Action Form No.: AF-248-2016  
Work Session: September 19, 2016  
First Reading: September 20, 2016  
Final Adoption: October 4, 2016  
Staff Work By: David Frye  
Presentation By: David Frye

**Recommendation:**

Approve the Resolution and Ordinance.

**Executive Summary:**

The Board of Education approved fiscal year 2017 budget amendment number one at their meeting on September 6, 2016. This amendment increases the estimated revenue for Other Local Revenue by \$40,000 and increases the appropriations for Jackson Elementary School Instructional Supplies and Materials by \$3,325 and Staff Development by \$36,675. These funds are from a donation by First Broad Street United Methodist Church and will be used to fund the "Leader In Me" program.

**Attachments:**

1. Resolution
2. Ordinance
3. BOE Budget Amendment Number One – FY 2017

Funding source appropriate and funds are available: *js*

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

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

A RESOLUTION ACCEPTING A DONATION OF FROM THE  
FIRST BROAD STREET UNITED METHODIST CHURCH FOR  
THE KINGSPORT CITY SCHOOLS

WHEREAS, the First Broad Street United Methodist Church would like to donate \$40,000.00 to the Kingsport City Schools; and

WHEREAS, the funds are to be used for the "Leader in Me" program at Jackson Elementary School.

Now therefore,

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

SECTION I. That the donation to the city from First Broad Street United Methodist Church of a \$40,000.00 for the "Leader in Me" program at Jackson Elementary School, is accepted.

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

ADOPTED this the 20th day of September, 2016.

\_\_\_\_\_  
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 FY 2016-17 GENERAL PURPOSE SCHOOL FUND BUDGET; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Purpose School Fund budget be amended to ratify the Kingsport Board of Education approval of Budget Amendment Number One by increasing the estimated revenue for Other Local Revenue by \$40,000. The expenditure budget will be changed by increasing the appropriation for Andrew Jackson – Instructional Supplies by \$3,325 and the appropriation for Jackson – Staff Development by \$36,675. These funds are from a donation by First Broad Street United Methodist Church and will be used to fund the “Leader In Me” program.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b>Fund 141: School Fund</b>			
<b>Revenues:</b>	\$	\$	\$
141-0000-369-4990 Other Local Revenue	565,000	40,000	605,000
<b>Totals:</b>	<b>565,000</b>	<b>40,000</b>	<b>605,000</b>

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b>Expenditures:</b>	\$	\$	\$
141-7115-711-0429 Jackson – Inst. Supplies	26,122	3,325	29,447
141-7215-781-0457 Jackson – Staff Development	3,500	36,675	40,175
<b>Totals:</b>	<b>29,622</b>	<b>40,000</b>	<b>69,622</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:

APPROVED AS TO FORM:

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

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

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

June 4, 2015

KINGSPORT CITY SCHOOLS  
FISCAL YEAR 2015-2016  
BUDGET AMENDMENT NUMBER ONE

**GENERAL PURPOSE SCHOOL FUND**

**ITEM ONE: FUNDS FOR DOBYNS-BENNETT 1:1 COMPUTER PURCHASE**

The FY 15-16 budget includes \$481,667 that is budgeted for the first year's payment on a 3 year capital outlay note. At the BMA meeting on June 2, a resolution was approved authorizing the issuance of these notes. There are several steps that need to be completed before the funds from the notes can be obligated. It could be as late as September before all this is completed. The resolution authorizing the notes includes a reimbursement clause, that allows any funds spent prior to the issuance of the notes to be reimbursed once the notes are issued. In order to issue a purchase order for the computers in early July, it is being recommended that funds in the Unreserved Fund Balance be used to temporarily fund this purchase. When the proceeds from the Capital Outlay Notes are received these funds will be replaced. It is recommended that the appropriation for Technology Instructional Equipment be increased by the amount of \$1,390,718.

**ITEM TWO: FUND BALANCE APPROPRIATION**

As of the final budget amendment for FY 15 there was a balance in the Unreserved Fund Balance of \$2,790,000. It is expected that this balance will increase when FY 2015 is closed out. It is recommended that the estimated revenue for Fund Balance appropriations be increased by \$1,390,518.



**AGENDA ACTION FORM**

**Agreement with Spoden & Wilson for Design Services Related to Repairs at Bays Mountain Dam**

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

Action Form No.: AF-253-2016  
 Work Session: October 3, 2016  
 First Reading: N/A

Final Adoption: October 4, 2016  
 Staff Work By: D. Mason, S. Crawford  
 Presentation By: Morris Baker

**Recommendation:**

Approve the Resolution.

**Executive Summary:**

The Bays Mountain Dam is nearing 100 years of age. Annual safe dam inspections conducted by TDEC have identified minor conditions at the dam that need to be corrected to insure that they do not develop into a serious threat to the safety of the dam.

Spoden & Wilson Consulting Engineers has examined the facility and is proposing to provide consultant structural engineering services to design and prepare repair drawings, specifications and bidding documents including contract administration services to include field inspections throughout construction for a lump sum fee of \$150,000.

This resolution will authorize the Mayor to sign the necessary documents to enter an agreement with Spoden & Wilson. Funding for this agreement is available in project GP1707.

**Attachments:**

1. Resolution
2. Supplemental Information

Funding source appropriate and funds are available: *js*

	<u>Y</u>	<u>N</u>	<u>O</u>
Duncan	—	—	—
George	—	—	—
McIntire	—	—	—
Mitchell	—	—	—
Oltzman	—	—	—
Parham	—	—	—
Clark	—	—	—

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

A RESOLUTION APPROVING AN AGREEMENT WITH SPODEN & WILSON CONSULTING ENGINEERS FOR DESIGN SERVICES AT THE BAYS MOUNTAIN DAM AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the city intends to repair and rehabilitate the dam located at Bays Mountain Park; and

WHEREAS, it is recommended the city contract with Spoden & Wilson Consulting Engineers for design services and a bid package for the project; and

WHEREAS, the proposed cost for the contract is \$150,000.00 and the funds are available in project account GP1707.

Now therefore,

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

SECTION I. That an agreement with Spoden & Wilson Consulting Engineers in the amount of \$150,000.00 for construction design drawings and bid package for repairs to the dam at Bays Mountain Park 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 Spoden & Wilson Consulting Engineers for design services and a bid package for the project and all other documents necessary and proper, and to take such acts as necessary to effectuate the purpose of the agreement or this resolution, said agreement being as follows:

**AGREEMENT FOR  
PROFESSIONAL SERVICES**

THIS AGREEMENT, effective on the 5th day of October, 2016, by and between Spoden & Wilson Consulting Engineers, hereinafter referred to as "CONSULTANT" and the CITY OF KINGSPORT, hereinafter referred to as "OWNER".

WITNESSETH:

WHEREAS, OWNER has need for professional services and other adjunct services as may be authorized by OWNER for design and contract administration services related to the rehabilitation of the dam at Bays Mountain Park, and;

WHEREAS, CONSULTANT desires to provide such services and being competent to do so;

NOW THEREFORE, OWNER and CONSULTANT in consideration of the mutual covenants and agreements herein contained, do hereby agree as follows:

**ARTICLE I  
SCOPE OF SERVICES AND SCHEDULE**

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

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

**ARTICLE II  
INDEPENDENT CONTRACTOR**

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

**ARTICLE III  
COMMITMENT OF PERSONNEL**

- 3.1 CONSULTANT represents that it has, or will secure at its own expense, the qualified personnel required in performing the Services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with OWNER.
- 3.2 All the Services required hereunder will be performed by CONSULTANT or subcontractors under their supervision and all personnel engaged in the Services shall be fully qualified and shall be authorized or permitted under State of Tennessee and local laws to perform such Services.

**ARTICLE IV  
COMPENSATION**

- 4.1 OWNER agrees to compensate CONSULTANT for Services performed pursuant to Article I, which Services are identified in Appendix A, for an amount not to exceed One Hundred Fifty Thousand Dollars and No Cents (\$150,000.00). Said fee is inclusive of all labor, expenses and subcontracts to complete all elements of the Services for the Scope of Work, (Appendix A) except as may be identified in OWNER'S Responsibilities section of Appendix A, if such is included.
- 4.2 CONSULTANT shall submit periodic invoices in a form consistent with OWNER'S needs. Invoices for work performed shall indicate the time period during which the work was performed. The invoices are to be signed and certified as to their accuracy.
- 4.3 OWNER will promptly review monthly invoices. OWNER may require any additional information deemed necessary and appropriate to substantiate the invoice. OWNER shall have ten (10) work days from date of receipt from CONSULTANT of an invoice to reject all or any part of the invoice. OWNER shall pay the undisputed amounts to CONSULTANT within thirty (30) days of receipt of the invoice. The invoice shall show the percentage of completion of the Services as of the end of the period covered by the invoice. OWNER is not required to pay more than 90% of the compensation set out in 4.1 above until approval of Final Payment. Final payment, constituting the entire unpaid balance of the amount set out in 4.1 above, shall be made by OWNER to CONSULTANT only after CONSULTANT has fully performed and achieved Final Completion of the Services, and has provided OWNER all documents required by this Agreement.
- 4.4 CONSULTANT shall be responsible for alerting OWNER in any instance when it anticipates exceeding the budget amount; shall provide justification for same; and shall do so prior to expending 100% of the amount set out in 4.1 of this Agreement. The Agreement may be amended as the work progresses, provided CONSULTANT receives written authorization from OWNER to make such amendments.

**ARTICLE V  
PERIOD OF PERFORMANCE**

- 5.1 The Scope of the Services to be performed by CONSULTANT shall continue through the construction phase and will be completed once the city has accepted the completed project. Final completion is the completion of all Services and all contract requirements by CONSULTANT.

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

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

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

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

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

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

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

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

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

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

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

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

In such event, all finished or unfinished documents, data, studies, and reports prepared by

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

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

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

7.9 Dispute Resolution – In the event that a conflict arises that cannot be resolved between the parties, OWNER and CONSULTANT agree that all disputes arising out of or relating to this Agreement or the Project shall be first submitted to non-binding mediation, unless the parties mutually agree otherwise. The mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period of agreement of the parties or court order.

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

#### **ARTICLE VIII OWNERSHIP OF DOCUMENTS**

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

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

[Acknowledgements 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 public.

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

ADOPTED this the 4th day of October, 2016.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**SPODEN & WILSON  
CONSULTING ENGINEERS**

PHONE (423) 245-1181  
FAX (423) 245-0852  
338 E. CENTER STREET  
SUITE #2  
KINGSPORT, TENNESSEE  
37660

STEVE D. WILSON, P.E.

REGISTRATIONS:  
NORTH CAROLINA  
TENNESSEE  
TEXAS  
VIRGINIA

June 27, 2016

David Mason, Project Manager  
City of Kingsport  
225 West Center Street  
Kingsport, Tennessee 37660

Re: Stone Masonry Repairs  
Bays Mountain Park Dam Structure  
Kingsport, Tennessee  
File No. 16086 (Updated File Number)

Dear Mr. Mason:

As previously referenced in our October 29, 2012 letter and proposal to Hank Clabaugh, City Engineer (under our original File Number 12127 – copy of letter attached for the record), we continue to offer the following scope of structural repair work for the existing dam structure and preliminary estimated costs associated with said repair scope:

The existing dam structure is nearing 100 years of age and appears to have been originally built with all cut and stacked stone placed on a sand bed and in-filled with stones, sand and mortar and ultimately sealed, each exposed face, with mortar. As continued water infiltration has displaced and eroded some of the bedding sand and joint "filler" through the face mortar joints, which have also incurred some shrinkage over the years, the repair scope should generally include the following methodology:

1. Carefully saw-cut and remove the existing face mortar joints along the top and sides of the stacked, stair-stepping stone buttresses and exposed vertical stone wall faces.
2. After removal of the existing mortar, investigate the condition of the existing bedding sand and replace sand as needed and/or pump non-shrink grout into displaced bedding sand voids.
3. Re-point all mortar joints, full depth and full width, each joint with high strength repair mortar and/or hydraulic cement. Note, a final determination of the type of mortar will be made upon selective removal of existing mortar joints and assessment of the bedding sand and the depth and width of the applicable joints, etc.

David Mason, Project Manager  
City of Kingsport  
Stone Masonry Repairs  
Bays Mountain Park Dam Structure  
File No. 16086  
June 27, 2016  
Page 2

4. Upon successful re-pointing of the mortar joints, seal all exposed faces of the stone masonry buttresses and walls with a Siloxane type sealant, full height and full width, each buttress and each wall segment.
5. Repair and/or replace the structural steel braces and steel support beams (and railing as required) of the walkway bridge over the existing dam over-flow weir.

Based on our site visit with the referenced contractors and our general overall measurements of the dam structure and with consideration of the approximately 15 stair-stepping stacked stone buttresses, the above repair scope is anticipated to cost in the range of \$1,500,000 (updated from \$1,400,000 in 2012 estimate). With this magnitude of said range of anticipated repair costs, we offer the following phasing options for consideration:

- A. Phase 1 (this phase includes repairs of the most immediate need): Repair the exposed faces of the main stone spillway and the two stone buttresses each side of the spillway and the spillway weir bridge structure;  
Est. Cost: \$550,000
- B. Phase 2: Repair six additional buttresses (3 each side of the spillway) and vertical dam wall segments;  
Est. Cost: \$520,000
- C. Phase 3: Repair the remaining stone buttresses and vertical walls;  
Est. Cost: \$430,000

Please note, the above phasing is offered as a means to budget the anticipated repair costs over time. Certainly if the project budget would allow, there would be inherent cost savings derived from facilitating the repairs all in one phase.

David Mason, Project Manager  
City of Kingsport  
Stone Masonry Repairs  
Bays Mountain Park Dam Structure  
File No. 16086  
June 27, 2016  
Page 3

We propose to provide consultant structural engineering services for this project as follows:

Design and preparation of working structural repair drawings, specifications and bidding documents and standard contract administrative services including field inspections throughout construction:

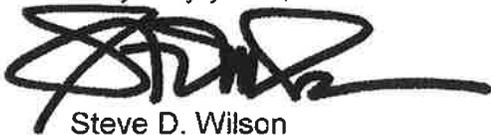
Total Lump Sum Fee: \$150,000.00  
which is broken down as follows:

70%; thru Construction Documents:	\$105,000.00
10%; thru Bidding Documents and Receipt of Bids:	\$15,000.00
20%; Contract Administration:	\$30,000.00

Again, the above fee structure would be proportioned to each repair phase if phasing is chosen as a viable means of facilitation of this repair project.

If you need additional information, please feel free to call.

Very truly yours,



Steve D. Wilson

SDW/mah

**SPODEN & WILSON  
CONSULTING ENGINEERS**

PHONE (423) 245-1181  
FAX (423) 245-0852  
214 COMMERCE STREET  
KINGSPORT, TENNESSEE  
37660

STEVE D. WILSON, P.E.

REGISTRATIONS:  
NORTH CAROLINA  
TENNESSEE  
VIRGINIA

October 29, 2012

Hank Clabaugh  
City Engineer  
City of Kingsport  
225 West Center Street  
Kingsport, Tennessee 37660

FILE COPY  
SDW

Re: Stone Masonry Repairs  
Bays Mountain Park Dam Structure  
Kingsport, Tennessee  
File No. 12127

Dear Mr. Clabaugh:

Based on our recent site visits with yourself and Ken Childress with Bays Mountain Park and on our follow-up site visits with a reputable local general contractor and reputable masonry contractor, we offer the following scope of structural repair work for the existing dam structure and preliminary estimated costs associated with said repair scope:

The existing dam structure is nearing 100 years of age and appears to have been originally built with all cut and stacked stone placed on a sand bed and in-filled with stones, sand and mortar and ultimately sealed, each exposed face, with mortar. As continued water infiltration has displaced and eroded some of the bedding sand and joint "filler" through the face mortar joints, which have also incurred some shrinkage over the years, the repair scope should generally include the following methodology:

1. Carefully saw-cut and remove the existing face mortar joints along the top and sides of the stacked, stair-stepping stone buttresses and exposed vertical stone wall faces.
2. After removal of the existing mortar, investigate the condition of the existing bedding sand and replace sand as needed and/or pump non-shrink grout into displaced bedding sand voids.
3. Re-point all mortar joints, full depth and full width, each joint with high strength repair mortar and/or hydraulic cement. Note, a final determination of the type of mortar will be made upon selective removal of existing mortar joints and assessment of the bedding sand and the depth and width of the applicable joints, etc.

Hank Clabaugh, City Engineer  
City of Kingsport  
Stone Masonry Repairs  
Bays Mountain Park Dam Structure  
File No. 12127  
October 29, 2012  
Page 2

4. Upon successful re-pointing of the mortar joints, seal all exposed faces of the stone masonry buttresses and walls with a Siloxane type sealant, full height and full width, each buttress and each wall segment.
5. Repair and/or replace the structural steel braces and steel support beams (and railing as required) of the walkway bridge over the existing dam over-flow weir.

Based on our site visit with the referenced contractors and our general overall measurements of the dam structure and with consideration of the approximately 15 stair-stepping stacked stone buttresses, the above repair scope is anticipated to cost in the range of \$1,400,000. With this magnitude of said range of anticipated repair costs, we offer the following phasing options for consideration:

- A. Phase 1 (this phase includes repairs of the most immediate need): Repair the exposed faces of the main stone spillway and the two stone buttresses each side of the spillway and the spillway weir bridge structure;  
Est. Cost: \$500,000
- B. Phase 2: Repair six additional buttresses (3 each side of the spillway) and vertical dam wall segments;  
Est. Cost: \$480,000
- C. Phase 3: Repair the remaining stone buttresses and vertical walls;  
Est. Cost: \$420,000

Please note, the above phasing is offered as a means to budget the anticipated repair costs over time. Certainly if the project budget would allow, there would be inherent cost savings derived from facilitating the repairs all in one phase.

Hank Clabaugh  
City Engineer  
City of Kingsport  
Stone Masonry Repairs  
Bays Mountain Park Dam Structure  
File No. 12127  
October 29, 2012  
Page 3

We propose to provide consultant structural engineering services for this project as follows:

Design and preparation of working structural repair drawings, specifications and bidding documents and standard contract administrative services including field inspections throughout construction:

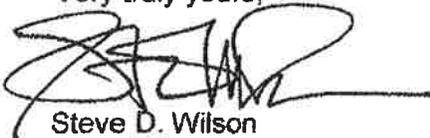
Total Lump Sum Fee: \$140,000.00  
which is broken down as follows:

75%; thru Bidding Documents:	\$105,000.00
5%; thru Receipt of Bids:	\$7,000.00
20%; Contract Administration:	\$28,000.00

Obviously the above fee structure would be proportioned to each repair phase if phasing is chosen as a viable means of facilitation of this repair project.

If you need additional information, please feel free to call.

Very truly yours,



Steve D. Wilson

SDW/ikf

cc: Ken Childress, Bays Mountain Park



AGENDA ACTION FORM

**Signal Maintenance Agreement with the Tennessee Department of Transportation (TDOT) for Modifications to Existing Traffic Signals**

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

Action Form No.: AF-255-2016  
 Work Session: October 3, 2016  
 First Reading: N/A

Final Adoption: October 4, 2016  
 Staff Work By: M. Thompson / T. Elsea  
 Presentation By: Ryan McReynolds

**Recommendation:**  
 Approve the Resolution.

**Executive Summary:**

TDOT is planning intersection improvements at SR-36 (Ft. Henry Dr.) and SR-126 (Memorial Blvd.) by modifying the traffic signals as well as modifying or adding signs and markings in an effort to improve driver safety. This project is part of a state safety audit, and therefore is eligible for the Highway Safety Improvement Program (HSIP) funds, and no local match is required. Entering into this Agreement will allow TDOT to proceed with modifications of the traffic signals by agreeing the City is responsible for maintenance of the traffic signals once modifications are made.

City staff has reviewed the safety audit, and recommends entering into the maintenance agreement with TDOT – Agreement No: 160181; Project Identification No: 124932.00; Federal Project No: HSIP-36(65); State Project No: 82006-3285-94.

**Attachments:**

1. Resolution
2. Agreement (2 pages)
3. Improvement Details (Memo & Location Maps)

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

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

A RESOLUTION APPROVING AN AGREEMENT WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR MODIFICATIONS TO EXISTING TRAFFIC SIGNALS AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, as part of a state safety audit, the Tennessee Department of Transportation will modify existing traffic signals; and

WHEREAS, the modifications and intersection improvements will be at SR-36 (Fort Henry Drive) and SR-126 (Memorial Boulevard);

WHEREAS, the Tennessee Department of Transportation will be adding signs and markings in an effort to improve driver safety; and

WHEREAS, no local match is required.

Now therefore,

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

SECTION I. That an agreement with the Tennessee Department of Transportation for intersection modifications and improvements of SR-36 (Fort Henry Drive) and SR-126 (Memorial Boulevard) 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, an agreement with the Tennessee Department of Transportation for intersection modification and improvements at the intersections of SR-36 (Fort Henry Drive) and SR-126 (Memorial Boulevard) and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution, said agreement being as follows:

SIGNAL MAINTENANCE AGREEMENT  
AGREEMENT No.: 160181  
PROJECT IDENTIFICATION No.: 124932.00  
FEDERAL PROJECT No.: HSIP-36(65)  
STATE PROJECT No.: 82006-3285-94  
State of Tennessee Department of Transportation  
LOCAL AGENCY PROGRAM AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and the City of Kingsport (hereinafter called the "Agency").

W I T N E S S E T H

WHEREAS, the Department desires to make modifications to the existing traffic signals within the jurisdictional limits of the Agency and

WHEREAS, the Agency, in recognition of the benefits to be received from the modifications to the said traffic signal desires to cooperate with the Department such that the traffic signal may be installed, operated and maintained.

NOW THEREFORE, in consideration of these premises, the Department and the Agency hereby enter into agreement to provide performance of the project.

SECTION I: The Project to be performed is described as follows:

"Signals at SR-36 Ramp to Memorial Blvd RT and Ramp from Sherwood Rd LT to Ramp from memorial Blvd RT and Sherwood Rd LT at LM 7.48"

SECTION II: The Agency shall be solely responsible for and pay all costs associated with maintenance and operation of all electrically operated devices together with the related equipment, wiring and other necessary appurtenances, and the Agency shall furnish electrical current to all such devices which may be installed as part of the project. Additionally, the Agency shall be solely responsible for and pay all costs associated with the maintenance and operation of solar- powered devices, including, but not limited to, replacement of solar panels, batteries, lights and lenses.

SECTION III: The Agency agrees to comply with all applicable federal and state laws and regulations in the performance of its duties under this contract. The parties hereby agree that failure of the Agency to comply with this provision shall constitute a material breach of this agreement and subject the Agency to the repayment of all state funds expended, or expenses incurred, under this agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

(Acknowledgements Deleted for Inclusion in this Resolution)

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

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

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

ADOPTED this the 4<sup>th</sup> day of October, 2016.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**AGREEMENT NO: 160181**  
**PROJECT IDENTIFICATION NO: 124932.00**  
**FEDERAL PROJECT NO: HSIP-36(65)**  
**STATE PROJECT NO: 82006-3285-94**  
**State of Tennessee Department of Transportation**

**LOCAL AGENCY PROGRAM AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and the City of Kingsport (hereinafter called the "Agency").

**W I T N E S S E I H:**

WHEREAS, the Department desires to make modifications to the existing traffic signals within the jurisdictional limits of the Agency and

WHEREAS, the Agency, in recognition of the benefits to be received from the modifications to the said traffic signal desires to cooperate with the Department such that the traffic signal may be installed, operated and maintained.

NOW THEREFORE, in consideration of these premises, the Department and the Agency hereby enter into agreement to provide performance of the project.

**SECTION I: The Project to be performed is described as follows:**

**"Signals at SR-36 Ramp to Memorial Blvd RT and Ramp from Sherwood Rd LT to Ramp from memorial Blvd RT and Sherwood Rd LT at LM 7.48"**

**SECTION II: The Agency shall be solely responsible for and pay all costs associated with maintenance and operation of all electrically operated devices together with the related equipment, wiring and other necessary appurtenances, and the Agency shall furnish electrical current to all such devices which may be installed as part of the project. Additionally, the Agency shall be solely responsible for and pay all costs associated with the maintenance and operation of solar-powered devices, including, but not limited to, replacement of solar panels, batteries, lights and lenses.**

**SECTION III: The Agency agrees to comply with all applicable federal and state laws and regulations in the performance of its duties under this contract. The parties hereby agree that failure of the Agency to comply with this provision shall constitute a material breach of this agreement and subject the Agency to the repayment of all state funds expended, or expenses incurred, under this agreement.**

**IN WITNESS WHEREOF**, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

**CITY OF KINGSPORT**

**STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION**

**By:** \_\_\_\_\_  
**John Clark**  
**Mayor**

\_\_\_\_\_  
**Date**

**By:** \_\_\_\_\_  
**John C. Schroer**  
**Commissioner**

\_\_\_\_\_  
**Date**

**APPROVED AS TO  
FORM AND LEGALITY**

**APPROVED AS TO  
FORM AND LEGALITY**

**By:** \_\_\_\_\_  
**Mike Billingsley**  
**Attorney**

\_\_\_\_\_  
**Date**

**By:** \_\_\_\_\_  
**John Reinbold**  
**General Counsel**

\_\_\_\_\_  
**Date**



*Office of the Assistant City Manager, Operations*

225 West Center Street • Kingsport, TN 37660 • 423-229-9471  
RyanMcReynolds@KingsportTN.gov

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To: BMA Packet

From: RyanMcReynolds, P.E.

Date: September 27, 2016

RE: AF 255-2016 TDOT Signal Maintenance Agreement – Memorial Blvd. and Sherwood Rd.

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This project is an example of the positive collaborative work our Traffic Division performs on an ongoing basis with Region One TDOT staff. Through data collection and analysis, knowledge of the transportation system and expressed concerns from the public; our staff brings various safety related issues to TDOT's attention. Typically, our staff initiates the process by requesting a field review of specific safety issues within the City limits along state owned roadways. Once reviewed, analyzed and designed by TDOT, the projects move to the implementation/construction phase by TDOT.

Past examples of other projects that have either been performed or in process are as follows:

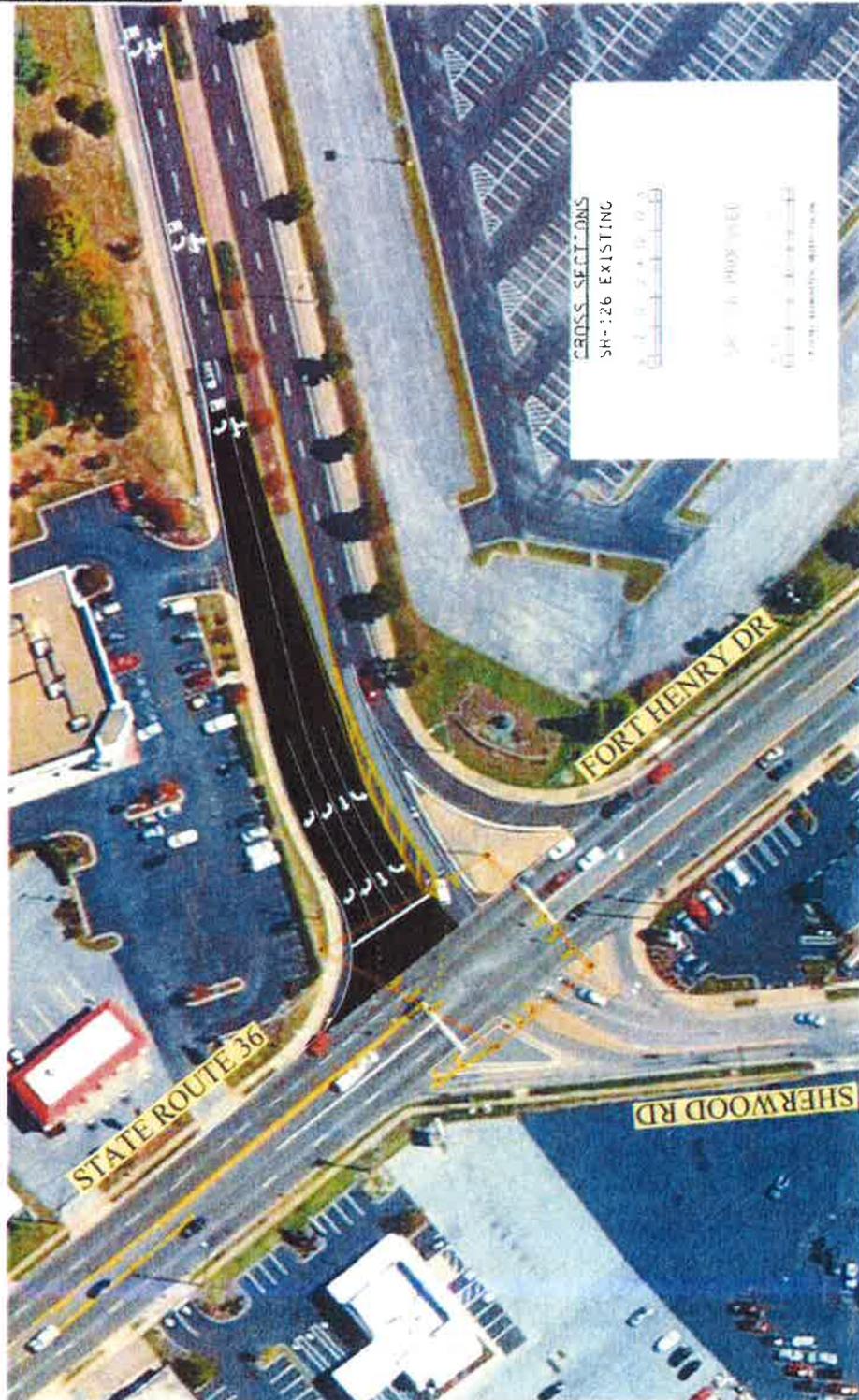
- Signalization improvements of Lynn Garden Drive
- Dedicated turn lanes along Stone Drive (SR-1) at the intersections of East Avenue, Walnut Avenue and Morison Avenue
- Signalization of Carolina Pottery Drive / Overhill Drive and State Route 126,
- Signalization of Flagship Drive and Airport Parkway (SR-357)
- Intersection Improvements at Moreland Drive / Hemlock Road and Ft. Henry Drive (SR-36)
- Intersection Improvements at Memorial Boulevard (SR-126) and Ft. Henry Drive (SR-36)
- School Warning Improvements at Jackson Elementary along Stone Drive (SR-1), Kennedy Elementary (SR-36) and North High School (SR-93)9470

Please let me know if you need any further information.

**Existing Layout:**



**Proposed Improvements:**



**EXHIBIT "A"****APPLICATION FOR  
SPOT SAFETY IMPROVEMENT PROJECT****4/15/2015****County/City:** Sullivan County**Route/Road:** SR-36, Fort Henry Drive**Project Termini/Description:** SR-36 from L.M. 7.48 to L.M. 7.58, Intersection improvement with SR-126 L.M. 3.11 to L.M. 3.40.**Problem:**

The intersection experiences a crash rate higher than statewide and critical average due to the number of turning vehicles. The highest percentage of crashes is rear end collisions caused by right-turns from SR-126 onto SR-36. Signal installation needs to be upgraded.

**Proposed Solution:**

- Upgrade signal with new heads and back plates
- Install additional pole with mast arm for the dual signal head
- Update signal span wire and tether
- Realign the right deceleration on SR-126 to bring under signal control
- Widen SR-126 to allow for dual rights, a thru, and left turn lane
- Eliminate the narrow median on SR-126 creating a single inbound lane
- Restripe to allow the right turns from SR-36 northbound to have their own lane

**Note:** Attach maps, sketches, pictures, etc. as supporting documentation**Traffic:**SR-36, Fort Henry Dr, 2014 AADT: 21,384SR-126, Memorial Blvd, 2014 AADT: 9,124Sherwood Rd, 2014 AADT: 4,132



AGENDA ACTION FORM

**Amendment Number One (Contract Time Extension) with the Tennessee Department of Transportation (TDOT) for the Greenbelt Pedestrian Bridge at Rotherwood**

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

Action Form No.: AF-261-2016  
Work Session: October 3, 2016  
First Reading: N/A

Final Adoption: October 4, 2016  
Staff Work By: Michael Thompson  
Presentation By: Ryan McReynolds

**Recommendation:**

Approve the Resolution.

**Executive Summary:**

In July 2012 the City entered into an Agreement with TDOT extending the greenbelt westward across the North Fork-Holston River and in to Hawkins County. This project also consists of a pedestrian bridge and boardwalk. Amendment Number One will amend the original Agreement by extending the contract period ending date for this project from November 1, 2016 to November 1, 2017. This action extends the City's Agreement with TDOT to align with the current construction schedule and therefore will continue to allow the City to receive the 80% reimbursement for the remaining construction cost.

Therefore we request Amendment Number One (PIN 110538.03) be approved extending the contract period ending date from November 1, 2016 to November 1, 2017.

**Attachments:**

- 1. Resolution
- 2. Amendment Number One

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

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

A RESOLUTION APPROVING AMENDMENT NUMBER ONE TO THE AGREEMENT WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR THE GREENBELT PEDESTRIAN BRIDGE PROJECT AT ROTHERWOOD AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

WHEREAS, on October 5, 2010, the board approved a resolution authorizing the mayor to execute all documents necessary and proper to apply for and receive grant funds for the Greenbelt Pedestrian Bridge Project, receipt of the grant funds, and the execution of any contract for such funds;

WHEREAS, Amendment Number One amends the original grant contract by extending the contract period ending date from November 1, 2016, to November 1, 2017; and

Now therefore,

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

SECTION I. That Amendment Number One to the Greenbelt Pedestrian Bridge Project with the Tennessee Department of Transportation, 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, Amendment Number One to the Greenbelt Pedestrian Bridge Project with the Tennessee Department of Transportation, and all other documents necessary and proper to effectuate the purpose of the agreement or this resolution, said amendment being generally as follows:

Amendment Number: 1  
Agreement Number: 110308  
Project Identification Number: 110538.03  
Federal Project Number: STP-EN-9108(43)  
State Project Number: 82LPLM-F3-038

FOR IMPLEMENTATION OF SURFACE TRANSPORTATION PROGRAM  
ACTIVITY

THIS AGREEMENT AMENDMENT is made and entered into this \_\_\_\_ day of \_\_\_\_, 20\_\_ by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and CITY OF KINGSPORT (hereinafter called the "Agency") for the purpose of providing an understanding between the parties of their respective obligations related to the management of the project described as:

**Greenbelt Pedestrian Bridge:** Construction of a 620 linear foot trail and bridge across the Holston River. Project also includes a retaining wall, pedestrian amenities and landscaping.

1. The language of Agreement #110308 dated September 5, 2012 Section B.2a is hereby deleted in its entirety.
2. The following is added as B.2a.

B.2 Completion Date

- a.) The Agency shall complete the herein assigned phases of the Project on or before **November 1, 2017**. The Department shall have no aforesaid completion date. An extension of the aforesaid completion date of this Agreement may on be effected by a written amendment to the Agreement, which has been executed and approved by the

appropriate parties as indicated on the signature page of this Agreement. Otherwise, without an extension of the aforesaid completion date of this Agreement, the Department shall have no obligation to reimburse the Agency for expenditures after the aforesaid completion date.

All provisions of the original contract not expressly amended hereby shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

(Acknowledgements Deleted for Inclusion in this Resolution)

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

SECTION 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 4<sup>th</sup> day of October, 2016.

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JOHN CLARK, MAYOR

ATTEST:

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JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

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J. MICHAEL BILLINGSLEY, CITY ATTORNEY

**Amendment Number: 1**

**Agreement Number: 110308**

**Project Identification Number: 110538.03**

**Federal Project Number: STP-EN-9108(43)**

**State Project Number: 82LPLM-F3-038**

**FOR IMPLEMENTATION OF SURFACE TRANSPORTATION  
PROGRAM ACTIVITY**

THIS AGREEMENT AMENDMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and the CITY OF KINGSPORT (hereinafter called the "Agency") for the purpose of providing an understanding between the parties of their respective obligations related to the management of the project described as:

**Greenbelt Pedestrian Bridge:** Construction of a 620 linear foot trail and bridge across the Holston River. Project also includes a retaining wall, pedestrian amenities and landscaping.

1. The language of Agreement # 110308 dated September 5, 2012 Section B.2a is hereby deleted in its entirety.
2. The following is added as B.2a.

B.2 Completion Date

- a) The Agency shall complete the herein assigned phases of the Project on or before **November 1, 2017**. The Department shall have no obligation to reimburse the Agency for expenditures after the aforesaid completion date. An extension of the aforesaid completion date of this Agreement may on be effected by a written amendment to the Agreement, which has been executed and approved by the appropriate parties as indicated on the signature page of this Agreement. Otherwise, without an extension of the aforesaid completion date of this Agreement, the Department shall have no obligation to reimburse the Agency for expenditures after the aforesaid completion date.

All provisions of the original contract not expressly amended hereby shall remain in full force and effect.

Amendment Changing a Specific Paragraph(s)

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

**CITY OF KINGSPORT**

**STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
**John Clark**                      **Date**  
**Mayor**

By: \_\_\_\_\_  
**John C. Schroer**                      **Date**  
**Commissioner**

***APPROVED AS TO FORM AND  
LEGALITY***

***APPROVED AS TO FORM AND  
LEGALITY***

By: \_\_\_\_\_  
**Mike Billingsley**                      **Date**  
**City Attorney**

By: \_\_\_\_\_  
**John Reinbold**                      **Date**  
**General Counsel**



**AGENDA ACTION FORM**

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

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

Action Form No.: AF-259-2016  
 Work Session: October 3, 2016  
 First Reading: N/A  
 Final Adoption: October 4, 2016  
 Staff Work By: R. Trent; H. Clabaugh  
 Presentation By: R. McReynolds

**Recommendation:**

Approve the offers.

**Executive Summary:**

In order to continue extending sanitary sewer services in the Colonial Heights area, the Public Works Department has requested additional temporary rights-of-way and easements across affected properties for Phase 2 of the Colonial Heights Sanitary Sewer Extension Project. Appraisals have been prepared in accordance with the City of Kingsport's Real Property Acquisition Policies & Procedures and indicate the fair market values as per the below property owners.

This project will be funded under #SW1501.

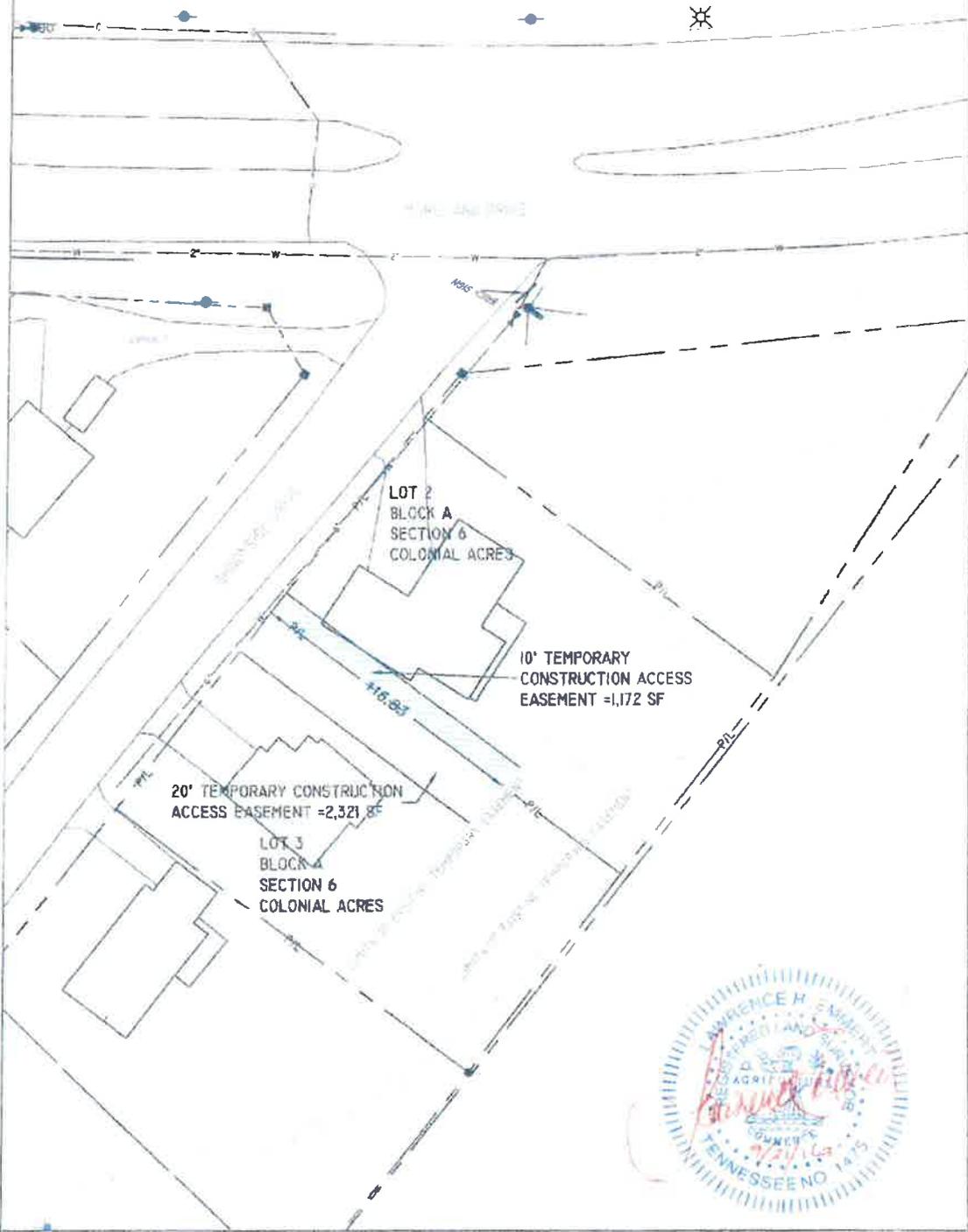
<u>Tax Map &amp; Parcel</u>	<u>Property Owner</u>	<u>Easement Area</u>	<u>Appraised Value</u>
#092I; C-002.00	Edna Greene 909 Shadyside Drive Kingsport, Tennessee 37663	Temp. 2,321 sq. ft.	\$1,282.00
#092I; C-003.00	Michael & Cathy Way 901 Shadyside Drive Kingsport, Tennessee 37663	Temp. 1,172 sq. ft.	\$647.00

**Attachment:**

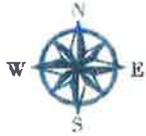
- 1. Location Map

Funding source appropriate and funds are available: 

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



ALL BEARINGS KGRN  
(KINGSPORT GEODETIC  
REFERENCE NETWORK)



**TEMPORARY CONSTRUCTION ACCESS EASEMENTS  
ACROSS**

**LOTS 2 & 3, BLOCK A, SECTION 6, COLONIAL ACRES**

LOCATED IN THE 15TH CIVIL DISTRICT OF SULLIVAN CO., TN

Lawrence H. Emmert, Registered Land Surveyor Tennessee No. 1475

OFFICE OF THE CITY ENGINEER  
DATE: 9-20-16

N-2569

KINGSPORT, TN  
SCALE: 1"=50'