



## **AGENDA**

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

**Monday, August 3, 2015  
Council Room, 2<sup>nd</sup> Floor, City Hall, 4:30 p.m.**

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

Mayor John Clark  
Vice Mayor Mike McIntire, Presiding  
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

1. Call to Order
2. Roll Call
3. Review of Fire Aerial Pumper Apparatus – Scott Boyd & Steve Hightower
4. Review of Items on August 4, 2015 Business Meeting Agenda
5. Adjourn

**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.**



## **AGENDA**

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

**BUSINESS MEETING**  
**Tuesday, August 4, 2015**  
**Large Courtroom – 2<sup>nd</sup> Floor, City Hall**  
**7:00 p.m.**

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

Mayor John Clark  
Vice Mayor Mike McIntire, Presiding  
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

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

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

#### **II.B. INVOCATION – Pastor Matthew Thomas, The Great Commission Church**

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

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

None

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

1. Work Session – July 20, 2015

2. Business Meeting – July 21, 2015
3. Called Work Session – July 27, 2015

## **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. Receive and Appropriate Arts Project Support Grant (AF: 218-2015) (Bonnie Macdonald)
  - Resolution
  - Ordinance – First Reading
2. Budget Cleanup Ordinance for FY15 (AF: 215-2015) (Jeff Fleming)
  - Ordinance – First Reading

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

1. Annex/Adopt Plan of Service for the Bays Mountain Road Annexation and Amend Zoning (AF 203-2015) (Corey Shepherd)
  - Ordinance – **Second Reading and Final Adoption**
2. Budget Ordinance to Transfer Funds for Roadway Improvements and Sidewalk Repair (AF: 205-2015) (Ryan McReynolds)
  - Ordinance – **Second Reading and Final Adoption**

### **D. OTHER BUSINESS**

1. Bid for the Purchase of One (1) Fire Aerial Pumper Apparatus (AF: 216-2015) (Craig Dye, Chris McCartt, Steve Hightower)
  - Resolution

### **E. APPOINTMENTS**

1. Appointments to the Tree Advisory Board (AF: 219-2015) (Mayor Clark)
  - Appointments

## **VII. CONSENT AGENDA**

1. Bid for the Purchase of Road Salt (AF: 210-2015) (Ryan McReynolds, Chris McCartt)
  - Resolution
2. Easements and Rights-of-Way for Phase 3 of the Colonial Heights Sewer Project (AF: 213-2015) (Ryan McReynolds)
  - Offers

3. Bid for Purchase of Turnout Gear (AF: 212-2015) (Craig Dye, Terry Arnold, Chris McCartt)
  - Resolution
4. Bid for the Landfill Clay Liner Project (AF: 214-2015) (Ryan McReynolds)
  - Resolution
5. Renew the Agreement with United Healthcare for Medicare Advantage Insurance (AF: 211-2015) (Terri Evans)
  - Resolution
6. Reject All Bids for SR-126 Wilcox Drive Sidewalk Phase 5 Improvements (AF: 217-2015) (Ryan McReynolds)
  - Resolution

#### **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, July 20, 2015, 4:30 PM  
Council Room – City Hall

PRESENT: Board of Mayor and Aldermen

Mayor John Clark  
Vice-Mayor Mike McIntire  
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. **WORK SESSION TICKLER.** Assistant City Manager Chris McCartt gave an update on the attendance and revenue at the Aquatic Center as well as the new ballfields.
4. **DISCUSSION OF THE ALDERMAN VACANCY.** City Manager Fleming gave details on this process and provided biographical information on the names submitted to him by the BMA for alderman candidates: Darrell Duncan and Andy Wampler. Mayor Clark, Vice-Mayor McIntire, Alderman Mitchell and Alderman Parham expressed their intentions to support Mr. Duncan. Alderman George and Alderman Olterman gave reasons for supporting Mr. Wampler although they both stated they would support the majority decision. After much discussion, Mr. Fleming stated staff would put this item on the agenda for tomorrow night's business meeting.
5. **REVIEW OF AGENDA ITEMS ON THE JULY 21, 2015 REGULAR BUSINESS MEETING AGENDA.** City Manager Fleming, members of staff and community members gave a summary or presentation for each item on the proposed agenda. Those items the Board discussed at greater length or which received specific questions or concerns included:

**VI.A.1 Annex/Adopt Plan of Service for the Bays Mountain Road Annexation and Amend Zoning (AF: 203-2015).** City Planner Corey Shepherd presented this item, noting it is mutually beneficial to the property owner and the city and pointed out it is smart growth. Some discussion followed.

**VI.A.2 Annexation Annual Plan of Services Report (AF: 204-2015).** City Planner Corey Shepherd gave details on this item, explaining the how the plan of services is implemented and completed for the benefit of the new board members. Discussion ensued and Corey answered questions from the board.

**Minutes of the Regular Work Session of the Board of Mayor and Aldermen of  
Kingsport, Tennessee, Monday, July 20, 2015**

**VI.D.1 Change Order to the Contract with Denark Construction, Inc. for the Brickyard Park Ball Fields (AF: 208-2015).** City Manager Fleming pointed out this would be the final change order for this project and would close it out completely. Assistant City Manager McCartt noted the project was still within budget, this change order simply reflected the amount was over the initial contract with Denark.

**VI.D.2 Amendment of Engineering Contract for the Reedy Creek Trunk Sewer Improvements (AF: 198-2015).** City Manager Fleming stated this was part of the waste water master plan and explained the parameters for these improvements. Assistant City Manager McReynolds provided further details, noting it would be travelling along the existing trunk line.

City Manager Fleming explained that more items have been included in the consent agenda, pointing out these items have already been discussed and are within budget.

**BOARD COMMENT.** None.

**PUBLIC COMMENT.** Alderman Olterman commented the city needs to look at putting money back to maintain city buildings. Mr. Fleming stated this is done during the budget process. Mr. Shadden, maintenance for Kingsport Schools answered questions and provided information on Item VII.3. Some discussion followed.

**8. ADJOURN.** Seeing no other matters presented for discussion at this work session, Mayor Clark adjourned the meeting at 5:45 p.m.

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ANGELA MARSHALL  
Deputy City Recorder

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JOHN CLARK  
Mayor

Minutes of the Regular Business Meeting of the  
Board of Mayor and Aldermen of the City of Kingsport, Tennessee  
Tuesday, July 21, 2015, 7:00 PM  
Large Court Room – City Hall

PRESENT:

Board of Mayor and Aldermen

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

Alderman 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:** New Vision Youth.
- II.B. **INVOCATION:** Minister Phip Sams – First Christian Church.
- IIIA. **SWEARING IN OF ELECTED BOARD MEMBERS:** Judge McLellan -  
Tommy Olterman, Alderman.
- IIIB. **ROLL CALL:** By City Recorder Demming. All Present.
- IIIC. **VACANCY IN THE OFFICE OF ALDERMAN.**

Motion/Second: McIntire/Parham, to pass:

- 1. Appointment to the Board of Mayor and Alderman (AF: 209-2015) (Mayor Clark).
  - Darrell Duncan

Passed: All present voting “aye.”

- IIID. **SWEARING IN OF APPOINTED BOARD MEMBER** – Judge McLellan.
- IV. **RECOGNITIONS AND PRESENTATIONS.**
  - 1. Keep Kingsport Beautiful Award Recognition – Robin Cleary.
- V. **APPROVAL OF MINUTES.**

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

- A. July 6, 2015 Regular Work Session
- B. July 7, 2015 Regular Business Meeting

Approved: All present voting “aye.”

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, July 21, 2015**

**VI. COMMUNITY INTEREST ITEMS.**

**A. PUBLIC HEARINGS.**

**1. Annex/Adopt Plan of Service for the Bays Mountain Road  
Annexation and Amend Zoning (AF: 203-2015) (Corey Shepherd).**

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

Motion/Second: McIntire/Mitchell, to pass:

**Resolution No. 2016-015**, A RESOLUTION TO ANNEX THAT CERTAIN TERRITORY ADJOINING THE PRESENT CORPORATE BOUNDARIES OF THE CITY OF KINGSPORT, EMBRACING THAT CERTAIN PART OF THE 13<sup>th</sup> CIVIL DISTRICT OF SULLIVAN COUNTY, TENNESSEE, AND KNOWN AS THE BAYS MOUNTAIN PARK ROAD 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

Passed: All present voting "aye."

Motion/Second: McIntire/Parham, to pass:

**Resolution No. 2016-016**, A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE BAYS MOUNTAIN PARK ROAD ANNEXATION OF THE CITY OF KINGSPORT, TENNESSEE

Passed: All present voting "aye."

Motion/Second: McIntire/Parham, to pass:

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY ADJACENT TO BAYS MOUNTAIN PARK ROAD FROM R-1, SINGLE FAMILY RESIDENTIAL DISTRICT TO R-1B, SINGLE FAMILY RESIDENTIAL IN THE 13<sup>TH</sup> CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**2. Annexation Annual Plan of Services Report (AF: 204-2015)**  
(Corey Shepherd). City Planner Corey Shepherd gave a brief presentation on this item.

**PUBLIC COMMENT ON ITEM VI.A.2. 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, July 21, 2015**

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

**1. Budget Ordinance to Transfer Funds for Roadway Improvements and Sidewalk Repair (AF: 205-2015) (Ryan McReynolds).**

Motion/Second: George/Mitchell, to pass:

AN ORDINANCE TO AMEND THE GENERAL PROJECT FUND BUDGET BY TRANSFERRING FUNDS TO THE ROADWAY IMPROVEMENTS AND SIDEWALK REPAIR PROJECT FOR THE YEAR ENDING JUNE 30, 2016; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

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

**1. Amend Zoning of the 124 Bloomingdale Pike Property, a Portion of the Existing Bloomingdale Terrace Apartment Development (AF: 173-2015) (Ken Weems).**

Motion/Second: McIntire/Duncan, to pass:

**ORDINANCE NO. 6502**, AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY ADJACENT TO BLOOMINGDALE PIKE FROM B-3, HIGHWAY ORIENTED BUSINESS DISTRICT TO R-3, LOW DENSITY APARTMENT DISTRICT IN THE 11<sup>TH</sup> CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**2. Budget Ordinance for Citywide Sanitary Sewer Improvements Project (AF: 175-2015) (Ryan McReynolds).**

Motion/Second: Parham/Olterman, to pass:

**ORDINANCE NO. 6503**, AN ORDINANCE TO AMEND THE SEWER PROJECT FUND BUDGET BY TRANSFERRING FUNDS TO THE CITYWIDE SANITARY SEWER PROJECT FOR THE YEAR ENDING JUNE 30, 2016; 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. Bid Award to Thomas Construction, Inc. for Systemwide Water Upgrades – Phase 1 (AF: 186-2015) (Ryan McReynolds)**

Motion/Second: McIntire/George, to pass:

**ORDINANCE NO. 6504**, AN ORDINANCE TO AMEND THE WATER PROJECT FUND BUDGET BY TRANSFERRING FUNDS TO THE SYSTEM WATER UPGRADES PHASE I PROJECT FOR THE YEAR ENDING JUNE 30, 2016; AND TO FIX THE

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, July 21, 2015**

**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. Approve Lynn View Community Center Appropriation for Block Party (AF: 191-2015) (Morris Baker)**

Motion/Second: Mitchell/Parham, to pass:

**ORDINANCE NO. 6505**, AN ORDINANCE TO AMEND THE GENERAL PROJECT-SPECIAL REVENUE FUND BUDGET BY APPROPRIATING DONATIONS RECEIVED FOR THE FUNFEST BLOCK PARTY FOR THE YEAR ENDING JUNE 30, 2016; 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. Change Order to the Contract with Denark Construction, Inc. for the Brickyard Park Ball Fields (AF: 208-2015) (Chris McCartt).**

Motion/Second: George/Mitchell, to pass:

**Resolution No. 2016-017**, A RESOLUTION APPROVING CHANGE ORDER #3 TO THE CONTRACT WITH DENARK CONSTRUCTION, INC. FOR THE BRICKYARD PARK BALL FIELDS PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE CHANGE ORDER

Passed: All present voting "aye."

**2. Amendment of Engineering Contract for the Reedy Creek Trunk Sewer Improvements (AF: 198-2015) (Ryan McReynolds).**

Motion/Second: McIntire/Parham, to pass:

**Resolution No. 2016-018**, A RESOLUTION APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH GRESHAM, SMITH & PARTNERS FOR DESIGN OF REEDY CREEK TRUNK SEWER IMPROVEMENTS; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

Passed: All present voting "aye."

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, July 21, 2015**

**E. APPOINTMENTS/REAPPOINTMENTS.**

**1. Appointment to the Visitor Enhancement Program**  
(AF: 196-2015) (Mayor Clark).

Motion/Second: George/Parham, to approve:  
APPOINTMENT OF MR. CHRIS PATEL TO SERVE A THREE-YEAR TERM ON THE  
**VISITOR ENHANCEMENT PROGRAM** EFFECTIVE IMMEDIATELY AND EXPIRING  
ON JULY 31, 2018.

Passed: All present voting "aye."

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

Motion/Second: Parham/McIntire, to adopt:

**1. Accept Deeds and Deeds of Easements** (AF: 197-2015)  
(Mike Billingsley).

Pass:

**Resolution No. 2016-019**, A RESOLUTION TO ACCEPT DEEDS, DEEDS OF EASEMENT, AND OTHER MUNIMENT OF TITLE FROM THE VARIOUS PROPERTY OWNERS AND OTHERS HAVING AN INTEREST IN PROPERTY AS HEREINAFTER SET OUT, CONVEYING TO THE CITY OF KINGSPORT, A MUNICIPAL CORPORATION OF THE STATE OF TENNESSEE, TITLE TO THE PROPERTY DESCRIBED IN SUCH DEEDS, DEEDS OF EASEMENT, AND OTHER MUNIMENT OF TITLE, LOCATED IN THE 7<sup>TH</sup>, 10<sup>TH</sup>, 11<sup>TH</sup>, 12<sup>TH</sup>, 13<sup>TH</sup> AND 14<sup>TH</sup> CIVIL DISTRICTS OF SULLIVAN COUNTY, TENNESSEE AND THE 7<sup>TH</sup> CIVIL DISTRICT OF HAWKINS COUNTY, TENNESSEE.

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

**2. Amend Agreement with Cartegraph Systems, Inc.**  
(AF: 199-2015) (Ryan McReynolds).

Pass:

**Resolution No. 2016-020**, A RESOLUTION APPROVING AN AMENDMENT THE AGREEMENT WITH CARTEGRAPH SYSTEMS, INC.; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

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

**3. Bid Award for Partial EPDM Membrane Roof Replacement at John Sevier Middle School to Morristown Roofing** (AF: 200-2015) (Bill Shedden).

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of the City of Kingsport, Tennessee, Tuesday, July 21, 2015**

Pass:

**Resolution No. 2016-021**, A RESOLUTION AWARDED THE BID FOR THE PARTIAL EPDM MEMBRANE ROOF REPLACEMENT AT JOHN SEVIER MIDDLE SCHOOL TO MORRISTOWN ROOFING COMPANY AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

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

**4. Laptops for All High School Students in the Kingsport City School System** (AF: 201-2015) (John Payne).

Pass:

**Resolution No. 2016-022**, A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR 2300 DELL LATITUDE 3340 LAPTOP COMPUTERS TO INSIGHT PUBLIC SECTOR FOR HIGH SCHOOL STUDENTS IN THE KINGSFORT CITY SCHOOLS

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

**5. Agreement with Department of Justice for the Equitable Sharing Program** (AF: 202-2015) (David Quillin).

Pass:

**Resolution No. 2016-023**, A RESOLUTION APPROVING AN EQUITABLE SHARING AGREEMENT AND CERTIFICATION WITH THE UNITED STATES DEPARTMENT OF JUSTICE ALLOWING THE KINGSFORT POLICE DEPARTMENT TO PARTICIPATE IN THE FEDERAL ASSET FORFEITURE PROGRAM; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

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

**6. Renew Concession Food Service Distributors for the Kingsport Aquatic Center** (AF-169-2015) (Chris McCartt).

Pass:

**Resolution No. 2016-024**, A RESOLUTION RENEWING THE CONTRACT FOR CONCESSION FOOD SERVICE DISTRIBUTOR FOR THE KINGSFORT AQUATIC CENTER TO THE H.T. HACKNEY COMPANY AND B.K.T., INC.; AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

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

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of the City of Kingsport, Tennessee, Tuesday, July 21, 2015**

**7. Contract with Virginia Department of Transportation Accepting  
Federal and State Funds (AF-176-2015) (Bill Albright).**

Pass:

**Resolution No. 2016-025**, A RESOLUTION APPROVING A LETTER OF AUTHORIZATION BETWEEN THE CITY OF KINGSFORT AND THE VIRGINIA DEPARTMENT OF TRANSPORTATION TO RECEIVE FEDERAL HIGHWAY ADMINISTRATION PLANNING FUNDS FOR USE BY THE KINGSFORT AREA METROPOLITAN TRANSPORTATION PLANNING ORGANIZATION FOR THE FISCAL YEAR 2016; AUTHORIZING THE MAYOR TO EXECUTE THE SAME; AND AUTHORIZING THE MAYOR TO EXECUTE ANY OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE LETTER OF AUTHORIZATION

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

**8. Bid Award for Purchase of Four (4) Compact Cargo Vans to  
Empire Ford, Inc. (AF-207-2015) (Chris McCartt, Ryan McReynolds, Steve Hightower).**

Pass:

**Resolution No. 2016-026**, A RESOLUTION AWARDING THE BID FOR THE PURCHASE OF FOUR COMPACT CARGO VANS TO EMPIRE FORD, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

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

**9. Agreement with FC Dallas Tri Soccer Organization  
(AF-206-2015) (Morris Baker).**

Pass:

**Resolution No. 2016-027**, A RESOLUTION APPROVING AGREEMENTS WITH FC DALLAS TRI, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENTS AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

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

**VIII. COMMUNICATIONS.**

- A. CITY MANAGER.** Mr. Fleming recognized the city workers, mostly Public Works, who were involved with Funfest.

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, July 21, 2015**

**B. MAYOR AND BOARD MEMBERS.** Alderman Olterman thanked the voters, stating he will try to live up to their expectations. Alderman George pointed out Saturday is National Carousel Day with events planned at the Carousel. She also commented on the upcoming ribbon cutting for the Barking Lot and Mr. Wayne Fortney's hot air balloon. Vice-Mayor McIntire thanked everyone involved with Funfest: public works, police, fire, schools and parks and recreation. He noted school starts before the next BMA meeting and asked everyone to be aware of the kids and traffic. Alderman Duncan thanked the BMA for the affirmation to serve and his wife for her support. He also stated the high school band football practice is already underway. Alderman Mitchell stated while she was in Chicago she met people from Albuquerque who commended Funfest, stating she was proud at the efficient clean-up compared to festivals in Chicago. Alderman Parham congratulated Alderman Duncan and thanked Andy Wampler. He stated he was excited about the future with the new team on the BMA. Mayor Clark stated the new board will be able to tackle challenges with high confidence. He commented on the benefit of Funfest for the local economy and thanked visitors, noting sales tax revenues are also up. The mayor also informed the public there will be a called work session on Monday where Pat Hardy from MTAS will be providing training for new board members.

**C. VISITORS.** None.

**IX. ADJOURN.** Seeing no other business for consideration at this meeting, Mayor Clark adjourned the meeting at 8:00 p.m.

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ANGELA MARSHALL  
Deputy City Recorder

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JOHN CLARK  
Mayor

Minutes of the Special Called Work Session of the  
Board of Mayor and Aldermen, City of Kingsport, Tennessee  
Monday, July 27, 2015, 3:00 PM  
Council Room – City Hall

PRESENT: 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  
J. Michael Billingsley, City Attorney  
James H. Demming, City Recorder

1. **CALL TO ORDER:** 3:00 p.m. by Mayor Clark.
2. **ROLL CALL:** By Deputy City Recorder Marshall.
3. **MTAS TRAINING.** Mr. Pat Hardy presented training for newly elected officials to the board and answered questions.
4. **ADJOURN.** Seeing no other matters presented for discussion at this work session, Mayor Clark adjourned the meeting at 4:20 p.m.

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ANGELA MARSHALL  
Deputy City Recorder

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JOHN CLARK  
Mayor



**AGENDA ACTION FORM**

**Receive and Appropriate Arts Project Support Grant**

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

Action Form No.: AF-218-2015  
 Work Session: August 3, 2015  
 First Reading: August 4, 2015

Final Adoption: August 4, 2015  
 Staff Work By: B. MacDonald, M. Baker,  
 J. Smith  
 Presentation By: Bonnie Macdonald

**Recommendation:**

Approve the Resolution and Ordinance.

**Executive Summary:**

The Tennessee Arts Commission annually calls for proposals for the Arts Project Support Grant. The Office of Cultural Arts has received this grant for the past 8 years. This application is for FY16 funding. The maximum award is \$9,000 and a 1:1 match will be provided by support of programming of the Farmers Market and Carousel Project. Funding from this grant will be used to support artist demonstration/residencies associated with the Farmers Market and Carousel.

**Attachments:**

1. Resolution
2. Ordinance
3. Contract

Funding source appropriate and funds are available: js

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



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

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL  
DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND  
RECEIVE AN ARTS PROJECT SUPPORT GRANT FROM THE  
TENNESSEE ARTS COMMISSION

WHEREAS, the city would like to apply for a Tennessee Arts Commission Arts Project Support grant to support the artist demonstration and residencies associated with the Farmers Market and Carousel; and

WHEREAS, the maximum amount of the grant is \$9,000.00, and requires a one to one match, which will be provided by budget ordinance;

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney and subject to the requirements of Article X, Chapter 10 of the Charter of the City of Kingsport, all documents necessary and proper to receive a Tennessee Arts Commission Arts Project Support Grant in the amount of \$9,000.00.

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

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

ADOPTED this the 4th day of August, 2015.

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

AN ORDINANCE TO AMEND THE GENERAL FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM THE TENNESSEE ARTS COMMISSION FOR THE YEAR ENDING JUNE 30, 2016; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Fund Cultural Arts operating budget be amended by appropriating grant funds received from the Tennessee Arts Commission in the amount of \$4,390 to support artist demonstration/residencies associated with the Farmers Market and Carousel. These funds are a 1:1 match and provided for in the FY16 operating budget.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b>Fund 110: General Fund</b>			
<b><u>Revenues:</u></b>	\$	\$	\$
110-0000-332-3200 TN. Arts Commission	0	4,390	4,390
<b>Totals:</b>	<b>0</b>	<b>4,390</b>	<b>4,390</b>
<b><u>Expenditures:</u></b>	\$	\$	\$
110-4512-471-2020 Professional Consultant	8,000	4,390	12,390
<b>Totals:</b>	<b>8,000</b>	<b>4,390</b>	<b>12,390</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: \_\_\_\_\_



## GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

<b>Begin Date</b> 7/1/2015	<b>End Date</b> 6/30/2016	<b>Agency Tracking #</b> 31625-26398	<b>Edison ID</b> PO from DGA#44924		
<b>Grantee Legal Entity Name</b> City of Kingsport for the Office of Cultural Arts			<b>Edison Vendor ID</b> 1562		
<b>Subrecipient or Contractor</b> <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor		<b>CFDA # NA</b>  <b>Grantee's fiscal year end</b> 6/30			
<b>Service Caption (one line only)</b> Arts Program Categorical Grants - APS					
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Grant Contract Amount</b>
2016	\$4,390.00	0.00	0.00	0.00	\$4,390.00
<b>TOTAL:</b>	<b>\$4,390.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>\$4,390.00</b>
<b>Grantee Selection Process Summary</b>					
<input checked="" type="checkbox"/> Competitive Selection		As described in delegated grant authority 44924			
<input type="checkbox"/> Non-competitive Selection					
<b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.  <i>COLOR White</i>			<b>CPO USE - GG</b>		
<b>Speed Chart (optional)</b> 28		<b>Account Code (optional)</b> 71302000			

**GRANT CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
TENNESSEE ARTS COMMISSION  
AND  
CITY OF KINGSPORT FOR THE OFFICE OF CULTURAL ARTS**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Tennessee Arts Commission, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee City of Kingsport for the Office of Cultural Arts, hereinafter referred to as the "Grantee," is for the provision of Arts Program Categorical services- APS, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 1562

**A. SCOPE OF SERVICES AND DELIVERABLES:**

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall plan and execute projects for the purpose of expanding, improving and developing the arts in Tennessee in the single category APS identified below in accordance with application number 26398.
- a. Arts Access (AA): offers direct support for arts projects and/or technical assistance to arts organizations of color and arts project support to organizations whose programs and services primarily benefit diverse cultures of color and/or persons with disabilities.
  - b. Arts Education (AE)/Funds at Risk Youth (FAY): aims to integrate the arts into basic school curriculum and to provide arts activities and educational opportunities to under-served and at-risk youth in rural and urban communities in Tennessee. Emphasis on exposure to, experience in, and appreciation of the arts and awakening of natural creativity.
  - c. Arts Project Support (APS): provides funds for a wide variety of quality arts and humanities projects and public programs.
  - d. Rural Arts Project Support (RAPS): provides funds for a wide variety of arts projects and programs for organizations located in counties with lower population.
  - e. Partnership Support (PS)-formerly General Operating Support (GOS) - provides non-project assistance toward ongoing-administrative and programmatic costs. Applicants must be an established, single entity arts-committed organization or an art council or arts center responsible for their own programming.
  - f. Major Cultural Institutions (MCI): offers general, non-project-specific support to those well-established Tennessee Arts organizations, which represent the highest level of quality programs and administration.
  - g. Cultural Education Partnership (CEP): offers general, non-project support to well-established, free-standing, and accredited 501 (c) (3) college/university level arts educational institutions.
  - h. Special Opportunities (SPECOP): provides funds for unexpected but important art activities throughout the Commission's fiscal year.
  - i. Technical Assistance (TA): provides funds for special technical assistance, often by out-of-state consultants, during the Commission's fiscal year and is for intensive work needed to strengthen the applicant organization.
  - j. Touring arts program (TOUR): brings professional performers to communities across the state by providing for financial assistance to qualified Tennessee presenters. Grant funds are used to pay a portion of the artist's fee, which is established by the artist.
  - k. Commission Initiatives (CI), including Targeted Arts Development Initiative: provides for funds for special requests to the Commission from Tennessee organizations for one-time projects that do not fit into one of the Commission's regular grant programs.
  - l. Value Plus Schools (VP): provides additional support for arts integration in teacher planning and lessons for the Value Plus Schools programs.
  - m. Individual Artist Fellowships (IAF): awards fellowships to outstanding artists who live and work in Tennessee for the purpose of expanding, improving and developing their artistic talents. No specific project has to be carried out with funds for this award.

- n. Professional Development Support (PDS): to help Tennessee art administrators and/or individual artists of all disciplines to take advantage of unique opportunities that will significantly benefit their work or career development in Tennessee.
- o. Arts Education-Teacher Incentives (AE-TI): to help full-time K-12 educators to take advantage of unique opportunities that will significantly benefit their work or career development in arts integration.

A.3. Required Use of Tennessee Arts Commission Logo. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee shall include the Tennessee Arts Commission logo image supplied by the State at <http://www.tn.gov/arts/logos.htm> .

In addition, the Grantee is strongly encouraged to incorporate elements of the Arts License Plate Communications Toolkit at <http://www.tn.gov/arts/ArtsPlate.html> in agency communications including print advertising, websites, e-letters, social media, press releases, talking points and/or other mechanisms as may be determined effective by the Grantee.

A.4. Grant Application. The Grantee shall employ funds made available under this grant in accordance with the project/program submitted in application number 26398 (which is on file with the State in the offices of the Tennessee Arts Commission) for Kingsport Carousel Education and Outreach subject to the policies of the State at <http://www.tn.gov/arts/legal.htm> and to the standard state approved terms and conditions. The Grantee, under the Grant Contract, will spend funds solely for the purposes set forth in application number 26398.

A.5. Affirmative Duty to Report Major Organizational Change. Any grantee whose contract maximum liability in section C.1. exceeds \$10,000 shall promptly notify the State in writing of any significant changes in the organization's structure, leadership or financial circumstances that could affect services provided under the grant contract.

A.6. Required Training. The grantee shall comply with all requirements of Title VI of the Civil Rights Act 1964, including annual training of grantee or grantee organization employees utilizing materials provided by the State. TN public school grantees may meet the requirement through Title VI training system of the TN Department of Education. Written documentation of training shall be maintained for a period of three (3) full years from the date of the final payment under the grant and shall be subject to audit at any reasonable time and upon reasonable notice by the state agency, the Comptroller of the Treasury, or duly appointed representatives.

A.7. Individual Artist Fellowships. For Individual Artist Fellowships described in A.2.m, the Grant provides funds to individual artists of all disciplines who live and work in Tennessee for the purpose of expanding, improving and further developing their artistic talents. NO matching funds are required and no specific project has to be carried out with the funds.

A.8. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.

- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
- b. the State grant proposal solicitation as may be amended, if any;
- c. the Grantee's proposal on file at the office of the Tennessee Arts Commission incorporated to elaborate supplementary scope of services specifications.

**B. TERM OF CONTRACT:**

This Grant Contract shall be effective on July 1, 2015 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

**C. PAYMENT TERMS AND CONDITIONS:**

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Four Thousand Three Hundred Ninety Dollars and No Cents (\$4,390.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the maximum liability established in section C.1. Up to forty percent (40%) of the maximum liability shall be paid to the Grantee in advance upon approval of this Grant Contract and submission of a request for payment. Then, upon progress toward the completion of the work, as described in section A of this Grant Contract, the Grantee shall submit invoices for payment prior to any additional reimbursement of allowable costs. The total of all payments to the Grantee shall not exceed the maximum liability of this Grant Contract.

C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Arts Commission  
401 Charlotte Avenue  
Nashville, TN 37243

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

- (1) Invoice/Reference Number (assigned by the Grantee).
- (2) Invoice Date.
- (3) Invoice Period (to which the reimbursement request is applicable).
- (4) Grant Contract Number (assigned by the State).
- (5) Grantor: Tennessee Arts Commission.
- (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
- (7) Grantee Name.
- (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
- (9) Grantee Remittance Address.
- (10) Grantee Contact for Invoice Questions (name, phone, or fax).
- (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

- i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and

receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).

- ii. The amount reimbursed by Grant Budget line-item to date.
- iii. The total amount reimbursed under the Grant Contract to date.
- iv. The total amount requested (all line-items) for the Invoice Period.

b. The Grantee understands and agrees to all of the following.

- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to one percent (1%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date and in form and substance acceptable to the State.

a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.

- i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.
- ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.

b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.

c. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.

d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.

- e. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following documentation properly completed.
  - a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. The State will pay via ACH Credits.
  - b. The Grantee shall complete, sign, and return to the State a "Substitute W-9 Form" provided by the State. The Grantee taxpayer identification number must agree with the Federal Employer Identification Number or Social Security Number referenced in this Grant Contract or the Grantee's Tennessee Edison Registration.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).



- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- a. Notwithstanding the foregoing, the Tennessee Arts Commission may contract with an entity for which a current employee of a State of Tennessee public higher education institution is providing art-related professional services as an employee or independent contractor outside his/her hours of state employment, provided that such outside employment does not conflict with applicable law or the public higher education institution's rules, policies, or guidelines.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member

of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Anne B. Pope, Executive Director  
Tennessee Arts Commission  
401 Charlotte Avenue  
Nashville, TN 37243-0780  
[Anne.B.Pope@tn.gov](mailto:Anne.B.Pope@tn.gov)  
Telephone # (615) 741-1701  
FAX # (615) 741-8559

The Grantee:

Bonnie Macdonald, Director, Office of Cultural Arts  
City of Kingsport for the Office of Cultural Arts  
1200 East Center Street  
Kingsport, TN 37660-4958  
[macdonald@kingsporttn.gov](mailto:macdonald@kingsporttn.gov)  
Telephone # 423-392-8414  
FAX # 423-392-8431

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination

in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.

- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
- b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
- c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this

Grant Contract, shall be maintained in accordance with Tenn. Code Ann. §§ 10-7-404 or 10-7-702, as appropriate. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at [fa.audit@tn.gov](mailto:fa.audit@tn.gov). At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. When the Grantee has received seven hundred fifty thousand dollars (\$750,000.00) or more in aggregate federal and state funding for all of its programs within the Grantee's fiscal year, the Grantee shall provide audited financial statements to the Tennessee Comptroller of the Treasury. The Grantee may, with the prior approval of the Comptroller of the Treasury, engage a licensed independent public accountant to perform the audit. The audit contract between the Grantee and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. When an audit is required under this Section, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

The Grantee shall be responsible for reimbursing the Tennessee Comptroller of the Treasury for any costs of an audit prepared by the Tennessee Comptroller of the Treasury.

The Grantee shall be responsible for payment of fees for an audit prepared by a licensed independent public accountant. Payment of the audit fees for the licensed independent public accountant by the Grantee shall be subject to the provision relating to such fees contained within this Grant Contract. Copies of such audit reports shall be provided to the designated cognizant state agency, the Grantor State Agency, the Tennessee Comptroller of the Treasury, the Central Procurement Office, and the Commissioner of Finance and Administration.

Audit reports shall be made available to the public.

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, motor vehicles, or contracted services, procurements by the Grantee shall be competitive where practicable. For any procurement for which reimbursement is paid under this Grant Contract, the Grantee shall document the competitive procurement method. In each instance where it is determined that use of a competitive procurement method is not practicable, supporting documentation shall include a written justification for the decision and for the use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.318—200.326 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment or motor vehicles under this Grant Contract.

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event

results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material provision of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: [http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-407.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

**E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

# Tennessee Arts Commission

## Revised Budget Form

Name of Grantee: City of Kingsport for the Office of Cultural Arts

Tracking/Application Number: 31625-26398

Commission Funds Awarded: 4,390

Project Ending Date: 6/15/2016

**Expense:**

	Applicant Cash Match	Arts Commission Funds	Total Expense
1. Permanent Personnel:			
Administrative	<input type="text"/>	<input type="text"/>	<input type="text" value="0"/>
Artistic	<input type="text"/>	<input type="text"/>	<input type="text" value="0"/>
Technical/Production	<input type="text"/>	<input type="text"/>	<input type="text" value="0"/>
2. Contracted Fees and Services:			
Administrative	<input type="text"/>	<input type="text"/>	<input type="text" value="0"/>
Artistic	<input type="text" value="4,390"/>	<input type="text" value="4,390"/>	<input type="text" value="8,780"/>
Technical/Production	<input type="text"/>	<input type="text"/>	<input type="text" value="0"/>
Other	<input type="text"/>	<input type="text"/>	<input type="text" value="0"/>
3. Accessibility:	<input type="text"/>	<input type="text"/>	<input type="text" value="0"/>
4. Space Rental:	<input type="text"/>	<input type="text"/>	<input type="text" value="0"/>
5. Travel:	<input type="text"/>	<input type="text"/>	<input type="text" value="0"/>
6. Marketing:	<input type="text"/>	<input type="text"/>	<input type="text" value="0"/>
7. Remaining Operating Expenses:	<input type="text"/>	<input type="text"/>	<input type="text" value="0"/>
8. Capital Expenditures/ Acquisitions:	<input type="text"/>	*	<input type="text" value="0"/>
9. Total Cash Expenses:	<input type="text" value="4,390"/>	<input type="text" value="4,390"/>	<input type="text" value="8,780"/>

\* Tennessee Arts Commission funds cannot be used in this category



## 2016 Title VI Training & Certification

### Applicant Information

Save your application frequently by scrolling to the top or bottom of this page and clicking the middle "Save" button.

Applicant Legal Name:

#### MAILING ADDRESS

Mailing Address:

Mailing Address(continued):

City:

State:

9 Digit Zip:

County:

Contact Person:

E-mail:

Day Phone:

Fax:

Evening Phone:

Voice/TDD:

#### PHYSICAL ADDRESS

Address:

Address (continued):

City:

State:

9 Digit Zip:

County:





## 2016 Title VI Training & Certification

Training Modules and Required Information

☐ True

I have met the above requirements for Title VI compliance.

List staff member names who have participated in the training.

Bonnie Macdonald  
Beth Estep  
William Stephanos

Percentage of staff that has completed training:  %



## AGENDA ACTION FORM

### **Budget Cleanup Ordinance for FY15**

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

Action Form No.: AF-215-2015  
 Work Session: August 3, 2015  
 First Reading: August 4, 2015

Final Adoption: August 18, 2015  
 Staff Work By: Judy Smith  
 Presentation By: Jeff Fleming

### **Recommendation:**

Approve the Ordinance.

### **Executive Summary:**

This ordinance is the final cleanup ordinance for FY15. The ordinance will transfer funds from the General Fund to the Health Insurance Fund in the amount of \$345,000, to the Fire Department Maintenance project in the amount of \$18,500, to the Facilities Maintenance project in the amount of \$105,000, to the Cardiac Monitors project in the amount of \$100,000, to fund a consultant for the power franchise in the amount of \$75,000, to fund a for a shed at Domtar Park in the amount of \$52,500, \$67,500 for street light installation, \$50,000 for website and marketing office and \$26,500 to land acquisition project.

This ordinance will also transfer \$10,000 from the Borden Park Improvements project to the Greenbelt East Extension project for environmental work, and transfer \$75,000 from the Brickyard Park project to the Veterans Memorial Phase II project.

### **Attachments:**

1. Ordinance

Funding source appropriate and funds are available:

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

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

AN ORDINANCE TO AMEND VARIOUS OPERATING  
BUDGETS AND PROJECTS FOR THE YEAR ENDING  
JUNE 30, 2015; 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 \$18,500 to the Fire Department Maintenance project (NC1512), \$105,000 to the Facilities Improvements project (GP1531), \$105,000 to the Technology project (NC1513), \$100,000 to the Cardiac Monitors project (GP1537), \$75,000 to the Power Franchise project (NC1515), \$52,500 to the Domtar Park Maintenance Shed project (GP1539), \$67,500 to the Traffic Equipment project (GP1524), \$50,000 to the Website/Marketing Office project (NC1514), \$239,100 to the Miscellaneous operating budget, \$200,000 to the Aquatic Center operating budget and \$345,000 to the Health Insurance operating budget from the General Fund; and by transferring \$10,000 to the Greenbelt East Ext. Phase I project (GP1529) from the Borden Park Improvements project (GP1510), by transferring \$75,000 from the Softball Baseball Complex project (GP1409) to the Veterans Memorial Phase II project (GP1540), appropriate funding received from donations in the amount of \$44,859 to the Veterans Memorial Phase II project (GP1540), and by transferring \$26,500 from the General Fund to the Land Acquisition project (GP1515); and that the Debt Service Fund budget be amended by reducing the transfer from the General Fund by \$261,752.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b><u>Fund 110: General Fund</u></b>			
<b><u>Revenues:</u></b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
110-0000-333-1000 Sales Tax-Sullivan	15,900,000	378,163	16,278,163
110-0000-332-0500 Hall Income Tax	700,000	415,662	1,115,662
110-0000-332-1000 Sales Tax	3,536,700	301,124	3,837,824
110-0000-332-5000 TVA In-Lieu Of Tax	267,200	20,000	287,200
110-0000-311-1010 Commercial	10,609,800	110,000	10,719,800
110-0000-348-6800 Contracted Maint	155,000	30,000	185,000
110-0000-311-4000 Prior Years	846,398	100,000	946,398
110-0000-69/-9900 Miscellaneous	33,750	60,000	93,750
<b><i>Totals:</i></b>	<b>32,048,848</b>	<b>1,414,949</b>	<b>33,463,797</b>

<b><u>Expenditures:</u></b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
110-4804-481-7039 Transfer to Aquatic Center	200,000	200,000	400,000
110-4804-481-7091 To Health Insurance Fund	0	345,000	345,000
110-4810-481-2099 Miscellaneous	0	269,949	269,949
110-4804-481-7035 To General Proj./Special Rev	479,640	248,500	728,140
110-4804-481-7036 To General Proj. Fund	126,606	351,500	478,106
<b><i>Totals:</i></b>	<b>806,246</b>	<b>1,414,949</b>	<b>2,221,195</b>

**Fund 419: Aquatic Center Fund****Revenues:**

419-0000-391-0100 From General Fund

**Totals:**

\$	\$	\$
200,000	200,000	400,000
<b>200,000</b>	<b>200,000</b>	<b>400,000</b>

**Expenditures:**

419-5019-501-1010 Salaries &amp; Wages

**Totals:**

\$	\$	\$
368,600	200,000	568,600
<b>368,600</b>	<b>200,000</b>	<b>568,600</b>

**Fund 625: Health Insurance Fund****Revenues:**

625-0000-363-1035 City Contribution

625-0000-391-0100 From General Fund

**Totals:**

\$	\$	\$
5,068,100	628,808	5,696,908
0	345,000	345,000
<b>5,068,100</b>	<b>973,808</b>	<b>6,041,908</b>

**Expenditures:**

625-1704-413-5100 Insurance Claims

**Totals:**

\$	\$	\$
5,323,000	973,808	6,296,808
<b>5,323,000</b>	<b>973,808</b>	<b>6,296,808</b>

**Fund 111: General Project Special Rev. Fund  
Fire Department Maint. (NC1512)****Revenues:**

111-0000-391-0100 From General Fund

**Totals:**

\$	\$	\$
0	18,500	18,500
<b>0</b>	<b>18,500</b>	<b>18,500</b>

**Expenditures:**

111-0000-601-3020 Operating Supplies &amp; Tools

**Totals:**

\$	\$	\$
0	18,500	18,500
<b>0</b>	<b>18,500</b>	<b>18,500</b>

**Fund 311: General Project Fund  
Facilities Improvements (GP1531)****Revenues:**

311-0000-368-1041 Series 2012C GO Pub Imp

311-0000-391-0100 From General Fund

**Totals:**

\$	\$	\$
20,000	0	20,000
1,499	105,000	106,499
<b>21,499</b>	<b>105,000</b>	<b>126,499</b>

**Expenditures:**

311-0000-601-2022 Construction Contracts

311-0000-601-9003 Improvements

**Totals:**

\$	\$	\$
5,000	0	5,000
16,499	105,000	121,499
<b>21,499</b>	<b>105,000</b>	<b>126,499</b>

**Fund 111: General Project –Special Rev.Fund  
Technology (NC1513)**

**Revenues:**

111-0000-391-0100 From General Fund

***Totals:***

\$	\$	\$
0	105,000	105,000
<b>0</b>	<b>105,000</b>	<b>105,000</b>

**Expenditures:**

111-0000-601-9004 Equipment

***Totals:***

\$	\$	\$
0	105,000	105,000
<b>0</b>	<b>105,000</b>	<b>105,000</b>

**Fund 311: General Project Fund  
Cardiac Monitors (GP1537)**

**Revenues:**

311-0000-391-0100 From General Fund

***Totals:***

\$	\$	\$
0	100,000	100,000
<b>0</b>	<b>100,000</b>	<b>100,000</b>

**Expenditures:**

311-0000-601-9006 Purchases Over \$5,000

***Totals:***

0	100,000	100,000
<b>0</b>	<b>100,000</b>	<b>100,000</b>

**Fund 211: Debt Service Fund**

**Revenues:**

211-0000-391-2100 From School Fund

211-0000-391-3600 From Gen. Proj. Fund

211-0000-391-0100 From Gen. Fund

***Totals:***

\$	\$	\$
3,669,300	39,270	3,708,570
507,400	107,264	614,664
7,700,900	(261,752)	7,439,148
<b>11,877,600</b>	<b>(115,218)</b>	<b>11,762,382</b>

**Expenditures:**

211-4805-481-4009 Bond Interest-Schools

211-4805-481-4008 Bond Interest-General

211-4805-481-4013 Other Interest

211-4805-481-4006 Bond Principal-General Fund

***Totals:***

1,101,900	39,270	1,141,170
3,100,600	127,264	3,227,864
20,000	(20,000)	0
5,114,100	(261,752)	4,852,348
<b>9,336,600</b>	<b>(115,218)</b>	<b>9,221,382</b>

**Expenditures:**

110-4804-481-7029 To Debt Service Fund

110-4804-481-7028 To School Fund Debt Int.

110-4804-481-2099 Miscellaneous

***Totals:***

7,700,900	(261,752)	7,439,148
805,600	27,018	832,618
93,750	234,734	328,484
<b>8,600,250</b>	<b>261,752</b>	<b>8,600,250</b>

**Fund 111: General Project/Special Rev. Fund  
Power Franchise (NC1515)**

**Revenues:**

\$ \$ \$

111-0000-391-0100 From General Fund	0	75,000	75,000
<b>Totals:</b>	<b>0</b>	<b>75,000</b>	<b>75,000</b>

**Expenditures:**

111-0000-601-2000 Professional Consultant	\$ 0	\$ 75,000	\$ 75,000
<b>Totals:</b>	<b>0</b>	<b>75,000</b>	<b>75,000</b>

**Fund 311: General Project Fund**  
**Domtar Park Maintenance Shed (GP1539)**

**Revenues:**

311-0000-391-0100 From General Fund	\$ 0	\$ 52,500	\$ 52,500
<b>Totals:</b>	<b>0</b>	<b>52,500</b>	<b>52,500</b>

**Expenditures:**

311-0000-601-9003 Improvements	\$ 0	\$ 52,500	\$ 52,500
<b>Totals:</b>	<b>0</b>	<b>52,500</b>	<b>52,500</b>

**Fund 311: General Project Fund**  
**Traffic Equipment (GP1524)**

**Revenues:**

311-0000-368-1047 Series 2014A GO Bonds	\$ 159,471	\$ 0	\$ 159,471
311-0000-368-2101 Premium From Bond Sale	16,699	0	16,699
311-0000-391-0100 From General Fund	0	67,500	67,500
<b>Totals:</b>	<b>176,170</b>	<b>67,500</b>	<b>243,670</b>

**Expenditures:**

311-0000-601-2031 Electric-Street Lights	\$ 45,000	\$ 67,500	\$ 112,500
311-0000-601-2032 Traffic Signals	40,000	0	40,000
311-0000-601-4041 Bond Expense	2,170	0	2,170
311-0000-601-9006 Purchases Over \$5,000	89,000	0	89,000
<b>Totals:</b>	<b>176,170</b>	<b>67,500</b>	<b>243,670</b>

**Fund 111: Sewer Project Fund**  
**Website/Marketing Office (NC1514)**

**Revenues:**

111-0000-391-0100 From General Fund	\$ 0	\$ 50,000	\$ 50,000
<b>Totals:</b>	<b>0</b>	<b>50,000</b>	<b>50,000</b>

**Expenditures:**

111-0000-601-3020 Operating Supplies & Tools	\$ 0	\$ 10,000	\$ 10,000
111-0000-601-9004 Equipment	0	40,000	40,000
<b>Totals:</b>	<b>0</b>	<b>50,000</b>	<b>50,000</b>

**Fund 311: General Project Fund**  
**Borden Park Improvements (GP1510)**

**Revenues:**

311-0000-368-1047 Series 2014A GO Bonds  
 311-0000-368-2101 Premium From Bond Sale

***Totals:***

\$	\$	\$
412,751	(10,000)	402,751
47,986	0	47,986
<b>460,737</b>	<b>(10,000)</b>	<b>450,737</b>

**Expenditures:**

311-0000-601-4041 Bond Sale Expense  
 311-0000-601-9003 Improvements

***Totals:***

\$	\$	\$
6,237	0	6,237
454,500	(10,000)	444,500
<b>460,737</b>	<b>(10,000)</b>	<b>450,737</b>

**Fund 311: General Project Fund**  
**Greenbelt East Ext. PH I (GP1529)**

**Revenues:**

311-0000-364-2000 From Corporations  
 311-0000-368-1047 Series 2014A GO Bonds

***Totals:***

\$	\$	\$
20,000	0	20,000
0	10,000	10,000
<b>20,000</b>	<b>10,000</b>	<b>30,000</b>

**Expenditures:**

311-0000-601-2023 Arch/Eng/Landscaping

***Totals:***

\$	\$	\$
20,000	10,000	30,000
<b>20,000</b>	<b>10,000</b>	<b>30,000</b>

**Fund 311: General Project Fund**  
**Softball Baseball Complex (GP1409)**

**Revenues:**

311-0000-368-1046 Series 2013B GO Bonds  
 311-0000-368-1047 Series 2014A GO Bonds  
 311-0000-368-2101 Bond Premium

***Totals:***

\$	\$	\$
2,721,899	0	2,721,899
3,666,008	(75,000)	3,591,008
561,986	0	561,986
<b>6,949,893</b>	<b>(75,000)</b>	<b>6,874,893</b>

**Expenditures:**

311-0000-601-2020 Professional Consultant  
 311-0000-601-2022 Construction Contracts  
 311-0000-601-2023 Arch/Eng/Landscaping  
 311-0000-601-2095 Public Art Contracts  
 311-0000-601-4041 Bond Sale Expense  
 311-0000-601-9001 Land  
 311-0000-601-9003 Improvements

***Totals:***

\$	\$	\$
14,600	0	14,600
183,786	0	183,786
195,891	(75,000)	120,891
35,000	0	35,000
84,002	0	84,002
2,500	0	2,500
6,434,114	0	6,434,114
<b>6,949,893</b>	<b>(75,000)</b>	<b>6,874,893</b>

**Fund 311: General Project Fund**  
**Veterans Memorial (GP1540)**

**Revenues:**

\$ \$ \$

311-0000-364-1000	Contributions/Individuals	0	34,859	34,859
311-0000-364-2000	From Corporations	0	10,000	10,000
311-0000-364-3000	From Non-Profits	0	183,315	183,315
311-0000-391-0100	From General Fund	0	26,490	26,490
311-0000-391-6900	From VEP Fund	0	3,510	3,510
311-0000-368-1047	Series 2014A GO Bonds	0	75,000	75,000
<b>Totals:</b>		<b>0</b>	<b>333,174</b>	<b>333,174</b>

**Expenditures:**

		\$	\$	\$
311-0000-601-2022	Construction Contracts	0	277,674	277,674
311-0000-601-2023	Arch/Eng/Landscaping	0	50,000	50,000
311-0000-601-2075	Temporary Employees	0	5,000	5,000
311-0000-601-3022	Maintenance Supplies	0	500	500
<b>Totals:</b>		<b>0</b>	<b>333,174</b>	<b>333,174</b>

**Fund 111: General Project Fund**

**Veterans Memorial Phase II (NC1503)**

**Revenues:**

		\$	\$	\$
111-0000-364-3000	From Non-Profits	183,315	(183,315)	0
111-0000-391-0100	From General Fund	26,490	(26,490)	0
111-0000-391-6900	From VEP Fund	3,510	(3,510)	0
<b>Totals:</b>		<b>213,315</b>	<b>(213,315)</b>	<b>0</b>

**Expenditures:**

		\$	\$	\$
111-0000-601-2022	Construction Contracts	207,586	(207,586)	0
111-0000-601-2023	Arch/Eng/Landscaping	229	(229)	0
111-0000-601-2075	Temporary Employees	5,000	(5,000)	0
111-0000-601-3022	Maintenance Supplies	500	(500)	0
<b>Totals:</b>		<b>213,315</b>	<b>(213,315)</b>	<b>0</b>

**Fund 311: General Project Fund**

**Land Acquisitions (GP1515)**

**Revenues:**

		\$	\$	\$
311-0000-368-1047	Series 2014A GO Bonds	54,465	0	54,465
311-0000-368-2101	Premium From Bond Sale	11,096	0	11,096
311-0000-391-0100	From General Fund	0	26,500	26,500
<b>Totals:</b>		<b>65,561</b>	<b>26,500</b>	<b>92,061</b>

**Expenditures:**

		\$	\$	\$
311-0000-601-4041	Bond Sale Expense	1,442	0	1,442
311-0000-601-9001	Land	64,119	26,500	90,619
<b>Totals:</b>		<b>65,561</b>	<b>26,500</b>	<b>92,061</b>



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

ATTEST:

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JOHN CLARK, Mayor

APPROVED AS TO FORM:

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JAMES H. DEMMING, City Recorder

---

J. MICHAEL BILLINGSLEY, City Attorney

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



## AGENDA ACTION FORM

### Annex/Adopt Plan of Service for the Bays Mountain Road Annexation and Amend Zoning

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

Action Form No.: AF-203-2015  
 Work Session: July 20, 2015  
 First Reading: July 21, 2015

Final Adoption: August 4, 2015  
 Staff Work By: C. Shepherd  
 Presentation By: C. Shepherd

#### Recommendation:

- ~~Hold public hearing~~
- ~~Approve resolution for the Bays Mountain Park Road annexation~~
- Approve ordinance amending the zoning ordinance for the Bays Mountain park Road annexation
- ~~Approve resolution adopting a plan of services for the annexation area~~

#### Executive Summary:

This is the owner-requested Bays Mountain Park Road annexation of approximately 0.9 acres/1 parcel located off of Bays Mountain Park Road. The current county zoning of the property is County R-1 (Single Family Residential District). The proposed city zoning for the area is R-1B (Single Family Residential District). The applicants, Rodney and Brandy Mullins, are requesting annexation to take advantage of the all city services. During their June 2015 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 July 6, 2015.

#### Attachments:

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

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



## AGENDA ACTION FORM

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2. Annexation Resolution
3. Plan of Service Resolution
4. Zoning Ordinance
5. Staff Report
6. Maps

	Y	N	O
George	—	—	—
McIntire	—	—	—
Mitchell	—	—	—
Oltzman	—	—	—
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, July 21, 2015, to consider the annexation, zoning, and plan of services for the Bays Mountain Park Road 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 northwest corner of parcel 17, Tax Map 90B; thence in an easterly direction, approximately 312 feet to a point; said point being the northeastern corner of parcel 17, in common with the western boundary of Bays Mountain Park Road right-of-way; thence in a southeasterly direction, approximately 134 feet following the western boundary of Bays Mountain Park Road right-of-way to the southeastern corner of parcel 17; said point being in common with the western boundary of Bays Mountain Park Road; thence in a westerly direction, approximately 299 feet to a point; said point being the southwestern corner of parcel 17; thence in a northwesterly direction, approximately 134 feet to a point; said point being the point of BEGINNING, and being all of parcel 17, Tax Map 90B of the Sullivan County April 2008 Tax Maps.*

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: 07/06/15

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 13<sup>th</sup> CIVIL DISTRICT OF SULLIVAN COUNTY, TENNESSEE, AND KNOWN AS THE BAYS MOUNTAIN PARK ROAD 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 21<sup>st</sup> day of July 2015, and notice thereof published in the Kingsport Times-News on the 6<sup>th</sup> day of July 2015; 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, in accordance with Tenn. Code Ann. § 6-51-102 the property owners of the affected territory have requested filed a petition with the City of Kingsport for annexation via petition to by the city; and

WHEREAS, a plan of services for this area was adopted by resolution on the 21<sup>st</sup> day of July 2015, 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 Tennessee Code Annotated §6-51-102 *et seq.* and upon the petition of the property owners in the affected territory submitted to the city there is here by 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. 13 of Sullivan County, Tennessee, and more fully described to-wit:

*BEGINNING at a point, said point being the northwest corner of parcel 17, Tax Map 90B; thence in an easterly direction, approximately 312 feet to a point; said point being the northeastern corner of parcel 17, in common with the western boundary of Bays Mountain Park Road right-of-way; thence in a southeasterly direction, approximately 134 feet following the western boundary of Bays Mountain Park Road right-of-way to the southeastern corner of parcel 17; said point being in common with the western boundary of Bays Mountain Park Road; thence in a westerly direction, approximately 299 feet to a point; said point being the southwestern corner of parcel 17; thence in a northwesterly direction, approximately 134 feet to a point; said point being the point of BEGINNING, and being all of parcel 17, Tax Map 90B of the Sullivan County April 2008 Tax Maps.*

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 21st day of July, 2015.

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

ATTEST:

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

APPROVED AS TO FORM:

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

## RESOLUTION NO.

### A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE BAYS MOUNTAIN PARK ROAD 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 Ridgecrest annexation was submitted to the Kingsport Regional Planning Commission on June 18, 2015 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 July 21, 2015; 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 July 6, 2015; 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 13<sup>th</sup> Civil District of Sullivan County, Tennessee, commonly known as the Bays Mountain Park Road Annexation, said area being bounded and further described as follows:

*BEGINNING at a point, said point being the northwest corner of parcel 17, Tax Map 90B; thence in an easterly direction, approximately 312 feet to a point; said point being the northeastern corner of parcel 17, in common with the western boundary of Bays Mountain Park Road right-of-way; thence in a southeasterly direction, approximately 134 feet following the western boundary of Bays Mountain Park Road right-of-way to the southeastern corner of parcel 17; said point being in common with the western boundary of Bays Mountain Park Road; thence in a westerly direction, approximately 299 feet to a point; said point being the southwestern corner of parcel 17; thence in a northwesterly direction, approximately 134 feet to a point; said point being the point of BEGINNING, and being all of parcel 17, Tax Map 90B of the Sullivan County April 2008 Tax Maps.*

AND 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 KINGSFORT, TENNESSEE, AS FOLLOWS:

SECTION I. That a Plan of Services for the Bays Mountain Park Road Annexation as bounded and described above is hereby adopted, subject to an enactment of an annexation ordinance for the annexation area, the said Plan of Services to be as follows:

**Bays Mountain Park Road 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. We operate 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.
- 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**

Street lighting does not currently exist along Bays Mountain Park Road and will not be a part of the plan of services for the Bays Mountain Park Road annexation.

#### **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 Tennessee Code Annotated 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 21<sup>st</sup> day of July 2015.

ATTEST:

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

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

APPROVED AS TO FORM:

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

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

PRE-FILED  
CITY RECORDER

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY ADJACENT TO BAYS MOUNTAIN PARK ROAD FROM R-1, SINGLE FAMILY RESIDENTIAL DISTRICT TO R-1B, SINGLE FAMILY RESIDENTIAL IN THE 13<sup>TH</sup> CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the zoning code, text, and map, be and the same is hereby further amended to rezone property adjacent to Bays Mountain Park Road from County R-1, High Density Single Family Residential District to City R-1B, Single Family Residential in the 13th 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 northwest corner of parcel 17, Tax Map 90B; thence in an easterly direction, approximately 312 feet to a point; said point being the northeastern corner of parcel 17, in common with the western boundary of Bays Mountain Park Road right-of-way; thence in a southeasterly direction, approximately 134 feet following the western boundary of Bays Mountain Park Road right-of-way to the southeastern corner of parcel 17; said point being in common with the western boundary of Bays Mountain Park Road; thence in a westerly direction, approximately 299 feet to a point; said point being the southwestern corner of parcel 17; thence in a northwesterly direction, approximately 134 feet to a point; said point being the point of BEGINNING, and being all of parcel 17, Tax Map 90B of the Sullivan County April 2008 Tax Maps.*

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

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

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



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

**File Number 15-301-00003**

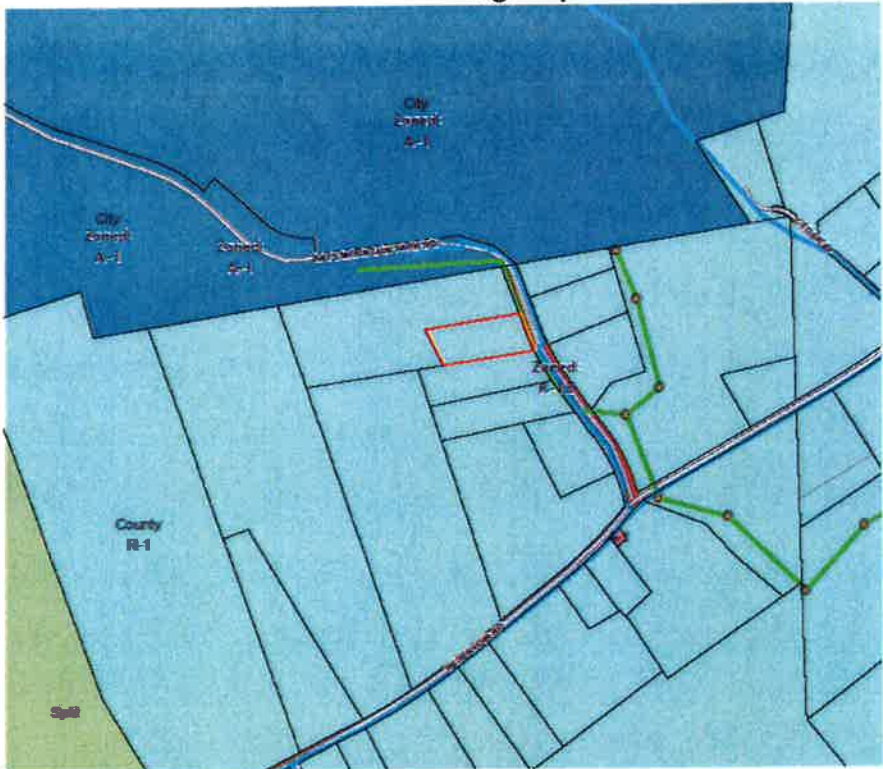
<b>Property Information</b>	Bays Mountain Park Road		
<b>Address</b>	251 Bays Mountain Park Road		
<b>Tax Map, Group, Parcel</b>	90, 17		
<b>Civil District</b>	13 <sup>th</sup>		
<b>Overlay District</b>	N/A		
<b>Land Use Plan Designation</b>	Residential		
<b>Acres</b>	.9 +/-		
<b>Existing Use</b>	Residential	<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> Rodney & Brandy Mullins <b>Address:</b> 251 Bays Mountain Park Rd <b>City:</b> Kingsport <b>State:</b> TN <b>Zip Code:</b> 37660 <b>Email:</b> N/A <b>Phone Number:</b> N/A		<b>Intent:</b> Annexation by request of the subject parcel, enhancing health, safety, and welfare throughout the Kingsport Planning Region.	
<b>Planning Department Recommendation</b>			
<p><b>RECOMMENDATION:</b> APPROVAL to recommend the Annexation, Zoning, and Plan of Services to the BMA</p> <p>The Kingsport Planning Division recommends approval for the following reasons:</p> <ul style="list-style-type: none"> <li>• The City of Kingsport should utilize annexation as urban development occurs and is necessary for present and future growth in an orderly manner.</li> <li>• It is reasonably necessary for the welfare of the residents and property owners of the affected territory.</li> <li>• The City of Kingsport can provide services through its Plan of Services that the County cannot provide to the residents of the area.</li> <li>• 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.</li> <li>• It is reasonably necessary for the welfare of the residents and property owners of the municipality as a whole.</li> </ul> <p><b>Staff Field Notes and General Comments:</b> This is a property owner-requested annexation submitted Rodney and Brandy Mullins. The Mullins family first contacted staff approximately one month ago to determine the possibility of annexation in order for the family to take advantage of all City services. The annexation area consists of four (4) residents two of which are school-age children. Lastly, this annexation meets the interim annexation policy criteria as a small-scale annexation.</p> <p>Utilities: City of Kingsport water service and sewer service currently serve the annexation area.</p>			
<b>Planner:</b>	Corey Shepherd	<b>Date:</b>	June 1, 2015
<b>Planning Commission Action</b>		<b>Meeting Date:</b>	June 18, 2015
<b>Approval:</b>			
<b>Denial:</b>		<b>Reason for Denial:</b>	
<b>Deferred:</b>		<b>Reason for Deferral:</b>	

Area Map

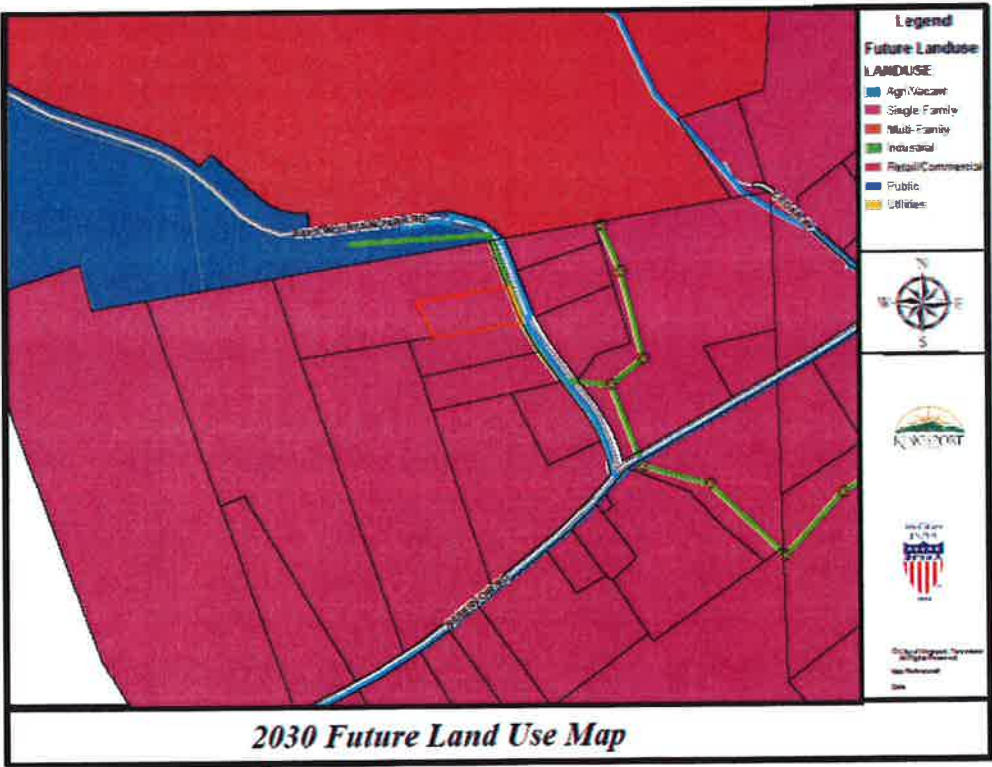




Current Zoning Map



Future Land Use Map



**Cost**

**Bays Mtn Park  
Rd.**

**Cost Estimate/ tax records as of June, 2015**

Revenues	One Time	Reoccurring (annual)	
Property Taxes	X	\$407.00	\$2.07 city property taxes
State Shared	X	\$448.00	\$112.00x4 residents
Sewer Tap Fees	X	\$(151)	Already connected
Water & Sewer Rev (loss)	X	\$(323)	
<b>Total</b>	<b>X</b>	<b>\$381.00</b>	

Expenses	One Time	Reoccurring (annual)	
<b>Operating Budget</b>			
Police & Fire Service	0.00	0.00	minimal extra area
Transit Service	0.00	0.00	
Street Lighting	0.00	0.00	
Traffic Controls	0.00	0.00	None
Streets & Sanitation	0.00	0.00	No addt'l maintenance
Subtotal	0.00	0.00	
<b>Capital Budget</b>			
Water	0.00	0.00	adequate
Sewer	0.00	0.00	
Streets	0.00	0.00	
Subtotal	0.00	0.00	
<b>Grand Total</b>	<b>\$0.00</b>	<b>0.00</b>	

**Existing Surrounding Land Uses**

<b>Location</b>	<b>Parcel / Zoning Petition</b>	<b>Zoning / Name</b>	<b>History Zoning Action Variance Action</b>
West	<b>1</b>	<u>Zone: County R-1</u> Use: Single Family residential	No prior action known
North	<b>2</b>	<u>Zone: City A-1</u> Use: Eastman Cabins	Annexed in 1996
East	<b>3</b>	<u>Zone: County R-1</u> Use: Single Family residential	No prior action known
South	<b>4</b>	<u>Zone: County R-1</u> Use: Single Family residential	No prior action known





### 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.*

**North**



**West**





**East**



**South**





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

**File Number 15-301-00003**



**ANNEXATION PETITION**

**PETITIONER INFORMATION:**

Last Name: MULLINS First: RODNEY P.L. #: \_\_\_\_\_ Date: 5/22/2015  
Street Address: 251 BAYS MOUNTAIN PARK ROAD Apartment/Unit #: \_\_\_\_\_  
City: KINGSPORT State: TN ZIP: 37660  
Phone: 423-380-4422 E-mail Address: rem20448@yahoo.com  
# in household and Ages: RODNEY MULLINS - 42; BRANDY MULLINS - 37; ADAM MULLINS - 12; BYRON WOLFF - 10

**PROPERTY INFORMATION:**

Parcel Map Information (if known): \_\_\_\_\_ Tax map: 090 Group: \_\_\_\_\_ Parcel ID#: 017 000 P3  
Street Address: 251 BAYS MOUNTAIN PARK ROAD, KINGSPORT TN 37660 Apartment/Unit #: \_\_\_\_\_  
Current Use: SINGLE FAMILY RESIDENTIAL DWELLING

**OTHER INFORMATION:**

WE ARE ALREADY CONNECTED TO CITY SEWER.

**DISCLAIMER AND SIGNATURE**

By signing below I state that I have read and understand the conditions of this annexation petition. I further state that I am/we are the sole and legal owner(s) of the property described herein.

Signature: Rodney E Mullins

Date: 5-27-15

Signed before me on this 27th day of May 20 15

a notary public for the State of Tennessee

County of Sullivan

Notary Nikki Taylor

My Commission Expires 11-8-16





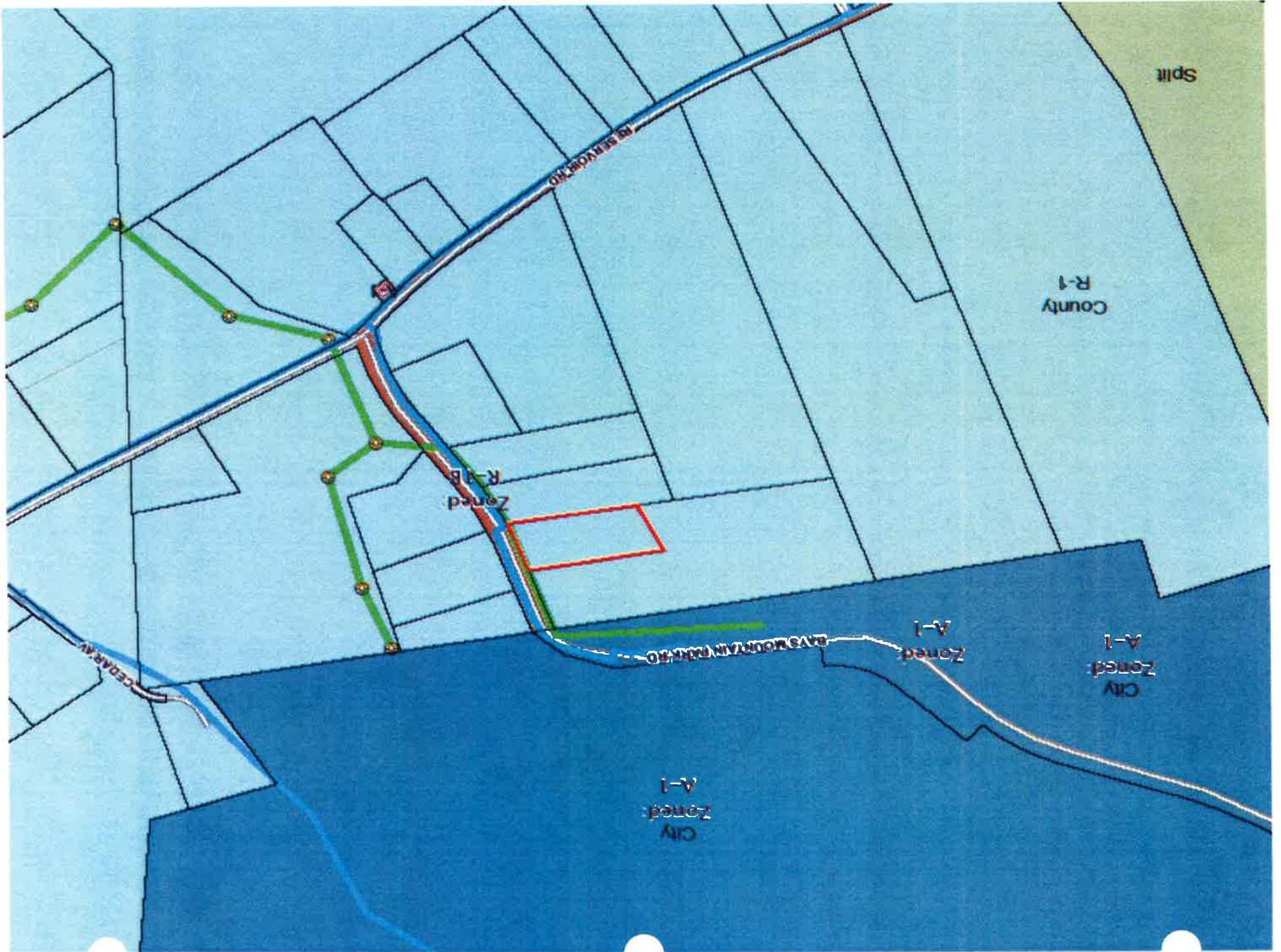






Source: Aerial Imagery, Google, 2024. Used with permission of the City of Cedar Rapids, Iowa. All rights reserved.





- Staff recommends approval of annexation, zoning and plan of services for the Bays Mountain Park Road annexation.



## AGENDA ACTION FORM

### **Budget Ordinance to Transfer Funds for Roadway Improvements and Sidewalk Repair**

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

Action Form No.: AF-205-2015  
 Work Session: July 20, 2015  
 First Reading: July 21, 2015

**Final Adoption:** August 4, 2015  
**Staff Work By:** J. Smith, T. Elsea  
**Presentation By:** Ryan McReynolds

#### **Recommendation:**

Approve the budget Ordinance.

#### **Executive Summary:**

American Electric Power (AEP) will be replacing the existing lights along Center Street between Clinchfield Street and Sullivan Street. The work for this project will begin the week of July 20<sup>th</sup> with an anticipated completion date of early fall 2015. This budget ordinance will provide funding for downtown roadway and sidewalk repair in conjunction with AEP's work.

It is requested to transfer funding from GP1519 to GP1600 in the amount of \$40,000.00 for this project.

#### **Attachments:**

1. Budget Ordinance
2. Location Map

Funding source appropriate and funds are available:                     

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



## AGENDA ACTION FORM

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Final Adoption: August 4, 2015  
 Staff Work By: J. Smith, T. Elsea  
 Presentation By: Ryan McReynolds

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

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

AN ORDINANCE TO AMEND THE GENERAL PROJECT FUND BUDGET BY TRANSFERRING FUNDS TO THE ROADWAY IMPROVEMENTS AND SIDEWALK REPAIR PROJECT FOR THE YEAR ENDING JUNE 30, 2016; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Project Fund budget be amended by transferring funds from the Tranbarger/Chadwick Improvements project (GP1519) to the Roadway Improvements and Sidewalk Repair project (GP01600 in the amount of \$40,000 to upgrade streetlights and sidewalk and curb repair.

**Account Number/Description:**

**Fund 311: General Project Fund  
Tranbarger Chadwick Improv. (GP1519)**

**Revenues:**

311-0000-368-1047 Series 2014A GO  
311-0000-368-2101 Premium From Bond Sale

**Totals:**

**Expenditures:**

311-0000-601-2023 Arch/Eng/Landscaping  
311-0000-601-4041 Bond Sale Expense  
311-0000-601-9001 Land  
311-0000-601-9003 Improvements

**Totals:**

**Budget Incr/<Decr> New Budget**

\$	\$	\$
91,650	(40,000)	51,650
9,597	0	9,597
<b>101,247</b>	<b>(40,000)</b>	<b>61,247</b>

3,000	3,631	6,631
1,247	0	1,247
3,000	0	3,000
94,000	(43,631)	50,369
<b>101,247</b>	<b>(40,000)</b>	<b>61,247</b>

**Fund 311: General Project Fund**

**Roadway Imp. & Sidewalk Repair (GP1600)**

**Revenues:**

311-0000-368-1047 Series 2014A GO

**Totals:**

**Expenditures:**

311-0000-601-2022 Construction Contracts  
311-0000-601-9003 Improvements

**Totals:**

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

0	30,000	30,000
0	10,000	10,000
<b>0</b>	<b>40,000</b>	<b>40,000</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:

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

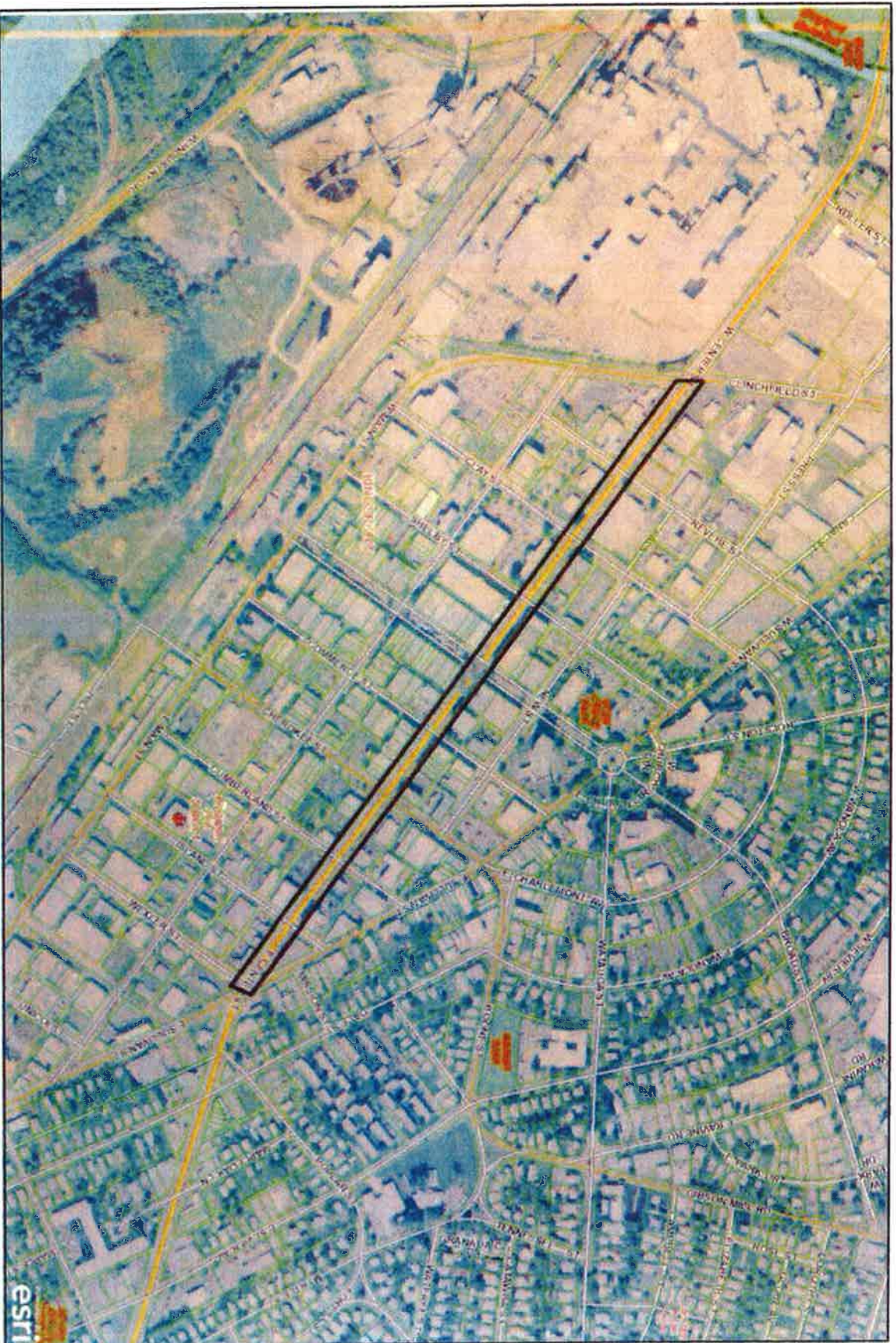
\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, City Attorney

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

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



# CENTER STREET LIGHT REPLACEMENT



825 ft



The City of Kingsport uses the most current and complete data available. However, GIS data and products accuracy may vary. Data and products may be developed from sources of differing accuracy, accuracy may vary at certain scales. Queries or requests for information are welcome. The City of Kingsport reserves the right to correct, update, modify, or replace GIS products without notification. The City of Kingsport cannot ensure the accuracy, completeness, timeliness, or suitability of this information for any particular purpose. Using GIS data and products other than those for which they were created may result in inaccuracies or misleading results. The recipient may receive actual and projected rights to this information and represent it to anyone as other than City Government-provided information. The City of Kingsport will not be liable for any errors resulting from the information and represent to not provide, use, or rely on any other information or data.







## AGENDA ACTION FORM

### Bid for the Purchase of One (1) Fire Aerial Pumper Apparatus

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

Action Form No.: AF-216-2015  
 Work Session: August 3, 2015  
 First Reading: N/A

Final Adoption: August 4, 2015  
 Staff Work By: Committee  
 Presentation By: C. Dye, C. McCartt,  
 S. Hightower

#### Recommendation:

Approve the Resolution.

#### Executive Summary:

Bids were opened on June 3, 2015 for the purchase of one aerial pumper apparatus for use by the Fire Department. The advertisement for the Invitation to Bid was published in the Kingsport Times News on April 29, 2015 and placed on our website for 36 calendar days. It is the recommendation of the committee to accept the low compliant bid from Mid-South Emergency Equipment, Inc. for one each E-One HP100 w/ Cyclone 2 Chassis as follows:

	\$1,037,347.00	Unit Price
Less	<u>\$31,675.00</u>	100% Pre Payment
	\$1,005,672.00	Total Price


Lower dollar amount bids were received but are not being recommended for reasons outlined in the recommendation memo. The vendor will be required to execute a 100% Performance Bond prior to receiving pre-payment from the City.

This unit is a Fleet Addition.

Funding is identified in Project/Account # GP1410 31100006019006.

#### Attachments:

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

Funding source appropriate and funds are available: 

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

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

A RESOLUTION AWARDDING THE BID FOR THE PURCHASE OF ONE FIRE AERIAL PUMPER APPARATUS TO MID-SOUTH EMERGENCY EQUIPMENT, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

WHEREAS, bids were opened June 3, 2015, for the purchase of one aerial pumper apparatus for use by the fire department; and

WHEREAS, upon review of the bids, the board finds Mid-South Emergency Equipment, Inc. is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to purchase one E-One HP100 w/ Cyclone 2 Chassis aerial pumper apparatus from Mid-South Emergency Equipment, Inc., at a total purchase cost of \$1,037,347.00; and

WHEREAS, funding is identified in account # GP1410 31100006019006.

Now therefore,

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

SECTION I. That the bid for the purchase of one E-One HP100 w/ Cyclone 2 Chassis aerial pumper apparatus at a total purchase cost of \$1,037,347.00, is awarded to Mid-South Emergency Equipment, Inc., and the city manager is authorized to execute a purchase order for same.

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

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

ADOPTED this the 4th day of August, 2015.

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

ATTEST:

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

APPROVED AS TO FORM:

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

MINUTES  
BID OPENING  
June 3, 2015  
4:00 P.M.

Present: Sandy Crawford, Procurement Manager; Brent Morelock, Assistant Procurement Manager; Lisa Tallman, Assistant Procurement Manager, Schools; Ben Wexler and Scott Boyd, Fire Department

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

The Procurement Manager opened with the following bids:

FIRE AERIAL PUMPER APPARATUS					
Vendor:	Qty.:	Unit Cost:	Delivery Time:	Make/Model	Comments:
C.W. Williams Fire Equipment Specialists	1	\$ 899,686.00	365 Days	Rosenbauer Cobra	N/A
Mid-South Emergency Equipment	1	\$1,037,347.00	330 Days	E-One HP100 W/Cyclone 2 Chasis	100% prepayment – deduct \$31,675.00
American Emergency Response	1	\$ 939,982.00	300 Days	Ferrara Inferno 100' RMP	N/A

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



## FLEET MAINTENANCE DIVISION

City of Kingsport, Tennessee

# Memo

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

**From:** Fire Apparatus Development/Review Committee:

Steve Hightower, Fleet Manager

Scott Boyd, Deputy Chief - Fire Department

Harvey Bowen, Captain - Fire Department

John Murnane, Engineer - Fire Department

Max Bear, Captain - Fire Department

**Date:** July 27, 2015

**Re:** 100 Foot Aerial Platform Equipped Fire Apparatus Purchase Recommendation

The Fire Departments Fire Apparatus Development and Review Committee have reviewed the submitted fire apparatus bid documents and are recommending that Mid-South Emergency Equipment be awarded the bid for the purchase of 100 Foot Aerial Platform Equipped Fire Apparatus. Since the City of Kingsport currently owns E-One Fire Apparatus and has had excellent support by Mid-South Emergency Equipment, it is further recommended that we accept their offer of 100% prepay to save \$31,675 off of their bid price of \$1,037,347. The City will require the vendor to execute a 100% "Performance Bond" in order to safeguard our prepayment of \$1,005,372. A summary explanation is provided below.

<u>Item</u>	<u>Quantity</u>	<u>Description</u>	<u>Award to Vendor</u>	<u>Fuel Economy</u>
1	1	E-One HP100 w/Cyclone 2 Chassis	Mid-South Emergency Equipment Inc.	2 MPG

Compliant Bidder

### Fuel Economy Improvement

0%

The unit will be an addition to the fleet so there are no fuel economy improvements.

### Trade-In Information

This unit is a new addition to the fleet.

### Origin Information

#### 1. New Unit Origin of Manufacture:

- a. Cab/ Chassis/Body Mfg.– Ocala, Florida
  - i. 80% Domestic/ 20% Foreign Materials

#### 2. New Unit Purchase Dealer:

- a. Cab/ Chassis/ Body – Mid South Emergency Equipment
  - i. Murfreesboro, Tennessee

### **Summary Explanation**

The Committee developed an open set of fire apparatus specifications to promote bidder participation as well as met the minimum needs and requirements of Fire Department's Suppression Division. Considerable attention was given to fleet standardization, function, component failure issues, and reduction of repair and maintenance costs of the unit during apparatus specification development.

Two of the low bid vendors, C.W. Williams Fire Equipment Specialist and American Emergency Response, took several exceptions to the minimum specifications which the Committee deemed as extremely critical. As a result of these critical exceptions, the Committee eliminated these lower bids as non-compliant. These critical exceptions will hamper life expectancy, minimum needs requirements, and repair and maintenance cost reduction expectations of the apparatus to be purchased. We are providing you with the original specification, explanation of the specification, critical exception information and the vendor offering. This information is as follows:

### **1: SPECIFICATION MINIMUM**

#### **6.0/- CHASSIS, PUMP, AND AERIAL APPARATUS PERFORMANCE TEST AND REQUIREMENTS:**

*5. The fully loaded apparatus shall be capable of obtaining a speed of 65 mph on a level concrete highway with the engine not exceeding its governed rpm (full load)*

#### **Requirement Explanation**

The performance requirement is a snapshot of how the emergency unit is expected to perform during response incidents. It indirectly requires that the weight to power ratio be calculated correctly by the Manufacturer so that the unit has enough power to haul the required weight to an incident and to accomplish this task within a reasonable timeframe. The low bid offerings missed the requirement by 15 MPH.

**Critical Exception by C.W. Williams Products:**

50 MPH

**Critical Exception by American Emergency Response:**

50 MPH

### **2: SPECIFICATION MINIMUM**

#### **12.0/- FRAME ASSEMBLY:**

*11. The frame section immediately forward of the torque box shall have the following attributes at a minimum:*

- a. Resistance to Bending Moment (RBM) 4,948,000 in. lbs.*
- b. Section modulus 98.95 cu. in.*

#### **Requirement Explanation**

It was determined by the Committee that due to the length, function and stability requirements of the apparatus, that a heavier frame RBM (resistance bending moment) would be required since frame rails are the backbone of any vehicle. Emergency response personnel, aiding individuals out of windows or off of roof tops while 100 foot in the air, would require that the platform and chassis be as stable as possible during operation. Additionally, the length of the unit, with the combined weight of additional equipment that it would be needed to provide emergency services, require the backbone of the apparatus is capable of supporting the weight and flexing that it would be subjected to during its operational life within the City fleet. A lighter frame RBM would be prone to fatigue failure resulting in cracking or twisting. Fatigue cracking can be very expensive to repair due to the welding processes and procedures required to rejoin the frame material. To eliminate this potential failure was viewed as a dollar savings in reduced downtime and repair costs to the Fire Department Fleet. The Fire Department Fleet currently has an older apparatus chassis with a cracked frame rail that has rendered the unit out of service until repairs can be accomplished.

**Critical Exception by C.W. Williams Products:**

3,572,000 RBM

**Critical Exception by American Emergency Response:**

3,342,000 RBM

For comparative purposes, City fleet tandem axle dump trucks have a frame RBM of 3,217,000 and the City hook type roll-off trucks have a frame RBM of 4,409,000.

### **3: SPECIFICATION MINIMUM**

#### **104.0/- AERIAL UNIT - ALUMINUM ELEVATING PLATFORM:**

1. The aerial ladder shall exceed the requirements of NFPA 1901 19.7 Elevating Platform Requirements as detailed in these specifications.
2. To ensure a high strength-to-weight ratio and an inherent corrosion resistance, the aerial device shall be completely constructed of high strength aluminum.
3. All side rails, rungs, handrails, uprights, and K-braces shall be made of structural 6061T6 aluminum alloy extrusions.

#### **Requirement Explanation**

It was determined by the Committee that non painted or coated aluminum is the preferable choice for the aerial of Kingsport's fire trucks. Aluminum resists corrosion and will not rust like steel. It would be lighter in overall weight and easier to identify component failures during inspections. Aluminum ladder rungs are typically extruded (grooved) for a permanent nonslip surface. Steel rungs have rubber covers, which can get nicked and may require periodic replacements. Aluminum has been utilized very successfully as a low cost, non-rusting aerial ladder construction material, and is easier to spot fatigue cracking since failed aerial components are not coated. Painted, coated, or galvanized coated steel aerial units would be more difficult to spot fatigue cracking since the initial stress cracking develops under the coating. Additionally, coated and painted aerial ladders are more expensive to repair due to the welding and recoating procedures required to bring a failed aerial ladder back to NFPA standards. Aluminum doesn't need to be painted, saving thousands of dollars in repaints over the lifespan of the aerial ladder. This was viewed as a potential dollar savings in reduced downtime and repair costs to the Fire Department Fleet

### **4: SPECIFICATION MINIMUM**

#### **104.0/- AERIAL UNIT - ALUMINUM ELEVATING PLATFORM:**

26. The following minimum dimensions shall be used in the construction of the aerial device:

<u>Section</u>	<u>Width</u>	<u>Height</u>
Base Section	45-1/4"	34-5/8"
Second Section	36-1/4"	30-3/8"
Fly Section	28-1/2"	26-9/16"

#### **Requirement Explanation**

Aerial ladder sizes were taken into consideration during apparatus specification development to insure that during a rescue incident, potential victims could be transported up and down the 100 foot ladder safely. Ladder handrails and step rungs would have to be high enough and wide enough to allow a minimum of two people to ascend or descend the aerial ladder. Should fire rescue personnel need to bring a victim down the ladder, while extended, they have to have ample space for themselves, while equipped with rescue gear, to provide the victim assistance down the ladder. The offerings of C.W. Williams and American Emergency Response did not offer the required aerial ladder size and both offerings narrower and shorter in handrail height by several inches.

#### **Critical Exception by C.W. Williams Products:**

Base Section	39.25" x 28"
Second Section	32.5" x 23.125"
Fly Section	27.375"x 19.25"

#### **Critical Exception by American Emergency Response:**

Base Section	40.25" x 30.875"
Second Section	33.0" x 26.875"
Fly Section	27.75"x 22.875"

## **5: SPECIFICATION MINIMUM**

### **79.0/- AERIAL EQUIPMENT - TANK PLUMBING:**

3. Tank Drain - 2½"
  - a. One (1) 2½" gated tank drain shall be installed.
  - b. It shall be controlled by a air actuated Akron 2½" valve at the left side running board area or under L1 compartment with a running board suction tray, slide-out platform, or a heat pan and shall be controlled at the valve and visually indicate the position of the valve at all times.
  - c. The valve shall be an Akron 8800HD series with a chrome plated brass ball for ease of operation and increased abrasion resistance.
  - d. The valve shall have a self-locking ball feature using an automatic friction lock design to balance the brass ball when in a throttle position with water flowing through it.
  - e. The valve shall be of the unique Akron swing-out design to allow the valve body to be removed for servicing without disassembling the plumbing.
  - f. All fabricated piping shall be a minimum of Schedule 10 stainless steel for superior corrosion resistance and decreased friction loss.

#### **Requirement Explanation**

One of the greatest detriments to the success of a fire truck is the failure of its fire suppression water pump. The repair the pump can often exceed \$10,000 per failure occurrence since complete disassembly is often required to repair the pump. It was found that a large reason for pump failure was due to the entrance of debris and rock into the pump which blocks passages and throws the impeller out of balance. It became a requirement to back flush the trucks water pump and tank in order to offset this failure and remove debris. However, flushing the tank required a technician to spend an hour or more trying to remove the 3 inch tank drain plug from some very cramped quarters resulting in high labor costs and extensive unit downtime. Therefore, the Department had a high repair shop labor charge plus apparatus downtime each time the flushing procedure was performed. It was decided that installing the manual tank drain in place of the drain plug during the build of the fire apparatus would eliminate any future plug removal downtime and labor cost for the life of the unit. This would also promote the water pump back flushing procedure since having to visit the garage first would no longer be required. This manual tank draining system has been installed on every unit purchased since 1996. Since that time failure of the pump due to debris and rock has been virtually eliminated.

#### **Critical Exception by C.W. Williams Products:**

Not Provided

#### **Critical Exception by American Emergency Response:**

Not Provided or Not Explained

## **6: SPECIFICATION MINIMUM**

### **119.0/- AERIAL UNIT - ELEVATING PLATFORM RATED CAPACITY:**

1. The aerial device shall have a rated capacity of 1,305 lbs. consistent with NFPA 1901 19.8.1 and 19.8.2.
2. The rated capacity shall include 1,000 lbs. in personnel allowance and 305 lbs. for equipment mounted at the tip of the aerial.

#### **Requirement Explanation**

This requirement is allows for a minimum four people and any equipment required to operate within the tip of the aerial device safely during operational or rescue incidents.

#### **Critical Exception by C.W. Williams Products:**

1,000 lbs. capacity

#### **Critical Exception by American Emergency Response:**

1,250 lbs. capacity

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

Thank you.





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



## AGENDA ACTION FORM

### **Appointments to the Tree Advisory Board**

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

Action Form No.: AF-219-2015  
 Work Session: August 3, 2015  
 First Reading: N/A

Final Adoption: August 4, 2015  
 Staff Work By: R. McBryar  
 Presentation By: Mayor Clark

### **Recommendation:**

Approve appointments.

### **Executive Summary:**

A recommendation from the Tree Advisory Board was received requesting to appoint Mr. Steve Bingham to fill the expired term of Mr. Dave Petke and to appoint Mr. James Babb replacing Mr. Brandon Lemmons and fulfilling his unexpired term. If approved by the Board of Mayor and Aldermen, these reappointments will be for a two-year term effective immediately and will expire June 30, 2017.

Steve Bingham was a Charter member of the Tree Advisory Board and has also served on the Bristol Tree Board. Now retired, he worked for over 37 years at the Tennessee Division of Forestry. Steve is a resident of Kingsport and has lived in this area all of his life.

James Babb works for the Tennessee Division of Forestry at their Warriors Path State Park location. He has an associate degree in Forest Management from Haywood Community College in Waynesville, NC.

### **Attachments:**

None

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



## AGENDA ACTION FORM

### Bid for the Purchase of Road Salt

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

Action Form No.: AF-210-2015  
 Work Session: August 3, 2015  
 First Reading: N/A

Final Adoption: August 4, 2015  
 Staff Work By: Committee  
 Presentation By: R. McReynolds, C. McCartt

### Recommendation:

Approve the Resolution.

### Executive Summary:

Bids were opened on July 9, 2015 for the purchase of road salt for use by the Public Works Department on an as needed basis. This bid was issued by the City of Knoxville, TN as a cooperative bid with fifteen East Tennessee government agencies participating. It is recommended to award the bid for the purchase of road salt to the apparent low bidder Cargill, Inc. at a cost of \$93.86 per ton. The estimated annual cost is \$375,440 based on purchasing 4,000 tons. The City included an option in the bid documents to be able to purchase up to an additional 2,000 tons of road salt if needed.

The City is not required to purchase road salt unless and until it is needed from Cargill.

Funding is identified in account number 12140244613038.

### Attachments:

1. Resolution
2. Bid Opening Minutes
3. Recommendation Memo

Funding source appropriate and funds are available: 

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

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

A RESOLUTION AWARDDING THE BID FOR PURCHASE OF  
ROAD SALT TO CARGILL, INC. AND AUTHORIZING THE CITY  
MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

WHEREAS, the City of Kingsport, Tennessee issued an invitation to bid as a cooperative bid with fifteen East Tennessee governmental entities for road salt; and

WHEREAS, bids were opened July 9, 2015, for the purchase of road salt for use by the public works department on an as needed basis; and

WHEREAS, upon review of the bids, the board finds Cargill, Inc. is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to purchase road salt at the cost of \$93.86 per ton from Cargill, Inc.; and

WHEREAS, the estimated cost based on purchasing 4,000 tons of road salt is \$375,440.00 and the city has an option to purchase an additional 2,000 tons, if needed; and

WHEREAS, the city is not required to purchase road salt unless and until needed; and

WHEREAS, funding is identified in account number 12140244613038;

Now therefore,

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

SECTION I. That the bid for purchase of road salt for use by the public works department is awarded to from Cargill, Inc., at the cost of \$93.86 per ton, and the city manager is authorized to execute purchase orders for same, as needed.

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

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

ADOPTED this the 4th day of August, 2015.

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

ATTEST:

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

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

**City of Knoxville, Tennessee**  
**Bulk Ice Control Rock Salt Bid Tabulation**  
**7/9/2015**

<b>Municipality</b>	<b>Morton Salt</b>	<b>Cargill</b>	<b>North American Salt</b>
	Price Per Ton	Price Per Ton	Price Per Ton
City of Knoxville	No Bid	84.28	86.36
City of Kingsport		93.86	98.40
City of Bristol		95.78	98.40
City of Elizabethton		no bid	100.30
City of Mt. Carmel		93.53	91.52
City of Church Hill		91.29	91.52
East Tennessee State University		95.59	96.32
Town of Jonesborough		no bid	96.32
Town of Surgoinsville		89.69	91.52
City of Johnson City		no bid	96.32
City of Newport		86.52	89.17
Knox County		no bid	86.36
City of Alcoa		85.84	87.77
City of Maryville		85.75	87.77
Blount County		85.67	87.77

**Remember that this is a fixed price agreement and that each location is responsible for issuing its own purchase order.**

**Contact Information**

**Cargill:**

Alison Marincek (on vacation - send PO to her AND to Mary Kleiner)

Alison\_Marincek@Cargill.com

Mary\_Kleiner@Cargill.com

800-600-7258.

**Compass Minerals:**

Monica Lloyd

LloydM@compassminerals.com

800-323-1641

MEMORANDUM

July 14, 2015

TO: Brent Morelock, Purchasing Department  
FROM: Ronnie Hammonds, Streets and Sanitation Manager  
SUBJECT: Award of Bid for Road Salt

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After reviewing the bid sheet for road salt I recommend we award the bid to the apparent low bidder, Cargill, at a price of \$93.86 per ton.

If you have any questions please contact me at your convenience.

Thank you for your help in this matter.



## AGENDA ACTION FORM

### Easements and Rights-of-Way for Phase 3 of the Colonial Heights Sewer Project

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

Action Form No.: AF-213-2015  
 Work Session: August 3, 2015  
 First Reading: N/A

Final Adoption: August 4, 2015  
 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 rights-of-way and easements across affected properties. Appraisals have been prepared in accordance with the City of Kingsport's Real Property Acquisition Policies & Procedures and indicate the fair market values as per the attached property owners.

This project will be funded under #SW1502.

### **Attachments:**

1. Colonial Heights Sewer Project – Phase 3 Offers
2. Project Location Map

Funding source appropriate and funds are available: 

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

Tax Map & Parcel	Property Owner	Easement Area	Appraised Value
#106I, B-020.00	Mr. & Mrs. Roy Cleveland Anderson II 132 Arlington Circle Kingsport, Tennessee 37663	Perm. 150 sq. ft. Temp. 200 sq. ft.	\$69.00 \$69.00
#106H, C-008.00	Mr. & Mrs. Charles Bewick Ms. Debra Smith 1216 Morning Dove Drive Kingsport, Tennessee 37663	Temp. 4,434 sq. ft.	\$1,211.00
#106H, E-010.00	Mr. & Mrs. Silas J. Biddison 113 Kingfisher Court Kingsport, Tennessee 37663	Temp. 1,311 sq. ft.	\$413.00
#106I, B-031.00	Ms. Mary Frances Blakemore 115 Countryshire Court Kingsport, Tennessee 37663	Perm. 470 sq. ft. Temp. 574 sq. ft.	\$198.00 \$181.00
#106I, A-001.20	Mr. & Mrs. James F. Boushley 308 Countryshire Court Kingsport, Tennessee 37663	Perm. 1,722 sq. ft. Temp. 1,153 sq. ft.	\$751.00 \$377.00
#106I, A-002.70	Mr. & Mrs. Richard J. Brewer 5633 Cochise Trail Kingsport, Tennessee 37664	Temp. 979 sq. ft.	\$312.00
#106I, A-001.46	Mr. & Mrs. Dwight Lee Brown 208 Wrenwood Court Kingsport, Tennessee 37663	Perm. 1,188 sq. ft. Temp. 3,395 sq. ft.	\$447.00 \$958.00
#106I, A-002.71	Mr. & Mrs. William Byers, Jr. 213 Countryshire Court Kingsport, Tennessee 37663	Temp. 1,403 sq. ft.	\$463.00
#106I, A-001.54	Mr. & Mrs. Glenn Allen Caseman 207 Wrenwood Court Kingsport, Tennessee 37663	Perm. 993 sq. ft. Temp. 1,347 sq. ft.	\$429.00 \$437.00
#106I, A-001.18	Mr. & Mrs. James Chandler, Trustees 304 Countryshire Court Kingsport, Tennessee 37663	Perm. 1,793 sq. ft. Temp. 1,191 sq. ft.	\$746.00 \$372.00
#106I, A-005.00	Mr. & Mrs. George Cline 1121 Meadow Lane Kingsport, Tennessee 37663	Perm. 1,720 sq. ft. Temp. 1,149 sq. ft.	\$736.00 \$369.00
#106I, B-007.00	Convention of the Protestant Episcopal Church Lebanon Drive Kingsport, Tennessee 37663	Perm. 2,250 sq. ft. Temp. 1,500 sq. ft.	\$1,152.00 \$576.00
#106I, A-001.34	Mr. & Mrs. William E. Cooper 415 Meadow Brook Drive Kingsport, Tennessee 37663	Perm. 4,747 sq. ft. Temp. 5,594 sq. ft.	\$1,064.00 \$940.00
#106H, C-010.00	Mr. & Mrs. Mitchell L. Cox 1224 Morning Dove Drive Kingsport, Tennessee 37663	Temp. 2,089 sq. ft.	\$715.00



#106I, A-008.00	Mr. & Mrs. Charles R. Crisp, Jr. 1109 Meadow Lane Kingsport, Tennessee 37663	Temp. 602 sq. ft.	\$217.00
#106I, A-005.03	Mr. & Mrs. L. Wayne Delph 2008 Arlington Drive Kingsport, Tennessee 37663	Perm. 1,573 sq. ft. Temp. 1,049 sq. ft.	\$661.00 \$331.00
#106I, A-002.53	Mr. & Mrs. Roy E. Dempsey 145 Meadow Dale Circle Kingsport, Tennessee 37663	Temp. 1,205 sq. ft.	\$398.00
#106I, A-001.48	Mr. Edward A. Dezarn 212 Wrenwood Court Kingsport, Tennessee 37663	Perm. 1,579 sq. ft. Temp. 1,992 sq. ft.	\$461.00 \$261.00
#106I, A-004.00	Mr. & Mrs. Jeffrey Wayne Edwards 1125 Meadow Lane Kingsport, Tennessee 37663	Perm. 1,807 sq. ft. Temp. 1,205 sq. ft.	\$767.00 \$383.00
#106I, A-002.35	Mr. & Mrs. Geoffrey E. Garber 602 Countryshire Court Kingsport, Tennessee 37663	Perm. 1,887 sq. ft. Temp. 2,514 sq. ft.	\$521.00 \$521.00
#106I, B-012.00	Mr. & Mrs. E. Ray Gilliam, III 115 Arlington Circle Kingsport, Tennessee 37663	Perm. 150 sq. ft. Temp. 100 sq. ft.	\$77.00 \$39.00
#106I, A-005.02	Mr. & Mrs. Norman S. Glover 2004 Arlington Drive Kingsport, Tennessee 37663	Perm. 1,498 sq. ft. Temp. 999 sq. ft.	\$665.00 \$333.00
#106I, A-020.00	Mr. & Mrs. Michael Hall 308 Quail Hill Circle Kingsport, Tennessee 37663	Perm. 2,413 sq. ft. Temp. 1,699 sq. ft.	\$743.00 \$393.00
#106I, A-001.22	Ms. Linda Y. Bollhalter 2501 Huntington Woods Drive Winston Salem, N. Carolina 27103	Perm. 1,180 sq. ft. Temp. 1,728 sq. ft.	\$496.00 \$544.00
#106I, B-013.00	Mr. Scott C. Harper 111 Arlington Circle Kingsport, Tennessee 37663	Temp. 100 sq. ft.	\$39.00
#106I, B-009.00	Mr. Haskell R. Harrison Mr. William M. Pierce P. O. Box 5612 Kingsport, Tennessee 37663	Perm. 1,500 sq. ft. Temp. 1,500 sq. ft.	\$738.00 \$554.00
#106H, B-022.00	Mr. James Thomas Harvel P. O. Box 2124 Kingsport, Tennessee 37662	Temp. 446 sq. ft.	\$154.00
#106H, B-023.00	Mr. James Thomas Harvel P. O. Box 2124 Kingsport, Tennessee 37662	Perm. 648 sq. ft. Temp. 3,271 sq. ft.	\$288.00 \$1,089.00
#106I, B-021.00	Mr. Gary A. Head 1120 Meadow Lane Kingsport, Tennessee 37663	Temp. 1,500 sq. ft.	\$567.00

#106H, C-009.00	Mr. & Mrs. George D. Helton 1220 Morning Dove Drive Kingsport, Tennessee 37663	Temp. 2,735 sq. ft.	\$846.00
#106H, B-003.00	Hubert M. Hill Trust % First TN Bank NA Attn: Trust Real Estate 800 S. Gay St., 5 <sup>th</sup> Floor Knoxville, Tennessee 37929	Perm. 482 sq. ft. Temp. 643 sq. ft.	\$62.00 \$62.00
#106H, C-012.20	Mr. G. H. Hood, Jr. P. O. Box 5474 Kingsport, Tennessee 37663	Perm. 1,830 sq. ft. Temp. 1,823 sq. ft.	\$769.00 \$574.00
#106H, F-030.00	Mr. G. H. Hood, Jr. P. O. Box 5474 Kingsport, Tennessee 37663	Temp. 1,956 sq. ft.	\$587.00
#106H, F-031.00	Mr. G. H. Hood, Jr. P. O. Box 5474 Kingsport, Tennessee 37663	Temp. 1,956 sq. ft.	\$617.00
#106I, A-001.12	Ms. Janie Hopkins 2930 Princeton Lane Murfreesboro, Tennessee 37129	Perm. 2,299 sq. ft. Temp. 3,066 sq. ft.	\$883.00 \$883.00
#106H, B-015.00	Mr. & Mrs. Kevin Howell 1202 Kendrick Creek Road Kingsport, Tennessee 37663	Perm. 2,117 sq. ft. Temp. 2,822 sq. ft.	\$390.00 \$389.00
#106I, A-001.32	Mr. & Mrs. Luther R. Hyder 423 Meadow Brook Drive Kingsport, Tennessee 37663	Temp. 1,108 sq. ft.	\$306.00
#106I, A-001.52	Mr. & Mrs. Dan Jackson 211 Wrenwood Court Kingsport, Tennessee 37663	Perm. 1,308 sq. ft. Temp. 1,721 sq. ft.	\$601.00 \$594.00
#106I, A-005.12	Mr. & Mrs. Buddy Johnston 2109 Arlington Place Kingsport, Tennessee 37663	Perm. 3,395 sq. ft. Temp. 3,020 sq. ft.	\$1,046.00 \$698.00
#106H, B-014.00	Mr. & Mrs. Bob Jones 1200 Kendrick Creek Road Kingsport, Tennessee 37663	Perm. 2,264 sq. ft. Temp. 3,018 sq. ft.	\$390.00 \$389.00
#106H, A-040.00	Mr. Cecil Glenn Jones 114 Oakwood Lane Erwin, Tennessee 37650	Perm. 2,434 sq. ft. Temp. 3,245 sq. ft.	\$137.00 \$136.00
#106I, A-001.28	Mr. & Mrs. John William Kelly 431 Meadow Brook Drive Kingsport, Tennessee 37663	Perm. 258 sq. ft. Temp. 428 sq. ft.	\$97.00 \$121.00
#106I, A-002.59	Mr. & Mrs. Gary Stephen Luttrell 131 Meadow Glade Circle Kingsport, Tennessee 37663	Perm. 2,533 sq. ft. Temp. 1,778 sq. ft.	\$1,054.00 \$555.00
#106I, A-019.00	Mr. & Mrs. Jonathan R. Lynch 304 Quail Hill Circle Kingsport, Tennessee 37663	Temp. 1,559 sq. ft.	\$496.00

#106H, E-011.00	Mr. & Mrs. Dale F. Martin 109 Kingfisher Court Kingsport, Tennessee 37663	Temp. 1,000 sq. ft.	\$330.00
#106I, A-010.00	Ms. Joanne R. McEntyre, Trustee 1101 Meadow Lane Kingsport, Tennessee 37663	Perm. 1,656 sq. ft. Temp. 1,313 sq. ft.	\$762.00 \$453.00
#106I, B-039.00	Ms. Kathryn McLain, Etal, Co-Trustees 115 Countryshire Court Kingsport, Tennessee 37663	Temp. 1,476 sq. ft.	\$346.00
#106H, E-009.00	Mr. & Mrs. William L. McCoy, Jr. 117 Kingfisher Court Kingsport, Tennessee 37663	Temp. 2,223 sq. ft.	\$674.00
#106I, B-006.00	Mr. & Mrs. Rex A. Metcalf 1104 Meadow Lane Kingsport, Tennessee 37663	Temp. 1,500 sq. ft.	\$576.00
#106I, A-001.16	Mr. & Mrs. William I. Miller 218 Countryshire Court Kingsport, Tennessee 37663	Perm. 1,389 sq. ft. Temp. 972 sq. ft.	\$567.00 \$298.00
#106I, A-002.32	Mr. & Mrs. Richard C. Mobley 436 Meadow Brook Drive Kingsport, Tennessee 37663	Perm. 113 sq. ft. Temp. 500 sq. ft.	\$19.00 \$63.00
#106I, A-005.01	Mr. & Mrs. Robert M. Moore 2000 Arlington Drive Kingsport, Tennessee 37663	Perm. 3,781 sq. ft. Temp. 3,290 sq. ft.	\$1,301.00 \$849.00
#106I, B-022.00	Mr. & Mrs. Robert M. Mynhier 1124 Meadow Lane Kingsport, Tennessee 37663	Perm. 2,250 sq. ft. Temp. 1,500 sq. ft.	\$1,098.00 \$549.00
#106H, C-025.00	Mr. & Mrs. James R. Nanney 109 Partridge Place Kingsport, Tennessee 37663	Temp. 902 sq. ft.	\$344.00
#106I, A-006.00	Mr. & Mrs. Grady Carl Moore, III 1117 Arlington Drive Kingsport, Tennessee 37663	Perm. 1,123 sq. ft. Temp. 2,299 sq. ft.	\$346.00 \$531.00
#106H, C-019.00	Mr. & Mrs. Kevin D. Oliver 120 Partridge Place Kingsport, Tennessee 37663	Perm. 2,615 sq. ft. Temp. 2,416 sq. ft.	\$1,099.00 \$761.00
#106H, C-027.00	Mr. & Mrs. Lee R. Partin 101 Partridge Place Kingsport, Tennessee 37663	Temp. 910 sq. ft.	\$304.00
#106I, A-009.00	Ms. Angela Joan Phillips 1105 Meadow Lane Kingsport, Tennessee 37663	Temp. 1,200 sq. ft.	\$468.00
#106I, B-011.00	Mitzi Dorton Phillips L/E % Mitzi Dorton Mitra 11 Claudia Street East Wareham, MA 02538	Perm. 100 sq. ft. Temp. 100 sq. ft.	\$51.00 \$39.00

#106H, C-007.00	Mr. & Mrs. Mark A. Prillhart 1212 Morning Dove Drive Kingsport, Tennessee 37663	Temp. 1,100 sq. ft.	\$344.00
#106I, A-001.24	Mr. & Mrs. Donald R. Raber 400 Countryshire Court Kingsport, Tennessee 37663	Temp. 168 sq. ft.	\$53.00
#106I, A-002.37	Mr. & Mrs. Donald R. Raber 400 Countryshire Court Kingsport, Tennessee 37663	Perm. 6,261 sq. ft. Temp. 6,247 sq. ft.	\$1,177.00 \$881.00
#106I, A-005.14	Mr. & Mrs. James D. Rankin 2101 Arlington Place Kingsport, Tennessee 37663	Perm. 614 sq. ft. Temp. 1,001 sq. ft.	\$258.00 \$315.00
#106H, F-023.00	Mr. & Mrs. Philip Rickman 1246 Morning Dove Drive Kingsport, Tennessee 37663	Perm. 1,846 sq. ft. Temp. 2,747 sq. ft.	\$790.00 \$882.00
#106I, A-011.00	Mr. & Mrs. Christopher D. Roberts 404 Arlington Court Kingsport, Tennessee 37663	Perm. 1,137 sq. ft. Temp. 2,033 sq. ft.	\$573.00 \$769.00
#106I, A-002.33	Mr. & Mrs. David L. Rowland 506 Countryshire Court Kingsport, Tennessee 37663	Perm. 1,177 sq. ft. Temp. 1,570 sq. ft.	\$306.00 \$307.00
#106I, A-005.04	Mr. & Mrs. Samuel Ross 1058 Hidden Valley Road Kingsport, Tennessee 37663	Perm. 149 sq. ft. Temp. 348 sq. ft.	\$62.00 \$120.00
#106I, A-001.14	Salvation Army P. O. Box 2280 Kingsport, Tennessee 37663	Perm. 85 sq. ft. Temp. 349 sq. ft.	\$36.00 \$109.00
#106H, C-006.00	Mr. & Mrs. Emerson E. Sharpe, Jr. 1208 Morning Dove Drive Kingsport, Tennessee 37663	Temp. 1,100 sq. ft.	\$330.00
#106I, A-005.13	Mr. & Mrs. Nicholas Sherfey 2105 Arlington Place Kingsport, Tennessee 37663	Perm. 1,271 sq. ft. Temp. 999 sq. ft.	\$524.00 \$309.00
#106I, A-002.52	Mr. & Mrs. Stuart M. Sigrest 139 Meadow Dale Circle Kingsport, Tennessee 37663	Perm. 2,781 sq. ft. Temp. 1,852 sq. ft.	\$1,180.00 \$589.00
#106I, A-001.50	Mr. & Mrs. Gregory H. Silcox 215 Wrenwood Court Kingsport, Tennessee 37663	Temp. 2,311 sq. ft.	\$721.00
#106I, A-002.72	Mr. Joey D. Smallwood 209 Countryshire Court Kingsport, Tennessee 37663	Perm. 2,251 sq. ft. Temp. 4,280 sq. ft.	\$1,009.00 \$1,438.00
#106I, B-038.00	Ms. Betty Bean Smith 1212 Meadow Lane Kingsport, Tennessee 37663	Perm. 2,183 sq. ft. Temp. 2,384 sq. ft.	\$917.00 \$783.00

#106I, A-002.34	Mr. & Mrs. John Carter Lawrence 510 Countryside Court Kingsport, Tennessee 37663	Perm. 1,607 sq. ft. Temp. 2,143 sq. ft.	\$418.00 \$418.00
#106I, B-032.00	Mr. & Mrs. Joseph A. Solomon 111 Countryside Court Kingsport, Tennessee 37660	Perm. 2,203 sq. ft. Temp. 1,453 sq. ft.	\$952.00 \$471.00
#106I, A-001.30	Mr. & Mrs. Danny C. Steadman 427 Meadow Brook Drive Kingsport, Tennessee 37663	Perm. 2,272 sq. ft. Temp. 2,479 sq. ft.	\$919.00 \$751.00
#106I, A-016.00	Mr. & Mrs. Robert W. Stepp 405 Arlington Court Kingsport, Tennessee 37663	Perm. 2,765 sq. ft. Temp. 3,549 sq. ft.	\$984.00 \$948.00
#106I, A-015.00	Mr. & Mrs. Robert W. Stepp 405 Arlington Court Kingsport, Tennessee 37663	Perm. 99 sq. ft. Temp. 213 sq. ft.	\$43.00 \$69.00
#106H, C-026.00	Mr. & Mrs. James E. Stuart 105 Partridge Place Kingsport, Tennessee 37663	Temp. 904 sq. ft.	\$345.00
#106I, A-002.60	Ms. Joyce Tate 127 Meadow Glade Circle Kingsport, Tennessee 37663	Perm. 165 sq. ft. Temp. 1,629 sq. ft.	\$74.00 \$548.00
#106I, B-010.00	Ms. Jacqueline Taylor 123 Arlington Circle Kingsport, Tennessee 37663	Temp. 200 sq. ft.	\$84.00
#106I, A-002.36	Ms. Charlene Theile 606 Countryside Court Kingsport, Tennessee 37663	Perm. 2,166 sq. ft. Temp. 4,284 sq. ft.	\$408.00 \$604.00
#106H, C-012.70	Mr. & Mrs. David W. Thompson 209 Teal Court Kingsport, Tennessee 37662	Perm. 1,664 sq. ft.	\$692.00
#106H, C-017.00	Mr. & Mrs. Lanny C. Treece 112 Partridge Place Kingsport, Tennessee 37663	Perm. 950 sq. ft. Temp. 951 sq. ft.	\$433.00 \$326.00
#106I, B-033.00	Ms. Jeanne Ubaldini 107 Countryside Court Kingsport, Tennessee 37663	Perm. 150 sq. ft. Temp. 100 sq. ft.	\$67.00 \$34.00
#106I, B-037.00	Ms. Jeanne Ubaldini 107 Countryside Court Kingsport, Tennessee 37663	Temp. 657 sq. ft.	\$219.00
#106I, A-002.54	Mr. & Mrs. Daren R. Van Buren 405 Countryside Court Kingsport, Tennessee 37663	Temp. 650 sq. ft.	\$205.00
#106H, B-024.00	Ms. Sarah G. Villar 1705 Springfield Avenue Kingsport, Tennessee 37664	Perm. 2,960 sq. ft. Temp. 6,964 sq. ft.	\$1,279.00 \$2,257.00

#106H, C-012.05	Ms. Jean W. Wallace 1234 Morning Dove Drive Kingsport, Tennessee 37663	Temp. 1,551 sq. ft.	\$522.00
#106I, B-008.00	Ms. Nita O. Webb, L/E Ms. Brenda Lawrence, etal, R/E P. O. Box 5592 Kingsport, Tennessee 37663	Perm. 1,500 sq. ft. Temp. 1,500 sq. ft.	\$732.00 \$549.00
#106H, B-016.90	West Colonial Hills Missionary Baptist Church 1202 Kendrick Creek Road Kingsport, Tennessee 37663	Perm. 933 sq. ft. Temp. 5,987 sq. ft.	\$172.00 \$826.00
#106H, C-012.10	Mr. & Mrs. J.D. Wininger, Jr., Trustees 106 Pheasant Court Kingsport, Tennessee 37663	Temp. 1,550 sq. ft.	\$517.00
#106I, A-001.44	Mr. & Mrs. Mark A. Winkle 204 Wrenwood Court Kingsport, Tennessee 37663	Perm. 2,773 sq. ft. Temp. 2,186 sq. ft.	\$1,032.00 \$610.00
#106H, B-025.00	Mr. & Mrs. Ronald D. Wright 3185 Tiffany Court Kingsport, Tennessee 37663	Temp. 100 sq. ft.	\$32.00





STAR





## AGENDA ACTION FORM

### **Bid for Purchase of Turnout Gear**

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

Action Form No.: AF-212-2015  
 Work Session: August 3, 2015  
 First Reading: N/A

Final Adoption: August 4, 2015  
 Staff Work By: Committee  
 Presentation By: Chief Dye, Cpt. T. Arnold,  
 C. McCart

### **Recommendation:**

Approve the Resolution.

### **Executive Summary:**

Bids were opened on June 23, 2015 for the purchase of Turnout Gear to be used by the Fire Department. It is the recommendation of the committee to award the bid for the purchase of the Turnout Gear to Municipal Emergency Services, Inc. at a cost of \$1,887.38 per set. The estimated cost to be spent this fiscal year is \$47,184.50 to purchase 25 complete sets.

Standardization of Turnout Gear is very important to the Fire Department for safety and training purposes. Therefore we are requesting this award be approved for all Turnout Gear purchases from this point forward. These purchases will be made on an as needed basis and only if sufficient funding is in place in the Fire Department clothing and uniforms line item for future fiscal years.

A lower dollar amount bid was received but is not being recommended for reasons outlined in the recommendation memo.

Funding is identified in account number 110-3501-451-3029.

### **Attachments:**

1. Resolution
2. Bid Opening Minutes
3. Recommendation Memo

Funding source appropriate and funds are available: js

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

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

A RESOLUTION AWARDDING THE BID FOR THE PURCHASE  
OF TURNOUT GEAR TO MUNICIPAL EMERGENCY SERVICES,  
INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE  
A PURCHASE ORDER FOR THE SAME

WHEREAS, bids were opened June 23, 2015, for the purchase of turnout gear for the use  
by the Fire Department; and

WHEREAS, upon review of the bids, the board finds Municipal Emergency Services, Inc. is  
the lowest responsible compliant bidder meeting specifications for the particular grade or class of  
material, work or service desired and is in the best interest and advantage to the city, and the City  
of Kingsport desires to purchase 25 complete sets of Globe Gxcel turnout gear at \$1,887.38 per  
set, from Municipal Emergency Services, Inc. for a total purchase cost of \$47,84.50; and

WHEREAS, funding is identified in account #11035014513029.

Now therefore,

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

SECTION I. That the bid for the purchase of 25 complete sets of turnout gear at a total  
purchase cost of \$47,184.50, is awarded to Municipal Emergency Services, Inc., and the city  
manager is authorized and directed to execute a purchase order for same.

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

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

ADOPTED this the 4th day of August, 2015.

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

ATTEST:

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

APPROVED AS TO FORM:

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

## **MINUTES BID OPENING**

**June 23, 2015, 4:00 p.m.**

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

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

The Procurement Manager opened with the following bids:

<b>FIRE TURNOUT GEAR</b>				
<b>Vendor:</b>	<b>Unit Cost:</b>	<b>Pricing Held For:</b>	<b>Option:</b>	<b>Brand:</b>
Cumberland International	\$1,845.00	12 Months	N/A	Innotex 5000X
High Tech Rescue	\$2,105.00	12 Months	N/A	Lakeland MTS Stealth
NAFECO	\$2,015.00	12 Months	\$1,816.00 Lion Body Guard Liberty Coat	Lion Jonesville V-Force
Municipal Emergency Services, Inc.	\$1,887.38	12 Months	N/A	Globe Gzcel

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

## Memorandum

To: Brent Morelock, Assistant Procurement Manager

From: Kingsport Fire Department

Date: 07/23/15

**RE: PPE Recommendation**

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Upon review by the PPE committee and administration, we are recommending awarding the bid for Turnout Gear to Municipal Emergency Services, Inc. This decision was based on several factors.

- Met all specifications required
- Warranty covers more items for longer duration
- Sizing availability
- Positive feedback from surrounding departments
- Processing time
- Higher quality with a longer life expectancy

Cumberland International was the lowest bid but did not meet our specifications. Listed below are the reasons for the rejection of the low bid.

- Outer shell material
- Moisture Barrier on jackets & pants
- Reinforced trim stitching
- Elbow and knee reinforcements
- Liner access opening in the pants
- Semi-expansion pockets
- Method of thermal liner/moisture barrier attachment for jackets & pants

The PPE Committee gave due diligence in reviewing the bids and doing research on the Turnout Gear provided by each company. Based on the research, knowledge, feedback, and assessment of the gear we believe that the brand, Globe Gxcel, offered by Municipal Emergency Services, Inc. best meets our needs.



## AGENDA ACTION FORM

### **Bid for the Landfill Clay Liner Project**

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

Action Form No.: AF-214-2015  
 Work Session: August 3, 2015  
 First Reading: N/A

Final Adoption: August 4, 2015  
 Staff Work By: Stephen Robbins  
 Presentation By: Ryan McReynolds

### **Recommendation:**

Approve the Resolution.

### **Executive Summary:**

The proposed construction contract will authorize Thomas Construction to move forward with the construction of a new cell at the City's Demolition Landfill. The work includes excavation of existing shale soil/rock and the importation of clay soil to construct an impervious liner. The work also includes installation of an underdrain system and covering the clay with soil to protect the liner. The anticipated life of the new cell is estimated to be 20 years.

As a result of a good bid, funds to cover this agreement are available within the Landfill Clay Liner budget as established by the BMA.

### **Attachments:**

1. Resolution
2. Bid Minutes
3. Memo of Recommendation

Funding source appropriate and funds are available: 

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

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

A RESOLUTION AWARDDING THE BID FOR THE LANDFILL CLAY LINER PROJECT TO THOMAS CONSTRUCTION COMPANY, INC. AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, bids were opened July 21, 2015, for the construction of a new cell at the demolition landfill; and

WHEREAS, upon review of the bids, the board finds Thomas Construction Company, Inc. is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to enter into a contract for the construction of a new cell at the demolition landfill which includes excavation of existing shale soil/rock and the importation of clay soil to construct an impervious liner, installation of an underdrain system and covering the clay with soil to protect the liner, from Thomas Construction Company, Inc. at an estimated construction cost of \$1,076,018.00; and

WHEREAS, funding is identified in project number DL1500;

Now therefore,

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

SECTION I. That the bid for the construction of a new cell at the demolition landfill, including, excavation of existing shale soil/rock and the importation of clay soil to construct an impervious liner, installation of an underdrain system and covering the clay with soil to protect the liner at an estimated cost of \$1,076,018.00 is awarded to Thomas Construction Company, Inc.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper for the purpose of the construction project or 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 August, 2015.

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

ATTEST:

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

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

MINUTES  
BID OPENING  
July 21, 2015  
4:00 P.M.

Present: Sandy Crawford, Procurement Manager; Brent Morelock, Assistant Procurement Manager;  
Steve Robbins, Stormwater Manager; Ronnie Hammonds, Streets and Sanitation Manager;  
Bob Fickle, Landfill Manager; Pamela Gilmer, Engineer

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

The Procurement Manager opened with the following bids:

KINGSPORT LANDFILL CLAY LINER		
Vendor:	Total Cost:	Comments:
East TN Turf & Landscape	\$1,592,167.00	
Summers-Taylor, Inc.	\$1,699,115.50	Markovers Present & Initialed
Thomas Construction Co, Inc.	\$1,076,018.00	
Hodges Group, Inc.	\$2,079,669.65	
Bakers Construction Services, Inc.	\$1,806,870.16	
Glass Machinery & Excavation, Inc.	\$1,465,270.90	
American Environmental, LLC	\$1,462,804.00	
Atlantis Commercial Group, Inc.	\$1,853,181.45	

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



# Memo

**To:** Ryan McReynolds, Ronnie Hammonds

**From:** Stephen Robbins

**CC:** Sandy Crawford

**Date:** 7/28/2015

**Re:** Landfill Clay Liner

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I have reviewed the bids received on 7/21/2015. I recommend that the City award the project to the low bidder, Thomas Construction Co. in the amount of \$1,076,018.00. The bid price is within the budget set for the project.



## AGENDA ACTION FORM

### **Renew the Agreement with United Healthcare for Medicare Advantage Insurance**

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

Action Form No.: AF-211-2015  
 Work Session: August 3, 2015  
 First Reading: NA

Final Adoption: August 4, 2015  
 Staff Work By: Lesley Christian  
 Presentation By: Terri Evans

#### **Recommendation:**

Approve the Resolution.

#### **Executive Summary:**

The city has provided either a Medicare supplement or a Medicare advantage product for eligible retirees since the mid-1980s. This benefit applies only to those individuals who retired prior to July 1, 2010, were on the city's group health plan at the time of retirement, and have maintained continuous coverage on the city's group health plan since retirement. Currently, 97 retirees receive this benefit with an additional 16 retirees eligible to enroll when they become Medicare eligible. This is a continuation of the current program offered through United Healthcare. This plan is again being offered as a zero premium plan for calendar year 2016 (meaning there will be no cost to the city to offer this benefit).

#### **Attachments:**

1. Resolution
2. Coverage Summary

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

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

A RESOLUTION RENEWING THE AGREEMENT WITH  
UNITED HEALTHCARE FOR MEDICARE REPLACEMENT  
INSURANCE AND AUTHORIZING THE MAYOR TO  
EXECUTE AND SIGN ALL APPLICABLE DOCUMENTS

WHEREAS, the city currently provides Medicare Replacement Insurance, purchased through United Healthcare, for its eligible retirees over the age of 65; and

WHEREAS, the city desires to continue to provide the United Healthcare Medicare Replacement Insurance to its eligible retirees in 2016; and

WHEREAS, this plan covers approximately 97 retirees, and is offered as a zero premium plan, according to the Healthcare Reform Act.

Now therefore,

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

SECTION I. That the renewal of the United Healthcare Medicare Replacement Insurance agreement for eligible city retirees over the age of 65 for 2016 is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney, the agreement with United Healthcare to provide the Medicare Replacement Insurance and all applicable documents 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 4th day of August, 2015.

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

ATTEST:

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

APPROVED AS TO FORM:

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

# Prepared Exclusively For: CITY OF KINGSPORT

Product: Group PPO Plus

Effective: 1/1/2016

Through

12/31/2016

This is a highlight of benefits only and is Not all inclusive of the Plan's benefits, services, limitations or exclusions

BENEFITS AND COVERAGE	In-Network Services	Out-of-Network Services
Annual Deductible		
Annual Medical Deductible 1		
Annual Medical Deductible 2		
Out-of-Pocket Maximum		
Annual Medical Out-of-Pocket Maximum 1	\$4,500 combined with out-of-network	\$10,000 combined with In-network
Annual Medical Out-of-Pocket Maximum 2		
Physician Services		
Primary Care Physician	\$10	\$35
Specialist	\$40	\$60
Emergency Department \ Urgently Needed Care \ Ambulance Services		
Ambulance Services	\$150	\$150
Emergency Room (MA includes Worldwide coverage)	\$65 waived if admitted within 24 hours	\$65 waived if admitted within 24 hours
Urgently Needed Care	\$35 for contracted providers, \$35 for non-contracted providers; waived if admitted within 24 hours	\$35 for contracted providers, \$35 for non-contracted providers; waived if admitted within 24 hours
Inpatient Services		
Inpatient Hospital Stay	\$200 days 1-8; \$0 days 9-999	40% days 1-999
Skilled Nursing Facility Care	\$0 days 1-20; \$100 days 21-100	\$175 days 1-100
Inpatient Mental Health / Substance Abuse	\$175 days 1-8; \$0 days 9-190	40% days 1-190
Home Healthcare Agency		
Home Care Visits	\$0	20%
Hospice (Medicare-covered)	Covered by Medicare	Covered by Medicare
Outpatient Services (including observation, medical and surgical care)		
Outpatient Hospital Services	\$200	40%
Outpatient Surgery	\$200	40%
Outpatient Mental Health/Substance Abuse	\$40 individual visit /\$10 group visit	\$60 individual visit /\$35 group visit
Partial Hospitalization (Mental Health Day Treatment per day)	\$55	\$55
Comprehensive Outpatient Rehabilitation Facility (CORF)	5%	40%
Occupational Therapy	5%	40%
Physical/Speech/Language Therapy	5%	40%
Cardiac/Pulmonary Rehabilitation	5%	40%
Kidney Dialysis	5%	5%
Outpatient X-ray Services	5%	40%
Clinical Laboratory Services	5%	\$13
Diagnostic Procedure/Test	5%	40%
Diagnostic Radiology Service	5%	40%
Therapeutic Radiology Service	5%	40%
Chiropractic Visit (Medicare-covered)	\$10	\$15
Podiatry Visit (Medicare-covered)	\$40	\$60
Exam (Medicare-covered)	\$40	\$60
Hearing Exam (Medicare-Covered)	\$40	\$60
Dental Services (Medicare-Covered)	\$40	\$60
Blood	\$0; 3 pint deductible waived	\$0; 3 pint deductible waived



<b>Preventive Services (Medicare-covered)</b>		
Bone Mass Measurements	\$0	40%
Colorectal Screening Exams	\$0	40%
Annual Screening Mammograms	\$0	40%
Pap Smears and Pelvic Exams	\$0	40%
Prostate Cancer Screening Exams	\$0	40%
Cardiovascular Screenings	\$0	40%
Smoking Cessation Visit	\$0	\$60
Abdominal Aortic Aneurysm (AAA) Screenings	\$0	40%
Diabetes Screening	\$0	40%
HIV Screening	\$0	40%
Screening and Behavioral Counseling Interventions in Primary Care to Reduce Alcohol Misuse	\$0	40%
Screening for Depression in Adults	\$0	40%
Screening for Sexually Transmitted Infections	\$0	40%
High Intensity Behavioral Counseling to Prevent STIs and Intensive Behavioral Therapy for Cardiovascular Disease	\$0	40%
Screening and Counseling for Obesity	\$0	40%
Diabetes - Self-Management Training	\$0	40%
Medical Nutrition Therapy and Counseling	\$0	40%
Glaucoma Screening	\$0	40%
Kidney Disease Education	\$0	40%
Dialysis Training	\$0	40%
Hepatitis C Screening	\$0	40%
<b>Annual Physical Exams</b>		
Wellness Exam and One-time Welcome-to-Medicare Exam (Medicare-covered)	\$0	40%
Routine Physical Exam	\$0	40%
<b>Immunizations</b>		
(Flu, Pneumococcal, Pneumonia, and Hepatitis B Vaccines)	\$0	\$0
<b>Durable Medical Equipment</b>		
Durable Medical Equipment	5%	40%
Prosthetics	5%	40%
Orthotics	5%	40%
Diabetic Shoes and Inserts	5%	40%
Medical Supplies	5%	40%
Diabetes Monitoring Supplies	\$0	\$0
<b>Additional Service (non-Medicare covered)</b>		
Vision Services	\$40 routine exam every 12 months;	\$60 routine exam every 12 months;
Hearing Services	\$0 exam every 12 months / \$500 Hearing Aid Allowance for 999 device Combined every 36 months	\$0 exam every 12 months / \$500 Hearing Aid Allowance for 999 device Combined every 36 months
Chiropractic Services		
Routine Dental Services		
Acupuncture Services		
Private Duty Nursing Allowance		
Wigs Coverage (after Chemotherapy treatment)		
<b>Part B Drugs</b>		
Part B drugs - Immunosuppressives, anti-nausea, inhalation solutions, outpatient injectables	5%	40%
Chemotherapy Drugs	5%	40%
<b>Part D Outpatient Prescription Drugs</b>		
Part D Gap Coverage	Min CMS Coverage	
Annual Coverage Limit	\$3,310	
True Out of Pocket Threshold	\$4,850	

	Greater of 5% Coinsurance or \$2.95 for generic drugs and \$7.40 for all other drugs	
Catastrophic Coverage Benefit Amounts		
Formulary	16MAPD G Full Edit	
Standard Formulary Edits	On	
Bonus Drug List		
Rx Deductible		
<b>Part D Retail Copay (up to a 30 day supply)</b>		
Tier 1 Drugs	\$10.00	
Tier 2 Drugs	\$45.00	
Tier 3 Drugs	\$100.00	
Tier 4 Drugs	\$100.00	
<b>Part D Preferred Mail Order Copay (up to a 90 day supply)</b>		
Tier 1 Drugs	\$20.00	
Tier 2 Drugs	\$90.00	
Tier 3 Drugs	\$200.00	
Tier 4 Drugs	\$200.00	
<b>Wellness/Clinical Programs</b>		
Fitness	SilverSneakers	Not Included
caregiver	Not Included	Not Included
nurseLine	Included	Not Included
Access Support	Included	Not Included
Condition Management - Chronic Heart Failure (CHF)	Included	Not Included
Condition Management - Coronary Artery Disease (CAD)/Diabetes	Included	Not Included
Condition Management - End Stage Renal Disease (ESRD)	Included	Not Included
Group Retiree Case Management	Included	Not Included
Advanced Illness Care Management	Included	Not Included
Preferred Diabetic Supply Program	Included	Not Included
Hi Health Discount Program	Included	Not Included
HouseCalls Program	Not Included	Not Included



## AGENDA ACTION FORM

### Reject All Bids for SR-126 Wilcox Drive Sidewalk Phase 5 Improvements

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

Action Form No.: AF-217-2015  
 Work Session: August 3, 2015  
 First Reading: N/A

Final Adoption: August 4, 2015  
 Staff Work By: M. Thompson, T. Elsea  
 Presentation By: Ryan McReynolds

#### Recommendation:

Approve the Resolution.

#### Executive Summary:

Bids were opened May 28, 2015 for sidewalk improvements along SR-126 from the Holston river sluice northeast of Wilcox Court to Industry Drive.

Currently TDOT is unable to concur with awarding this bid due to the inclusion of the language that the bids "comply with the Contractors Licensing Act of 1994 (TCA Title 62, Chapter 6)". TDOT's bid review staff interprets that the inclusion of this requirement for bidding does not comply with federal regulations [23 CFR 635.110(c)] and precludes the use of federal funds on this project. Therefore TDOT recommends the City revise the instructions to bidders to remove the requirement to provide a license number and rebid the project.

We request to reject all bids for this project, and will continue with the evaluation / clarification of the bidding process concerning this issue. We will proceed with rebidding this project when concise direction is provided.

#### Attachments:

1. Resolution

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



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

A RESOLUTION REJECTING ALL BIDS RELATED TO THE SR-126 WILCOX DRIVE SIDEWALK PHASE 5 IMPROVEMENT PROJECT

WHEREAS, bids were opened May 28, 2015, for the sidewalk improvements along SR-126 from the Holston river sluice northeast of Wilcox Court to Industry Drive; and

WHEREAS, since the time of the opening of the bids, the Tennessee Department of Transportation has reviewed our bid documents and has requested revisions to the same;

Now therefore,

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

SECTION I. That all bids opened May 28, 2015 relating to the sidewalk improvements along SR-126 from the Holston river sluice northeast of Wilcox Court to Industry Drive are rejected.

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

ADOPTED this the 4th day of August, 2015.

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

ATTEST:

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

APPROVED AS TO FORM:

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