



## AGENDA

### BOARD OF MAYOR AND ALDERMEN REGULAR WORK SESSION

Monday, May 20, 2013  
3:30 p.m.

#### Board of Mayor and Aldermen

Mayor Dennis R. Phillips, Presiding  
Alderman John Clark  
Alderman Valerie Joh  
Alderman Mike McIntire

Vice Mayor Tom C. Parham  
Alderman Tom Segelhorst  
Alderman Jantry Shupe

#### Leadership Team

John G. Campbell, City Manager  
J. Michael Billingsley, City Attorney  
Jim Demming, City Recorder/CFO  
Craig Dye, Fire Chief  
Jeff Fleming, Asst. City Manager, Development Services

Chris McCart, Assistant to the City Manager  
Ryan McReynolds, Public Works Director  
Gale Osborne, Police Chief  
Tim Whaley, Community and Gov't Relations Director

1. Call to Order
2. Roll Call
3. Budget Discussion
4. KCS Update – Dr. Lyle Ailshie
5. Review of Items on May 21, 2013 Regular Business Agenda
6. 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.**



## Work Session Tickler

May 20, 2013

### Special Projects

#### **Welcome Center**

**Michael Thompson**

**May 15, 2013**

Charles Blalock & Sons, Inc. is the contractor. TDOT estimates that the remaining work on the site will take until the end of May. Final dress-up work and fencing continues. The Welcome Center Building is under a separate contract and the design by Hastings Architecture is complete. The last update from TDOT (5/6/13) is that the building plans have been approved by the State Fire Marshall's office and are ready to be sent to Federal Highway Administration for review, as soon as TDOT's Environmental Division makes sure that the environmental document prepared for the project included the building. Based on the above, the estimated schedule is for the Welcome Center building contract to be in a June bid opening, a July construction start, and completion estimated in January, 2014. Funding for this project was provided through the Appalachian Regional Commission in 2003. Tennessee Department of Transportation will maintain the facility and staffing will be provided by the Tennessee Department of Tourist Development.

#### **Traffic Engineering Building**

**Tim Elsea**

**May 14, 2013**

Phase 2 bids were opened on March 26, 2013. Chapman Construction is the apparent low bidder and staff is working to get a contract out and signed. Tentative preconstruction date of May 30th at 2:00 PM. The low bid price was \$264,400.00 with a \$10,000.00 built in owner allowance (contingency). After review \$15,000 savings was recognized which would make the apparent low bid \$249,400.00. The original cost estimate for the entire renovation was \$285,151.00 for 8,751 square feet or \$32.59 per square foot of indoor office and storage space.

Phase 1 cost of \$102,847.60 plus phase 2 cost of \$249,400.00 equals \$352,247.60 or \$40.25 per square foot.

#### **Automated Recycling**

**Ryan McReynolds**

**May 15, 2013**

The distribution of the new Automated Recycling Carts began the week of May 13 and is to continue through the end of May. The new collection program will begin during the week of June 3rd. Various media outlets have been and will continue to be utilized to educate the public as we transition this sanitation service. Questions related to the service can be referred to the Streets and Sanitation Division at 229-9451.

#### **Meadowview Wine Production**

**John Campbell**

**May 17, 2013**

Work was completed on the front porch entry ramp and other items to complete the exterior were finished. The lot should be sealed in the next two weeks. The owner is serving customers from the tasting room.

**Carousel**

**Chris McCartt**

**May 2, 2013**

A K-VA-T official will be at the meeting on May 20, 2013 to propose an offer to purchase property on Roller Street. After this is done they will move on to purchase property on the front for the future carousel park.

## **City Departments**

### **Public Works**

#### **Cleek Road Improvements Phase 2**

**Hank Clabaugh**

**May 13, 2013**

Baker's Construction Services is the contractor for this project. The construction contract is for 365 days (November 29, 2012 to November 29, 2013). Cleek Road was closed on December 10, 2012 and will remain closed until the project is completed.

The majority of the stormwater infrastructure for the entire project (except the Orebank Road area) has been completed. The installation of the sanitary sewer is also complete. The contractor has completed the undercutting and building up the new road subgrade on the section of the project from the end of Phase 1 to Reedy Creek. The stream relocation on the south side of Reedy Creek has been completed.

The drilling and blasting/grading of the rock ledges/slopes for the new road alignment going up the bluff (south side of Reedy Creek) will be complete by the end of this week. Drilling and blasting is currently focused on the area behind the existing white house – between the junction with the new road route and new connection with Orebank/Lamberth. The excess material from this blasting/grading is being installed on the northern shoulder of Orebank Road. Installation of the stormwater infrastructure is also ongoing on this northern shoulder.

The bridge foundation work on the south side of Reedy Creek is almost complete. The work on the north side is expected to begin next week.



**Looking South from Reedy Creek**

**Cleek Road Improvements  
Phase 2 (continued)**



**Approximately one third of way up bluff (between Reedy Creek & Orebank Road) Looking S. East**



**Approximately two thirds of way up bluff (between Reedy Creek & Orebank Road) - Looking North**

**Cleek Road Improvements  
Phase 2**

**Hank Clabaugh**

**May 13, 2013**



**Looking N. West from Lamberth St./Orebank Road intersection**

**Engineering Building  
Phase 1**

**David Mason**

**May 14, 2013**

Phase 1 Renovations consisted of structural repairs to the roof structure, a new roof, installation of the front windows and storefront, and the installation of HVAC units to condition the unfinished space. The contract completion date is May 10, 2013.

The Phase 1 renovations were substantially completed on May 10<sup>th</sup>. Items remaining were some final trim pieces for the aluminum storefront and the metal roof coping both of which were awaiting the delivery of some material. AEP has installed the electrical service and ATMOS has installed a gas service line. Application has been made for a gas meter which will allow for the gas heating units to be started up and tested.

**Fordtown Road Realignment**

**Michael Thompson**

**May 15, 2013**

Summers-Taylor, Inc. has completed the bridge piers, abutments, the setting of beams, metal bridge decking, the bridge overhang forms and near completion with the structural steel (rebar). The bridge deck concrete should be placed within the next two weeks. Existing Fordtown Road will remain closed throughout the project. The grading operations are 90% complete and have now restarted on the I-26 end of the project. Storm sewer work is near completion. Waterline work is 85% complete. The contract completion date is July 31, 2013. Funding for this project is 80% Federal Surface Transportation funds received through the Kingsport Metropolitan Transportation Planning Organization and 20% City of Kingsport funds. This project is being managed by TDOT but will be a local facility once construction is completed. This project provides a 3-lane roadway with sidewalks from Exit 56 to existing Fordtown Road at the I-26 Bridge over Fordtown Road.

**Sullivan/Clinchfield Intersection Improvements      Michael Thompson      May 17, 2013**

The start date was September 17, 2012. Initial work was the installation of underground utilities conduit by the contractor and this initial phase was completed November 12, 2012. The utility companies have completed work on installation of underground service lines and removing overhead service lines. The contractor restarted work on December 11, 2012 with the closure of Sullivan Street on each side of Clinchfield until project completion. Clinchfield will remain open to traffic throughout the project. Current contractual completion date is April 26, 2013, with a pending request for additional days related to undercutting of unsuitable soils within the roadbed. The intersection reopened on Thursday, May 9, 2013. Pavement markings and traffic signals are the remaining major items of work, along with minor (punch list) items. This project includes the widening of Sullivan Street to 3 lanes (10'-11'-10'), an 8' mobility path on the north side, 5' sidewalk on the south side, reconstruction and upgrade of the traffic signals at both Roller Street and Clinchfield Street and related improvements. Funding for this project is 100 local funds.

**Stormwater Utility - Martin Luther King Blvd.      Stephen Robbins      May 14, 2013**

Tipton Construction was awarded the contract to replace a section of damaged storm pipe. The contract was dated May 2 with work starting the following week. On May 15 the pipe work was completed with most of the work located on Eastman property. Cleanup and paving will follow this week with completion by May 24. This pipeline replacement will prevent future flooding problems within MLK Blvd. and the adjacent properties. Money for this project came from Stormwater Utility.

**Rock Springs Road Phase 2      Tim Elsea      May 14, 2013**

Thomas Construction is low bidder at 1,545,867.45. A preconstruction meeting was held on May 10th with a Notice to Proceed set for May 20th 2013. Utility relocation is still on going with AEP wrapping up and Charter Communications getting started. Centurylink will follow Charter with all relocations tentatively scheduled to be complete by early June. Construction of waterline and silt fence work will begin on May 20th with the road scheduled to close on or after May 27th. Substantial completion is November 15th 2013 and is defined as final asphalt topping on roadway, striped, and open to traffic. Final completion date is December 15th 2013.

Phase 2 consists of completing an improved Rock Springs Road (horizontal and vertical geometry, stormwater, pedestrian mobility and water line upgrades). Phase 2 will begin where Phase 1 ended and continue to the intersection of Cox Hollow Road where State Route 347 turns to the west. We are actively promoting TDOT to approve the section of Rock springs Road to the interstate.

**Wilcox Mobility Path      Tim Elsea      May 14, 2013**

Phase 1 was completed in July, 2012 at a cost of \$83,825.10. The limits of this project ranged from Martin Luther King Jr. Boulevard to Industry Drive.

Phase 2 is completed at a cost of \$230,725.00 to Summers-Taylor Inc. The limits of this project ranged from BP Gas Station to Meadowview Parkway.

Phase 3 is completed at a cost of \$64,249.59 to Tipton Construction. The limits of this project ranged from Sluice Bridge to BP Gas Station.

Phase 4 is complete with punchlist items being addressed. Thomas Construction is under contract for \$35,000. The limits of this project are the Riverport Road ramp intersection with Wilcox Drive.

Phase 5 design is 90% complete and will fill in the gap between Industry Drive and the Sluice Bridge. Work will include drainage components and placing of a 7-foot wide, 6-inch raised sidewalk on the northwestern shoulder of roadway along with both the Holston River and Sluice Bridges. TDOT has provided the necessary feedback to complete design. Mattern & Craig has signed the contract and will begin working on TDOT appropriate plans in the next couple weeks. This is necessary to use MTPO funds for construction of this phase.

**Konnarock/Truxton  
Waterline Upgrades**

**Chad Austin**

**May 15, 2013**

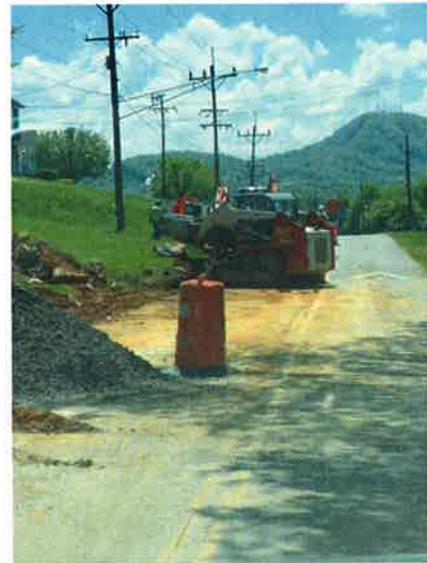
Contractor: Tipton Construction, Bristol, TN  
Contract Price: \$954,062 (10% below estimate)  
Schedule: April 1 through August 31

This project will replace approximately 6,000 ft of waterline along Warpath-Konnarock Roads and Truxton Rd with 12" Ductile Iron Pipe. The lines being replaced were originally installed in the 20's and 40's, the same vintage as "Old Faithful". We have had numerous breaks over the past few years which necessitated this project. These waterlines are included in the Master Plan for replacement.

All the main lines on Konnarock/Truxton are installed. They are currently installing connecting lines to side streets. Testing should take place by the end of the month. Work on Truxton is still progressing slowly because of the amount of rock present.



**Warpath looking at Ft Henry intersection**



**Truxton rock excavation**

**Leisure Services**

**Aquatic Center**

**Chris McCartt**

**May 14, 2013**

The Certificate of Occupancy for the Aquatic Center/YMCA building has been issued and the contractor is working through punch-list items. Preparations are underway for the grand opening ceremony scheduled for May 17th. The outdoor aquatic site is nearly complete with work remaining on the bridge over the lazy river and the deck showers and interior finishes in the pool house. All of the slides are now complete and operational. The lazy river painting is complete and is curing. The curing will be complete, and filling will take place, on May 16th. The Ribbon Cutting Ceremony has been set for Friday, May 17th at 11:30 a.m. (See pictures on pages 7 & 8.)

**Aquatic Center (continued)**



**Competition Pool. 4/30/13**



**Outdoor Aquatics. 4/10/13**



**Outdoor Play Structure and Slides. 4/30/13**



**Competition Pool with Mural in Progress. 4/30/13**



**Outdoor Pool House Entrance. 4/30/13**



**Lazy River and Slide Tower. 4/30/13**

***Parks and Recreation***

***Kitty Frazier***

***May 14, 2013***

***Allandale***

***Amphitheater project:*** Friends of Allandale continue with fund raising efforts. All the primary work has been completed on the Amphitheater. Additional work on the support dressing rooms will begin in the next few weeks.

***Legal***

***Risk Management***

***Terri Evans***

***May 14, 2013***

***Workers' Compensation Claims – April, 2013***

4/19/13 – Schools – Maintenance Worker was pushing a cart of books, rounded corner, strained calf muscle. 3 days restricted duty

4/23/13 – Schools – Cafeteria worker was outside school during emergency drill, tripped on uneven sidewalk, contusion hand/knee. 7 days lost time

***Budget Office***

***Financial Comments***

***Judy Smith***

***May 17, 2013***

Most of the General Fund revenues are still on target. Sales Tax Collections came in at \$17,600 below budget for March collections and \$23,100 below last year. The projection to the end of the year would be \$550,000 below budget. This is a little better than it has been for the last several months. We are still continuing to cut back as needed to finish the year and stay within the budget.



## **AGENDA**

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

#### **REGULAR BUSINESS MEETING**

**Tuesday, May 21, 2013**

**Council Room – 2<sup>nd</sup> Floor, City Hall**

**7:00 p.m.**

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

Mayor Dennis R. Phillips, Presiding

Alderman John Clark  
Alderman Valerie Joh  
Alderman Mike McIntire

Vice Mayor Tom C. Parham  
Alderman Tom Segelhorst  
Alderman Jantry Shupe

#### **City Administration**

John G. Campbell, City Manager  
J. Michael Billingsley, City Attorney  
James Demming, City Recorder

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

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

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

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

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

1. KKB – 2013 Beautification Awards – Robin Cleary

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

1. Regular Work Session 05/6/13
2. Regular Business Meeting 05/7/13
3. Budget Work Session 5/14/13
4. Budget Work Session 5/16/13

**VI. COMMUNITY INTEREST ITEMS****AA. 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. Consideration of a Resolution to Execute Addendum #1 and to Approve a Budget Ordinance in Order to Receive and Appropriate Additional Funds from the Area Agency on Aging Grant for 2012-2013 (AF: 121-2013)
  - Resolution
  - Ordinance – First Reading

**C. BUSINESS MATTERS REQUIRING FINAL ADOPTION**

1. Consideration of Ordinance to Amend Zoning of a Portion of One Parcel located at 800 Granby Road, Containing Hunter Wright Stadium (AF: 102-2013)
  - Ordinance – Second Reading & Final Adoption
2. Consideration of Ordinances to Annex/Amend Zoning of the Cherry Annexation (AF: 101-2013)
  - Ordinance – Second Reading & Final Adoption

**D. OTHER BUSINESS**

1. Consideration of a Resolution Awarding the Bid for the Purchase of Ultra Low Sulfur Diesel and B5 Biodiesel Fuel to RKA Petroleum Companies, Inc. (AF: 127-2013)
  - Resolution
2. Consideration of a Resolution Awarding the Bid for the Purchase of Unleaded Gasoline for Use by All City Departments and Schools to Petroleum Traders Corporation (AF: 126-2013)
  - Resolution
3. Consideration of a Resolution Awarding the Bid for the Purchase of 8.5" x 11", 20 Lb. Copier Paper to Janpak, Inc (AF: 125-2013)
  - Resolution
4. Consideration of a Resolution Awarding the Bid for the Purchase of Asphalt for Use by All City Departments to W-L Construction and Paving Co., Inc and Pavewell Paving Co., Inc (AF: 123-2013)
  - Resolution

5. Consideration of a Resolution Awarding the Bid for the Purchase of Crushed Stone for Use by All City Departments to Vulcan Construction Materials, LP and Aggregates USA, LLC (AF: 124-2013)
  - Resolution
6. Consideration of a Resolution to Authorize the Disposal of Permanent Records in Accordance with TCA 10-7-702 (AF: 128-2013)
  - Resolution
7. Consideration of a Resolution Authorizing the Mayor to Execute an Agreement with Bridgeall Libraries Limited (AF: 100-2013)
  - Resolution
8. Consideration of a Resolution Authorizing the Mayor to Execute an Annual Renewal of Public Library Maintenance of Effort Agreement and a Public Library Service Agreement with the Tennessee State Library and Archives for Services via Watauga Regional Library (AF: 92-2013)
  - Resolution
9. Consideration of a Resolution Authorizing the Mayor to Execute All Documents to Receive Federal Aviation Administration Grant Funding for Improvement Projects at the Tri-Cities Regional Airport (AF: 119-2013)
  - Resolution
10. Consideration of a Resolution Authorizing the Disposal of the Existing Recycling Bins (AF: 129-2013)
  - Resolution
11. Consideration of a Resolution Awarding the Bid for the Purchase of one (1) Utility Body Equipped Truck to Empire Ford, Inc (AF: 131-2013)
  - Resolution
12. Consideration of a Resolution Awarding the Bid for the Purchase of two (2) One Ton Stake Bed Trucks to Empire Ford, Inc. (AF: 132-2013)
  - Resolution
13. Consideration of A Resolution Authorizing the Superintendent of Schools to Sign all Applicable Documents Relating to HEAL Appalachia Community Grant Program Contract (AF: 118-2013)
  - Resolution
14. Consideration of a Resolution Ratifying the Mayor's Signature on all Documents Necessary and Proper to Enter Into an Agreement with The American Red Cross to provide Learn to Swim Classes, Lifeguard Training Classes, Water Safety Instructor Classes and CPR and First Aid classes at the Kingsport Aquatic Center (AF: 122-2013)
  - Resolution

15. Consideration of a Resolution Authorizing the Mayor to Sign an Agreement with the Tennessee Department of Transportation Authorizing the City to use State Right-of-Way to Install Landscaping Items as part of the Tennessee Roadscapes Beautification Project (AF: 134-2013)
  - Resolution
16. Consideration of a Resolution Awarding the Bid for the Purchase of three (3) Unmarked Police Sedans to Auto World of Big Stone Gap, Inc.(AF: 135-2013)
  - Resolution
17. Consideration of a Resolution Awarding the Bid for the Purchase of seven (7) Black & White Police Sedans to Auto World of Big Stone Gap, Inc. (AF: 136-2013)
  - Resolution
18. Consideration of a Resolution Authorizing the Mayor to Execute an Agreement with the LENOWISCO Planning District Commission on Behalf of the Kingsport Metropolitan Planning Organization for the Use of Funds Towards Continued Transportation Planning Activities in the MPO Area (AF: 133-2013)
  - Resolution

#### **E. APPOINTMENTS**

1. Consideration of Appointments and Reappointments to the Senior Center Advisory Council (AF: 117-2013)
  - Approve Appointments & Reappointments
2. Consideration of an Appointment and a Reappointment to the Historic Zoning Commission (AF: 138-2013)
  - Approve Appointment & Reappointment
3. Consideration of a Reappointment to the Gateway Review Commission (AF: 139-2013)
  - Approve Reappointment

#### **VII. CONSENT AGENDA**

1. Consideration of an Ordinance to Amend the FY 2013 General Purpose School Fund and General Project Fund Budgets (AF: 107-2013)
  - Ordinance – Second Reading & Final Adoption
2. Consideration of an Ordinance to Amend the FY 2013 Schools Federal Projects Fund Budget (AF: 108-2013)
  - Ordinance – Second Reading & Final Adoption
3. Consideration of an Ordinance to Amend the FY 2013 Schools Special Projects Fund Budget (AF: 109-2013)
  - Ordinance – Second Reading & Final Adoption

4. Consideration of an Ordinance to Amend Various Project Funds (AF: 106-2013)
  - Ordinance – Second Reading & Final Adoption
5. Consideration of an Offer to Purchase Both Properties on Roller Street (AF: 113-2013)
  - Approve Offer

**COMMUNICATIONS**

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

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

**IX. ADJOURN**

Minutes of the Regular Work Session of the  
Board of Mayor and Aldermen, City of Kingsport, Tennessee  
Monday, May 6, 2013, 3:30 PM  
Council Room – City Hall

PRESENT: Board of Mayor and Aldermen

Mayor Dennis Phillips

Alderman John Clark

Alderman Valerie Joh

Alderman Mike McIntire

Vice-Mayor Tom C. Parham

Alderman Tom Segelhorst

Alderman Jantry Shupe

*(arrived after roll call)*

City Administration

John G. Campbell, City Manager

J. Michael Billingsley, City Attorney

James H. Demming, City Recorder

1. **CALL TO ORDER:** 3:35 p.m. by Mayor Phillips.
2. **ROLL CALL:** By Deputy City Recorder Marshall.
3. **SCHOOL'S BUDGET PRESENTATION.** Superintendent Dr. Lyle Ailshie discussed the budget process as well as the goals and metrics taken into consideration, noting they have been scaled back. He also gave details on the targets that are addressed to build on a framework for success. Director of Finance for the schools David Frye presented information on revenue assumptions and expenditures for the upcoming fiscal year and answered questions from the Board. Discussion ensued.

**Note:** Work Session tickler items included the opening of the Aquatic Center. Assistant to the City Manager Chris McCartt gave details on the membership status and the current media campaign. Some discussion ensued. Mayor Phillips also noted there was supposed to be a discussion on annexation, but it has been cancelled in light of the one year moratorium established by the state. Alderman Joh also commented on a letter from Mr. Russ Hickman regarding the future plans for Legion Pool. Mr. McCartt responded on this issue.

4. **REVIEW OF AGENDA ITEMS ON THE MAY 7, 2013 REGULAR BUSINESS MEETING AGENDA.** City Manager Campbell, members of staff and community members provided 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: *(Note: Item VII.3 was addressed first and the regular agenda followed in order thereafter.)*

**VI.AA.1 Public Hearing and Consideration of Ordinances to Amend Zoning of a Portion of One Parcel Located at 800 Granby Road, Containing Hunter Wright Stadium (AF: 102-2013).** City Planner Ken Weems stated the purpose of this rezoning was to bring a sports stadium and concert venue with concession sales into compliance which would allow them to apply for a beverage permit.

**Minutes of the Regular Work Session of the Board of Mayor and Aldermen of Kingsport, Tennessee, Monday, May 6, 2013**

**VI.D.2 Consideration of a Resolution Authorizing the Execution of Amendment 3 to the Safe Routes to School Contract No. 090056 with the State of Tennessee Department of Transportation Extending the Project Completion Deadline and Authorizing the Mayor to Sign All Applicable Documents (AF: 103-2013).** Assistant Public Works Director Michael Thompson provided details on this item.

**VI.D.3 Consideration of a Resolution Awarding the Proposal for Concession Food Service Distributor for the Kingsport Aquatic Center to The H.T. Hackney Company and B.K.T., Inc. (AF: 116-2013).** Assistant to the City Manager Chris McCartt presented this item, noting there were three vendors that submitted a bid.

**VI.D.9 Consideration of a Resolution Authorizing the Mayor to Accept a Donation of Resurfacing the Borden Park Tennis Courts from the Mountain Empire Tennis Association (AF: 120-2013).** Assistant to the City Manager Chris McCartt presented details on this item, stating this donation of \$20,000 is part of an effort to build tennis in the community. He pointed out that META is bringing a tournament to Kingsport later in the year and would benefit from this project.

**VII.3 Consideration of Offers for the Purchase of Real Property Owned by the City on Roller Street and Arch Street (AF: 113-2013).** Mayor Phillips confirmed his son James Phillips has always had an interest in this property and he can't legally keep him from purchasing it. Alderman Joh recused herself from the conversation because of a conflict of interest of a Blue Ridge Properties agent as a potential buyer for the property. Alderman Shupe stated he understood the parking lot on Roller Street would be an option for use by Food City from the very beginning. When the mayor asked, no one else was under this impression. Mr. Shupe pointed out there were three board members at that time who are no longer serving on the board. Mr. Shupe also stated Food City thought they had purchased this property at the auction and other BMA members agreed. City Attorney Billingsley clarified that at the time of the auction, it was announced that a higher bid could be submitted after the auction for consideration by the board. He clarified the bid from Press Commons was the high bid at the auction and the bid from Mr. Moody and Blue Ridge was submitted after.

Vice-Mayor Parham repeated his statement made on April 2, 2013 that the city was moving too rapidly on this item, noting there was a strong responsibility to go back and check with the developer for use of this property. He stated the city should accept the first bid, pointing out that an auction is an auction, not a continuing process. Attorney Lou Scudere, manager for Press Commons, gave details on the development process and the concern with reaching the point of diminished returns. Mr. Billingsley clarified the auction was not absolute, and just an offer to purchase. The decision is up to the Board and all of the information is in the agenda packet. The Vice-Mayor commented the decision should be based on the need and suggested supporting the growth of the developer. Mayor Phillips pointed out the difference of a parking lot versus a building with housing. Alderman Shupe noted if ETSU moved into the facility they would require over 100 parking spaces.

**Minutes of the Regular Work Session of the Board of Mayor and Aldermen of Kingsport, Tennessee, Monday, May 6, 2013**

Considerable discussion ensued. Mr. James Phillips addressed the board and gave details on the plans he has for the property. He stated he would like to build 28 to 36 apartments and a dog park, noting he has done everything that has been asked. Vice-Mayor Parham stressed the importance of flexibility in need, noting this is a dynamic process with unknowns and this situation is different than two months ago. Alderman Segelhorst suggested rejecting both bids due to the confusion from the beginning of this process and start over. At the suggestion of the city attorney, Mayor Phillips stated tomorrow night the board would consider the offer from Food City first before moving forward in any direction. He also recommended rescinding the surplus status of the property and leasing it to Food City until they know if there is a need for it.

**BOARD COMMENT.** None.

**PUBLIC COMMENT.** Ms. Mary McNabb and Ms. Barbara Brown commented on the Roller Street property.

**8. ADJOURN.** Seeing no other matters presented for discussion at this work session, Mayor Phillips adjourned the meeting at 6:30 p.m.

---

ANGELA MARSHALL  
Deputy City Recorder

---

DENNIS R. PHILLIPS  
Mayor

Minutes of the Regular Business Meeting of the  
Board of Mayor and Aldermen of the City of Kingsport, Tennessee  
Tuesday, May 7, 2013, 7:00 PM  
Large Court Room – City Hall

PRESENT:

Board of Mayor and Aldermen

Mayor Dennis R. Phillips, Presiding  
Alderman John Clark  
Alderman Valerie Joh  
Alderman Mike McIntire

Vice-Mayor Tom C. Parham  
Alderman Tom Segelhorst

City Administration

John G. Campbell, City Manager  
J. Michael Billingsley, City Attorney  
James H. Demming, City Recorder

- I. **CALL TO ORDER:** 7:00 p.m., by Mayor Dennis R. Phillips.
- II.A. **PLEDGE OF ALLEGIANCE TO THE FLAG:** Boy Scout Troop 250.
- II.B. **INVOCATION:** Jack Edwards, Retired Minister – United Methodist Church
- III. **ROLL CALL:** By City Recorder Demming. Absent: Alderman Jantry Shupe.
- IV. **RECOGNITIONS AND PRESENTATIONS.** None.
- V. **APPROVAL OF MINUTES.**

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

- A. April 15, 2013 Regular Work Session
- B. April 16, 2013 Regular Business Meeting

Approved: All present voting “aye.”

VI. **COMMUNITY INTEREST ITEMS.**

AA. **PUBLIC HEARINGS.**

1. **Public Hearing and Consideration of Ordinances to Amend Zoning of a Portion of One Parcel Located at 800 Granby Road, Containing Hunter Wright Stadium (AF: 102-2013).** Planner Ken Weems gave a brief presentation on this item, noting this city-initiated rezoning would bring the stadium into compliance to sell concessions.

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

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, May 7, 2013**

Motion/Second: Segelhorst/McIntire, to pass:

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO ZONE PROPERTY ALONG GRANBY ROAD TO B-3, HIGHWAY ORIENTED BUSINESS DISTRICT IN THE 12<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. Public Hearing and Consideration of Ordinances to Annex/Amend the Zoning of the Cherry Annexation and Consideration of a Resolution Adopting the Plan of Services (AF: 101-2013).** Planner Corey Shepherd gave a presentation on this item and answered questions from the board.

**PUBLIC COMMENT ON ITEM VI.AA.2.** None.

Motion/Second: McIntire/Joh, to pass:

AN ORDINANCE TO ANNEX THAT CERTAIN TERRITORY ADJOINING THE PRESENT CORPORATE BOUNDARIES OF THE CITY OF KINGSPORT, EMBRACING THAT CERTAIN PART OF THE 14<sup>TH</sup> CIVIL DISTRICT OF SULLIVAN COUNTY, TENNESSEE, AND KNOWN AS THE CHERRY 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 ORDINANCE

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

Motion/Second: McIntire/Joh, to pass:

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO ZONE PROPERTY ALONG FORT HENRY DRIVE TO B-3, HIGHWAY ORIENTED BUSINESS DISTRICT IN THE 14<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."

Motion/Second: McIntire/Joh, to pass:

**Resolution No. 2013-163,** A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE CHERRY ANNEXATION OF THE CITY OF KINGSPORT, TENNESSEE

Passed: All present voting "aye."

**3. Public Hearing and Consideration of the 2013 Annual Action Plan for Community Development and Consideration of a Resolution Authorizing the Mayor to Execute All Documents Necessary to Apply for and Receive Fiscal Year 13/14 Community Development Block Grant (CDBG) Funds (AF: 112-2013).** Community Development Manager Mark Haga stated the allocation for the upcoming year has not been determined, noting the figures presented are based on the current plan. He pointed out that certain national objectives must be met.

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, May 7, 2013**

**PUBLIC COMMENT ON ITEM VI.AA.3. None.**

Motion/Second: McIntire/Clark, to pass:

**Resolution No. 2013-164, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO RECEIVE COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING, FOR FISCAL YEAR 2014, FROM THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

Passed: All present voting "aye."

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

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

**1. Consideration of an Ordinance to Amend the FY13 General Purpose School Fund and General Project Fund Budgets (AF: 107-2013).** City Manager Campbell noted revenues were down so adjustments had to be made accordingly.

Motion/Second: Segelhorst/Parham, to pass:

**AN ORDINANCE TO AMEND THE FY 2012-13 GENERAL PURPOSE SCHOOL FUND AND GENERAL PROJECT FUND BUDGETS; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE**

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

**2. Consideration of an Ordinance to Amend the FY13 Schools Federal Projects Fund Budget (AF: 108-2013).**

Motion/Second: Parham/McIntire, to pass:

**AN ORDINANCE TO AMEND THE FY 2013 SCHOOL FEDERAL GRANT PROJECTS FUND BUDGET; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE**

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

**3. Consideration of an Ordinance to Amend the FY13 Schools Special Projects Fund Budget (AF: 109-2013).**

Motion/Second: Joh/Clark, to pass:

**AN ORDINANCE TO AMEND THE FY 2013 SCHOOL SPECIAL PROJECTS FUND BUDGET; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE**

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

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, May 7, 2013**

**4. Consideration of an Ordinance to Amend Various Project Funds** (AF: 106-2013). Mayor Phillips questioned where the money comes from for these transfers. City Manager Campbell stated there was a development account and other projects from a recent bond issue. Budget Director Judy Smith provided further details. Public Works Director Ryan McReynolds added the account can be tracked and must therefore be specific.

Motion/Second: Parham/McIntire, to pass:

AN ORDINANCE TO AMEND THE GENERAL FUND, GENERAL PROJECT, GENERAL PROJECT-SPECIAL REVENUE, MEADOWVIEW PROJECT, CATTAILS PROJECT, WATER AND SEWER PROJECT FUNDS FOR THE FISCAL YEAR ENDING JUNE 30, 2013; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE  
Passed on first reading: All present voting "aye."

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

**1. Consideration of an Ordinance to Amend the Code of Ordinances, Article IV, Signs, Section 114-569(13) for the City of Kingsport** (AF: 86-2013).

Motion/Second: McIntire/Joh, to pass:

**ORDINANCE NO. 6305**, AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, ARTICLE IV. SIGNS, SECTION 114-569(13); AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**2. Consideration of an Ordinance to Amend the Code of Ordinances, Article I. In General, Section 114-1. Definitions for the City of Kingsport** (AF: 87-2013).

Motion/Second: McIntire/Joh, to pass:

**ORDINANCE NO. 6306**, AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, ARTICLE I. IN GENERAL, SECTION 114-1; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**3. Consideration of Ordinances to Annex/Amend Zoning of the Shadyside Drive Annexation** (AF: 88-2013). Mayor Phillips commented he had received a call from citizen who did not purchase a house in Hidden Acres due to septic issues. City Manager Campbell stated that under the current plan of services, the sewer is scheduled to be finished in October of next year. Discussion ensued highlighting the benefits of sewer installation to home owners as a result of annexation.

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, May 7, 2013**

Motion/Second: McIntire/Joh, to pass:

**ORDINANCE NO. 6307**, AN ORDINANCE TO ANNEX THAT CERTAIN TERRITORY ADJOINING THE PRESENT CORPORATE BOUNDARIES OF THE CITY OF KINGSFORT, EMBRACING THAT CERTAIN PART OF THE 13<sup>TH</sup> CIVIL DISTRICT OF SULLIVAN COUNTY, TENNESSEE, AND KNOWN AS THE SHADYSIDE DRIVE ANNEXATION, AS HEREINAFTER DESCRIBED; TO INCORPORATE THE SAME WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF KINGSFORT, TENNESSEE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

Motion/Second: McIntire/Joh, to pass:

**ORDINANCE NO. 6308**, AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO ZONE PROPERTY ALONG SHADYSIDE DRIVE TO R-1B, RESIDENTIAL DISTRICT IN THE 13<sup>TH</sup> CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**D. OTHER BUSINESS.**

**1. Consideration of a Resolution Authorizing the Superintendent of Schools or Their Designee to Sign All Applicable Documents Relating to Tax Deductions as Requested by Energy Systems Group (ESG) Referencing the Guaranteed Energy Savings Performance Contract to Provide Energy Savings Improvements to Kingsport City Schools Facilities (AF: 110-2013).**

Motion/Second: Parham/Clark, to pass:

**Resolution No. 2013-165**, A RESOLUTION AUTHORIZING THE SUPERINTENDENT OF SCHOOLS, OR DESIGNEE, TO EXECUTE APPENDIX 1: GOVERNMENT BUILDING PRIMARY DESIGNER ACKNOWLEDGEMENT AND ALL DOCUMENTS NECESSARY AND PROPER RELATING TO TAX DEDUCTIONS AS REQUESTED BY ENERGY SYSTEMS GROUP

Passed: All present voting "aye."

**2. Consideration of a Resolution Authorizing the Execution of Amendment 3 to the Safe Routes to School Contract No. 090056 with the State of Tennessee Department of Transportation Extending the Project Completion Deadline and Authorizing the Mayor to Sign All Applicable Documents (AF: 103-2013).**

Motion/Second: Parham/Clark, to pass:

**Resolution No. 2013-166**, A RESOLUTION APPROVING AMENDMENT NUMBER 3 TO THE SAFE ROUTES TO SCHOOL CONTRACT NO. 090056 WITH THE STATE OF

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, May 7, 2013**

TENNESSEE DEPARTMENT OF TRANSPORTATION EXTENDING THE COMPLETION DEADLINE AND 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."

**3. Consideration of a Resolution Awarding the Proposal for Concession Food Service Distributor for the Kingsport Aquatic Center to The H.T. Hackney Company and B.K.T., Inc. (AF: 116-2013).**

Motion/Second: Joh/Clark, to pass:

**Resolution No. 2013-167**, A RESOLUTION AWARDING THE PROPOSAL FOR CONCESSION FOOD SERVICE DISTRIBUTOR FOR THE KINGSFORT AQUATIC CENTER TO THE H.T. HACKNEY COMPANY AND B.K.T., INC.; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENTS AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

**4. Consideration of a Resolution Authorizing the Mayor to Execute a Release Agreement for Rexnord Industries and Gregory L. McGinnis (AF: 105-2013).**

Motion/Second: Joh/Clark, to pass:

**Resolution No. 2013-168**, A RESOLUTION APPROVING A RELEASE OF CLAIMS; AUTHORIZING THE MAYOR TO SIGN THE SAME AND ANY AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE RELEASE

Passed: All present voting "aye."

**5. Consideration of a Resolution Approving Two Agreements with the Airport Authority (AF: 114-2013).**

Motion/Second: Segelhorst/Parham, to pass:

**Resolution No. 2013-169**, A RESOLUTION APPROVING TWO AGREEMENTS WITH THE TRI-CITIES AIRPORT AUTHORITY, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENTS AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENTS

Passed: All present voting "aye."

**6. Consideration of a Resolution to Authorize the Mayor to Sign All Documents Necessary to Apply for and Receive a DOJ – Office of Justice Programs/Bureau of Justice Assistance Bulletproof Vest Partnership (BVP) Reimbursement Grant (AF: 115-2013).** Deputy Chief Quillin confirmed for Alderman Segelhorst that department policy requires officers to wear bullet proof vests.

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, May 7, 2013**

Motion/Second: Joh/Segelhorst, to pass:

**Resolution No. 2013-170**, A RESOLUTION APPROVING AN APPLICATION FOR AND RECEIPT OF A UNITED STATES DEPARTMENT OF JUSTICE BUREAU OF JUSTICE ASSISTANCE BULLET PROOF VEST (BPV) REIMBURSEMENT GRANT AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER FOR SUCH APPLICATION AND RECEIPT OF GRANT FUNDS

Passed: All present voting "aye."

**7. Consideration of a Resolution to Authorize the Mayor to Sign All Documents Necessary to Apply for and Receive a Law Enforcement Agency Traffic Services Safety Grant from the Tennessee Department of Transportation, Governors Highway Safety Office (AF: 111-2013).**

Motion/Second: Parham/Clark, to pass:

**Resolution No. 2013-171**, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A LAW ENFORCEMENT AGENCY TRAFFIC SERVICES SAFETY GRANT FROM THE TENNESSEE DEPARTMENT OF TRANSPORTATION GOVERNOR'S HIGHWAY SAFETY OFFICE

Passed: All present voting "aye."

**8. Consideration of a Resolution Authorizing the Execution of the Locally Managed Safe Routes to School Agreement Related to Non-Infrastructure Items with the State of Tennessee Department of Transportation Authorizing the Mayor to Sign All Applicable Documents (AF: 104-2013).**

Motion/Second: Segelhorst/Clark, to pass:

**Resolution No. 2013-172**, A RESOLUTION APPROVING AN AGREEMENT WITH THE STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION FOR THE LOCALLY MANAGED SAFE ROUTES TO SCHOOL NON-INFRASTRUCTURE ITEMS AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

**9. Consideration of a Resolution Authorizing the Mayor to Accept a Donation of Resurfacing the Borden Park Tennis Courts from the Mountain Empire Tennis Association (AF: 120-2013).**

Motion/Second: Joh/McIntire, to pass:

**Resolution No. 2013-173**, A RESOLUTION ACCEPTING A DONATION OF RESURFACING THE TENNIS COURTS AT BORDEN PARK FROM THE MOUNTAIN EMPIRE TENNIS ASSOCIATION

Passed: All present voting "aye."

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, May 7, 2013**

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

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

Alderman Joh made a motion, seconded by Alderman McIntire to pull the third item from the consent agenda and defer it until the next meeting. All present voting "aye."

Motion/Second: Segelhorst/Parham, to adopt:

**1. Consideration of an Ordinance to Appropriate Funds to the  
Edinburgh Phase 2 Section 2F Development (AF: 98-2013).**

Adopt:

**Ordinance No. 6304, AN ORDINANCE TO AMEND THE WATER AND SEWER  
PROJECT FUNDS BY DECREASING FUNDS TRANSFERRED TO THE EDINBURGH  
PHASE 2 SECTION 2F MATERIALS AGREEMENT PROJECTS (WA1378 AND  
SW1378); AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE**

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

**2. Consideration of a Budget Ordinance Appropriating Available  
Funds to GP1304 & WA1304 (AF: 76-2013).**

Adopt:

**Ordinance No. 6309, AN ORDINANCE TO AMEND THE GENERAL PROJECT  
FUND BUDGETS AND THE WATER PROJECT FUND BUDGET BY TRANSFERRING  
FUNDS FOR THE ROCK SPRINGS IMPROVEMENTS PHASE II FOR THE FISCAL  
YEAR ENDING JUNE 30, 2013; AND TO FIX THE EFFECTIVE DATE OF THIS  
ORDINANCE**

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

**3. ~~Consideration of Offers for the Purchase of Real Property Owned by the  
City on Roller Street and Arch Street (AF: 113-2013).~~ This agenda item was deferred  
to the next regular BMA Meeting.**

**VIII. COMMUNICATIONS.**

**A. CITY MANAGER.** Mr. Campbell asked Chris McCartt to give details on the Aquatic Center grand opening next Friday. Mayor Phillips commented on a discrepancy over the bonds. Mr. McCartt confirmed this project was not funded with property tax or sales tax. Public Works Director Ryan McReynolds pointed out every division of Public Works went the first four months of this year without injuries. He also gave an update on the recycling program.

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, May 7, 2013**

**B. MAYOR AND BOARD MEMBERS.** Alderman McIntire commented on the good reports depicted in the annual reviews from the police department and the fire department. Alderman Joh noted the upcoming retirement of Police Chief Gale Osborne. She also stated the last fundraiser for the carousel project is scheduled to roll out in June. Alderman Segelhorst Public Works on their improved safety and thanked the boy scouts and high school students in attendance. Alderman Clark commented on the Mayor's Prayer Breakfast and the Volunteer Appreciation Breakfast, noting these events were an inspiration to be involved with community service. Vice-Mayor Parham commented favorably on staff and also recognized Alderman Segelhorst's leadership with the safety program. Mayor Phillips commented on the downtown clean-up scheduled for Saturday as well as the Racks by the Tracks event featuring a concert by Diamond Rio.

**C. VISITORS.** Mr. Glenn O'Neill commented on junk cars. Deputy Chief Quillin stated he would talk to code enforcement. Mr. Danny Karst commented favorable on city staff.

**IX. ADJOURN.** Seeing no other business for consideration at this meeting, Mayor Phillips adjourned the meeting at 8:40 p.m.

---

ANGELA MARSHALL  
Deputy City Recorder

---

DENNIS R. PHILLIPS  
Mayor

Minutes of the Special Called Work Session of the  
Board of Mayor and Aldermen, City of Kingsport, Tennessee  
Tuesday, May 14, 2013, 3:00 PM  
Council Room – City Hall

PRESENT: Board of Mayor and Aldermen

Mayor Dennis Phillips  
Alderman Valerie Joh  
Alderman Mike McIntire

Vice-Mayor Tom C. Parham  
Alderman Jantry Shupe  
*(arrived after roll call)*

City Administration

John G. Campbell, City Manager  
J. Michael Billingsley, City Attorney  
James H. Demming, City Recorder

1. **CALL TO ORDER:** 3:00 p.m. by Mayor Phillips.
2. **ROLL CALL:** By Deputy City Recorder Marshall. Absent: Alderman John Clark and Alderman Tom Segelhorst.
3. **DISCUSSION OF FY13-14 BUDGET.** City Manager Campbell gave a presentation on the upcoming budget, discussing revenues and expenditures. Mr. Campbell noted issues such as no property tax increase and a loss of revenue due to this year being a reappraisal year. There was considerable discussion on the new positions being proposed as well as the funding allocated to repave roads. Mr. Campbell and other staff members answered questions from Board members. Public Works Director Ryan McReynolds also presented an overview of the water budget. The next budget work session is scheduled for Thursday at 4:00 p.m. and the board asked the city manager to present options in light of the discussion today. Alderman McIntire would also like an update on the CIP on Thursday.
4. **ADJOURN.** Seeing no other matters presented for discussion at this work session, Mayor Phillips adjourned the meeting at 5:50 p.m.

---

ANGELA MARSHALL  
Deputy City Recorder

---

DENNIS R. PHILLIPS  
Mayor

Minutes of the Special Called Work Session of the  
Board of Mayor and Aldermen, City of Kingsport, Tennessee  
Thursday, May 16, 2013, 4:00 PM  
Council Room – City Hall

PRESENT: Board of Mayor and Aldermen

Mayor Dennis Phillips  
Alderman John Clark  
Alderman Valerie Joh  
Alderman Mike McIntire

Vice-Mayor Tom C. Parham  
Alderman Tom Segelhorst

City Administration

John G. Campbell, City Manager  
J. Michael Billingsley, City Attorney  
James H. Demming, City Recorder

1. **CALL TO ORDER:** 4:00 p.m. by Mayor Phillips.
2. **ROLL CALL:** By Deputy City Recorder Marshall. Absent: Alderman Jantry Shupe.
3. **DISCUSSION OF FY13-14 BUDGET.** After an invocation by Alderman McIntire, City Manager Campbell gave a follow-up presentation on the budget, addressing concerns raised at the work session this past Tuesday. Mr. Campbell provided additional information regarding possible options that would address the shortfall expected from taxes. He gave details on where cuts could be made and various possible alternatives for some of these cuts. He also informed the board of several new possible revenue sources. Discussion ensued. Mayor Phillips asked the board members to think about these options over the weekend and requested the regular work session next Monday begin at 3:30 p.m. rather than 4:30 p.m. to allow for time to finish this discussion and provide guidance to staff.
4. **ADJOURN.** Seeing no other matters presented for discussion at this work session, Mayor Phillips adjourned the meeting at 6:20 p.m.

---

ANGELA MARSHALL  
Deputy City Recorder

---

DENNIS R. PHILLIPS  
Mayor



**AGENDA ACTION FORM**

**Consideration of a Resolution to Execute Addendum #1 and to Approve a Budget Ordinance in Order to Receive and Appropriate Additional Funds from the Area Agency on Aging Grant for 2012-2013**

To: Board of Mayor and Aldermen  
 From: John G. Campbell, City Manager 

Action Form No.:	AF- 121-2013	Final Adoption:	June 4, 2013
Work Session:	May 20, 2013	Staff Work By:	Shirley Buchanan
First Reading:	May 21, 2013	Presentation By:	Chris McCart

---

**Recommendation:** Approve the Resolution and Ordinance

**Executive Summary:** Additional funding in the amount of \$1500 has become available through the Area Agency on Aging Grant to be used on "Evidence Based Dakim Brain Fitness Program". This will be the first Brain Fitness program offered at the Kingsport Senior Center. It is a computer based program that evolves with each member as they use the system. This funding does not require a local match.

**Attachments:**

1. Resolution
2. Ordinance

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

	<u>Y</u>	<u>N</u>	<u>O</u>
Clark	—	—	—
Joh	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Shupe	—	—	—
Phillips	—	—	—

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

A RESOLUTION APPROVING ADDENDUM #1 TO THE AREA AGENCY ON AGING GRANT AND AUTHORIZING THE MAYOR TO EXECUTE THE ADDENDUM, AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE ADDENDUM

WHEREAS, approval for the application and receipt of funds from the Area Agency on Aging and Disability grant for fiscal year 2013-2014 was approved by the board on March 5, 2013; and

WHEREAS, additional funding of up to \$1,500.00 has become available through the grant to be used on the Evidence Based Dakim Brain Fitness Program, which is a computer based program that evolves with each member as they use the system; and

WHEREAS, there are no matching funds required for Addendum #1;

Now therefore,

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

SECTION I. That Addendum #1 to the agreement with Area Agency on Aging and Disability grant is approved

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, Addendum #1 to the agreement with Area Agency on Aging and Disability grant for fiscal year 2013-2014, and all other documents necessary and proper to effectuate the purpose of the agreement or this resolution, said Addendum being generally as follows:

**ADDENDUM # 1**

- I. This **ADDENDUM # 1** to the Grant Contract for the period ending June 30, 2013 is being made and entered into by and between the **FIRST TENNESSEE DEVELOPMENT DISTRICT**, hereinafter referred to as **Grantor**, and the **CITY OF KINGSFORT FOR KINGSFORT SENIOR CENTER**, hereinafter referred to as **Grantee**, on this 1st day of April, 2013.
- II. The purpose of ADDENDUM # 1 is to (a) **add** \$1,500 of Title III-D funds payable by the Grantor under this contract for Evidence Based Dakim Brain Fitness program costs and (b) **increase** the total amount of the original Grant Contract amount.
- III. Liability of the Grantor - In no event shall the Maximum liability of the Grantor under this Grant Contract exceed the following amounts:

<b>(a)</b>	<b>State Senior Center</b>	<b>Center Operations</b>	<b>20,000</b>
<b>(b)</b>	<b>III-B</b>	<b>Transportation</b>	<b>12,000</b>

<b>(c)</b>	<b>III-B</b>	<b>Health Promotion</b>	<b>1,500</b>
<b>(d)</b>	<b>III-D</b>	<b>Evidence Based</b>	<b>1,500</b>
		<b>Total Grant Contract Amount</b>	<b>35,000</b>

IV. All other Terms and Conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have caused this ADDENDUM # 1 to be executed by their duly authorized signatures.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 21st day of May, 2013.

\_\_\_\_\_  
DENNIS R. PHILLIPS, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

**PRE-FILED  
CITY RECORDER**

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

AN ORDINANCE TO AMEND THE GENERAL FUND BUDGET BY APPROPRIATING FUNDS RECEIVED FROM THE AREA AGENCY ON AGING GRANT FOR THE YEAR ENDING JUNE 30, 2013; 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 budget be amended by appropriating grant funds received from the Area Agency on Aging Grant in the amount of \$1,500 for the Dakim Brain Fitness Program in the Senior Center 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>Revenues:</b>			
110-0000-332-7100 Area Agency on Aging	33,500	1,500	35,000
<b>Totals:</b>	<b>33,500</b>	<b>1,500</b>	<b>35,000</b>
<b>Expenditures:</b>			
110-4520-472-3020 Operating Supplies & Tools	\$ 16,350	\$ 1,500	\$ 17,850
<b>Totals:</b>	<b>16,350</b>	<b>1,500</b>	<b>17,850</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.

\_\_\_\_\_  
DENNIS R. PHILLIPS, Mayor

ATTEST:

APPROVED AS TO FORM:

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

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

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

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



AGENDA ACTION FORM

Consideration of Ordinance to Amend Zoning of a Portion of One Parcel located at 800 Granby Road, Containing Hunter Wright Stadium

TO: Board of Mayor and Aldermen
FROM: John G. Campbell, City Manager

Action Form No.: AF: 102-2013
Work Session: May 6, 2013
First Reading: May 7, 2013
Final Adoption: May 21, 2013
Staff Work By: Ken Weems
Presentation By: Ken Weems

Recommendation:

- Approve ordinance amending the zoning ordinance to rezone a portion of one parcel from R-3, Low Density Apartment District to B-3, Highway Oriented Business District.

Executive Summary:

This is a City-initiated request is to rezone approximately 17 acres located at 800 Granby Road from R-3 to B-3. The rezoning area contains Hunter Wright Stadium and is owned by the City of Kingsport. The rezoning will bring the current use of the property as a sports stadium and concert venue with concession sales into compliance with the City's zoning code via appropriate zoning. During their April 2013 regular meeting, the Kingsport Regional Planning Commission voted 5-1 to send a favorable recommendation for the rezoning to the Board of Mayor and Aldermen. The Notice of Public Hearing was published on April 22, 2013.

Attachments:

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

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

Table with 3 columns: Y, N, O and rows for Clark, Joh, McIntire, Parham, Segelhorst, Shupe, Phillips.



AGENDA ACTION FORM

Public Hearing and Consideration of Ordinance to Amend Zoning of a Portion of One Parcel located at 800 Granby Road, Containing Hunter Wright Stadium

TO: Board of Mayor and Aldermen
FROM: John G. Campbell, City Manager

Action Form No.: AF: 102-2013
Work Session: May 6, 2013
First Reading: May 7, 2013
Final Adoption: May 21, 2013
Staff Work By: Ken Weems
Presentation By: Ken Weems

Recommendation:

- Hold public hearing
• Approve ordinance amending the zoning ordinance to rezone a portion of one parcel from R-3, Low Density Apartment District to B-3, Highway Oriented Business District.

Executive Summary:

This is a City-initiated request is to rezone approximately 17 acres located at 800 Granby Road from R-3 to B-3. The rezoning area contains Hunter Wright Stadium and is owned by the City of Kingsport. The rezoning will bring the current use of the property as a sports stadium and concert venue with concession sales into compliance with the City's zoning code via appropriate zoning. During their April 2013 regular meeting, the Kingsport Regional Planning Commission voted 5-1 to send a favorable recommendation for the rezoning to the Board of Mayor and Aldermen. The Notice of Public Hearing was published on April 22, 2013.

Attachments:

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

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

Table with 3 columns: Y, N, O and rows for Clark, Joh, McIntire, Parham, Segelhorst, Shupe, Phillips.

## **NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN to all citizens of the City of Kingsport, Tennessee, to all persons interested, and the public at large that the City of Kingsport Board of Mayor and Aldermen will conduct a Public Hearing during its regular business meeting on May 7, 2012 to consider the rezoning for a portion of parcel 1 on tax map 45B located along Granby Road from R-3 District to B-3 District. The regular business meeting will begin at 7:00 p.m. in the large courtroom located on the second floor of City Hall, at 225 W. Center Street, Kingsport, Tennessee.

The property proposed for rezoning is generally described as follows:

BEGINNING at a point, said point being the northern corner of parcel 1, Tax Map 290; thence in a southerly direction, following the western right-of-way of Granby Road, approximately 1,148 feet to a point, said point lying on the boundary of parcel 1 in common with the western right-of-way of Granby Road; thence in a northwesterly direction, approximately 807 feet to a point, said point lying inside parcel 1; thence in a northerly direction, approximately 326 feet to a point, said point lying on the northern boundary of parcel 1 in common with the southern boundary of parcel 32; thence in a northeasterly direction, approximately 1,123 feet to the point of BEGINNING, and being a portion of parcel 1, Tax Maps 290 and 45B as shown on the March 2011 Sullivan County Tax Maps.

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

CITY OF KINGSPORT  
Angie Marshall, Deputy City Clerk  
PIT: 4/22/13

**PRE-FILED  
CITY RECORDER**

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

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO ZONE PROPERTY ALONG GRANBY ROAD TO B-3, HIGHWAY ORIENTED BUSINESS DISTRICT IN THE 12<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 along Granby Road to B-3, Highway Oriented Business District, in the 12<sup>th</sup> Civil District of Sullivan County; said property to be rezoned being further and more particularly described as follows:

BEGINNING at a point, said point being the northern corner of parcel 1, Tax Map 29O; thence in a southerly direction, following the western right-of-way of Granby Road, approximately 1,148 feet to a point, said point lying on the boundary of parcel 1 in common with the western right-of-way of Granby Road; thence in a northwesterly direction, approximately 807 feet to a point, said point lying inside parcel 1; thence in a northerly direction, approximately 326 feet to a point, said point lying on the northern boundary of parcel 1 in common with the southern boundary of parcel 32; thence in a northeasterly direction, approximately 1,123 feet to the point of BEGINNING, and being a portion of parcel 1, Tax Maps 29O and 45B as shown on the March 2011 Sullivan County Tax Maps.

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

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

\_\_\_\_\_  
DENNIS R. PHILLIPS  
Mayor

ATTEST:

\_\_\_\_\_  
JAMES H. DEMMING

City Recorder

APPROVED AS TO FORM:

---

J. MICHAEL BILLINGSLEY  
City Attorney

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



**PROPERTY INFORMATION**

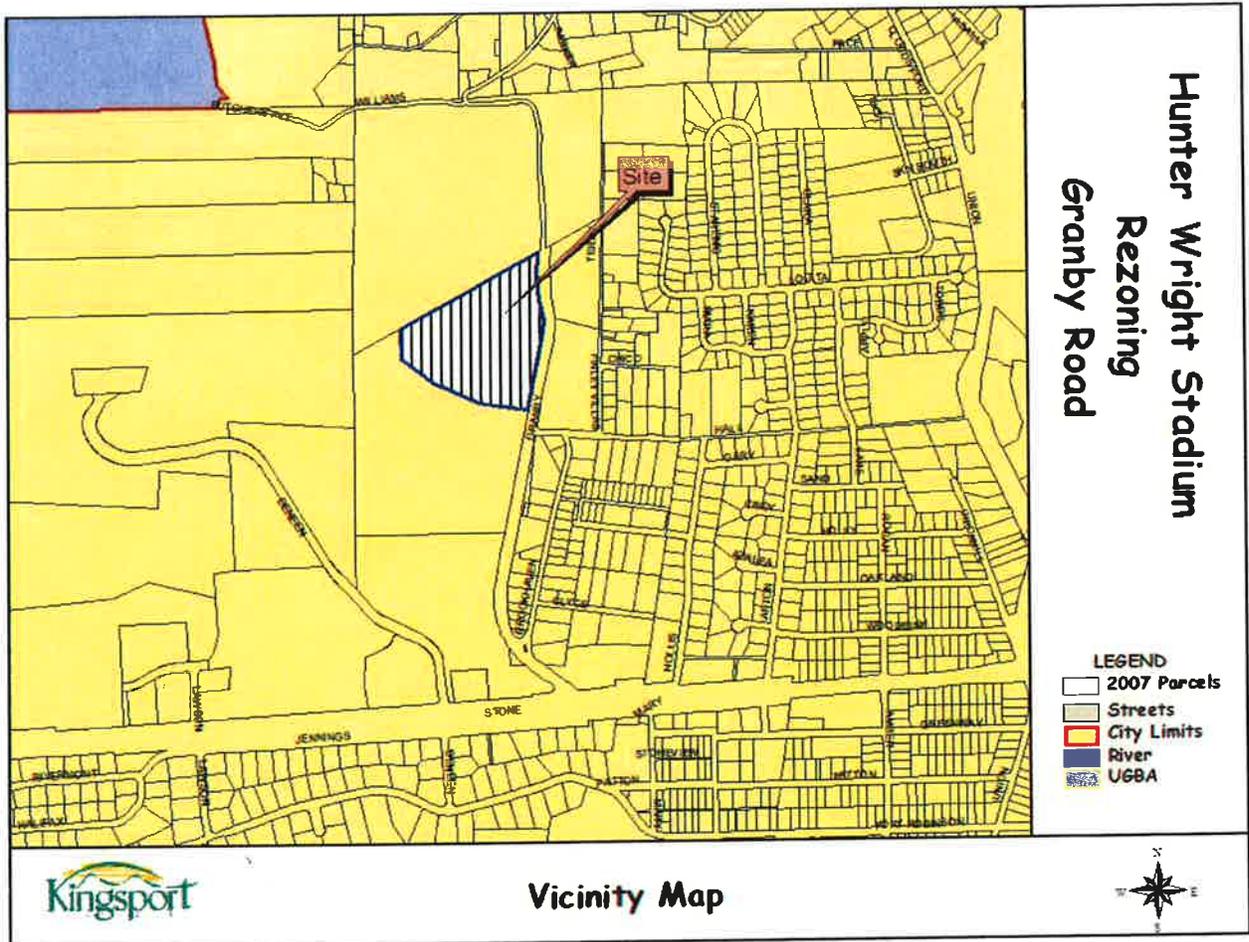
<b>ADDRESS</b>	800 Granby Road, Kingsport, TN 37660
<b>DISTRICT</b>	District 12
<b>OVERLAY DISTRICT</b>	Not Applicable
<b>EXISTING ZONING</b>	R-3 (Low Density Apartment District)
<b>PROPOSED ZONING</b>	B-3 (Highway Oriented Business District)
<b>ACRES</b>	17+/-
<b>EXISTING USE</b>	Hunter Wright Stadium
<b>PROPOSED USE</b>	same

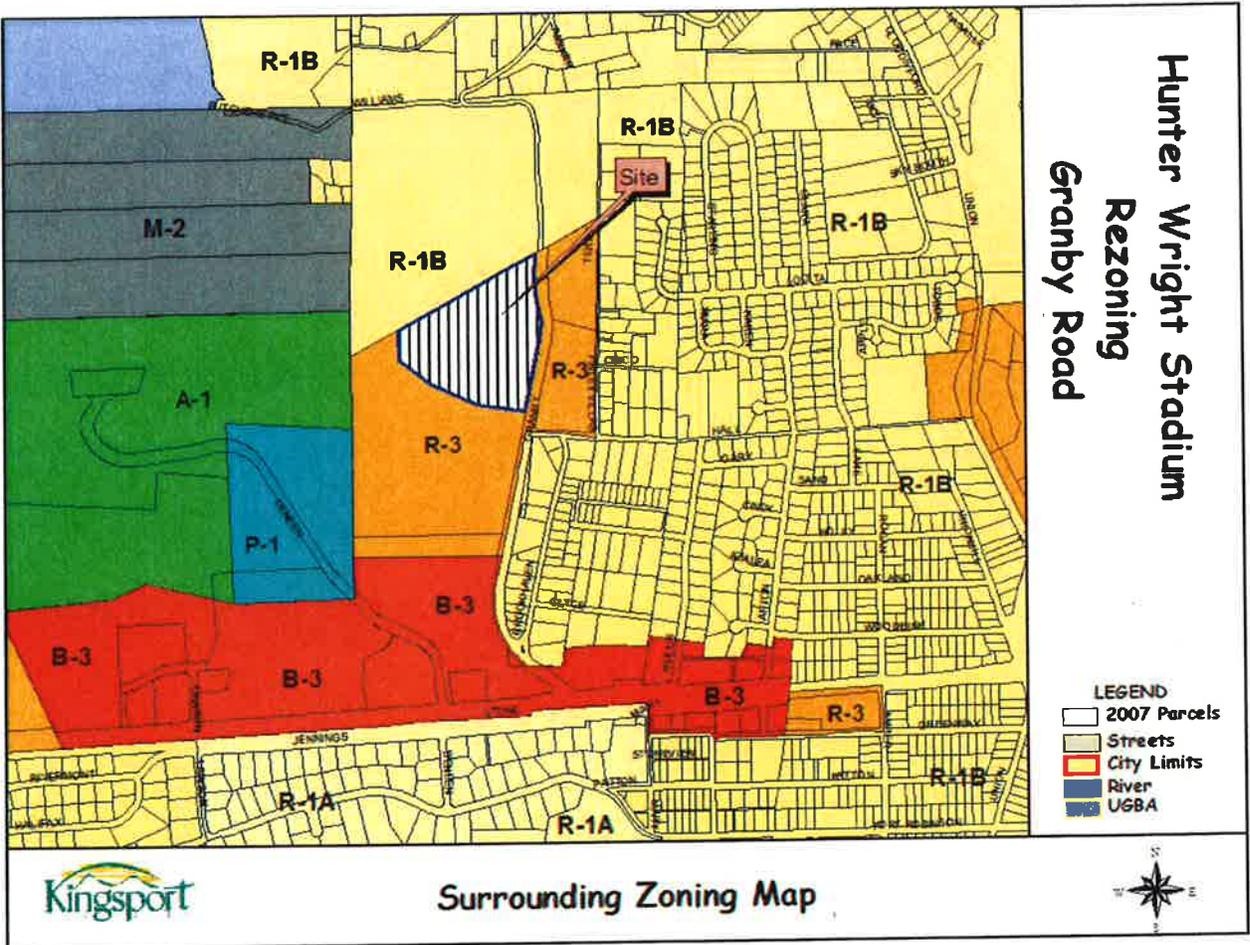
**PETITIONER ADDRESS** 225 W Center St., Kingsport, TN 37660

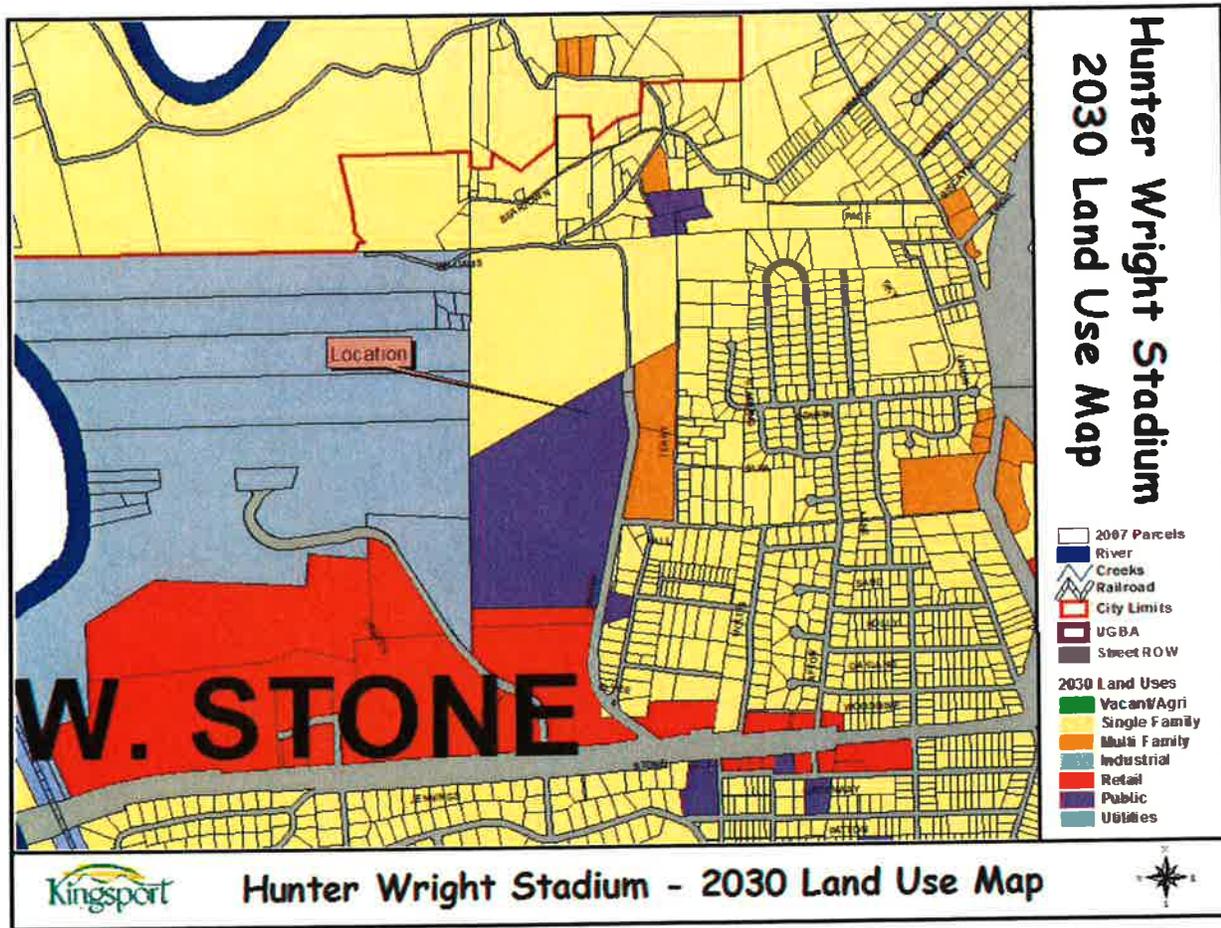
**REPRESENTATIVE PHONE** (423) 229-9400

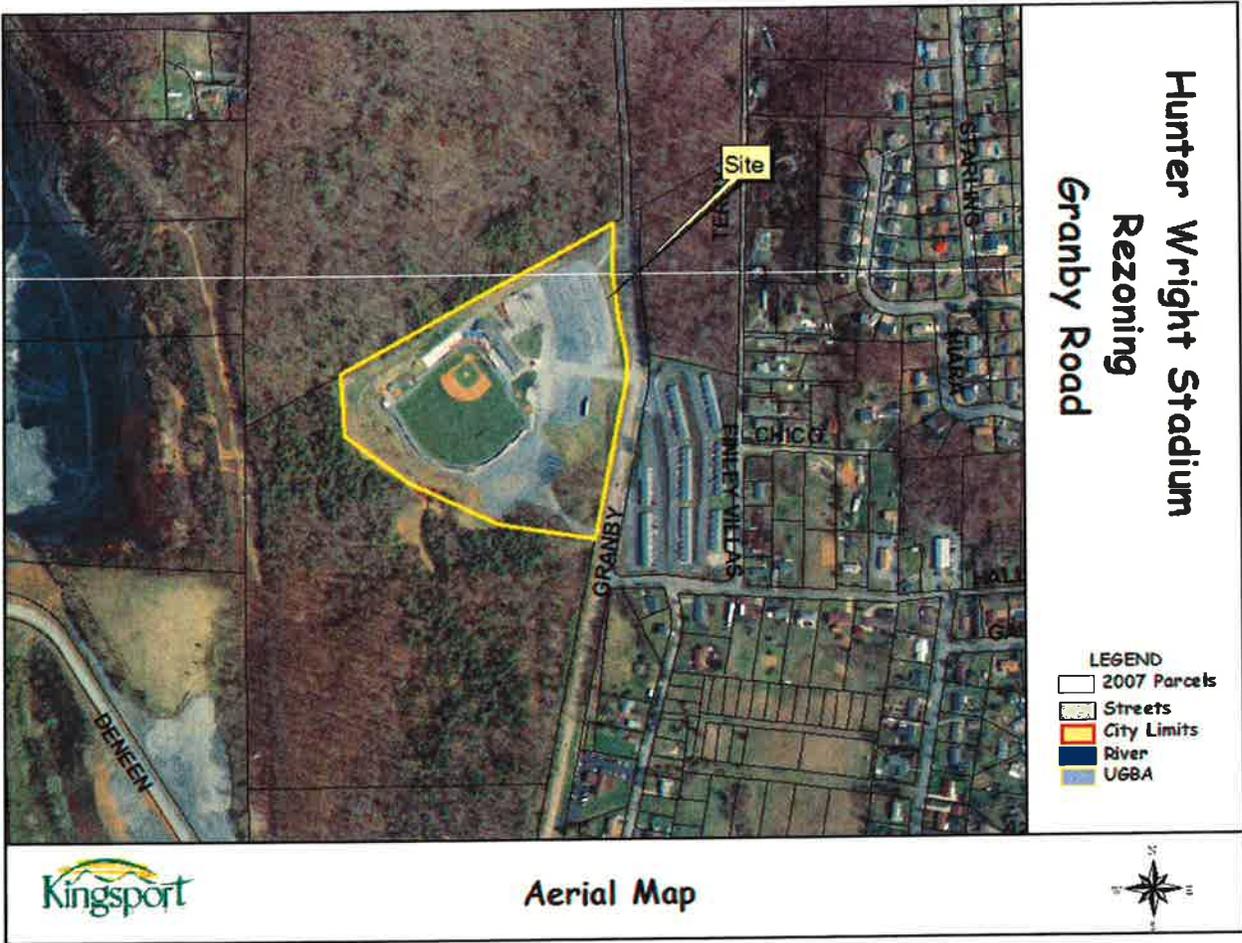
**INTENT**

*To rezone from R-3 to B-3 in order to allow compliance with current sports stadium use and concession sales for a variety of activities including baseball games, concerts, fairs, and other special events.*









North View from inside stadium

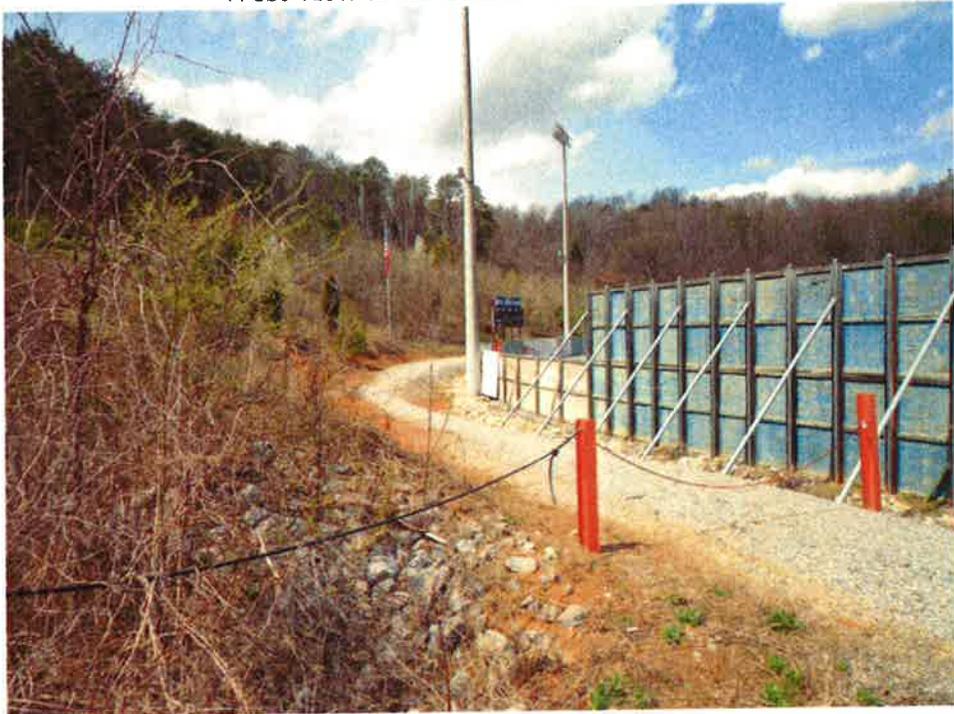


East View to include parking lot



Prepared by Kingsport Planning Department for the  
Kingsport Regional Planning Commission Meeting on April 18, 2012

West view from outside outfield fence



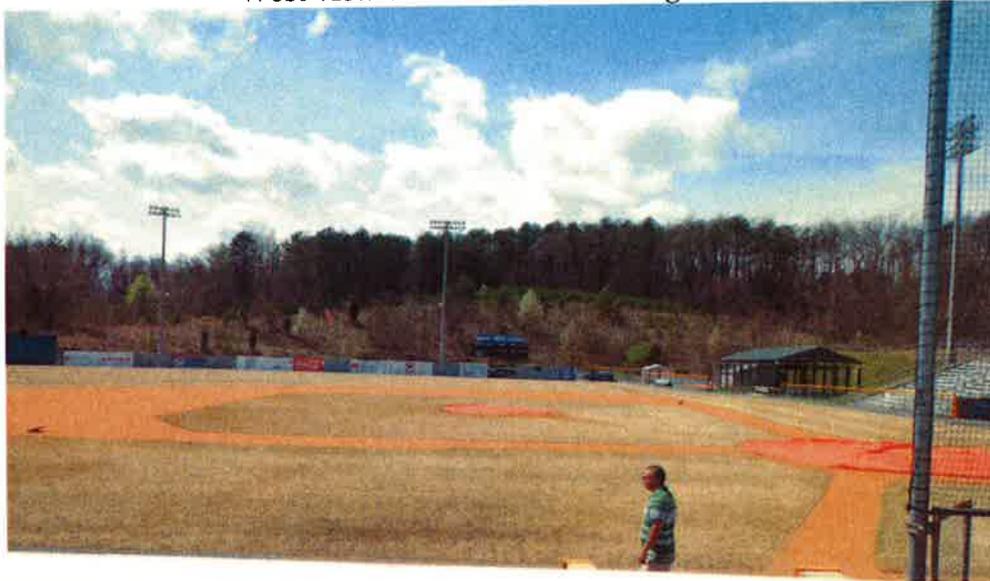
South view including Dogwood Park



**South view from Dogwood Park to Granby Road**



**West view with stadium in foreground**



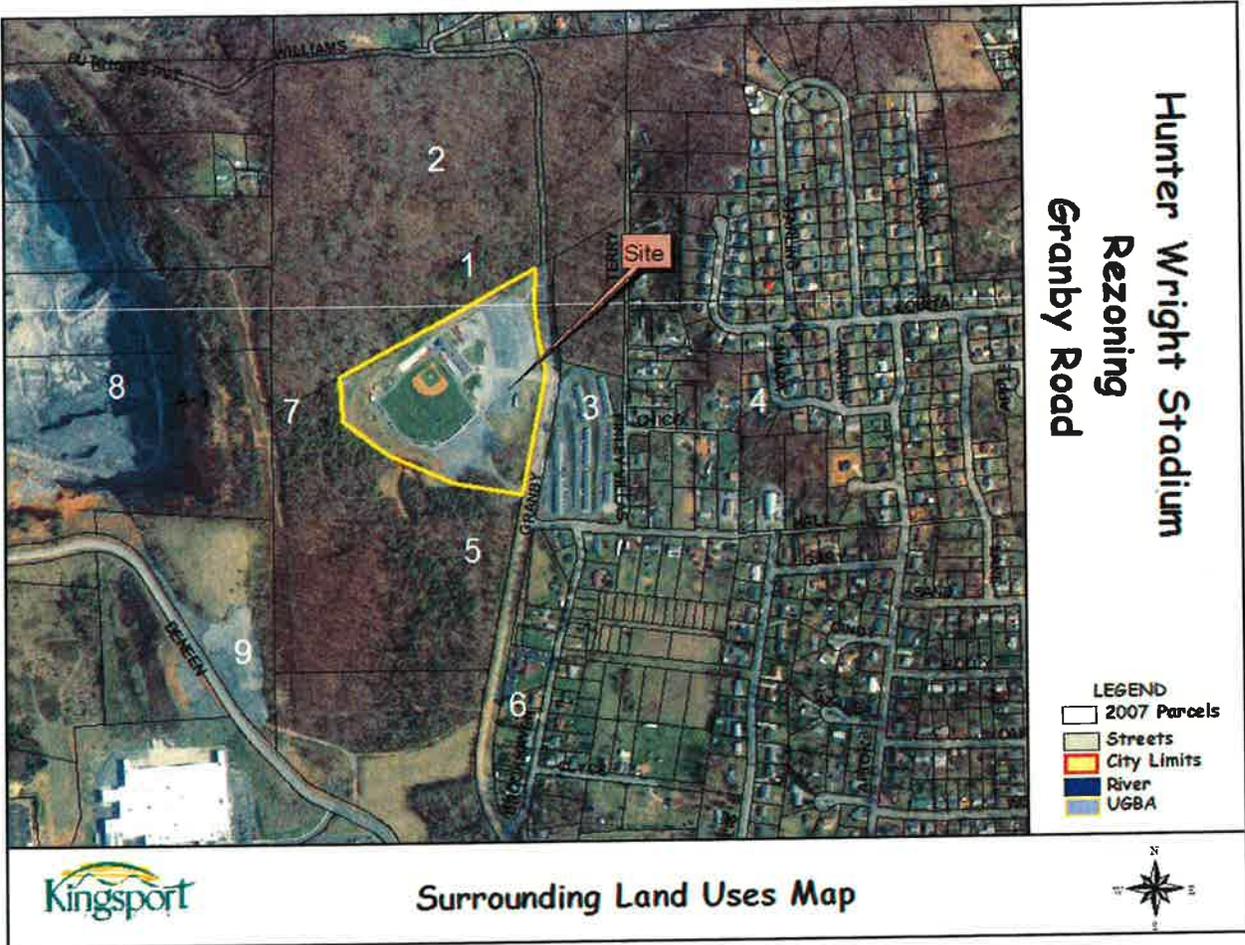
Kingsport Regional Planning Commission

Rezoning Report

File Number 13-101-00002

Location	Parcel / Zoning Petition	Zoning / Name	History Zoning Action Variance Action
North, East, Northwest	1	<u>Zone: R-1B</u> Use: vacant	Failed attempt to rezone from from R-1B to R-3 in 1994 due to lack of site plan
Further North and Northwest	2 (any recent rezoning case number)	<u>Zone: R-1B</u> Use: vacant	Failed attempt to rezone from R-1B to R-3 in 1994 due to lack of site plan
East	3	<u>Zone: R-3</u> Use: multi-family apartments	
Further East	4	<u>Zone: R-1B</u> Use: single family homes	
Southeast and South	5	<u>Zone: R-3</u> Use: vacant portion of parcel that contains Hunter Wright Stadium	
Further South	6	<u>Zone: R-1B</u> Use: single family homes	
West	7	<u>Zone: R-3</u> Use: vacant portion of parcel that contains Hunter Wright Stadium in the vicinity of Dogwood Park	
West	8	<u>Zone: M-2</u> Use: quarry	Rezoned for Vulcan Materials from A-1 to M-2 in 1991
West	9	<u>Zone: P-1</u> Use: vacant property north of WalMart	

EXISTING USES LOCATION MAP



**Standards of Review**

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

1. **Whether or not the proposal will permit a use that is suitable in view of the use and development of adjacent and nearby Property?** While the primary use as a baseball stadium will remain the same, a variety of additional special events are expected to be held at the stadium. Similar to other professional baseball stadiums, both the concession sales and on-premise beer sales will be enabled through appropriate zoning.
2. **Whether or not the proposal will adversely affect the existing use or usability of adjacent or nearby property?** The proposal will not adversely affect the existing use or usability of the adjacent or nearby property. Concession sales have existed since the beginning of operation as a baseball stadium.
3. **Whether the property to be affected by the proposal has a reasonable economic use as currently zoned?** The property has a diminished economic use as currently zoned in that it is currently a non-conforming use in the R-3 zoning district and any expansion of this use is expected to be similar in nature to the stadium and would not be developed for multi-family housing. The stadium and its associated uses have proven to be an economic benefit and community asset for the City as a whole. Adjacent like zoning exists as well (low density apartments on the opposite side of Granby Road). The proposed B-3 zone will allow enhanced services from the stadium for events and concession sales.
4. **Whether the proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools?** The proposal will not result in excessive or burdensome use of existing streets, transportation facilities, utilities or schools. This is evident by no burdens of this nature resulting from the current use, although being performed in a non-conforming zone.
5. **Whether the proposal is in conformity with the policies and intent of the land use plan?**

**Future Land Use Plan Map:** appropriate for Public Use

**Proposed use/density:** same/ no change

**The Future Land Use Plan Map recommends Public use for the subject site.**

- 6. Whether there are other existing or changed conditions affecting the use and development of the property which gives supporting grounds for either approval or disapproval of the proposal?** There will be no changes with the current use.
  
- 7. Whether the zoning proposal will permit a use which can be considered environmentally adverse to the natural resources, environment and citizens of the City of Kingsport?** No change from current use. The area being considered for rezoning is limited to the stadium and parking area only.
  
- 8. Whether the change will create an isolated district unrelated to similar districts:** Although somewhat remote from the primary thoroughfare, the proposed zoning district is compatible with the adjacent commercial zoning to the south of the subject parcel and is also compatible with the adjacent manufacturing zoning to the west. The existing R-3 zoning to the east provides a buffer to the single-family neighborhoods beyond.
  
- 9. Whether the present district boundaries are illogically drawn in relation to existing conditions?** The present district boundaries are appropriately drawn in relation to existing conditions.
  
- 10. Whether the change will constitute a grant of special privilege to an individual as contrasted to the general welfare?** The change will allow the current use to conform to the proposed zoning, a change from the current zoning and will not disproportionately benefit the current owner from the general citizenry.

## CONCLUSION

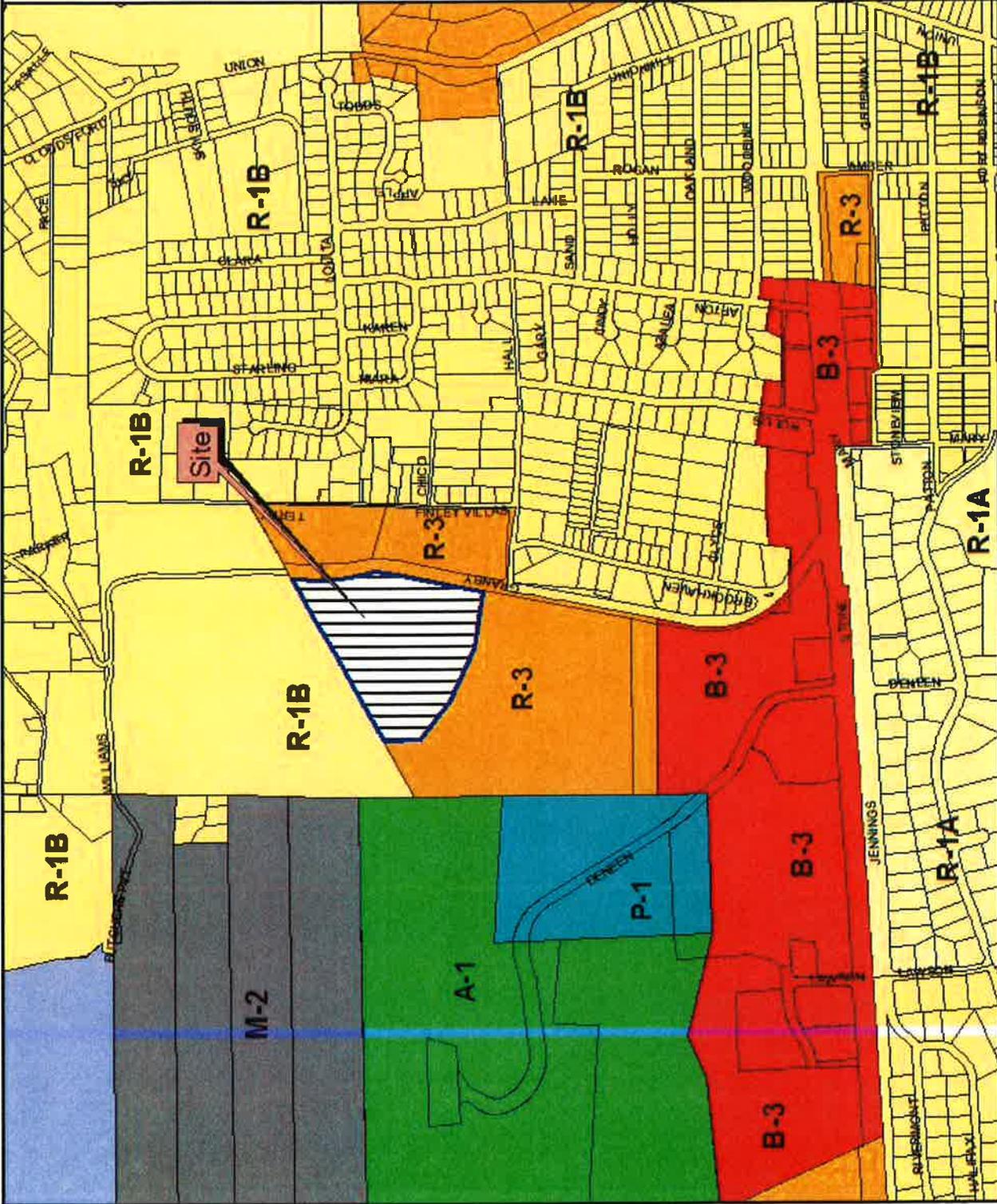
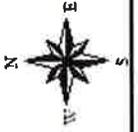
Staff recommends APPROVAL to rezone from R-3 to B-3 to in order to bring current baseball stadium use and retail sales into zoning compliance while allowing beer sales at similar events and other concerts, fairs, and special events held at Hunter Wright Stadium.





# Hunter Wright Stadium Rezoning Granby Road

- LEGEND**
- 2007 Parcels
  - Streets
  - City Limits
  - River
  - UGBA

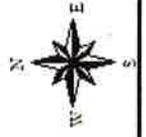


Surrounding Zoning Map



# Hunter Wright Stadium Rezoning Granby Road

- LEGEND
- 2007 Parcels
  - Streets
  - City Limits
  - River
  - UGBA



Aerial Map





AGENDA ACTION FORM

Consideration of Ordinances to Annex/ Amend Zoning of the Cherry Annexation

TO: Board of Mayor and Aldermen
FROM: John G. Campbell, City Manager

Action Form No.: AF: 101-2013
Work Session: May 6, 2013
First Reading: May 7, 2013
Final Adoption: May 21, 2013
Staff Work By: Corey Shepherd
Presentation By: Corey Shepherd

Recommendation:

- Approve ordinance for the Cherry annexation
• Approve ordinance amending the zoning ordinance for the Cherry annexation

Executive Summary:

This is the Cherry annexation of approximately 0.6 acres/ 2 parcels located off Fort Henry Drive. The annexation area does not contain any residents. The current county zoning of the area is B-3 (Commercial District). The proposed city zoning for the area is B-3 (Highway Oriented Business District). During their April 2013 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. Both City water and sanitary sewer already serve the annexation area. The Notice of Public Hearing was published on April 22, 2013.

Attachments:

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

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

Table with 3 columns: Y, N, O and rows for Clark, Joh, McIntire, Parham, Segelhorst, Shupe, Phillips.



**AGENDA ACTION FORM**

**Public Hearing and Consideration of Ordinances to Annex/ Amend Zoning of the Cherry Annexation and Consideration of a Resolution Adopting the Plan of Services**

TO: Board of Mayor and Aldermen  
 FROM: John G. Campbell, City Manager

Action Form No.: AF: 101-2013  
 Work Session: May 6, 2013  
 First Reading: May 7, 2013  
 Final Adoption: May 21, 2013  
 Staff Work By: Corey Shepherd  
 Presentation By: Corey Shepherd

**Recommendation:**

- Hold public hearing
- Approve ordinance for the Cherry annexation
- Approve ordinance amending the zoning ordinance for the Cherry annexation
- Approve resolution adopting a plan of services for the annexation area

**Executive Summary:**

This is the Cherry annexation of approximately 0.6 acres/ 2 parcels located off Fort Henry Drive. The annexation area does not contain any residents. The current county zoning of the area is B-3 (Commercial District). The proposed city zoning for the area is B-3 (Highway Oriented Business District). During their April 2013 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. Both City water and sanitary sewer already serve the annexation area. The Notice of Public Hearing was published on April 22, 2013.

**Attachments:**

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

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

	<u>Y</u>	<u>N</u>	<u>O</u>
Clark	—	—	—
Joh	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Shupe	—	—	—
Phillips	—	—	—

## 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, May 7, 2013, to consider the annexation, zoning, and plan of services for the Cherry 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 western corner of parcel 1.01, Tax Map 92A; thence in a northeasterly direction, approximately 76 feet to a point; said point being the northern corner of parcel 1.01 in common with the southwestern right-of-way of Fort Henry Drive; thence in a southeasterly direction, following the southwestern right-of-way of Fort Henry Drive, approximately 185 feet to a point, said point being the eastern corner of parcel 1; thence in a southwesterly direction, approximately 158 feet to a point, said point being the southern corner of parcel 1; thence in a northwesterly direction, approximately 230 feet to the point of BEGINNING, and being all of parcels 1 and 1.01, Tax Maps 92B and 92A, as shown on the March 2011 Sullivan County 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: 4/22/13

# PRE-FILED CITY RECORDER

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

AN ORDINANCE TO ANNEX THAT CERTAIN TERRITORY ADJOINING THE PRESENT CORPORATE BOUNDARIES OF THE CITY OF KINGSPORT, EMBRACING THAT CERTAIN PART OF THE 14<sup>TH</sup> CIVIL DISTRICT OF SULLIVAN COUNTY, TENNESSEE, AND KNOWN AS THE CHERRY 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 ORDINANCE

WHEREAS, a public hearing before the Board of Mayor and Aldermen of the City of Kingsport, Tennessee, was held on the 7<sup>th</sup> day of May, and notice thereof published in the Kingsport Times-News on the 22nd day of April, 2013; 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, a plan of services for this area was adopted by Resolution on the 7<sup>th</sup> day of May, 2013 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. 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. 14 of Sullivan County, Tennessee, and more fully described to-wit:

BEGINNING at a point, said point being the western corner of parcel 1.01, Tax Map 92A; thence in a northeasterly direction, approximately 76 feet to a point; said point being the northern corner of parcel 1.01 in common with the southwestern right-of-way of Fort Henry Drive; thence in a southeasterly direction, following the southwestern right-of-way of Fort Henry Drive, approximately 185 feet to a point, said point being the eastern corner of parcel 1; thence in a southwesterly direction, approximately 158 feet to a point, said point being the southern corner of parcel 1; thence in a northwesterly direction, approximately 230 feet to the point of BEGINNING, and being all of parcels 1 and 1.01, Tax Maps 92B and 92A, as shown on the March 2011 Sullivan County Tax Maps.

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

\_\_\_\_\_  
DENNIS R. PHILLIPS  
Mayor

ATTEST:

APPROVED AS TO FORM:

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

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

PASSED ON 1<sup>ST</sup> READING \_\_\_\_\_  
PASSED ON 2<sup>ND</sup> READING \_\_\_\_\_

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

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO ZONE PROPERTY ALONG FORT HENRY DRIVE TO B-3, HIGHWAY ORIENTED BUSINESS DISTRICT IN THE 14<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 along Fort Henry Drive to B-3, Highway Oriented Business District, in the 14<sup>th</sup> Civil District of Sullivan County; said property to be rezoned being further and more particularly described as follows:

BEGINNING at a point, said point being the western corner of parcel 1.01, Tax Map 92A; thence in a northeasterly direction, approximately 76 feet to a point; said point being the northern corner of parcel 1.01 in common with the southwestern right-of-way of Fort Henry Drive; thence in a southeasterly direction, following the southwestern right-of-way of Fort Henry Drive, approximately 185 feet to a point, said point being the eastern corner of parcel 1; thence in a southwesterly direction, approximately 158 feet to a point, said point being the southern corner of parcel 1; thence in a northwesterly direction, approximately 230 feet to the point of BEGINNING, and being all of parcels 1 and 1.01, Tax Maps 92B and 92A, as shown on the March 2011 Sullivan County Tax Maps.

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

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

\_\_\_\_\_  
DENNIS R. PHILLIPS  
Mayor

ATTEST:

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

APPROVED AS TO FORM:

---

J. MICHAEL BILLINGSLEY  
City Attorney

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

## RESOLUTION NO.

### A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE CHERRY 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 Shadyside Drive annexation was submitted to the Kingsport Regional Planning Commission on April 18, 2013, 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 May 7, 2013; 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 April 22, 2013; 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 14<sup>th</sup> Civil District of Sullivan County, Tennessee, commonly known as the Cherry Annexation, said area being bounded and further described as follows:

BEGINNING at a point, said point being the western corner of parcel 1.01, Tax Map 92A; thence in a northeasterly direction, approximately 76 feet to a point; said point being the northern corner of parcel 1.01 in common with the southwestern right-of-way of Fort Henry Drive; thence in a southeasterly direction, following the southwestern right-of-way of Fort Henry Drive, approximately 185 feet to a point, said point being the eastern corner of parcel 1; thence in a southwesterly direction, approximately 158 feet to a point, said point being the southern corner of parcel 1; thence in a northwesterly direction, approximately 230 feet to the point of BEGINNING, and being all of parcels 1 and 1.01, Tax Maps 92B and 92A, as shown on the March 2011 Sullivan County 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 Cherry 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:

**Cherry 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 three 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 3 insurance rating saving its residents the most possible on their insurance rates. Our response time average is approximately 4 minutes, 35 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 Johnson City Power Board and is currently available.

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

- A. City of Kingsport sanitary sewer currently serves the annexation area.
- 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**

Not applicable

**10. Zoning Services**

- A. The area will be zoned B-3 (highway oriented business).
- 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.

---

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.

---

**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.

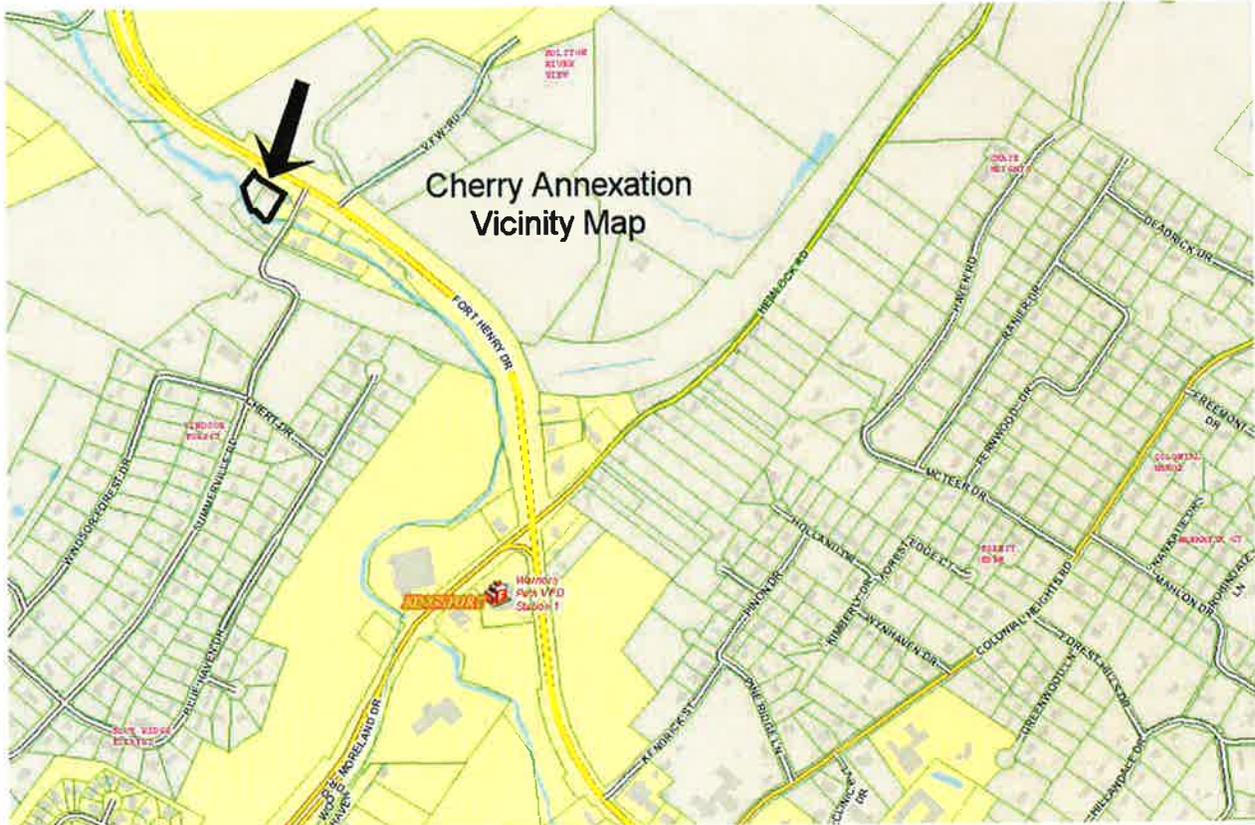
**17. Litter Control**

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.



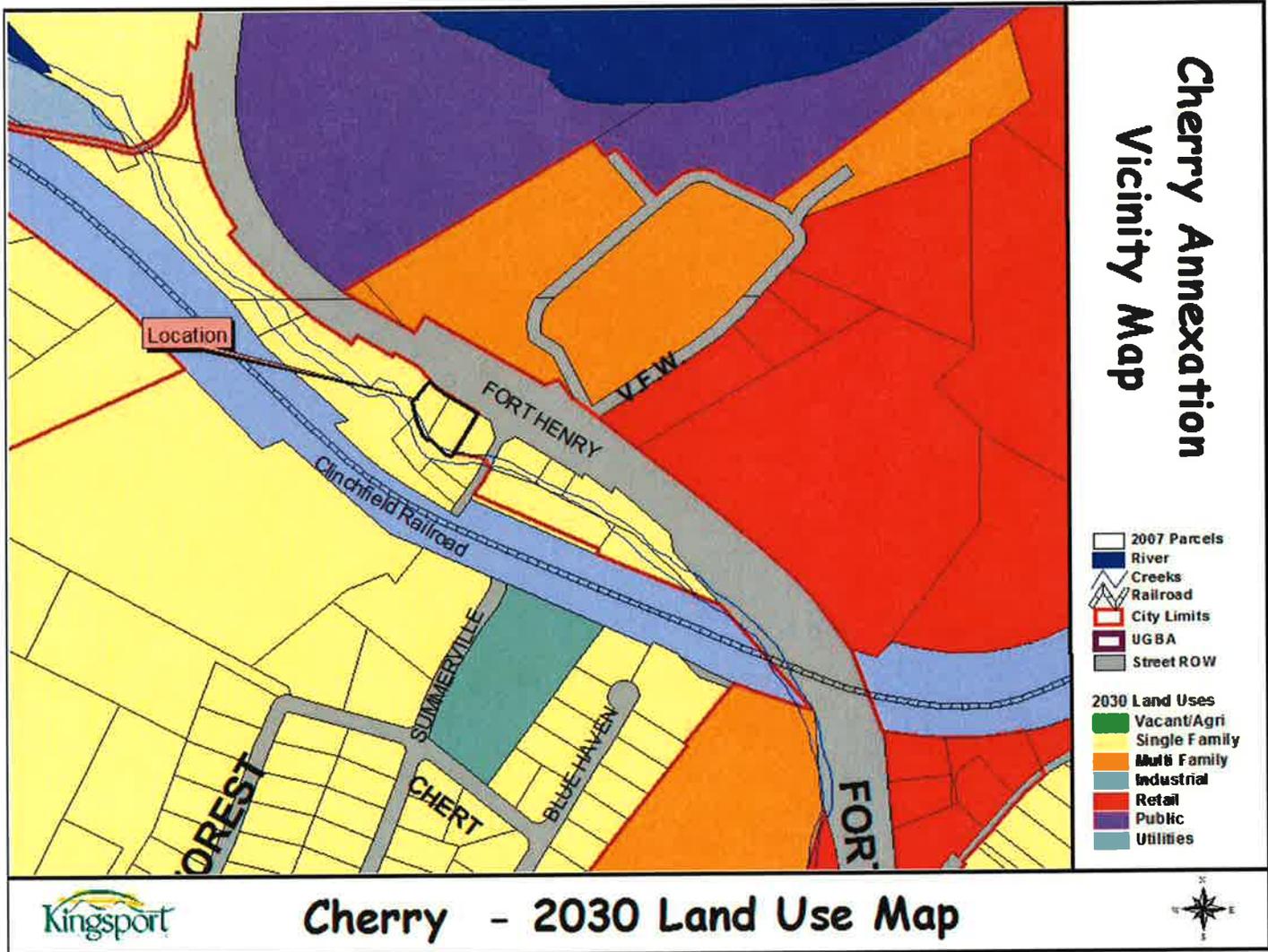
Approval:			
Denial:		Reason for Denial:	
Deferred:		Reason for Deferral:	

Area Map

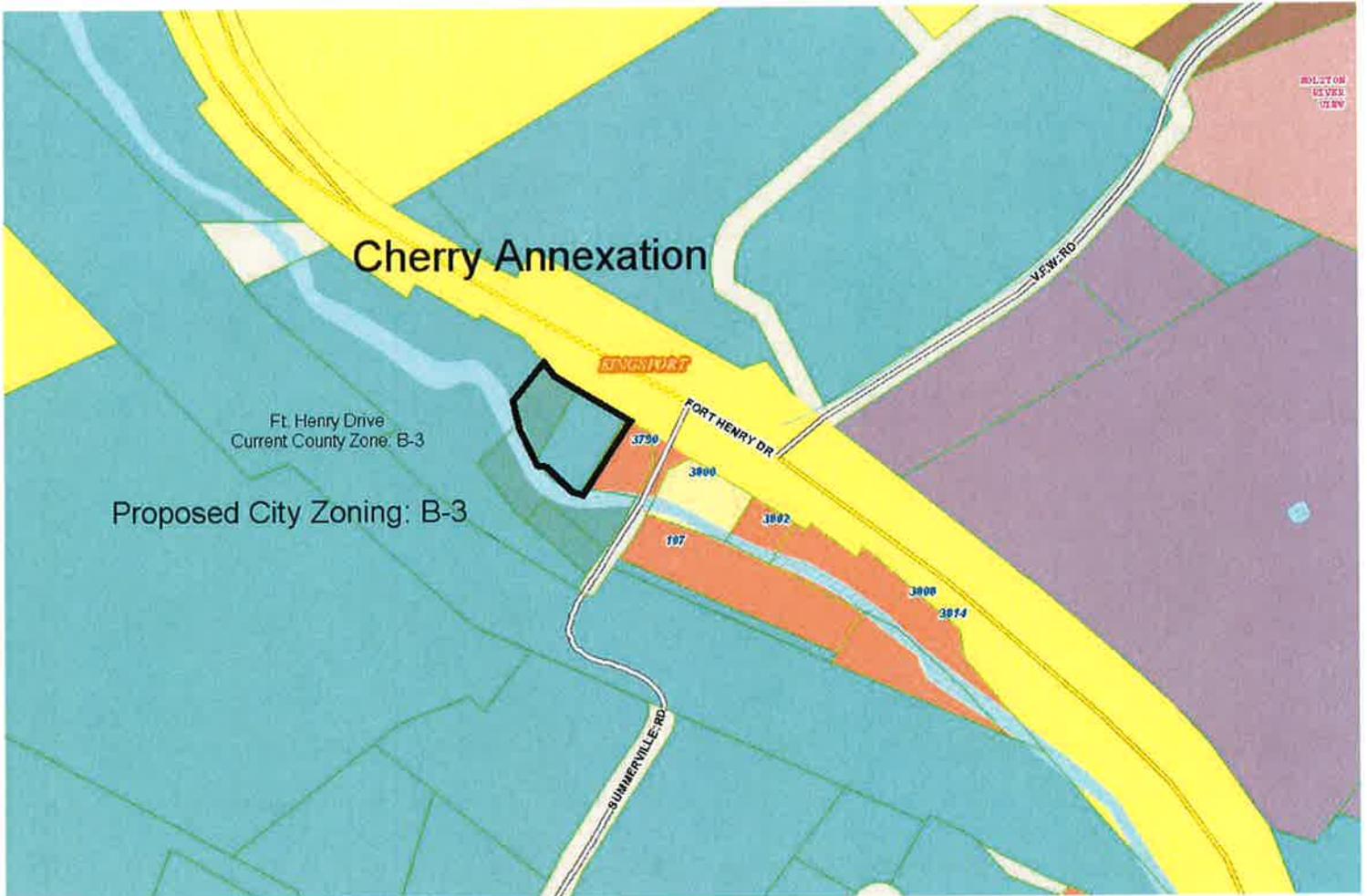




Future Land Use Map



Proposed Zoning Map



Cost

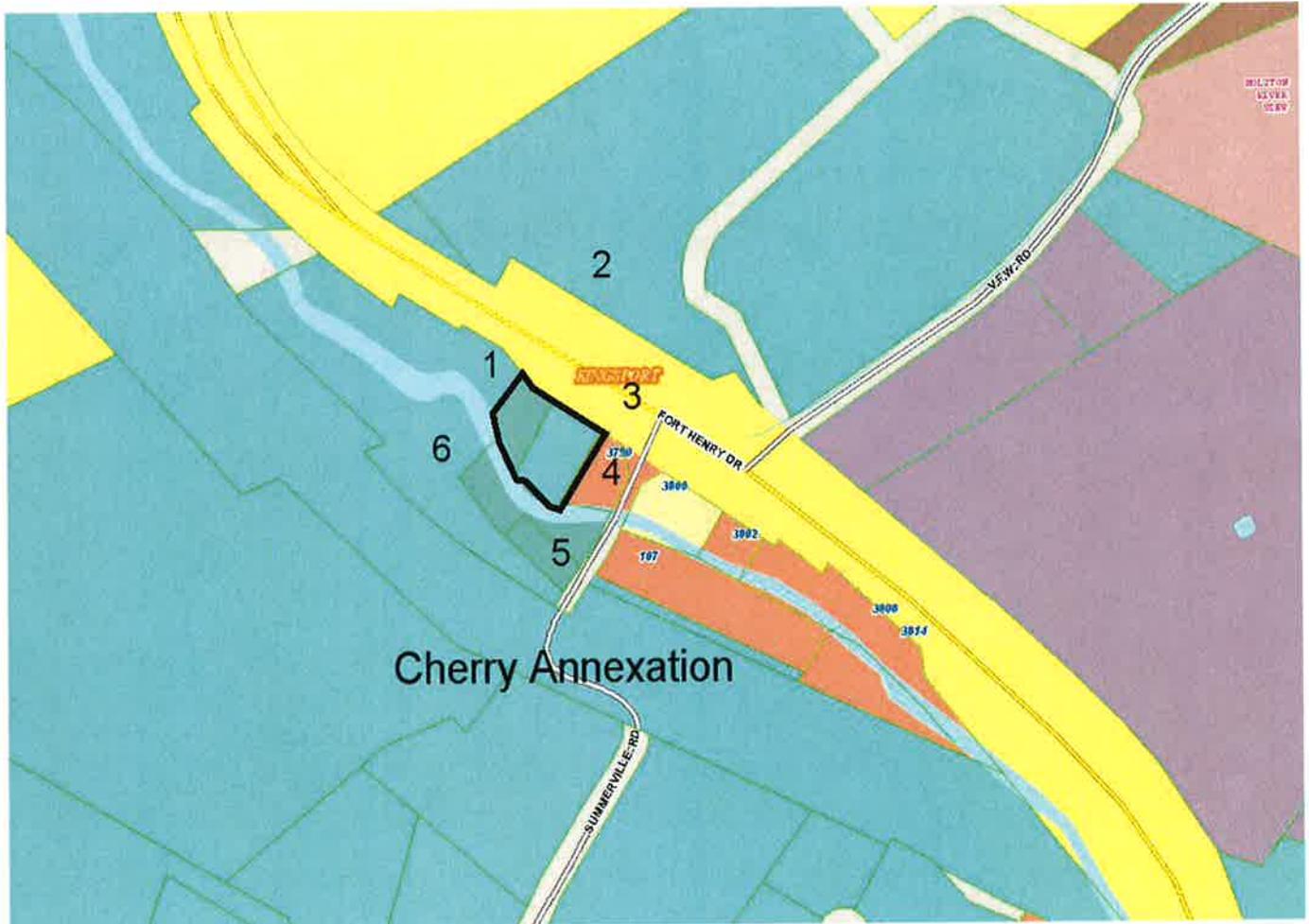
**Cherry Annexation**

**Cost Estimate/ tax records as of 1 April 2013**

Revenues	One Time	Reoccurring (annual)	
Property Taxes	X	\$1,743.00	
State Shared	X	\$0.00	non-residential use
Sewer Tap Fees	X	\$0.00	area already served with sewer
Water & Sewer Rev (loss)	X	-\$240.00	
<b>Total</b>	<b>\$0.00</b>	<b>\$1,503.00</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	
Streets & Sanitation	0.00	0.00	
Subtotal	0.00	0.00	
<b>Capital Budget</b>			
Water	0.00	0.00	adequate
Sewer	0.00	0.00	adequate
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



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

**File Number 13-301-00005**

<b>Location</b>	<b>Parcel / Zoning Petition</b>	<b>Zoning / Name</b>	<b>History Zoning Action Variance Action</b>
North	1	<u>Zone: County R-1</u> Use: Undeveloped single family residential	No prior action known
Further North	2	<u>Zone: County R-1</u> Use: Undeveloped single family residential	No prior action known
East	3	<u>Zone: City R-3</u> Use: Fort Henry Drive right-of-way	Annexed 2005
Southeast	4	<u>Zone: City B-3</u> Use: Commercial	Annexed and zoned B-3 in 1994
South	5	<u>Zone: County R-1</u> Use: Undeveloped single family residential	No prior action known
West	6	<u>Zone: County R-1</u> Use: Undeveloped 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.*

Aerial Photo



South View (3782)



Cont. (3786)



West View



East View



**Petition**



CITY OF KINGSPORT, TENNESSEE  
Petition for Annexation

We, the property owners of record, hereby petition the City of Kingsport, to be annexed.

1.	Name: <i>The Beneficial Trust of</i>	Address: <i>3786 H. Henry Dr</i>
	Parcel # (if known): <i>92BA-1</i>	Phone: <i>423-239-6711</i>
	Email Address: <i>ptt@comking.com</i>	# In Household & Ages:
	Signature: <i>[Signature]</i>	<i>92BA-1-01</i>
2.	Name: <i>Michael A + Fern P Cherry</i>	Address: <i>3786 H. Henry Dr</i>
	Parcel # (if known): <i>92BA-1</i>	Phone: <i>423-239-6711</i>
	Email Address: <i>ptt@comking.com</i>	# In Household & Ages:
	Signature: <i>[Signature]</i>	<i>parents</i>
3.	Name:	Address:
	Parcel # (if known):	Phone:
	Email Address:	# In Household & Ages:
	Signature:	
4.	Name:	Address:
	Parcel # (if known):	Phone:
	Email Address:	# In Household & Ages:
	Signature:	
5.	Name:	Address:
	Parcel # (if known):	Phone:
	Email Address:	# In Household & Ages:
	Signature:	

## Rationale

1. The City of Kingsport should utilize annexation as urban development occurs and is necessary for present and future growth in an orderly manner.
2. 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.
3. The City of Kingsport can provide services through its Plan of Services that the County cannot provide to the residents of the area.
4. It is reasonably necessary for the welfare of the residents and property owners of the affected territory.
5. It is reasonably necessary for the welfare of the residents and property owners of the municipality as a whole.



# Cherry Annexation



Ft. Henry Drive  
Current County Zone: B-3

Proposed City Zoning: B-3





## AGENDA ACTION FORM

### Consideration of a Resolution Awarding the Bid for the Purchase of Ultra Low Sulfur Diesel and B5 Biodiesel Fuel to RKA Petroleum Companies, Inc.

To: Board of Mayor and Aldermen  
 From: John G. Campbell, City Manager

Action Form No.: AF-127-2013  
 Work Session: May 20, 2013  
 First Reading: N/A

Final Adoption: May 21, 2013  
 Staff Work By: Committee  
 Presentation By: S. Hightower

**Recommendation:** Approve the resolution.

**Executive Summary:** Bids were opened on April 16, 2013 for the purchase of ultra low sulfur diesel and B5 biodiesel fuel for use in City vehicles and equipment for FY14. The committee recommends awarding the bid to the apparent low bidder RKA Petroleum Companies, Inc. The price for ultra low sulfur diesel is \$.0363 per gallon mark-up margin above the daily average rack price per Petro Scan, Knoxville, TN the day of delivery.

The price for B5 Biodiesel is \$.0795 per gallon mark-up margin above the actual cost of fuel, the day of delivery. The vendor is required to provide verification of the cost of fuel on each invoice sent to the City of Kingsport for B5 Biodiesel.

The specifications contained in this invitation to bid included a renewal option clause which enables the City to award the purchase on an annual basis in one year increments up to three additional years providing all terms, conditions and costs are acceptable to both parties.

Funding is identified in various department accounts.

**Attachments:**

1. Resolution
2. Bid Opening Minutes

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

	<u>Y</u>	<u>N</u>	<u>O</u>
Clark	—	—	—
Joh	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Shupe	—	—	—
Phillips	—	—	—

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

A RESOLUTION AWARDING THE BID FOR PURCHASE OF ULTRA LOW SULFUR DIESEL AND B5 BIODIESEL FUEL FOR USE IN CITY EQUIPMENT AND VEHICLES TO RKA PETROLEUM COMPANIES, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

WHEREAS, bids were opened April 16, 2013 for the purchase of ultra low sulfur diesel fuel and B5 biodiesel fuel for use in city equipment and vehicles; and

WHEREAS, upon review of the bids, the board finds RKA Petroleum Companies, Inc. to be the lowest responsive compliant bidder in the best interest and advantage to the city, and the City of Kingsport desires to purchase ultra low sulfur diesel fuel from RKA Petroleum Companies, Inc at cost plus \$.0363 per gallon mark-up margin above the daily average rack price per Petro-Scan, Knoxville, Tennessee the day of delivery; and

WHEREAS, upon review of the bids, the board finds RKA Petroleum Companies, Inc. to be the lowest responsive compliant bidder in the best interest and advantage to the city, and the City of Kingsport desires to purchase B5 Biofuel from RKA Petroleum Companies, Inc. at cost plus \$.0795 per gallon mark-up margin above the actual cost of fuel on the day of delivery with verification of fuel cost on each invoice; and

WHEREAS, the specifications contained in the April 16, 2013 invitation to bid included a renewal option clause which enables the city to award the purchase on an annual basis in one year increments up to three years provided all terms, conditions, and costs are acceptable to both parties; and

WHEREAS, funding is identified in various department accounts; and

Now therefore,

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

SECTION I. That the bid for purchase of ultra low sulfur diesel fuel for use in city equipment and vehicles, at cost plus \$.0363 per gallon mark-up margin above the daily average rack price per Petro Scan, Knoxville, Tennessee the day of delivery, is awarded to RKA Petroleum Companies, Inc and the city manager is authorized to execute purchase orders for same.

SECTION II. That the bid for purchase of B5 biodiesel fuel for use in city equipment and vehicles, at cost plus \$.0795 per gallon mark-up margin above the actual cost of fuel on the day of delivery with verification of fuel cost on each invoice, is awarded to RKA Petroleum Companies, Inc and the city manager is authorized to execute purchase orders for same.

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

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

ADOPTED this the 21st day of May, 2013.

\_\_\_\_\_  
DENNIS R. PHILLIPS, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

MINUTES  
BID OPENING  
April 16, 2013  
4:00 P.M.

Present: Brent Morelock, Assistant Procurement Manager; and Lisa Range, Assistant Procurement Manager,  
Schools

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

The Procurement Manager opened with the following bids:

ULTRA LOW SULFUR DIESEL & B5 BIODIESEL		
Vendor:	Ultra Low Sulfur Diesel:	B5 Biodiesel:
James River Petroleum	\$.061	\$.075
Mansfield Oil Co.	\$.0616	\$.0682
Petroleum Traders Co.	\$.0416	\$.0625
Rogers Petroleum	\$.0650	\$.0685
Tri Star Energy	\$.055	\$.055
RKA Petroleum	\$.0363	\$.0795

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



AGENDA ACTION FORM

Consideration of a Resolution Awarding the Bid for the Purchase of Unleaded Gasoline for Use by All City Departments and Schools to Petroleum Traders Corporation.

To: Board of Mayor and Aldermen
From: John G. Campbell, City Manager

Action Form No.: AF-126-2013
Work Session: May 20, 2013
First Reading: N/A
Final Adoption: May 21, 2013
Staff Work By: Committee
Presentation By: S. Hightower

Recommendation: Approve the resolution.

Executive Summary: Bids were opened on April 16, 2013 for the purchase of unleaded gasoline on an as needed basis for use by all City Departments and Schools. The committee recommends awarding the bid for FY14 to the apparent low bidder Petroleum Traders Corporation at a \$0.128 per gallon mark-up margin above the daily average rack price per Petro-Scan, Knoxville, TN the day of delivery.

The specifications contained in this invitation to bid include a renewal option clause which enables the City to award the purchase on an annual basis in one year increments up to three additional years providing all terms, conditions and costs are acceptable to both parties.

Funding is identified in various department accounts.

Attachments:

- 1. Resolution
2. Bid Opening Minutes

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

Table with 3 columns: Y, N, O and rows for Clark, Joh, McIntire, Parham, Segelhorst, Shupe, Phillips.

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

A RESOLUTION AWARDDING THE BID FOR PURCHASE OF UNLEADED GASOLINE FOR USE IN CITY EQUIPMENT FOR FISCAL YEAR 2014 TO PETROLEUM TRADER'S CORPORATION AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

WHEREAS, bids were opened April 16, 2013 for the unleaded gasoline on an as needed basis for use by all city departments and schools; and

WHEREAS, upon review of the bids, the board finds Petroleum Traders Corporation is the lowest responsive compliant bidder in the best interest and advantage to the city, and the City of Kingsport desires to purchase unleaded gasoline on an as needed basis for use by all city departments and schools from Petroleum Trader's Corporation at a \$.0128 per gallon mark-up margin above the daily average rack price per Petro-Scan, Knoxville, Tennessee the day of delivery; and

WHEREAS, the bid documents included an option to renew the agreement for up to three additional years, in one year increments, provided pricing and quality of services are acceptable to the city; and

WHEREAS, funding will be provided from various city and schools accounts.

Now therefore,

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

SECTION I. That the bid for purchase of unleaded gasoline on an as needed basis for use by all city departments and schools at a \$.0128 per gallon mark-up margin above the daily average rack price per Petro-Scan, Knoxville, Tennessee is awarded to Petroleum Trader's Corporation and the city manager is authorized to execute purchase orders for same.

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

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

ADOPTED this the 21st day of May, 2013.

\_\_\_\_\_  
DENNIS R. PHILLIPS, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

MINUTES  
BID OPENING  
April 16, 2013  
4:00 P.M.

Present: Brent Morelock, Assistant Procurement Manager; and Lisa Range, Assistant Procurement Manager, Schools

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

The Procurement Manager opened with the following bids:

UNLEADED GASOLINE	
Vendor:	Unit Cost:
James River Petroleum	\$.02
Tri Star Energy, LLC	\$.048
Petroleum Traders Co.	\$.0128
Rogers Petroleum, Inc.	\$.0550
Pioneer Petroleum	\$.0475
RKA Petroleum	\$.0253
Mansfield Oil Co.	\$.0452

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



## AGENDA ACTION FORM

### Consideration of a Resolution Awarding the Bid for the Purchase of 8.5" x 11", 20 Lb. Copier Paper to Janpak, Inc.

To: Board of Mayor and Aldermen  
 From: John G. Campbell, City Manager

A handwritten signature in blue ink, appearing to read "John G. Campbell", is written over the printed name of the City Manager.

Action Form No.: AF-125-2013  
 Work Session: May 20, 2013  
 First Reading: N/A

Final Adoption: May 21, 2013  
 Staff Work By: Committee  
 Presentation By: S. Crawford; B. Morelock

**Recommendation:** Approve the resolution.

**Executive Summary:** Bids were opened on April 16, 2013 for the purchase of copier paper for use in City and Schools locations for FY14. It is recommended to purchase 8.5" x 11", 20 Lb. copier paper on an as requested basis from Janpak, Inc. based upon their reply to our invitation to bid of:

8.5" x 11" Copier Paper, 20 Lb. - \$27.15/Case (\$103,170.00 Est. Annual Cost)

Recognizing that industry wide price changes do occur with paper products, the City included the following provision in the bid document: "Prices will remain firm until an industry wide price increase or decrease occurs. At which time, the City will receive a written notice at least ten days prior to the effective date of the change in pricing stating such changes. Additional documentation regarding industry wide price changes will be required from the manufacturer through the vendor at the request of the City."

Funding is identified in various City and Schools accounts.

**Attachments:**

1. Resolution
2. Bid Opening Minutes

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

	Y	N	O
Clark	—	—	—
Joh	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Shupe	—	—	—
Phillips	—	—	—

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

A RESOLUTION AWARDDING THE BID FOR PURCHASE OF LETTER SIZE, 20 POUND COPIER PAPER FOR FISCAL YEAR 2014 FOR USE BY THE CITY, INCLUDING THE CITY SCHOOLS, TO JANPAK, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDERS FOR THE SAME

WHEREAS, bids were opened April 16, 2013 for the purchase of 8.5 inch by 11 inch, 20 pound copier paper for use by the city and the city schools; and

WHEREAS, upon review of the bids, the board finds Janpak, Inc. is the lowest responsive compliant bidder in the best interest and advantage to the city, and the City of Kingsport desires to purchase 8.5 inch by 11 inch, 20 pound copier paper, long grain, 500 sheets per ream, 10 reams per case from Janpak, Inc. at an estimated annual cost of \$103,170.00; and

WHEREAS, funding will be provided from various city and schools accounts.

Now therefore,

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

SECTION I. That the bid for purchase of 8.5 inch by 11 inch, 20 pound copier paper for use by the city including the city schools for fiscal year 2014 is awarded to Janpak, Inc. at an estimated annual cost of \$103,170.00 and the city manager is authorized to execute purchase orders for same.

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

ADOPTED this the 21st day of May 2013.

\_\_\_\_\_  
DENNIS R. PHILLIPS, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

MINUTES  
 BID OPENING  
 April 16, 2013  
 4:00 P.M.

Present: Brent Morelock, Assistant Procurement Manager; and Lisa Range, Assistant Procurement Manager, Schools

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

The Assistant Procurement Manager opened with the following bids:

COPIER PAPER				
Vendor:	JanPak	Fairmont	XpedX	
8.5 x 11, White, 20 Lb., Long Grain, 500 Sheets per Ream, 10 Reams per Case	\$27.15	\$34.48	\$29.25	
8.5 x 14, White, 20 Lb., Long Grain, 500 Sheets per Ream, 10 Reams per Case	\$44.70	\$43.61	\$44.35	
11 x 17, White, 20 Lb., Long Grain, 500 Sheets per Ream, 5 Reams per Case	\$36.22	\$36.63	\$34.85	
14 7/8 x 11, 1 Part, 20# Continuous Feed 2700/CS, Green Bar	\$46.50	\$45.06	\$40.48	
14 7/8 x 11, 2 Part, NCR Green Bar	\$68.86	\$81.69	\$64.81	
14 7/8 x 11, 3 Part, NCR Green Bar	\$81.59	\$89.71	\$68.92	

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



AGENDA ACTION FORM

Consideration of a Resolution Awarding the Bid for the Purchase of Asphalt for Use by All City Departments to W-L Construction and Paving Co., Inc and Pavewell Paving Co., Inc.

To: Board of Mayor and Aldermen
From: John G. Campbell, City Manager

Action Form No.: AF-123-2013
Work Session: May 20, 2013
First Reading: N/A
Final Adoption: May 21, 2013
Staff Work By: Committee
Presentation By: R. McReynolds

Recommendation: Approve the resolution.

Executive Summary: Bids were opened on April 16, 2013 for the purchase of asphalt for use by all City Departments for FY14 on an as needed basis. It is recommended to award the bid for the purchase of the items contained therein to W-L Construction and Paving Co., Inc. & Pavewell Paving Co., Inc. at an estimated annual cost of \$300,000 subject to increase or decrease based upon the monthly Tennessee Department of Transportation Asphalt Cement Index as follows:

Table with 2 columns: W-L Construction & Paving and Pavewell Paving. Rows include 411-E, 307-C, 307-B, and 411-D with prices per ton.

The specifications included language that allows the City to award this bid to more than one vendor due to geographical considerations where paving may be occurring.

Funding is identified in various department accounts.

- Attachments:
1. Resolution
2. Bid Opening Minutes
3. Recommendation Memo

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

Table with 3 columns: Y, N, O. Rows list names: Clark, Joh, McIntire, Parham, Segelhorst, Shupe, Phillips.

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

A RESOLUTION AWARDING THE BID FOR PURCHASE OF ASPHALT TO W-L CONSTRUCTION AND PAVING COMPANY, INC. AND PAVEWELL PAVING COMPANY AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

WHEREAS, bids were opened April 16, 2013 for the purchase of asphalt for use by all city departments on an as needed basis; and

WHEREAS, upon review of the bids, the board finds W-L Construction and Paving Company, Inc. and Pavewell Paving Company, Inc. are the lowest responsible compliant bidders 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 asphalt from W-L Construction and Paving Company, Inc. and Pavewell Paving Company, Inc., at an estimated annual cost of \$300,000.00; and

WHEREAS, the determination of which vendor to use for a particular project will be determined by the city based on geographical considerations as set out in the specifications for the bid; and

WHEREAS, funding is identified in various department accounts;

Now therefore,

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

SECTION I. That the bid for purchase of various types of asphalt for use by all city departments is awarded to W-L Construction and Paving Company, Inc. and Pavewell Paving Company, Inc., at an annual estimated cost of \$300,000.00, and the city manager is authorized to execute purchase orders for same.

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

ADOPTED this the 21st day of May, 2013.

\_\_\_\_\_  
DENNIS R. PHILLIPS, MAYOR

ATTEST:

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

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

MINUTES  
BID OPENING  
April 16, 2013  
4:00 P.M.

Present: Brent Morelock, Assistant Procurement Manager; and Lisa Range, Assistant Procurement Manager,  
Schools

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

The Assistant Procurement Manager opened with the following bids:

ASPHALT			
Vendor:	Summers-Taylor	Pavewell Paving	W.L. Const. & Paving
Asphalt Topping, Plant Mix (411-E) Per Ton	\$75.20	\$63.75	\$64.30
Asphalt Binder, Plant Mix (307-C) Per Ton	\$60.00	\$60.00	\$56.32
Asphalt Binder, Plant Mix (307-B) Per Ton	\$60.80	\$54.00	\$55.27
Asphalt Surface, Plant Mix (411-D) Per Ton	\$75.90	\$75.00	\$74.28
Cost/Mile for Delivery of Materials to Jobsite	Will not deliver	No Delivery	Will not deliver
Offer extension of bid prices for materials used by developers on projects in which eventual ownership of infrastructure will be the City of Kingsport.	No	No	No

NOTE: All Contractors used April 2013 TDOT Asphalt and Cement Index.

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

MEMORANDUM

May 9, 2013

TO: Brent Morelock, Assistant Procurement Manager  
FROM: Ronnie Hammonds, Streets and Sanitation Manager  
SUBJECT: Asphalt and Stone Bid Award

---

Greg Willis and I have reviewed the recent bids for Asphalt and Stone.

Our recommendation for the Asphalt Bid would be to award the bid to both W & L Construction and Paving and Pavewell Paving. The bids were very close and we would be able to use either one of the two companies based on their distance from the job sites.

Our recommendation for the Stone bid would be to award the primary bid to Vulcan Materials Company and the secondary bid to Aggregates USA.

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



## AGENDA ACTION FORM

### Consideration of a Resolution Awarding the Bid for the Purchase of Crushed Stone for Use by All City Departments to Vulcan Construction Materials, LP and Aggregates USA, LLC.

To: Board of Mayor and Aldermen  
 From: John G. Campbell, City Manager

A handwritten signature in blue ink, which appears to be "John G. Campbell", is written over the printed name.

Action Form No.: AF-124-2013  
 Work Session: May 20, 2013  
 First Reading: N/A

Final Adoption: May 21, 2013  
 Staff Work By: Committee  
 Presentation By: R. McReynolds

**Recommendation:** Approve the resolution.

**Executive Summary:** Bids were opened on April 16, 2013 for the purchase of crushed stone for use by all City Departments on an as needed basis for FY14. This bid was issued as a joint invitation to bid with the City of Church Hill, TN. It is recommended to award the bid for the purchase of the items contained therein to Vulcan Construction Materials, LP and Aggregates USA, LLC at an estimated annual cost of \$160,000 as follows:

	<u>Vulcan *</u>	<u>Aggregates USA**</u>
Crusher Run Stone:	\$12.25 per ton	\$13.25 per ton
Stone, TN Hwy # 68:	\$14.25 per ton	\$16.90 per ton
Stone, TN Hwy # 57:	\$14.25 per ton	\$16.90 per ton
Stone, TN Hwy # 8:	\$14.25 per ton	\$16.90 per ton
Stone, TN Hwy # 10:	\$14.25 per ton	\$17.20 per ton

\*Cost per Mile for Delivery: \$3.25 per ton first mile plus \$.75/ton each additional mile

\*\* Cost per Mile for Delivery: \$3.00 per ton first mile, \$.30/ton each additional mile

The specifications state that the City may award this bid to more than one vendor. The specifications also include a renewal option clause in one year increments up to three additional years if costs are acceptable to both parties.

Funding is identified in various department accounts.

#### **Attachments:**

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

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

	<u>Y</u>	<u>N</u>	<u>O</u>
Clark	—	—	—
Joh	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Shupe	—	—	—
Phillips	—	—	—

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

A RESOLUTION AWARDING THE BID FOR PURCHASE OF CRUSHED STONE TO VULCAN CONSTRUCTION MATERIALS, LP AND AGGREGATES USA, LLC AND AUTHORIZING THE CITY MANAGER TO EXECUTE BLANKET PURCHASE ORDERS FOR THE SAME

WHEREAS, bids were opened April 16, 2013 for the purchase of crushed stone for use by all city departments on an as needed basis and as a joint invitation to bid with the City of Church Hill, Tennessee; and

WHEREAS, the specifications state that the city may award this bid to more than one vendor, includes an renewal option clause in one year increments up to three additional years, if costs are acceptable to both parties; and

WHEREAS, upon review of the bids, the board finds Vulcan Construction Materials, LP as the primary supplier, 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 Crusher Run Stone at the cost of \$12.25 per ton, Stone-TN Hwy # 68 at the cost of \$14.25 per ton, Stone-TN Hwy # 57 at the cost of \$14.25 per ton, Stone-TN Hwy # 8 at the cost of \$14.25 per ton, and Stone-TN Hwy # 10 at the cost of \$14.25 per ton, with the cost per mile for delivery \$3.25 per ton for the first mile plus \$.75 per ton for each additional mile from Vulcan Construction Materials, LP as the primary vendor; and

WHEREAS, upon review of the bids, the board finds Aggregates USA, LLC as the secondary supplier, 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 Crusher Run Stone at the cost of \$13.25 per ton, Stone-TN Hwy # 57 at the cost of \$16.90 per ton, Stone-TN Hwy # 8 at the cost of \$16.90 per ton, and Stone-TN Hwy # 10 at the cost of \$16.90 per ton, with the cost per mile for delivery \$3.00 per ton for the first mile, and \$.30 per ton for each additional mile from Aggregates USA, LLC as the secondary vendor; and

WHEREAS, funding is identified in various department accounts;

Now therefore,

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

SECTION I. That the bid for purchase of various types of crushed stone all as set out above, for use by all city departments is awarded to Vulcan Construction Materials, LP and Aggregates USA, LLC and the city manager is authorized to execute blanket purchase orders for same.

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

ADOPTED this the 21st day of May, 2013.

\_\_\_\_\_  
DENNIS R. PHILLIPS, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

MINUTES  
 BID OPENING  
 April 16, 2013  
 4:00 P.M.

Present: Brent Morelock, Assistant Procurement Manager; and Lisa Range, Assistant Procurement Manager, Schools

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

The Assistant Procurement Manager opened with the following bids:

STONE		
Vendor:	Aggregates USA	Vulcan Materials Co.
Crusher Run Stone City of Kingsport	\$13.25	\$12.25
Crusher Run Stone City of Church Hill	\$13.25	\$12.25
Stone, TN Hwy. #68 City of Kingsport	\$16.90	\$14.25
Stone, TN Hwy. #68 City of Church Hill	\$16.90	\$14.25
Stone, TN Hwy. #57 City of Kingsport	\$16.90	\$14.25
Stone, TN Hwy. #57 City of Church Hill	\$16.90	\$14.25
Stone, TN Hwy. #8 City of Kingsport	\$16.90	\$14.25
Stone, TN Hwy. #8 City of Church Hill	\$16.90	\$14.25
Stone, TN Hwy. #10 City of Kingsport	\$17.20	\$14.25
Stone, TN Hwy. #10 City of Church Hill	\$17.20	\$14.25
Cost Per Mile For Delivery City of Kingsport	\$3.00/Ton – First Mile – Plus \$.30/Ton – Each additional	
Cost Per Mile For Delivery City of Church Hill	Mile – Based on a full load.	
Extension of Bid Price to Developers	No	No
Areas Serviced – Both, Southside, Northside	Both	Both
		\$.75 Plus \$3.25 Minimum \$.75 Plus \$3.75 Minimum

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

MEMORANDUM

May 9, 2013

TO: Brent Morelock, Assistant Procurement Manager  
FROM: Ronnie Hammonds, Streets and Sanitation Manager  
SUBJECT: Asphalt and Stone Bid Award

---

Greg Willis and I have reviewed the recent bids for Asphalt and Stone.

Our recommendation for the Asphalt Bid would be to award the bid to both W & L Construction and Paving and Pavewell Paving. The bids were very close and we would be able to use either one of the two companies based on their distance from the job sites.

Our recommendation for the Stone bid would be to award the primary bid to Vulcan Materials Company and the secondary bid to Aggregates USA.

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



**AGENDA ACTION FORM**

**Consideration of a Resolution to Authorize the Disposal of Permanent Records in Accordance with TCA 10-7-702**

To: Board of Mayor and Aldermen  
 From: John G. Campbell, City Manager

Action Form No.: AF 128-2013  
 Work Session: May 20, 2013  
 First Reading: N/A

Final Adoption: May 21, 2013  
 Staff Work By: A. Marshall  
 Presentation By: M. Billingsley

**Recommendation:** Approve the Resolution.

**Executive Summary:**

Tennessee Code Annotated §10-7-702(a), authorizes the Municipal Technical Advisory Service (MTAS) to compile and print records retention manuals and schedules for use as guides by municipal officials in establishing retention schedules for all records created by municipal governments in the state. On November 20, 2007 through Resolution 2008-095, the city adopted *Records Management for Municipal Governments* compiled by MTAS as the authority for city departments to use in determining the schedule of record retention and the authority behind each.

Additionally, T.C.A. §10-7-702(b) states the governing body of any municipality may, by resolution, authorize the disposal of any permanent paper record when the record has been photocopied, photostated, filmed, microfilmed, preserved by microphotographic process, or reproduced onto computer or removable computer media, including CD-ROM disks. The proposed resolution allows the city recorder to promulgate reasonable rules and policies pertaining to making, filing, storing, exhibiting, copying and disposing of municipal records.

**Attachments:**

1. Resolution
2. Tennessee Code

Funding source appropriate and funds are available:     N/A    

	<u>Y</u>	<u>N</u>	<u>O</u>
Clark	—	—	—
Joh	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Shupe	—	—	—
Phillips	—	—	—

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

A RESOLUTION AUTHORIZING THE DISPOSAL OF  
PERMANENT RECORDS PURSUANT TO TENNESSEE CODE  
ANNOTATED SECTION 10-7-702

WHEREAS, on November 20, 2007, the board authorized the adoption, pursuant to Tennessee Code Annotated Section 10-7-702(a) which authorized the Municipal Technical Advisory Service (MTAS), a unit of the Institute for Public Service of the University of Tennessee, to compile and print, in cooperation with the state library and archives, record retention manuals to be used as guides by municipal officials in establishing retention schedules for records created by municipal governments in the state; and

WHEREAS, pursuant to T.C.A. §10-7-702(b), the governing body of any municipality may, by resolution, authorize the disposal of any permanent paper record when the record has been photocopied, photostated, filmed, microfilmed, preserved by microphotographic process, or reproduced onto computer or removable computer media, including CD-ROM disks.

Now, therefore,

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

SECTION I. That pursuant to T.C.A. §10-7-702(b), the board, authorizes the disposal of any permanent paper record when the record has been photocopied, photostated, filmed, microfilmed, preserved by microphotographic process, or reproduced onto computer or removable computer media, including CD-ROM disks.

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

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

ADOPTED this the 21st day of May, 2013.

\_\_\_\_\_  
DENNIS R. PHILLIPS, MAYOR

ATTEST:

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

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

banner



FOCUS™ Terms

Search Within Original Results (1 - 1)

Advanced...

View Tutorial

View Full

1 of 1

Book Browse

**Tenn. Code Ann. § 10-7-702** (Copy w/ Cite)  
*Tenn. Code Ann. § 10-7-702*

Pages: 2

TENNESSEE CODE ANNOTATED  
© 2013 by The State of Tennessee  
All rights reserved

\*\*\* Current through the 2012 Regular Session \*\*\*

Title 10 Public Libraries, Archives And Records  
Chapter 7 Public Records  
Part 7 Municipal Records

Tenn. Code Ann. § 10-7-702 (2012)

**10-7-702. Retention schedules.**

(a) The municipal technical advisory service, a unit of the Institute for Public Service of the University of Tennessee, is authorized to compile and print, in cooperation with the state library and archives, records retention manuals which shall be used as guides by municipal officials in establishing retention schedules for all records created by municipal governments in the state.

(b) Notwithstanding any law to the contrary, the governing body of any municipality may by resolution authorize the disposal of any permanent paper record of the municipality when the record has been photocopied, photostated, filmed, microfilmed, preserved by microphotographic process, or reproduced onto computer or removable computer media, including CD-ROM disks, in accordance with § 10-7-121. Other records of the municipality may be disposed of when the retention period that is prescribed in the retention schedule used by the municipality has expired. For purposes of this subsection (b), disposal includes destruction of the record. A municipality may adopt reasonable rules and policies relative to the making, filing, storing, exhibiting, copying and disposal of municipal records.

**HISTORY:** Acts 1999, ch. 167, § 1; 2003, ch. 55, § 1.

View Full

1 of 1

Book Browse

**Tenn. Code Ann. § 10-7-702** (Copy w/ Cite)

Pages: 2

In

About LexisNexis | Privacy Policy | Terms & Conditions | Contact Us  
Copyright © 2013 LexisNexis, a division of Reed Elsevier Inc. All rights reserved.



## AGENDA ACTION FORM

### Consideration of a Resolution Authorizing the Mayor to Execute an Agreement with Bridgeall Libraries Limited

To: Board of Mayor and Aldermen  
 From: John G. Campbell, City Manager

A blue ink signature of John G. Campbell, written over the printed name "John G. Campbell, City Manager".

Action Form No.: AF 100-2013  
 Work Session: May 20, 2013  
 First Reading: N/A

Final Adoption: May 21, 2013  
 Staff Work By: H. Whittaker  
 Presentation By: H. Whittaker

**Recommendation:** Approve the resolution.

#### **Executive Summary:**

This is an agreement for one year subscription to CollectionHQ which uses evidence based stock management methodology to provide the library with data to balance our collection based on supply and demand. The library will receive trend based data of local demand, data about already overstocked areas with many dormant items, etc. Using this new service will allow the library to spend our materials budget more effectively, increase circulation, increase customer satisfaction, redeploy staff time to value-added library activities and promote our collection.

#### **Attachments:**

1. Resolution

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

	Y	N	O
Clark	—	—	—
Joh	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Shupe	—	—	—
Phillips	—	—	—

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

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH BRIDGEALL LIBRARIES LIMITED FOR THE KINGSPORT PUBLIC LIBRARY AND ANY AND ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the Kingsport Public Library has many accounts that are delinquent and books that are missing; and

WHEREAS, Bridgeall Libraries Limited offers a collection program called Collection HQ, which will use data to balance for the library's collection based on supply and demand; and

WHEREAS, the terms of the agreement are for a 90-day trial period.

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, Section 10 of the Charter of the City of Kingsport, the agreement with Bridgeall Libraries Limited, and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution, said agreement being as follows:

**Offer for subscription to the collectionHQ Service**

We, Bridgeall Libraries Limited, a company registered under the Companies Acts (company number SC297736) and having our registered office and place of business at 1 Ainslie Road, Hillington Park Glasgow, G52 4RU, have pleasure in offering to provide you, the addressee named above, with the under noted Service subject to the terms and conditions attached to this Offer letter.

<b>Service:</b>	Provision, over a web interface, of a subscription based, hosted software application called collectionHQ, using data supplied to us by you in accordance with the service description, details of which are contained in the "User Guide" document which is available upon request.
<b>Set Up:</b>	Implementation & Initial Training
<b>Commencement Date</b>	4 weeks from date of order

<b>Subscription Period:</b>	<b>1 Year Option</b>
<b>Subscription Fee:</b>	\$ 8,500 per year <b>\$ 6,000 for order before June 14th 2013 (payment deferred July 2013)</b>
<b>Set Up Fee</b>	\$ 5,000 fixed cost for Implementation and Initial Training. <b>Free of charge for an order before June 14th 2013</b>

<b>Subscription Period:</b>	<b>3 Year Option</b>
<b>Subscription Fee:</b>	\$ 7,000 per year

	<b>\$ 6,000 for order before June 14th 2013 (payment deferred July 2013)</b>
<b>Set Up Fee</b>	<b>\$ 5,000 fixed cost for Implementation and Initial Training. Free of charge for an order before June 14th 2013</b>

<b>Designated Libraries:</b>	2
<b>Permitted Users</b>	5 Concurrent users
<b>Minimum Hardware and Software</b>	<ul style="list-style-type: none"> <li>• An Internet browser (Internet Explorer 6.0 or above, Mozilla Firefox 1.5 or above)</li> <li>• A connection from your internal network to the Internet with a minimum nominal speed of 8Mbps</li> <li>• Outbound FTP Access</li> </ul>
<b>Website:</b>	Our website located at <a href="http://www.collectionhq.com">www.collectionhq.com</a> (or such other domain name as we may from time to time specify) from which the Service is to be provided
<b>Designated Contact(s):</b>	

To be paid by either by check or direct transfer.

Direct transfer to the following account:

Acc Name: Bridgeall Libraries Limited

Bank: Bank of Scotland, 167-201 Argyle Street, Glasgow G2 8BU

Sort Code: 80-11-80

Account No: 12199890

BIC: BOFS GB21009,

IBAN: GB04 BOFS 8011 8012 1998 90

Checks should be made payable to Bridgeall Libraries Limited and remitted to  
 Bridgeall Libraries Limited  
 Hillington Park Innovation Centre 1 Ainslie Road, Glasgow  
 Renfrewshire  
 G52 4RU, UK

Any future changes to the account bank details will be notified in advance in writing. The date collectionHQ receives your confirmation will constitute the 'date of order'.

\*This Offer should be read in conjunction with our Standard Terms and Conditions attached, and is open for acceptance until June 14th 2013 failing which it will lapse. If you wish to accept this Offer, please confirm your acceptance by responding via email to [nigel.wheeldon@collectionhq.com](mailto:nigel.wheeldon@collectionhq.com)

Yours faithfully

Nigel Wheeldon

Business Development Manager

For and on behalf of Bridgeall Libraries Limited.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date indicated below.

[Acknowledgements Deleted for Inclusion in this Resolution]

**STANDARD TERMS AND CONDITIONS FOR THE SERVICE**

**1. Definitions**

<b>Term</b>	<b>Meaning</b>
the "Offer"	The offer letter, offering you the collectionHQ service.

the " <b>Agreement</b> "	The Offer together with these Terms and Conditions
references to " <b>You</b> " or " <b>Your</b> "	The person or organization which has accepted the Offer and thereby agreed to receive the Service
references to " <b>We</b> ", " <b>Our</b> " or " <b>Us</b> "	Bridgeall Libraries Limited
the " <b>Software</b> "	The then current and core version of our proprietary software application collectionHQ, which both provides the Service on our website and enables you to use the Service. The core Software does not include the optional Modules.
the " <b>Service</b> "	Provision, over a webinterface, of our subscription based, hosted Software, using data supplied to us by you in accordance with the service description as detailed in the User Guide document (available upon request)
the " <b>Commencement Date</b> "	The date this Agreement and the Service is deemed to have commenced.
the " <b>Subscription Period</b> "	The initial term of this Agreement
the " <b>Subscription Fee</b> "	The annual subscription charge, effective from the Commencement Date, to be paid by You to Us for the provision of the Service.
the " <b>Designated Libraries</b> "	The maximum number of libraries authorized to use the Service
the " <b>Permitted Users</b> "	The maximum number of concurrent authorized users that may use the service.
the " <b>Renewal</b> "	A twelve month extension of the period for which the Service will be provided, commencing at the end of the Subscription Period, and on every <u>subsequent</u> anniversary thereafter
the " <b>Renewal Date</b> "	The date the annual Renewal commences
the " <b>Modules</b> "	Optional packages of extra-functionality software, which enhance the Software further, and which are not covered by the Subscription Fee.
The " <b>Designated Contacts</b> "	The email addresses to which all notices under this agreement will be addressed.

References to Clauses are to clauses of this Agreement. Terms defined in the Offer shall have the same meaning in these terms and conditions

#### Registration/Duration

- 2.1 Payment of the Subscription Fee will constitute acceptance by you of these Terms and Conditions.
- 2.2 We shall provide the Service to you upon the terms of the Agreement. This Agreement (and the Service provided) shall commence on the Commencement Date and, always subject to Clauses 11 and 12, shall be renewed automatically for a period of 12 months, commencing at the end of the Subscription Period, and on each anniversary thereafter.
3. Equipment and Internet Connection

- 3.1 We shall provide the Service to you using the Internet. You are responsible for providing an adequate connection to the Internet with a minimum connection speed not less than that specified in the Offer.
- 3.2 You are responsible for obtaining and maintaining all equipment, hardware, third party software, peripherals and any and all other communications facilities and equipment which may be required from time to time to access and use the Service (and of at least the minimum hardware/software specification as set out in the Offer) and for paying all charges incurred in relation to the use of these.
4. Data Supply
- 4.1 You agree that in order for us to provide the Service you shall attach an adapter software program, to your computer systems, or utilize some other suitable and reliable data extraction mechanism, to extract, collect and convey data to be used for the Service to our computer systems. Once such data is received by our systems our Software can provide the Service to you and your Permitted Users.
- 4.2 Consequently you hereby grant to us a non-exclusive licence to use the data supplied by your computer systems to ours for the term of this Agreement, for purposes including but not limited to the following:-
- (a) providing the Service;
  - (b) providing any future enhancements to the Software or Modules;
  - (c) our own internal records; and
  - (d) allowing an Internet Services Provider appointed by us to access such data to the extent necessary to allow such Internet Services Provider to host the Software.
- 4.3 To provide an effective Service to you, it is important to ensure the reliability and integrity of data supplied. Accordingly, you warrant that the data supplied:
- (a) does not infringe the rights of any third parties, including without limitation copyright owned by third parties;
  - (b) complies with all applicable laws and regulations; and
  - (c) will be accurate and will be updated on at least a monthly basis.
- 4.4 For the avoidance of doubt, unless you comply with the terms of this clause 4 we shall have no obligation to provide the Service.
5. Availability of Service
- 5.1 We will use commercially reasonable efforts to achieve the Service Targets set out in Appendix 1. However, whilst we will do what we reasonably can to ensure the availability of the Service at all times, we cannot and do not offer a continuous or uninterrupted service and no warranty is given in this respect. You acknowledge that certain aspects of the Service are dependent upon third parties and upon your computers supplying us with data. Without prejudice to this generality, we may at any time at our discretion:
- (a) temporarily suspend or restrict access to the Service for the purposes of repair, modification, maintenance or improvement or the implementation of new facilities or performance of back-up or data archival; or
  - (b) give instructions to you regarding the use of the Service which in our reasonable opinion are necessary in the interests of security or to maintain or improve the quality of the Service to you. You will use your best endeavours to comply with such instructions and, while they are in force, such instructions will be deemed to form part of this Agreement.
- However, where reasonably possible, we shall give notice of any suspension, undertake system maintenance activity out of your normal working hours (assuming these are 9am until 5pm Monday - Friday) and will restore the Service as soon as reasonably practicable after any such suspension.
- 5.2 You shall:
- (a) grant us (or our employees and/or agents) access to your premises during normal business hours and we and our employees and/or agents shall adhere to your policies and procedures in relation to health and safety and security at all times;
  - (b) use reasonable endeavours to provide decisions, information or assistance to us on our request in sufficient time and detail for us to provide the Service; and
  - (c) prepare the equipment, hardware, third party software, infrastructure and environment in accordance with clause 3.2 and generally as required by us and to have access as provided for in (a) and (b) above in order for us to provide the Service in accordance with the Agreement. For the avoidance of doubt if you do not comply with clause 5, we shall have no obligation to provide the Service.
6. Changes to Service
- 6.1 We reserve the right to enhance or otherwise change the Service or the Software from time to time in order to improve the Service or Software we offer You.

## 7 Use of Service

- 7.1 Subject to your payment of the Subscription Fee as set out in the Offer, we grant to you a non-exclusive, non-transferable right to access the Service for the duration of this Agreement for the sole purpose of using the Service in relation to stock performance management for the Designated Libraries.
- 7.2 You are permitted to print and download reports from the website for your own use provided that no documents, information or related graphics on the website are modified in any way and no graphics on the website are used separately from accompanying text and provided you otherwise comply with the terms of this Agreement.
- 7.3 Unless otherwise stated by us on the website, the copyright and other intellectual property rights in all material on the website and the Software are owned by us or our licensors. Any use of reports from the website other than in accordance with Clause 7.2 above is prohibited.
- 7.4 Subject to Clause 7.2, no part of the website may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without our prior written permission. Such permission shall not be unreasonably withheld.
- 7.5 Upon acceptance of the Offer and subject to payment of the Subscription Fee, we shall provide you with the usernames and passwords authorising use of the website for the Permitted Users specified in the Offer. You may issue these to Permitted Users who are your employees, or such other types of users as are agreed by us on the basis that each username and password pair is allocated to a single user only and only such users who have been allocated with a username and password by you are entitled to use the Service. You agree that you shall not disclose information in relation to the Software or provide any access whatsoever to any third party which is not a Permitted User.
- 7.6 Additional pairs of usernames and passwords may be issued by us at our option upon your request and we shall have the right to make an additional charge for these additional pairs or vary monthly fees as a result of these additional users accordingly at our sole discretion. Any use made of the Software and Service by anyone other than Permitted Users shall be deemed unauthorized use.
- 7.7 You may not, and you shall procure undertakings from Permitted Users that they shall not:
  - (a) copy the Software for any purpose whatsoever other than normal automatic copying by your computer of the Software for the sole purposes of enabling you and your Permitted Users to use the Service on the website;
  - (b) use the Service or Software or any part of them on equipment of a type, category or for additional users or libraries other than as permitted by this Agreement;
  - (c) modify, alter, loan, distribute, rent, assign, sub-license, transfer or otherwise provide (whether electronically or otherwise) access to the website, or the Software utilised by the website or any copy or part of it to anyone else or make the website or the Software utilized by it available for use by others in any time sharing, service bureau or similar arrangement or otherwise;
  - (d) except as permitted by applicable law, reverse engineer, disassemble, reverse translate or in any way decode the website or the Software or any copy or part of them in order to derive any source code or other information. You agree that the website and Software contains valuable trade secrets and confidential information owned by us including but not limited to the functionality, appearance and content of the website and Software screens, the method and pattern of user interaction with the website and Software and the content of the website. The Software source code and such valuable trade secrets and confidential information are not licensed to you under this Agreement and must not be disclosed to any third party.
- 7.8 All right, title and interest including but not limited to copyrights and other intellectual property rights of any nature in the website and the Software and resulting out of the delivery of the Service are owned exclusively by us and you acquire no title or interest in the same other than the right to use the website and the Software and receive the Service in accordance with this Agreement.

## 8. Support and Training

- 8.1 We shall provide you with access to a support helpdesk in respect of the Service between the hours of 9.00 am and 5.00 pm, Monday to Friday (excluding Scottish public holidays) in accordance with our then current support procedures as amended or updated by us from time to time. The support helpdesk facility should be accessed by email to ensure all incidents are logged by our Support Ticketing System.

On-site support shall not be provided by us as part of the Service, but may be provided at our sole option where we deem it necessary and/or where we are unable to resolve queries remotely. Upon mutual agreement, we shall be entitled to provide you with on-site support

whereby we will charge our standard daily rates from time to time (prorated if appropriate), and you shall pay all reasonable travel and other costs and expenses incurred by us in relation thereto.

- 8.2 We shall provide such initial training regarding use of the Software and Service as we deem appropriate including without limitation by way of the provision of documentation relative to the Software and the Service. If you wish additional training throughout the Subscription Period, this shall be the subject of separate agreement between you and us.

9. Escrow Agreement

In accepting the Offer, you are agreeing to subscribe to a service (the Service) based upon payment of an annual subscription fee (the Subscription Fee). As such, no Escrow arrangements are applicable in relation to this Agreement.

10. Consultancy Services

- 10.1 We do not need to provide you with additional chargeable Consultancy Services for you to be able to fully use the Service. However, if you would like us to provide additional services for you then these can be discussed on a case-by-case basis and quotations will be prepared as appropriate.
- 10.2 Re-implementation for new library management systems.  
If you change your library management system during your subscription to collectionHQ, we will need to re-implement collectionHQ for you. The technical effort relating to this is almost the same effort required for the initial implementation and you have the choice of either
- i. paying 50% of your list price Set Up Fee or
  - ii. agreeing a 3 year extension to your existing subscription agreement where the reimplementation fee will be waived.

11. Payment

- 11.1 In consideration of the provision of the Service by us, you shall pay the Subscription Fee specified in the Offer. Payment is due annually in advance for the Service to be provided in that year and we shall invoice you accordingly.
- 11.2 Payment shall be by direct transfer, to the account specified in the Offer within 30 days of the date of invoice.
- 11.3 The Software may be upgraded by us from time to time, offering new functionality or features, and you must accept such changes to the Software as and when they are released by us. There shall be no increase to the Subscription Fee for such new functionality or features. However, software Modules may be offered to you from time to time which you may choose to subscribe to at extra cost to the Subscription Fee, effective from the date you are granted access to such new Modules. However, you will have the option not to subscribe to such new Modules.
- 11.4 All sums in the Offer are exclusive of sales taxes and duties which will be payable if applicable in addition. We reserve the right to increase subsequent subscription fees.
- 11.5 Without prejudice to any other right or remedy which we may have, we shall be entitled to charge interest (both before and after judgement) on a daily basis on all sums overdue at the greater of (i) the highest rate permitted by applicable law, or (ii) a rate of 1% per month from the date such sums became due until paid in full. You will also be liable for all reasonable costs and expenses incurred by us in collecting overdue sums.
- 11.6 In addition to the above, and again without prejudice to our other rights hereunder and in law, should you fail to make any payment when due under this Agreement, we shall have the right by notice in writing to suspend the Service and any and all other services being performed by us without liability until the default is made good.

12. Termination

- 12.1 We may terminate the Service forthwith at any time by notice with immediate effect to you if you:
- (a) use, or permit use of, the website, Service or the Software otherwise than in accordance with this Agreement; or
  - (b) fail to pay any sum rightly due hereunder within 30 days of the due date
- 12.2 You may terminate the Service
- (a) at the end of the Subscription Period, or on the Renewal Date thereafter, by providing Bridgeall Libraries Ltd. with at least 3 months notice in writing: or
  - (b) if, within 3 months prior to the Renewal Date, we inform you of an increase to your Subscription Fee for the Renewal which you find unacceptable, you have the option not to renew your Subscription at the end of the current Subscription Period. However, should we, at any point during this period, agree to revert to the current Subscription Fee then you must agree to a Renewal.

- 12.3 No refunds will be paid for termination unless you terminate under Clause 12.2, and termination is during a payment period for which you have already paid, in which case we will refund a pro rata amount to reflect the unexpired portion of the period for which you have pre-paid. are due to be performed or observed following termination including but not limited to Clauses 7.8, 11, 12, 13, 14, 16 and 17 shall survive termination of this Agreement and shall remain in force and effect.
- 12.7 Termination of this Agreement shall not affect the accrued rights and liabilities of the parties arising in any way out of this Agreement. Clauses which due to their nature
- 12.5 On termination or expiry of this Agreement, you shall destroy any downloaded or printed extracts from the website and completely purge any copies of the Software from all of your systems subject always to you retaining your collection management audit trail, all to your satisfaction for which you seek agreement from us.
- 12.6 In regards to multiyear agreements, if the subscription was terminated before the end of the period set forth in this agreement, then the discount applied for previous periods would be payable.
13. Compliance with Laws  
You will comply with all applicable laws and regulations in respect of your use of the Service including but not limited to data protection and privacy laws and regulations. We reserve the right to remove from our systems/records any material, content or data which we reasonably believe may lead to a third party claim against us. To the extent permitted by Tennessee law you will fully and effectively indemnify us in relation to any negligent breach of the terms by you of this Clause 13.
14. Data Protection and Privacy  
By subscribing for the Service, you consent to our retention, use and disclosure of your details solely for the purposes of delivering the Service to you. You are responsible for advising your employees and other users and your customers about how we use information provided to us, and for procuring any necessary consents.
15. This Section is intentionally blank.
16. Availability  
Whilst we will use our commercial reasonable endeavours to ensure that the Service will be available to you (subject to Clause 5), and that data will be held securely and appropriately backed up, no warranties are given in this regard and we specifically do not represent or warrant that:  
(a) the Service will be uninterrupted or error free and you acknowledge and agree that the existence of such errors and/or the occurrence of interruptions shall not constitute a breach of this Agreement; or  
(b) defects out with our control in the Service will be corrected.  
We are not responsible for being blocked by ISPs, firewalls, routers and/or software, devices or equipment of a similar nature over which we have no control where this impacts on the provision of the Service.
17. Passwords and Security  
You shall be responsible for ensuring that any and all usernames and passwords provided to you and/or your employees, agents or other authorised representatives for the purposes of accessing the Service are kept secure and disclosed only to your authorised representatives who have a need to know such usernames and passwords. Without prejudice to the foregoing, you shall ensure that the Service is not used by or on behalf of any person, other than you or any of your employees, agents or other authorised representatives or Permitted Users, who are not authorised to do so. You are entirely responsible for any and all activities that occur in accessing and using the Service using passwords issued to you or your Permitted Users. You shall immediately notify us of any unauthorised use of the Service using your passwords or any other breach of security but to avoid any doubt, we are not liable to you or anyone else for any loss or damage arising from your failure to comply with the above.
18. Confidentiality  
18.1 In the course of the performance of its obligations and exercise of its rights under this Agreement, the Parties both agree that each may acquire information and/or proprietary materials from the other, which information is not generally known in the relevant trade or industry of either party or third parties with which either party conducts or may conduct business. As used in this Agreement, "Confidential Information" means all non-public information disclosed by one party or its agents (the "Disclosing Party") to the other party (the "Receiving Party") that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be

considered as confidential. Confidential Information includes, but is not limited to, (i) non-public information relating to the Disclosing Party's technology, customers, business plans, promotional and marketing materials, statistics, technical information, finances and other business affairs, (ii) third-party information that the Disclosing Party is obligated to keep confidential, and (iii) the contents and provisions contained in this Agreement.

Any information provided by us that is Confidential will be clearly labelled as "Confidential" at the time it is provided. For the avoidance of doubt, we shall not use any of your data in presentation materials (unless the data has been fully anonymised) without your prior written consent.

- 18.2 The Receiving Party shall protect the Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the Confidential Information as The Receiving Party uses to protect its own confidential information of like nature. The Receiving Party shall restrict disclosure of Confidential Information to its employees, agents and assigns with a need to know and shall advise them of the requirements of this Agreement.
- 18.3 Confidential Information does not include any information that: (i) is or becomes publicly available without breach of this Agreement, (ii) can be shown by documentation to have been known to the Receiving Party at the time of its receipt from the Disclosing Party, (iii) is received from a third party who did not acquire or disclose such information by a wrongful or tortious act, or (iv) can be shown by documentation to have been independently developed by the Receiving Party without reference to any Confidential Information; or is a public record pursuant to Tennessee Code Annotated section 10-7-503 or other Tennessee law.
- 18.4 The Receiving Party may use Confidential Information only in pursuance of its business relationship with the Disclosing Party. Except as expressly provided in this Agreement, the Receiving Party will not disclose Confidential Information to anyone without the Disclosing Party's prior written consent. The Receiving Party will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Confidential Information, including, at a minimum, those measures it takes to protect its own confidential information of a similar nature.
- 18.5 The Receiving Party will restrict the possession, knowledge and use of Confidential Information to its employees, agents and assigns (collectively, "Personnel") who (i) have a need to know Confidential Information in connection with the parties' business relationship, and (ii) when requested by the Disclosing Party on a case by case basis, have executed written agreements obligating them to protect the Confidential Information.
- 18.6 The Receiving Party may disclose Confidential Information as required to comply with binding orders of governmental entities that have jurisdiction over it, provided that the Receiving Party: (i) gives the Disclosing Party reasonable written notice to allow the Disclosing Party to seek a protective order or other appropriate remedy, (ii) discloses only such information as is required by the governmental entity, and (iii) uses commercially reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed.
- 18.7 All Confidential Information will remain the exclusive property of the Disclosing Party. The Disclosing Party's disclosure of Confidential Information will not constitute an express or implied grant to the Receiving Party of any rights to or under the Disclosing Party's patents, copyrights, trade secrets, or trademarks or other intellectual property rights.
- 18.8 The Receiving Party will notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement by Receiving Party. The Receiving Party will cooperate with the Disclosing Party in every reasonable way to help the Disclosing Party regain possession of such Confidential Information and prevent its further unauthorized use.
- 18.9 The Receiving Party will return or destroy all tangible materials embodying Confidential Information (in any form and including, without limitation, all summaries, copies and excerpts of Confidential Information) promptly following the Disclosing Party's written request. At the Disclosing Party's option, the Receiving Party will provide written certification of its compliance with this Section.
- 19 Liability
- 19.1 Neither party excludes or limits liability to the other for death or personal injury caused by its negligence. This provision is subject to the Governmental Tort Liability Act limits pursuant to Tennessee Code Annotated section 29-20-101 et seq.
- 19.2 To the extent permitted by Tennessee law in no event shall either party be liable to the other for: (a) loss of use, profits, business, revenue or goodwill; (b) loss of data; (c) loss of savings (whether anticipated or otherwise); and/or (d) indirect, special, punitive, incidental,

exemplary, or consequential loss or damages of any kind arising out of or relating to the Services provided under this Agreement even if such party has been advised of the possibility of such damages.

- 19.3 We warrant that:
- (a) we have the right to license all rights in and to the Software to you, and that the Software supplied by us under this Agreement does not infringe the U.S. intellectual property rights of any third party; and
  - (b) at the Commencement Date, and for the duration of the Agreement, the Service will perform in substantial accordance with the User Guide as set out in the User Guide document. However, you accept that improvements and enhancements to the Service during the Subscription Period may significantly change the User Guide. The sole remedy for breach of the warranty under this clause 19.3(b) shall be correction of Defects by us within a reasonable time from notification by you of the Defect that constitutes such breach. For the purposes of this clause, a "Defect" is an error in the Software or website that causes the Service to fail to operate substantially in accordance with User Guide document.
- 19.4 The sole remedy for a breach of the warranty given in clause 19.3(a) is that we shall defend, hold harmless and indemnify you against all loss, damage, claims, liabilities, fees, costs and expenses arising out of any action brought against you based on a claim that the Service infringes any U.S. intellectual property right of any third party, provided that:
- (a) we shall be notified promptly in writing of any such claim;
  - (b) you shall make no admission or settlement of such claim without our prior written consent;
  - (c) we shall have sole control of the defense and any negotiations for compromise;
  - (d) you shall provide, at our expense, such assistance as we reasonably require
- 19.5 THE WARRANTIES IN CLAUSE 19.3 ARE IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, AND WE MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, BY STATUTE OR OTHERWISE, REGARDING THE SERVICES, SOFTWARE, TECHNOLOGY, INTELLECTUAL PROPERTY, MATERIALS, INFORMATION OR OTHER ITEMS PROVIDED OR MADE AVAILABLE UNDER THIS AGREEMENT, AND HEREBY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 19.6 To the extent permitted by Tennessee law OUR TOTAL LIABILITY UNDER THIS AGREEMENT REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, SHALL NOT EXCEED A SUM EQUAL TO ONE YEAR'S SUBSCRIPTION FEE.
- 19.7 We shall not be liable if you are unable to access the Service or incur problems or loss when using the Service because of any corruption, abuse or incorrect use of the website or usernames and passwords or contravention of the terms of this Agreement (including any use of the Service with equipment or other software which is incompatible) and/ or because of any variation or modification to the website or Software which is unauthorized by us, and/or where the website or Software has been used in contravention of the terms of this Agreement and/or in contravention of the website terms and conditions and/or where the failure is due to factors external to the website and Software including but not limited to damage or environmental conditions and/or failures in other equipment or software and/or where the failure is due to incorrect, inaccurate, out of date or corrupted data supplied by you.
- 19.8 Any delays caused by you shall be added to any estimated timescales for provision of the Service.
- 19.9 We shall effect and maintain with a reputable insurance company professional indemnity insurance in an amount not less than \$1 million.
- 19.10 We shall hold employer's liability insurance in respect of our staff in accordance with any legal requirement for the time being in force.
- 19.11 We shall produce to you, on reasonable prior request, copies of the insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.
20. Dispute Resolution
- 20.1 Each party shall use commercially reasonable efforts to resolve any disputes arising under this Agreement in good faith as soon as practicable. If any dispute cannot be resolved to the

- reasonable satisfaction of the parties within ten (10) days after the dispute arose, either party may elect to escalate the dispute to a representative executive of each party.
- 20.2 If such executives cannot resolve such dispute to their mutual satisfaction within thirty (30) additional days, or such other period of time as mutually agreed upon by such executives, then the parties agree to try in good faith to settle the dispute by mediation administered by the American Arbitration Association ("AAA") under its Commercial Mediation Procedures. Prior to resorting to litigation, each party agrees that it will attend no less than one full day of mediation conducted by the mediator.
- 20.3 Notwithstanding any other provision in this Agreement to the contrary if a dispute arises between the parties concerning any aspect of this Agreement and it cannot be resolved as set forth in 20.1 or 20.2 any party may resort to resolution of the dispute by litigation in the state or federal courts for Kingsport, Sullivan County, Tennessee. The parties waive their right to a jury trial. Mandatory and exclusive venue and jurisdiction for any disputes shall be in state or federal courts for Kingsport, Sullivan County, Tennessee.
- 20.4 Notwithstanding the foregoing, in the event of a violation of (a) a Party's proprietary or confidentiality rights under clause 7, or (b) a party's proprietary or confidentiality rights under clause 18, nothing in this Section shall prohibit either party from immediately applying to a court of competent jurisdiction for a temporary restraining order, preliminary or permanent injunction, or other similar equitable relief. THE PARTIES EXPRESSLY WAIVE THEIR RIGHT TO TRIAL BY JURY FOR ANY ACTION OR PROCEEDING BROUGHT IN RELATION TO THIS AGREEMENT.
21. General
- 21.1 This Agreement constitutes the entire agreement between you and us relating to the use of the Service, the website and the Software and supersedes all other agreements or understandings between us and you.
- 21.2 If any provision in this Agreement is deemed to be illegal or unenforceable the rest of the provisions will remain in full force and effect.
- 21.3 Waiver of any breach or failure to enforce any term of this Agreement will not be deemed a waiver of any breach or right to enforce which may thereafter occur. No waiver may be valid against any party hereto unless made in writing and signed by the party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.
- 21.4 Neither party will be liable for any failure or delay in performing its obligations, in terms of this agreement, due to circumstances beyond its reasonable control
- 21.5 You may not assign this Agreement, in whole or in part, to any third party without our prior written consent.
- 21.6 We are your independent contractor, and are not your employee or agent. Nothing in this Agreement shall render or be construed to make us (including any of our agents, employees or subcontractors) your partners, joint venturers, employees or agents.
- 21.7 Each party acknowledges that it is entering into this Agreement solely on the basis of the agreements and representations contained in this Agreement, and that it has not relied upon any representations, warranties, promises, or inducements of any kind, whether oral or written, and from any source, other than those that are expressly contained within this Agreement. Each party acknowledges that it is a sophisticated business entity and that in entering into this Agreement it has had the opportunity to consult with counsel of its choosing.
- 21.8 Notices to be given by us under this Agreement shall be in writing and may be given by email or otherwise at our discretion and sent to the Designated Contacts within your organization as stated on the offer. Notices by you must be given in writing and sent by either (a) post addressed to us at our address at 1 Ainslie Road, Hillington Park Glasgow, G52 4RU as stated on the Offer or (b) by email to [contact@collectionhq.com](mailto:contact@collectionhq.com) or to such other address as we may notify to you from time to time;
- 21.9 This Agreement shall be governed by, subject to and interpreted in accordance with the laws of the State of Tennessee, without regard to its conflict of laws principles

**Appendix 1  
Service Targets**

Availability	The collectionHQ service will be available 90% of the time 09.00 to 17.00 (your local time) Monday to Friday
--------------	--

Service Incidents	The collectionHQ Support Team will seek to provide an initial response within 24 hours and a follow up within a maximum 48 hours to service incidents and thereafter regularly updated until a resolution is reached. All incidents must be raised initially via our Helpdesk by email to <a href="mailto:support@collectionHQ.com">support@collectionHQ.com</a>
Non-Critical Enquiries	The collectionHQ Support Team will respond to non-critical enquiries within 3 days, deliver an answer within 10 days, and update status every 5 days. A non-critical inquiry is defined as a request for information that has no impact on the service quality if not answered or acted upon promptly.

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

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

ADOPTED this the 21st day of May, 2013.

\_\_\_\_\_  
DENNIS R. PHILLIPS, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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



**AGENDA ACTION FORM**

**Consideration of a Resolution Authorizing the Mayor to Execute an Annual Renewal of Public Library Service Agreement with the Tennessee State Library and Archives for Services via Holston River Regional Library**

To: Board of Mayor and Aldermen  
 From: John G. Campbell, City Manager

A handwritten signature in blue ink, which appears to read "John G. Campbell", is written over the printed name of the City Manager.

Action Form No.: AF- 92-2013  
 Work Session: May 20, 2013  
 First Reading: N/A

Final Adoption: May 21, 2013  
 Staff Work By: H. Whittaker  
 Presentation By: H. Whittaker

**Recommendation:** Approve the resolution.

**Executive Summary:**

These are annual agreements we sign which make us eligible to receive funds for books, online resources (69 electronic databases, 20,724 downloadable audio books, 23,119 downloadable electronic books) professional training from the State Library through the Holston River Regional Library System, the use of the State Library's courier service, use of Holston River Regional Library's automation system and consortium online catalog. This service has no cost associated with it.

**Attachments:**

1. Resolution

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

	Y	N	O
Clark	—	—	—
Joh	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Shupe	—	—	—
Phillips	—	—	—

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

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE ANNUAL RENEWAL OF THE PUBLIC LIBRARY SERVICE AGREEMENT WITH THE TENNESSEE STATE LIBRARY AND ARCHIVES TO RECEIVE FUNDING FOR BOOKS AND TRAINING AND FOR SERVICES THROUGH THE HOLSTON RIVER REGIONAL LIBRARY SYSTEM FOR FISCAL YEAR 2013/2014

WHEREAS, the City of Kingsport is eligible to receive fiscal year 2013/2014 Tennessee State Library and Archives funding for books, online resources and professional training, and use of the courier service, the automation system and internet service through the Holston River Regional Library System; and

WHEREAS, the state recently changed the name of the Regional Library System, from the Watauga Regional Library System to the Holston River Regional Library System, with no change to the services or other terms of the agreement; and

WHEREAS, receipt of the funding and services requires execution of a renewal of the Public Library Service Agreement with the Tennessee State Library and Archives;

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, Section 10 of the Charter of the City of Kingsport, a Public Library Service Agreement with the Tennessee State Library and Archives to receive funding for books, online resources and professional training, and allow use of courier service, the automation system and internet service through the Holston River Regional Library System for fiscal year 2013/2014, and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution, said agreement being as follows:

**2013-2014 PUBLIC LIBRARY SERVICE AGREEMENT**  
**Holston River Regional Library**

**Responsibilities of the Kingsport Public Library**

*The Public Library Board of Trustees will:*

1. Confirm and provide proof (upon request) that the library has been legally established in accordance with Tennessee Code Annotated 10-3-101.
2. Furnish annual documents for participation in the Tennessee State Library and Archives Regional System, including, but not limited to:
  - The Public Library Maintenance of Effort Agreement
  - The Public Library Service Agreement
  - The Official Public Library Service Area Population Agreement
  - County/City and Regional Library Board Appointments and Contact Information
  - The Public Library Annual Statistics Survey
  - Board of Trustees minutes and other reports made to the County and/or City governing body
  - A Long-range Plan for Library Services and Technology
3. Support the allocation of locally appropriated public funds at a level not less than the amount appropriated in the last fiscal year, as well as the expenditure of locally appropriated funds at a level not less than the total amount expended in the last fiscal year. This is referred to as "Maintenance of Effort" (MOE) in various documents and also applies to library operating hours as detailed in item 3 of this document.
4. Maintain a schedule of service hours which best meets the needs of the residents and which will not fall below the level set in the preceding year. Note: Unduplicated branch hours are included in the service hours provided system-wide.

5. Follow all local, state and federal laws and regulations, including, but not limited to, display and provision of the mail-in Application for Voter Registration within the library facilities. (See National Voter Registration Act of 1993) Display posters and provide written material, provided by the Tennessee Division of Elections, educating the public regarding election law changes such as photo identification requirements.
6. Provide basic library services free to the inhabitants of the city or county. Extend the privileges and facilities of the library to persons residing outside the County or City upon such terms as it may deem proper.
7. Adopt written board bylaws and library usage policies and provide copies to the Regional Library.
8. Include Regional Director, or regional designee, in all board meetings as a non-voting participant and provide information related to the meeting and library and board official acts.
9. Participate in trustee continuing education and training provided by the Regional Library and the Tennessee State Library and Archives.
10. Require library director and/or staff participation at a minimum of four Regional Library-sponsored training programs annually.
11. Provide MARC-compatible cataloging records to Agent (statewide catalog database).  
*The following resources, available upon request, will be helpful to public libraries in meeting these responsibilities:*
  - Tennessee Code Annotated, Title 10
  - Tennessee Minimum Standards for Non-Metropolitan Public Libraries, 2003
  - Tennessee Trustee Manual and Tennessee Trustee Toolkit

**Responsibilities of the State Library and Its Regional Offices**

*Subject to availability of resources, the State will:*

1. Provide assistance to County and City officials and library board(s) in developing a unified system of public library service for all residents of the county.
2. Provide professional library consultant services to local public library boards and staff, which may include, but not be limited to:
  - Planning and Development
  - Personnel Management
  - Policy Development
  - Recruitment and Hiring of Library Directors
  - Collection Management
  - Grant Preparation Guidance
  - Automation Guidance
  - Facilities Management and Construction Guidance
3. Upon request, furnish technical and technology assistance to local public library boards and staff, which may include, but not be limited to:
  - Materials Acquisitions
  - Computer Hardware Problem Resolutions
  - Original Cataloging
  - Shared ILS Problem Resolutions
  - Data Collection and Analysis
4. Allocate State funds for a collection of library materials on indefinite loan.
5. Facilitate access to READS (Regional eBook and Audiobook Download System).
6. Provide an annual summer reading program workshop and library participant materials for promotion and implementation.
7. Purchase and maintain a collection of professional materials to support the improvement of library and management skills of local public library boards and staff.
8. Supply statistical information and data pertaining to the operation and use of the library.
9. Regularly provide workshops and training for library boards and staff.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

ADOPTED this the 21st day of May, 2013.

\_\_\_\_\_  
DENNIS R. PHILLIPS, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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



AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Mayor to Execute All Documents to Receive Federal Aviation Administration Grant Funding for Improvement Projects at the Tri-Cities Regional Airport

To: Board of Mayor and Aldermen
From: John G. Campbell, City Manager

Action Form No.: AF-119-2013
Work Session: May 20, 2013
First Reading: N/A
Final Adoption: May 21, 2013
Staff Work By: Campbell, Billingsley
Presentation By: John Campbell

Recommendation: Approve the resolution.

Executive Summary:

This request for authorization is almost identical to the request and approval given last year.

The Tri-Cities Regional Airport expects to be awarded one or more federal grants from the Federal Aviation Administration during the federal fiscal year 2013, according to a letter from Interim Airport Executive Director David Jones, a copy of which is attached. The exact dollar amount or the number of grants is currently unknown. The award of these grants will occur between July and October 2013. The attached resolution authorizes the mayor to execute grant agreements for these grants when and if they become available. This is similar to previous request for preauthorization for grants expected to be received for the airport. According to Executive Director Jones there will be no cost to the city associated with these grants.

Attachments:

- 1. Resolution
2. Letter of May 1, 2013 from David Jones

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

Table with 3 columns: Y, N, O and rows for Clark, Joh, McIntire, Parham, Segelhorst, Shupe, Phillips.

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

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPROVE AND ACCEPT ONE OR MORE FEDERAL FISCAL YEAR 2013 GRANTS THROUGH THE FEDERAL AVIATION ADMINISTRATION FOR PROJECTS AT TRI-CITIES REGIONAL AIRPORT, TNVA

WHEREAS, federal fiscal year 2013 grants may be made available from the U. S. Department of Transportation, Federal Aviation Administration to the Tri-Cities Airport Authority for airport improvements to the Tri-Cities Regional Airport, TNVA; and

WHEREAS, the airport owners are required to formally accept grants and authorize execution of documents relating thereto;

Now therefore,

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

SECTION I. That the grant agreements for the Tri-Cities Airport from the United States of America, acting through the Federal Aviation Administration for the purpose of obtaining federal funds to be used for capital projects at the Tri-Cities Regional Airport are 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, all documents necessary and proper to approve, accept and enter into one or more federal fiscal year 2013 Grant Agreements with the United States of America, acting through the Federal Aviation Administration (FAA) for the purpose of obtaining federal funds to be used for capital projects at the Tri-Cities Regional Airport, TNVA.

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

ADOPTED this the 21st day of May, 2013.

\_\_\_\_\_  
DENNIS R. PHILLIPS, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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



May 1, 2013

Mr. John Campbell, City Manager  
City of Kingsport, Tennessee  
225 West Center Street  
Kingsport, TN 37660

Re: Authorization to Sign Federal Grants for FY 2013

Dear Mr. Campbell:

The Tri-Cities Airport Authority is expecting to be awarded one or more federal grants from the U.S. Department of Transportation, Federal Aviation Administration for airport improvements at the Tri-Cities Regional Airport during the federal fiscal year 2013. The award of these grants will occur between July 2013 and October 2013. The U.S. Department of Transportation has not yet determined the exact dollar amount or number of these grants.

The Airport Authority is currently working with the FAA to finalize the transition from an Airport Commission to an Airport Authority. The airport anticipates this taking place within the next two months. In the meantime, the Airport Authority would like to be placed on your **May 21, 2013** meeting agenda to assure that the airport can accept the FAA grant funds. If the FAA approval, regarding the Airport Authority, is received before the schedule meeting, then I will notify you with a request to be removed from your meeting agenda.

As one of the owners of the Tri-Cities Regional Airport, it will be necessary for City of Kingsport, Tennessee to approve a resolution authorizing the Mayor to sign the grant agreement(s), if necessary. As usual, there will be no cost to the City of Kingsport, Tennessee associated with these grants.

Please contact me if you need any additional information at this time. Thank you for your assistance in this matter.

Sincerely,

David Jones  
Interim Executive Director

Enclosure – Suggested Resolution

c: Mr. Ken Maness, TCAA  
Mr. J. Parker Smith, TCAA



**AGENDA ACTION FORM**

**Consideration of a Resolution Authorizing the Disposal of the Existing Recycling Bins**

To: Board of Mayor and Aldermen  
 From: John G. Campbell, City Manager

Action Form No.: AF-129-2013  
 Work Session: May 20, 2013  
 First Reading: NA

Final Adoption: May 21, 2013  
 Staff Work By: R. McReynolds/J. Demming  
 Presentation By: Ryan McReynolds

**Recommendation:** Approve the resolution.

**Executive Summary:**

The City of Kingsport's new automated recycling program will begin on Monday, June 3, 2013. This program utilizes a 96 gallon recycle cart replacing the existing 18 gallon recycle bin. Individually, the 18 gallon recycle bins are of nominal value and as a whole, the cost of collection and management of the bins is believed to be greater than the value of the bins. We request the following action be approved for the existing 18 gallon bins: 1.) allow the resident to keep the bin; or 2.) allow the resident to place the 18 gallon bin in the 96 gallon cart for recycling purposes.

**Attachments:**

1. Resolution
2. Letter

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

	Y	N	O
Clark	—	—	—
Joh	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Shupe	—	—	—
Phillips	—	—	—

A RESOLUTION DECLARING THE EXISTING 18 GALLON RECYCLING BINS AS SURPLUS PERSONAL PROPERTY; FINDING THE BINS TO BE OF NOMINAL VALUE AND AUTHORIZING THE DISPOSAL OF THE EXISTING 18 GALLON RECYCLING BINS BY LEAVING THEM WITH THE RESIDENCE WHERE THE BINS ARE LOCATED

WHEREAS, they city recently authorized the purchase of 96 gallon recycling carts to replace the current 18 gallon recycling bins used by the residents of Kingsport; and

WHEREAS, the city recorder has determined that the fair market value of the 18 gallon recycling bins are of nominal value, and the cost of collection is estimated to be more than the value of the bins; and

WHEREAS, the city recorder recommends the disposal of the current 18 gallon bins by allowing the property owner to keep the bin or allow the bin to be placed in the 96 gallon cart for recycling purposes;

Now therefore,

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

SECTION I. That the board adopts the findings of the city recorder and the 18 gallon recycling bins are declared surplus and the disposal of the 18 gallon recycling bins by allowing the property owner to keep the 18 gallon recycling bins or allow the bins to be placed in the 96 gallon cart for recycling purposes is approved.

SECTION II. That the board finds that the cost of collecting the bins for disposal will be more than the value of the bins and 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 the board finds that the actions authorized by this resolution are for a public purpose and will promote the health, comfort and prosperity of the citizens of the city.

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

ADOPTED this the 21st day of May, 2013.

\_\_\_\_\_  
DENNIS R. PHILLIPS, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

MEMORANDUM

TO: Board of Mayor and Aldermen  
FROM: James H. Demming, City Recorder   
DATE: May 15, 2013  
SUBJECT: Surplus Recycling Bins

The City of Kingsport is implementing its' new automated recycling program within the next few weeks. The new program will provide the resident a larger container (96 gallon cart) to use to dispose of their recyclable materials. The existing recycling containers (approx. 10,000 18 gallon bins) will no longer be usable with the new automated equipment and are therefore considered surplus property.

The value of the individual surplus bin is considered to be nominal, and as a whole, the costs of managing and collecting the existing bins are believed to be greater than their residual value.

Therefore, to dispose of these existing 18 gallon recycling bins, it is recommended that residents that currently have possession of these bins be allowed to keep the bins for their use or to return the bins to the City for recycling purposes.

If additional information is needed, please advise.



**AGENDA ACTION FORM**

**Consideration of a Resolution Awarding the Bid for the Purchase of one (1) Utility Body Equipped Truck to Empire Ford, Inc.**

To: Board of Mayor and Aldermen  
 From: John G. Campbell, City Manager

Action Form No.: AF-131-2013  
 Work Session: May 20, 2013  
 First Reading: N/A  
 Final Adoption: May 21, 2013  
 Staff Work By: Committee  
 Presentation By: R. McReynolds, S. Hightower

**Recommendation:** Approve the Resolution

**Executive Summary:** Bids were opened on May 8, 2013 for the purchase of one Utility Body Equipped Truck for use at the Wastewater Plant. The advertisement for the Invitation to Bid was published in the Kingsport Times News on April 17, 2013 and placed on our website for 22 calendar days. It is the recommendation of the committee to accept the alternate bid from Empire Ford, Inc. for one each 2014 Ford F450 4X4 w/Stahl utility bed with crane as follows:

	\$53,427.00	Unit Cost
	\$13,849.00	Option B (Stahl crane)
Less	<u>\$1,000.00</u>	Trade-In allowance vehicle # 1155
	\$66,276.00	Total Purchase Cost

Funding is identified in Account # 51150085019010

**Attachments:**

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

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

**BIFUEL / PROPANE**

	<u>Y</u>	<u>N</u>	<u>O</u>
Clark	—	—	—
Joh	—	—	—
McIntire	—	—	—
Segelhorst	—	—	—
Parham	—	—	—
Shupe	—	—	—
Phillips	—	—	—

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

A RESOLUTION AWARDING THE BID FOR THE PURCHASE  
OF ONE UTILITY BODY EQUIPPED TRUCK TO EMPIRE FORD,  
INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE  
A PURCHASE ORDER FOR THE SAME

WHEREAS, bids were opened May 8, 2013 for the purchase of one (1) utility body equipped truck for the use at the Wastewater Plant; and

WHEREAS, the city will receive \$1,000.00 for a trade-in allowance for vehicle #1155; and

WHEREAS, upon review of the bids, the board finds Empire Ford, Inc. is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to purchase one (1) 2014 Ford F450 4X4 w/Stahl utility bed with crane truck from Empire Ford, Inc., at a total purchase cost of \$66,276.00 which includes the deduction of the \$1,000.00 trade-in allowance; and

WHEREAS, funding is identified in account #51150085019010.

Now therefore,

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

SECTION I. That the bid for the purchase of one (1) 2014 Ford F450 4X4 w/Stahl utility bed with crane truck at a total purchase cost of \$66,276.00, which includes the deduction of the \$1,000.00 trade-in allowance, is awarded to Empire Ford, Inc., and the city manager is authorized to execute a purchase order for same.

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

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

ADOPTED this the 21st day of May, 2013.

\_\_\_\_\_  
DENNIS R. PHILLIPS, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

MINUTES  
 BID OPENING  
 May 8, 2013  
 4:00 P.M.

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

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

The Procurement Manager opened with the following bids:

UTILITY BODY EQUIPPED TRUCK						
Vendor:	Qty.:	Unit Cost:	Option B:	Trade-In Allowance:	Make/Model:	
Golden Circle Ford (Alternate bid)	1	\$62,054.00	\$15,995.00	#1155-\$1,000.00	2014 Ford F450. Specs. show as 2013 but will be 2014 alternate bid.	
Fairway Ford	1	No Bid	N/A	N/A	No Bid 2013 balanced out. 2014 pricing not available.	
Empire Ford	1	\$53,150.00	\$14,801.00	#1155-\$1,000.00	2014 Ford F450 4x4 with service body etc knupheid	
Empire Ford (alternate bid)	1	\$53,150.00 Add \$277.00	<-\$952.00> Deduct	N/A	Kingsport Iron and Metal with utility bed and truck	

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



FLEET MAINTENANCE DIVISION

City of Kingsport, Tennessee

Memo

To: Brent Morelock, Assistant Procurement Manager
From: Steve Hightower, Fleet Manager
Date: May 14, 2013
Re: 4x4 Cab Chassis with Utility Body and Crane Purchase Recommendation

This will confirm my review and recommendation to purchase the low compliant alternate bid of the following vendor. It is additionally recommended to accept the trade in offering and Option B/ Crane. The bid offerings were reviewed with the Waste Water Plant Manager, Nikki Ensor, who is in agreement with this recommendation.

Table with 5 columns: Item, Quantity, Description, Award to Vendor, Fuel Economy. Row 1: 1, 1, 4x4 Cab Chassis w Utility Body, Empire Ford, 12 City/ 16 Hwy

Low Compliant Bidder

Fuel Economy Improvement The new unit will be Bi Fuel propane/ gasoline powered and is expected to provide considerable fuel savings as well as being environmentally friendly over its expected life in the City fleet.

- 1. Trade in:
a. #1155 1999 Ford F450 Stake Body - 215,169 miles - 8.21 MPG
i. Fuel Savings per unit: Estimated at 100,000 miles \$3,000 - \$6,000
2. New Unit Origin of Manufacture:
a. Cab/ Chassis - Louisville, Kentucky
i. 60% Domestic/ 40% Foreign Materials
ii. Engine - USA
iii. Transmission - USA
b. Body: Kingsport Iron & Metal - Kingsport, TN
i. 90% Domestic/ 10% Foreign Materials
3. New Unit Purchase Dealer:
a. Cab/ Chassis/ Body - Empire Ford - Abingdon, VA

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



**From:** Ensor, Niki  
**Sent:** Wednesday, May 15, 2013 11:18 AM  
**To:** Hightower, Steve  
**Subject:** Bid recommendation - Utility Body Truck

I have reviewed the bid documents for utility body truck and I am in agreement with your recommendation.

Thanks

*Niki Ensor  
City of Kingsport  
W/WW Facilities Manager  
(423) 224-2487*



**AGENDA ACTION FORM**

**Consideration of a Resolution Awarding the Bid for the Purchase of two (2) One Ton Stake Bed Trucks to Empire Ford, Inc.**

To: Board of Mayor and Aldermen  
 From: *John G. Campbell*  
 John G. Campbell, City Manager

Action Form No.: AF-132-2013  
 Work Session: May 20, 2013  
 First Reading: N/A  
 Final Adoption: May 21, 2013  
 Staff Work By: Committee  
 Presentation By: R. McReynolds, S. Hightower

**Recommendation:** Approve the Resolution

**Executive Summary:** Bids were opened on May 8, 2013 for the purchase of two One Ton Stake Bed Trucks for use at the Transportation Department. The advertisement for the Invitation to Bid was published in the Kingsport Times News on April 17, 2013 and placed on our website for 22 calendar days. It is the recommendation of the committee to accept the low compliant bid from Empire Ford, Inc. for two each 2014 Ford F350 4X2 w/ C&C Flat Bed as follows:

	\$45,306.00	Unit Cost
	\$4,341.00	Option A (Post Puller)
Less	\$1,000.00	Trade-In allowance vehicle # 1409
Less	<u>\$500.00</u>	Trade-In Allowance vehicle # 1265
	\$97,794.00	Total Purchase Cost

Funding is identified in Account # 51150085019010

**Attachments:**

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

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

*BIFUEL PROPANE*

	<u>Y</u>	<u>N</u>	<u>O</u>
Clark	—	—	—
Joh	—	—	—
McIntire	—	—	—
Segelhorst	—	—	—
Parham	—	—	—
Shupe	—	—	—
Phillips	—	—	—

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

A RESOLUTION AWARDING THE BID FOR THE PURCHASE OF TWO ONE TON STAKE BED TRUCKS TO EMPIRE FORD, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

WHEREAS, bids were opened May 8, 2013 for the purchase of two (2) one ton stake bed trucks for the use at the Transportation Department; and

WHEREAS, the city will receive \$1,000.00 for a trade-in allowance for vehicle #1409 and a trade-in allowance of \$500.00 for vehicle #1265; and

WHEREAS, upon review of the bids, the board finds Empire Ford, 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 two (2) 2014 Ford F350 4X2 w/ C&C Flat Bed one ton stake bed trucks from Empire Ford, Inc., at a total purchase cost of \$97,794.00 which includes the deduction of the \$1,500.00 trade-in allowance; and

WHEREAS, funding is identified in account #51150085019010.

Now therefore,

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

SECTION I. That the bid for the purchase of two (2) 2014 Ford F350 4X2 w/ C&C Flat Bed one ton stake bed trucks at a total purchase cost of \$97,794.00, which includes the deduction of the \$1,500.00 trade-in allowance, is awarded to Empire Ford, Inc., and the city manager is authorized to execute a purchase order for same.

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

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

ADOPTED this the 21st day of May, 2013.

\_\_\_\_\_  
DENNIS R. PHILLIPS, MAYOR

ATTEST:

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

APPROVED AS TO FORM:  
  
\_\_\_\_\_

MINUTES  
 BID OPENING  
 May 8, 2013  
 4:00 P.M.

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

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

The Procurement Manager opened with the following bids:

1 TON STAKE BED TRUCKS						
Vendor:	Qty.:	Unit Cost:	Option A:	Trade-In Allowance:	Delivery Time:	Make/Model:
Golden Circle Ford (Alternate Bid)	2	\$54,340.00	N/A	#1409-\$3,000.00 #1265 - \$1,000.00	180 Days	2014 Ford F350. Specs. show 2013 but will be 2014 alternate bid.
Fairway Ford	2	No Bid	N/A	N/A	N/A	2013 Models balanced out. 2014 pricing not available.
Empire Ford	2	\$45,306.00	\$4,341.00	#1409- \$1,000.00 #1265 - \$500.00	60-90 Days	2014 Ford F350 4x2 12' Flat Bed, see Specs.

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



FLEET MAINTENANCE DIVISION

City of Kingsport, Tennessee

Memo

To: Brent Morelock, Assistant Procurement Manager
From: Steve Hightower, Fleet Manager
Date: May 14, 2013
Re: Stake Body Truck Purchase Recommendation

This will confirm my review and recommendation to purchase the low compliant bid of the following vendor and accept the trade in offering. It is also requested to accept Option A. This recommendation has been discussed with the Department Head, Tim Elsea, and he is agreement with this course of action.

Table with 5 columns: Item, Quantity, Description, Award to Vendor, Fuel Economy. Row 1: 1, 2, 2014 Ford F350 w Post Puller, Empire Ford, 8/10 MPG

Low Compliant Bidder

Fuel Economy Improvement The new units will be Bi Fuel propane/ gasoline powered and are expected to provide considerable fuel savings as well as being environmentally friendly over its expected life in the City fleet.

- 1. Trade in(s):
a. #1409 1999 Ford F450 Stake Body - 131,468 miles - 10 MPG
b. #1265 1996 Ford F150 Pickup Truck - 154,586 miles - 11.6 MPG
i. Fuel Savings per unit: Estimated at 100,000 miles \$3,000 - \$6,000

- 2. New Unit Origin of Manufacture:
a. Cab/ Chassis - Louisville, Kentucky
i. 60% Domestic/ 40% Foreign Materials
ii. Engine - USA
iii. Transmission - USA
b. Body: O.G Hughes - Knoxville, TN
i. 90% Domestic/ 10% Foreign Materials

- 3. New Unit Purchase Dealer:
a. Cab/ Chassis/ Body - Empire Ford - Abingdon, VA

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

Thank You.



**From:** Elsea, Tim  
**Sent:** Tuesday, May 14, 2013 10:54 AM  
**To:** Hightower, Steve  
**Subject:** Stakebed Trucks

Steve,

I am in support of you moving forward with the recommendation to award bid for (2) F-350 stakebed trucks to Empire Ford.

Thanks,

Timothy Elsea, PE  
City of Kingsport Tennessee  
Traffic Engineering Manager  
(423) 224-2426



**AGENDA ACTION FORM**

**Consideration of A Resolution Authorizing the Superintendent of Schools to Sign all Applicable Documents Relating to HEAL Appalachia Community Grant Program Contract**

To: Board of Mayor and Aldermen  
 From: John C. Campbell, City Manager

Action Form No.: AF-118-2013  
 Work Session: May 20, 2013  
 First Reading: N/A

Final Adoption: May 21, 2013  
 Staff Work By: David Frye  
 Presentation By: David Frye

**Recommendation:** Approve the resolution

**Executive Summary:**

Kingsport City Schools has been awarded a \$2,000 grant from HEAL (Healthy Eating Active Living) Appalachia Community Grant Program. This is a one-year grant that will provide a math and movement program at Kennedy and Lincoln Elementary Schools. The total cost of the program is \$7,000, with the balance to be funded by the coordinated health grant.

**Attachments:**

- 1. Resolution

	<u>Y</u>	<u>N</u>	<u>O</u>
Clark	—	—	—
Joh	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Shupe	—	—	—
Phillips	—	—	—

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

A RESOLUTION APPROVING RECEIPT OF A GRANT AND AUTHORIZING THE SUPERINTENDENT OF SCHOOLS TO EXECUTE AN AGREEMENT AND ALL DOCUMENTS NECESSARY AND PROPER TO RECEIVE A HEAL GRANT FROM THE APPALACHIA COMMUNITY GRANT PROGRAM FOR THE CITY SCHOOLS

WHEREAS, Kingsport City Schools has been awarded a HEAL (Healthy Eating Active Living) grant, administered through the Appalachia Community Grant Program; and

WHEREAS, the grant in the amount of \$2,000.00 will assist in providing a math and movement program at Kennedy and Lincoln Elementary Schools; and

WHEREAS, the total amount of the math and movement program is \$7,000.00 and the balance of \$5,000.00 will be funded by the coordinated health grant from the State of Tennessee currently included in the schools yearly budget.

Now therefore,

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

SECTION I. That receipt of a HEAL (Healthy Eating Active Living) grant, administered through the Appalachia Community Grant Program is approved.

SECTION II. That the Superintendent of Schools is authorized to sign an agreement and all documents necessary and proper to receive a HEAL (Healthy Eating Active Living) grant, administered through the Appalachia Community Grant Program to provide a math and movement program at Kennedy and Lincoln Elementary Schools in the amount of \$2,000.00 requiring the balance of \$5,000.00 to be funded by the coordinated health grant, and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the grant or this resolution, said grant contract being as follows:

HEAL  
*Healthy eating active living*  
APPALACHIA  
HEAL Appalachia Community Grants Program  
Grant Contract

**Period of Grant:** May 1<sup>st</sup>, 2013-April 30<sup>th</sup>, 2014  
**Grantee:** Kingsport City Schools-Math & Health Curriculum & Instruction  
**Coordinators**  
**Project Director:**  
**Project Title:** \_\_\_\_\_  
Math & Movement

Mountain States Health Alliance d/b/a HEAL Appalachia does hereby grant Kingsport City Schools - Math & Health Curriculum & Instruction Coordinators ("Grantee") funding in the amount of \$2,000 ("Grant Funds") subject to the following terms and conditions ("Grant Contract").

1. Community Grant Project:

A. Unless otherwise stated herein, the Community Grant Project ("Project"), which is the subject of this Grant Contract, shall be implemented as described in Grantee's grant application to HEAL Appalachia. Additionally, the Grant Funds shall be expended as set forth

in the Grantee's grant application. A copy of the Grant Application is attached hereto as "Exhibit A" and made a part hereof for all purposes. To the extent that the terms of this Grant Contract conflict with the terms of "Exhibit A," the terms of this Grant Contract shall prevail.

B. No changes or modifications to the Project, including but not limited to the Budget, may be made without the prior written approval of HEAL Appalachia.

**2. Termination and Early Termination of Grant:**

A. This Grant Contract shall be effective as of the date hereof and shall terminate on April 30, 2014, unless otherwise approved by HEAL Appalachia.

B. If either party should fail to perform or be in breach of any of the terms, conditions, or agreements contained in this Grant Contract, or anticipatory breach this Agreement, and such default is not curable, or if such default is curable but remains uncured for a period of 30 days after written notice thereof has been given to the defaulting party, the other party, at its sole election, may immediately terminate this Grant Contract by written notice thereof to the defaulting party. In the event of an early termination due to a breach by Grantee, Grantee shall reimburse HEAL Appalachia all unspent funds as of the termination date. The provisions of this Section 2.B will not preclude the parties from seeking any other remedies that may be available under this Grant Contract and applicable by law.

**3. Reports/Submissions Items and Right to Audit:**

A. A 6-Month Progress Report shall be due on December 15, 2013, which shall use the outline attached hereto as "Exhibit B" and include, but not be limited to, the following information: a reasonably-detailed accounting of Grant Funds spent to date; progress made toward meeting objectives outlined in Grantee grant application; and a notice or receipt of other sources of support for the Project.

B. Within 30 days following the expiration or early termination of the Project, a Final Report, using the outline attached hereto as "Exhibit C," shall be due. In addition to the information referenced in Section 3.A, the Final Report must include a reasonably detailed accounting of Grant Funds expended during the term of this Grant Contract.

C. Any and all surveys or other items submitted by HEAL Appalachia to Grantee for completion regarding this Project must be completed no more than 30 days following the expiration or early termination of the Project.

D. Grantee agrees to maintain accurate and complete records of the expenditure of the Grant Funds and agrees that HEAL Appalachia may conduct an audit of such records at any time reasonably requested by HEAL Appalachia.

E. Notwithstanding the provisions of Section 2.8 and 4.B, in the event that Grantee does not provide HEAL Appalachia with the above-referenced reports and surveys within the stated time frames, HEAL Appalachia shall be entitled to terminate this Grant Contract immediately and receive a full reimbursement of the Grant Funds from Grantee.

**4. Credit to HEAL Appalachia**

A. Funds awarded by HEAL Appalachia must be given appropriate credit in publication and marketing materials developed by the grantee. Therefore, an organization receiving funds or support must give credit to HEAL Appalachia in all advertising, news releases, printed materials, and promotion and publicity. This credit should be prominently positioned in the lower right hand corner, or as approved by the Grant Administrator, and include the HEAL Appalachia logo. Failure to provide appropriate credit may result in reduction or cancellation of grant funds. Grantee agrees to utilize any promotional materials provided directly by HEAL Appalachia for use at public events (banners, posters, brochures, etc.).

**5. Grant Payments and Remittance of Unspent Grant Funds:**

A. Grant Funds shall be payable in one installment. The payment shall be made to Grantee upon receipt of this Grant Contract fully executed and W-9.

B. Within 30 days after the expiration or early termination of the Grant Contract, Grantee shall remit to HEAL Appalachia all unspent Grant funds,

**6. Non-Guarantee of Additional Support**

A. This Project is accepted by Grantee with the understanding that HEAL Appalachia and/or Mountain States Health Alliance is not obligated to provide any additional financial support, or other support, to Grantee, its agents or spoke persons, in connection with the Project, the Grant Contract, or for any other reason.

**7. Non-Endorsement:**

A. It is expressly agreed and understood by the parties hereto that HEAL Appalachia's grant hereunder shall not constitute an endorsement by HEAL Appalachia or Mountain States Health Alliance of any entity, organization, company or individual, nor the products, actions, behavior or conduct of any entity, organization, company or individual and any negligent or

intentional misrepresentation by Grantee to the contrary, in any context and in any forum, shall constitute a material breach of this Agreement, and the same shall be grounds for immediate termination of this Agreement by HEAL Appalachia. In the event of any such misrepresentation, HEAL Appalachia may require Grantee to publicly acknowledge the misrepresentation in a like forum in which the misrepresentation was made. It is agreed that in the event of a breach of this provision, damages may not be an adequate remedy, and HEAL Appalachia shall be entitled to whatever other remedies are available under applicable law.

8. Governmental Compliance:

A, Grantee will cooperate with HEAL Appalachia in supplying additional information to HEAL Appalachia, or in complying with any procedures which might be required by any governmental agency in order for HEAL Appalachia to establish that it has observed all requirements of the law with respect to this Project.

9. Authority:

A. All persons executing this Grant Contract certify and warrant that they have the capacity and have been duly authorized to execute this Grant Contract on behalf of the entities so indicated and that no additional authorization or approval is required.

10. Indemnity:

A. Grantee acknowledges that as between the parties to this Grant Contract, it is solely responsible for any liabilities that may arise in connection with the Project. To the extent not prohibited under the state and local laws which govern each party, such party agrees to indemnify and hold the other harmless from and against any and all costs, losses or expenses, including reasonable attorneys' fees, that the other party may incur by reason of the indemnifying party's negligence or misconduct or by reason of any third-party claim or suit arising out of or in connection with the indemnifying party's performance or failure to perform pursuant to this Grant Contract.

11. Dispute Resolution:

A. In the event of any dispute arising out of this Grant Contract, the parties shall use good faith efforts to resolve their differences amicably. In the event they are unsuccessful, the parties agree not to commence litigation until attempting to resolve their dispute through mediation. Either party may initiate the mediation process with 30 days' prior written notice to the other party. The dispute shall be submitted to mediation in Johnson City, Tennessee. Costs of mediation shall be borne equally by the parties. Mediation of the dispute shall be completed within 15 days of commencement, unless the parties extend the time impasse. Notwithstanding the above, in the event that HEAL Appalachia believes that immediate injunctive relief is required to protect Mountain States Health Alliance, HEAL Appalachia may invoke immediate powers of the appropriate court of law without the requirement to first mediate the dispute.

12. Entire Agreement:

A. This Grant Contract supersedes any prior understandings or oral agreements between the parties regarding the subject matter hereof and constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof, and there are no agreements, understandings, representations or warranties among parties other than those set forth herein.

13. Governing Law and Venue:

A. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. Any dispute arising out of or in connection with this Agreement that is not resolved under Section 10 shall be filed and heard in the state or federal courts of Kingsport, Tennessee and the parties consent to the exclusive jurisdiction of such courts.

14. Consent to Obtain and Use Photographs and Images

A. I authorize Mountain States Health Alliance, its staff or appointed agent, to photograph(s) or make video recordings of this grant recipient representatives. Said photographs may be used in whole, in part, or in composite form as combined with other photograph(s), either in original or enhance color or black-and-white form, with no restriction as to changes, blurring, alterations, distortions or other manipulations, either intentional or accidental. I understand that I have the right to request that the taking of images stop at any time and that I may revoke this consent in writing. This consent is only good for the purpose being authorized at this time.

B. By this authorization, I release Mountain States Health Alliance, its agents or assigns, licensees, successors in interest and legal representatives and grant them the irrevocable right and permission to copyright, use, re-use, publish and re-publish photograph(s) of my program or in which my program may be included. Said use and publication may be by

printed matter or by electronic composition and transmission, including Internet or other electronic use or dissemination but only for the purposes identified above and in accordance with applicable Mountain States policies, state and federal regulations.

C. I consent to the use of printed or audio portions used in conjunction with the photograph and hereby waive any right I have to inspect or approve finished productions, publications, electronic pages or other published forms and uses of the photograph(s) herein authorized.

This Project is expressly conditional upon Grantees acceptance of the terms and conditions set forth above. The signature on this Grant Contract by an authorized representative of Grantee represents Grantee's acceptance of this award and agreement to comply with all of the above terms and conditions,

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 21st day of May, 2013.

\_\_\_\_\_  
DENNIS R. PHILLIPS, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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



AGENDA ACTION FORM

**Consideration of a Resolution Ratifying the Mayor’s Signature on all Documents Necessary and Proper to Enter Into an Agreement with The American Red Cross to provide Learn to Swim Classes, Lifeguard Training Classes, Water Safety Instructor Classes and CPR and First Aid classes at the Kingsport Aquatic Center**

To: Board of Mayor and Aldermen  
From: John G. Campbell, City Manager

Action Form No.: AF- 122-2013  
Work Session: May 20, 2013  
First Reading: May 21, 2013

Final Adoption: May 21, 2013  
Staff Work By: Kari Matheny  
Presentation By: Chris McCart

**Recommendation:** Approve the Resolution

**Executive Summary:**

In order to meet the timeline of the American Red Cross and Opening of the Kingsport Aquatic Center, it was necessary to obtain the Mayor’s signature for an Authorized Provider Agreement. This allowed the certification of lifeguards at the facility prior to opening the Aquatic Center. In addition to lifeguard training courses, staff will provide comprehensive programming to area residents at the Kingsport Aquatic Center by offering swimming lessons, water safety classes, and CPR & First Aid classes. The American Red Cross offers all of these courses under their name by extending authorization to providers of these courses. They provide these courses and instructional material for a fee based on participation numbers. It is staff recommendation to enter into an agreement to become one of these providers in order to offer a full service aquatic center as well as meet revenue projections by offering multiple high quality classes.

**Attachments:**

- 1. Resolution

Funding is available: 419-5019-501.20-43

	Y	N	O
Clark	—	—	—
Joh	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Shupe	—	—	—
Phillips	—	—	—

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

A RESOLUTION RATIFYING THE MAYOR'S SIGNATURE ON THE AGREEMENT WITH THE AMERICAN RED CROSS TO PROVIDE TRAINING CLASSES AT THE KINGSPORT AQUATIC CENTER AND AUTHORIZING THE MAYOR TO EXECUTE ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, in order to timely open the Kingsport Aquatic Center, it was necessary to obtain the mayor's signature for an Authorized Provider Agreement; and

WHEREAS, the agreement allowed instruction in Learn to Swim Classes, Lifeguard Training Classes, Water Safety Instructor Classes, CPR and First Aid Classes to certify lifeguards prior to the opening of the Kingsport Aquatic Center; and

WHEREAS, the agreement also provides for future comprehensive programming to area residents at the Kingsport Aquatic Center by offering swimming lessons, water safety classes, and CPR & First Aid classes; and

WHEREAS, the American Red Cross provides these courses and instructional material for a fee based on participation numbers, and funding is available in account number 419-5019-501.20-43.

Now therefore,

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

SECTION I. That the Authorized Provider Agreement with the American Red Cross to provide training and classes to the lifeguards and city residents at the Kingsport Aquatic Center is ratified, including the execution of the same by Mayor Dennis R. Phillips.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an Authorized Provider Agreement with the American Red Cross to provide training and classes to the lifeguards and city residents at the Kingsport Aquatic Center, and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution, said agreement being as follows:

**American  
Red Cross**

Preparedness and Health and Safety Services

Authorized Provider Agreement

This Authorized Provider Agreement ("Agreement") is made by and between the American National Red Cross ("Red Cross") and the party listed on Appendix A (the "AP") in order to permit AP's Red Cross certified instructors ("Instructors") to teach the Red Cross training courses ("Courses") specified in Appendix B within AP's organization.

1. **AP Responsibilities.** In connection with offering the Courses, AP agrees that it will:

- 1.1. Require its Instructors to maintain Red Cross certifications appropriate for the Courses they will be teaching;
  - 1.2. Promptly notify Red Cross of additions and deletions to AP's roster of Instructors as listed on Appendix C;
  - 1.3. Obtain Red Cross confirmation of the certification status of new AP Instructors before permitting such Instructors to teach a Course;
  - 1.4. Be responsible for the oversight of AP's Instructors and require that they teach Courses using Red Cross course materials ("Course Materials"), and offer Courses in accordance with the then-current Red Cross AP Resource Guide, policies and procedures (collectively, the "Policies");
  - 1.5. Permit Red Cross to perform random observations of AP's Courses;
  - 1.6. Notify the Red Cross of all scheduled Courses at least three (3) business days before the scheduled Course start date;
  - 1.7. Enter training records and required information into the Learning Management System ("LMS") or any successor system within ten (10) calendar days of Course completion (the "Course Records");
  - 1.8. Pay the required fees in connection with all Courses;
  - 1.9.; No provision of the Agreement shall act or be deemed a waiver by the City of any immunity, its rights or privileges as a sovereign entity, or of any provision of the Tennessee Governmental Liability Act, *Tenn. Code Anno. §29-20-101 et seq.* and
  - 1.10. Teach the Courses solely within the AP's organization at the facilities set forth in Appendix D.
2. Red Cross Responsibilities. To facilitate AP's Course offerings, Red Cross agrees that it will:
    - 2.1. Make Red Cross training and Course Materials available to AP's Instructors meeting Red Cross training prerequisites;
    - 2.2. Approve properly submitted Course Records and provide certifications for Courses, if applicable;
    - 2.3. Provide AP with access to Red Cross electronic resources allowing AP to notify the Red Cross of dates, times and locations of each Course, enter Course Records and print Course certificates.
  3. **Term and Termination.**
    - 3.1. This Agreement will be effective as of the Effective Date listed in Appendix A and ends on the day before the thirty six (36) month anniversary thereof, unless earlier terminated as provided below.
    - 3.2. Either party may terminate this Agreement with thirty (30) calendar days advance written notice to the other party.
    - 3.3. Red Cross reserves the right to immediately terminate this Agreement if AP does not abide by the terms of this Agreement or the Policies.
    - 3.4. Following termination, the parties are still obligated to follow the provisions of Sections 4, 5, 6 and 8 indefinitely.
  4. Fees and Invoicing.
    - 4.1. AP will comply with the AP Resource Guide's preferred payment options, such as prepay, credit card, check, money order and bank transfer.
    - 4.2. Fees are set forth on Appendix B. Red Cross will not process invoices for any amount less than five hundred dollars (\$500). Payment terms are net thirty (30) days. Red Cross reserves the right to change its fees and payment processes in its sole discretion upon thirty (30) days advance notice of such changes. If the AP does not agree to such changes, it has the right to terminate the Agreement pursuant to Section 3.
    - 4.3. If the Red Cross determines that any course offered by the AP and/or its Instructors is not taught in accordance with Red Cross Policies, the AP is responsible for any costs associated with the retraining of course participants. Red Cross, in its sole discretion, will determine the appropriate party to conduct the retraining, which may include the AP or any Red Cross employee, volunteer, LTP or AP.

5. Notices. Each party's contact for notices under this Agreement is listed on Appendix A.
6. Confidentiality and Intellectual Property.
  - 6.1. Except as required by applicable law or otherwise provided herein, each party shall maintain the confidentiality of all provisions of this Agreement or other confidential information, documents and materials received for the purposes of this Agreement.
  - 6.2. Red Cross is the owner of various trade names, trademarks, Course Materials and other copyrighted and proprietary content ("Red Cross IP"). Subject to the terms and conditions of this Agreement, Red Cross hereby grants AP a limited and non-exclusive license to use the Red Cross IP solely in connection with the Agreement and such license may not be assigned or sub-licensed. Course Materials may be downloaded, reused or purchased; however, AP agrees not to revise, edit or create derivative works of any Course Materials or Red Cross proprietary content, in whole or in part, unless specifically approved in writing by the Red Cross. AP acknowledges and agrees that (1) the Red Cross IP is a valuable asset of Red Cross and substantial recognition and goodwill are associated with the Red Cross IP, (2) the license granted hereunder does not constitute a transfer to AP of any ownership rights in the Red Cross Marks, and (3) AP's use of the Red Cross IP shall inure solely to the benefit of Red Cross. Upon conclusion of this Agreement, any and all licenses granted to use the Red Cross IP will terminate immediately.
7. Entire Agreement, Amendments, and Assignments. Concerning the subject matter hereof, this Agreement and the Policies referenced herein constitute the entire agreement between the parties and supersedes all prior agreements and understandings between the parties. This Agreement shall not be amended, modified or assigned unless both parties agree in writing.
8. Independent Contractors. Each party shall perform its responsibilities hereunder as an independent contractor, and nothing herein shall create any association, partnership or joint venture between the parties or an employer-employee relationship. No agent, employee or servant of either party shall be, or shall be deemed to be, the employee, agent or servant of the other party, and each party shall be solely and entirely responsible for its acts and the acts of its agents, employees and servants.
9. The Agreement and the rights and obligations of the parties are governed by the laws of the State of Tennessee, without regard to its conflict of laws principles.

The parties, acting through their duly authorized officers, have executed this Agreement, which shall come into force as of the latest date of the signatures below. Execution of this Agreement confirms AP's receipt of the AP Resource Guide, which may be updated from time to time.

[Acknowledgements and Exhibits Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 21st day of May, 2013.

---

DENNIS R. PHILLIPS, MAYOR

ATTEST:

---

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

---

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



**AGENDA ACTION FORM**

**Consideration of a Resolution Authorizing the Mayor to Sign an Agreement with the Tennessee Department of Transportation Authorizing the City to use State Right-of-Way to Install Landscaping Items as part of the Tennessee Roadscapes Beautification Project**

To: Board of Mayor and Aldermen  
 From: John G. Campbell, City Manager

Action Form No.: AF-134-2013  
 Work Session: May 20, 2013  
 First Reading: N/A

Final Adoption: May 21, 2013  
 Staff Work By: Bill Albright  
 Presentation By: Bill Albright

**Recommendation:**

Approve resolution

**Executive Summary:**

The City of Kingsport has been working with the Tennessee Department of Transportation to implement a "Tennessee Roadscapes" grant project that includes the beautification of 6 different interchanges or intersections throughout the City. The total amount available for this project, including the local match (20%), is \$79,660. Approximately half of the local match is being paid through the Chamber of Commerce's Tree Fund and the other half by the City. TDOT indicated that before bids can be received to install trees, shrubs, and flowers along State and Federal Highways, a "License Agreement" must be executed with them authorizing the City to plant items on the rights-of-way. The license agreement does not involve any transaction of money, but does give staff the go-ahead to begin the bid process.

**Attachments:**

1. Resolution
2. Map showing project location

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

	Y	N	O
Clark	—	—	—
Joh	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Shupe	—	—	—
Phillips	—	—	—

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

A RESOLUTION APPROVING A LICENSE AGREEMENT WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR THE FEDERAL ROADSCAPES PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE THE LICENSE AGREEMENT AND AUTHORIZING THE EXECUTION OF ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

WHEREAS, in September, 2008, the board approved a resolution authorizing the mayor to sign an agreement with State of Tennessee Department of Transportation for a Tennessee Roadscapes Grant to be used to install trees, signs and other beautification items at various intersections and interchanges; and

WHEREAS, the State of Tennessee Department of Transportation has requested the city execute a License Agreement regarding landscaping several intersections/interchanges on State Routes 1, 36, 93 and 126 in Sullivan County;

WHEREAS, the agreement is a 10 year renewable license which shall begin on April 15, 2013 and end on April 14, 2023, and there is no fee for this agreement.

Now therefore,

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

SECTION I. That a License Agreement with the State of Tennessee Department of Transportation is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, a License Agreement with the State of Tennessee Department of Transportation regarding landscaping several intersections/interchanges on State Routes 1, 36, 93 and 126 in Sullivan County, and all other documents necessary and proper to effectuate the purpose of the agreement or this resolution.

This Instrument prepared by: State of Tennessee  
Department of Transportation Region 1  
P. O. Box 58  
Knoxville, Tennessee 37901 (Local government)

**LICENSE AGREEMENT**

THIS AGREEMENT is made and entered into as of this the \_\_\_\_\_ day of \_\_\_\_\_ 2013 by and between THE STATE OF TENNESSEE, acting by and through its Commissioner of Transportation, (hereinafter referred to as "State") and the CITY OF KINGSPORT, TENNESSEE (hereinafter referred to as "Licensee").

WHEREAS, Licensee desires to use a portion of the Licensed Premises to landscape several intersections and/or interchanges on State Routes 1, 36, 93 and 126 in Sullivan County, Tennessee, being more specifically described by the plans for the "Tennessee Roadscapes Gateway Landscape Enhancements" which are attached as Exhibit A and made a part of this License; and

WHEREAS, the State is willing to permit said use of the Licensed Premises subject to certain conditions.

NOW, THEREFORE, in consideration of the execution of this License Agreement, it is mutually agreed between the parties hereto as follows:

1. **LICENSE** — Licensee is hereby granted permission to use the Licensed Premises to landscape several intersections and/or interchanges on State Routes 1, 36, 93 and 126 in Sullivan County, Tennessee (hereinafter referred to as the "Improvements").
2. **USE OF LICENSED PREMISES** - Licensee shall be permitted to use the Licensed Premises for the installation and maintenance of the Improvements. Licensee shall not be permitted to use the Licensed Premises for any other purpose except by prior written permission of the State.
3. **STIPULATIONS** — Licensee is prohibited from disturbing the wetland adjoining Site No. 4 referenced in the "Tennessee Roadscapes Gateway Landscape Enhancements" plans attached as Exhibit A.
4. **FEE** — Licensee shall pay \$0 per year to the State for the use of the Licensed Premises.
5. **TERM** — The License is a 10 year, renewable, license which shall begin on April 15, 2013 and shall end on April 14, 2023.
6. **ACCESS** — The State shall provide Licensee access to the Licensed Premises at all times for the uses authorized herein.
7. **MAINTENANCE** — The costs of any maintenance and operation of the Improvements shall be at the sole expense of Licensee.
8. **TRAFFIC CONTROL** - At no time will work authorized by this license agreement interfere with the normal flow of traffic on roadways adjoining the Licensed Premises. Licensee is responsible for providing traffic control for this work zone in accordance with the requirements of the current *Manual on Uniform Traffic Control Devices*. If proper traffic control is not in place, TDOT may order Licensee to stop work until proper traffic control is put in place.
9. **DAMAGE TO STATE PROPERTY** - Licensee shall be liable for any damage to state property resulting from Licensee's (or its contractors' or agents') use of the Licensed Premises and/or installation and operation of the Improvements, including but not limited to, the roadway, shoulders, guardrail, drainage, landscaping, signs and controlled-access fences. All repair or replacement of such damage shall be made in accordance with the current TDOT Standard Specifications for Road and Bridge Construction, TDOT Standard Drawings and any other applicable design and/or construction standards or guidelines.
10. **LIABILITY** - Licensee shall assume all liability for claims arising out of conduct on the part of the Licensee for which it would be liable under the Tennessee Governmental Tort Liability Act, Term. Code Ann. § 29-20-101, up to the limits for which it can be held liable for such conduct under that act, arising from its use of the Licensed Premises.
11. **INSURANCE** - The Licensee, its successors and assigns, agrees to maintain adequate public liability insurance which may include self insurance and will provide satisfactory evidence of such insurance to the State. Further, the liability limits of this insurance must not be less than the exposure and limits of the State's liability under the Claims Commission Statute, T.C.A. Section 9-8-307, as it may be from time to time amended and/or construed by the claims commission and courts. This statute currently limits liability of the State to \$300,000 per claimant and \$1,000,000 per occurrence. The insurance policy shall include a provision for the insurance company to notify the State in writing of any cancellation or changes of the policy at least 30 days in advance of the cancellation or change.
12. **PERMIT** — Licensee is responsible for obtaining and paying the costs of all permits, licenses or other approvals by any regulatory body having jurisdiction over the uses authorized herein.
13. **COMPLIANCE** — Should Licensee fail or neglect to comply with any term or condition of this License Agreement or to comply with written notice and demand, this License shall be subject to termination. In the event of such termination, Licensee shall immediately remove any and all of its Improvements from the licensed Premises and surrender all rights and privileges under this License Agreement.
14. **TITLE VI ASSURANCES** — The Licensee for itself, its successors in interest and assigns, as part of the consideration hereof does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the property described in this License Agreement for a purpose for which the State or a State program or activity is extended or for another purpose involving the provision of similar services or benefits, the Licensee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation — Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations shall be amended.
15. **TERMINATION** — The State may terminate this License at will with 60 days written notice to Licensee.

**16.ASSIGNMENT** — The license shall not be transferred, conveyed or assigned to another party without prior written approval from the State.

**TO THE LICENSEE:**

The City of Kingsport, Tennessee  
225 West Center Street  
Kingsport, Tennessee 37660

**TO THE STATE:**

State of Tennessee  
Department of Transportation  
Suite 700, James K. Polk Building 505  
Deaderick Sheet  
Nashville, Tennessee 37243-0337

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 21st day of May, 2013.

\_\_\_\_\_  
DENNIS R. PHILLIPS, MAYOR

ATTEST:

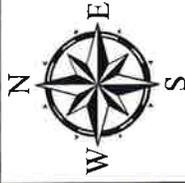
\_\_\_\_\_  
JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

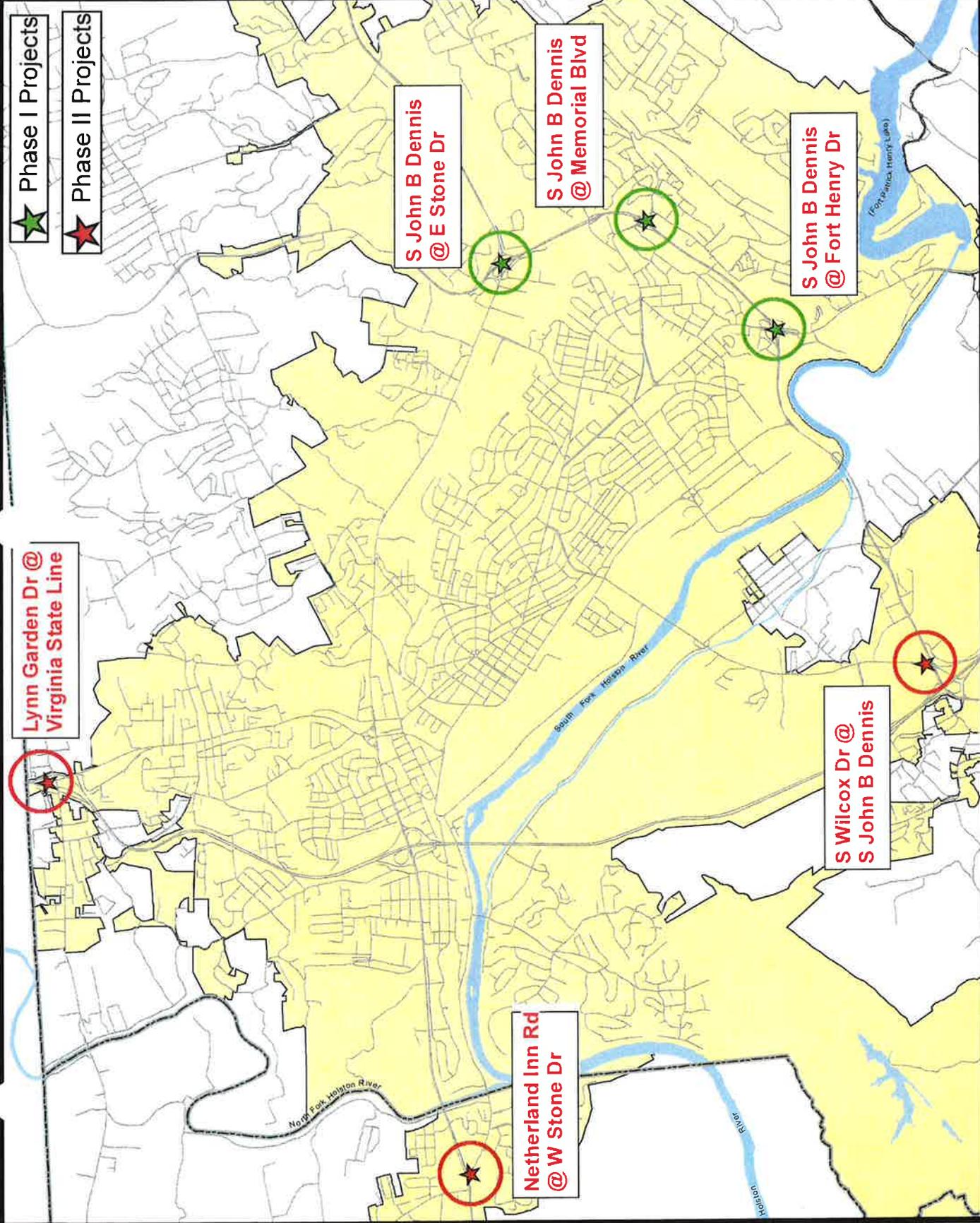
\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, CITY ATTORNEY

# Legend

- ★ Phase I Projects
- ★ Phase II Projects



© City of Kingsport, Tennessee  
All Rights Reserved.  
Map Reference# 16167w07585  
Date: 05-17-13



Lynn Garden Dr @  
Virginia State Line

S John B Dennis  
@ E Stone Dr

S John B Dennis  
@ Memorial Blvd

S John B Dennis  
@ Fort Henry Dr

S Wilcox Dr @  
S John B Dennis

Netherland Inn Rd  
@ W Stone Dr



# Proposed Gateway Beautification Locations



## AGENDA ACTION FORM

### Consideration of a Resolution Awarding the Bid for the Purchase of three (3) Unmarked Police Sedans to Auto World of Big Stone Gap, Inc.

To: Board of Mayor and Aldermen  
 From: John G. Campbell, City Manager

A handwritten signature in blue ink, appearing to read "John G. Campbell", is written over the printed name of the City Manager.

Action Form No.: AF-135-2013  
 Work Session: May 20, 2013  
 First Reading: N/A

Final Adoption: May 21, 2013  
 Staff Work By: Committee  
 Presentation By: S. Hightower

**Recommendation:** Approve the Resolution

**Executive Summary:** Bids were opened on May 8, 2013 for the purchase of three Unmarked Police Sedans. The advertisement for the Invitation to Bid was published in the Kingsport Times News on April 17, 2013 and placed on our website for 22 calendar days. It is the recommendation of the committee to accept the low compliant bid from Auto World of Big Stone Gap, Inc. for the purchase of 2013 Dodge Chargers as follows:

<u>\$31,924.00</u>	Unit Cost
\$95,772.00	Total Purchase Cost

Funding is identified in Account # 51150085019010

**Attachments:**

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

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

	<u>Y</u>	<u>N</u>	<u>O</u>
Joh	—	—	—
Clark	—	—	—
McIntire	—	—	—
Segelhorst	—	—	—
Parham	—	—	—
Shupe	—	—	—
Phillips	—	—	—

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

A RESOLUTION AWARDING THE BID FOR THE PURCHASE OF THREE UNMARKED POLICE 4-DOOR SEDANS TO AUTO WORLD OF BIG STONE GAP, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

WHEREAS, bids were opened May 8, 2013 for the purchase of three (3) unmarked police 4-door sedans for use by the police department; and

WHEREAS, upon review of the bids, the board finds Auto World of Big Stone Gap, Inc. is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to purchase three (3) unmarked 2013 Dodge Charger 4-door sedans from Auto World of Big Stone Gap, Inc., at a total purchase cost of \$95,772.00; and

WHEREAS, funding is identified in account number 51150085019010.

Now therefore,

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

SECTION I. That the bid for purchase of three (3) unmarked 2013 Dodge Charger 4-door sedans, at a total purchase cost of \$95,772.00, is awarded to Auto World of Big Stone Gap, Inc., and the city manager is authorized to execute a purchase order for same.

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

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

ADOPTED this the 21st day of May, 2013.

\_\_\_\_\_  
DENNIS R. PHILLIPS, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

MINUTES  
BID OPENING  
May 8, 2013  
4:00 P.M.

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

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

The Procurement Manager opened with the following bids:

POLICE SEDANS - UNMARKED				
Vendor:	Qty.:	Unit Cost:	Delivery Time:	Make/Model:
Auto World of Big Stone Gap	3	\$31,924.00	180 Days	2013 Dodge Charger-Subject to Availability
Auto World of Big Stone Gap	3	\$32,224.00	220 Days	2014 Dodge Charger
Sam Swope Auto Group	3	\$23,836.15	90-120 Days	2014 Dodge Charger-Gas Only
Fairway Ford	3	No Bid	N/A	N/A
Chrysler Dodge Jeep Ram of Columbia	3	\$32,491.00	45 Days	2013 Dodge Charger
Empire Ford	3	\$27,970.00	60-90 Days	2014 Ford AWD Interceptor

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



**FLEET MAINTENANCE DIVISION**

**City of Kingsport, Tennessee**

# Memo

**To:** Brent Morelock, Assistant Procurement Manager  
**From:** Steve Hightower, Fleet Manager  
**Date:** May 15, 2013  
**Re:** Police Administrative Sedan Purchase Recommendation

This will confirm my review and recommendation to purchase the compliant bid of the following vendor.

<u>Item</u>	<u>Quantity</u>	<u>Description</u>	<u>Award to Vendor</u>	<u>Fuel Economy</u>
1	3	2013 Dodge Charger Admin Sedan	Auto World	18/27 MPG

**Compliant Bidder**

1. Trade in(s):
  - a. Not Applicable
  
2. Fuel Savings:
  - a. Not applicable in this vehicle application due to similar units being purchased
  
3. New Unit Origin of Manufacture:
  - a. Vehicle – Brampton, Ontario, Canada
  - b. 78% North American Content/ 22% Foreign Materials
  
4. New Unit Purchase Dealer:
  - a. Vehicle – Auto World – Big Stone Gap, VA

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





AGENDA ACTION FORM

Consideration of a Resolution Awarding the Bid for the Purchase of seven (7) Black & White Police Sedans to Auto World of Big Stone Gap, Inc.

To: Board of Mayor and Aldermen
From: John G. Campbell, City Manager

Action Form No.: AF-136-2013
Work Session: May 20, 2013
First Reading: N/A
Final Adoption: May 21, 2013
Staff Work By: Committee
Presentation By: S. Hightower

Recommendation: Approve the Resolution

Executive Summary: Bids were opened on May 8, 2013 for the purchase of seven Black & White Police Sedans. The advertisement for the Invitation to Bid was published in the Kingsport Times News on April 17, 2013 and placed on our website for 22 calendar days. It is the recommendation of the committee to accept the low compliant bid from Auto World of Big Stone Gap, Inc. for 2013 Dodge Chargers as follows:

\$32,291.00 Unit Cost
\$226,037.00 Total Purchase Cost

Funding is identified in Account # 51150085019010

Attachments:

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

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

Table with 3 columns: Y, N, O and rows for Clark, Joh, McIntire, Parham, Segelhorst, Shupe, Phillips.

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

A RESOLUTION AWARDDING THE BID FOR THE PURCHASE OF SEVEN BLACK AND WHITE POLICE PURSUIT SEDANS TO AUTO WORLD OF BIG STONE GAP, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

WHEREAS, bids were opened May 8, 2013 for the purchase of seven (7) black and white police pursuit sedans for use by the police department; and

WHEREAS, upon review of the bids, the board finds Auto World of Big Stone Gap, 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 seven (7) 2013 Dodge Charger pursuit sedans from Auto World of Big Stone Gap, Inc., at a total purchase cost of \$226,037.00; and

WHEREAS, funding is identified in account number 51150085019010.

Now therefore,

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

SECTION I. That the bid for purchase of seven (7) 2013 Dodge Charger black and white pursuit sedans, at a total purchase cost of \$226,037.00 is awarded to Auto World of Big Stone Gap, Inc., and the city manager is authorized to execute a purchase order for same.

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

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

ADOPTED this the 21st day of May, 2013.

\_\_\_\_\_  
DENNIS R. PHILLIPS, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

MINUTES  
 BID OPENING  
 May 8, 2013  
 4:00 P.M.

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

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

The Procurement Manager opened with the following bids:

POLICE SEDANS – BLACK AND WHITE							
Vendor:	Qty.:	Unit Cost:	Option A:	Option B:	Delivery Time:	Make/Model:	
Auto World of Big Stone Gap	7	\$32,291.00	\$6,238.60	\$748.95	180 Days	2013 Dodge Charger-Subject to Availability	
Auto World of Big Stone Gap	7	\$32,591.00	\$6,238.60	\$748.95	220 Days	2014 Dodge Charger	
Sam Swope Auto Group	7	\$27,999.36	N/A	N/A	90-120 Days	2013 Dodge Charger-Gas Only	
Fairway Ford	7	No Bid	N/A	N/A	N/A	N/A	
Chrysler Dodge Jeep Ram of Columbia	7	\$32,515.00	\$2,798.00	\$635.00	N/A	2012 Dodge Charger	
Empire Ford	7	\$30,883.00	\$5,126.00	\$795.00	60-90 Days	2014 Ford Police AWD Interceptor	

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



FLEET MAINTENANCE DIVISION
City of Kingsport, Tennessee

Memo

To: Brent Morelock, Assistant Procurement Manager
From: Steve Hightower, Fleet Manager
Date: May 15, 2013
Re: Police Pursuit Sedan Marked Purchase Recommendation

This will confirm my review and recommendation to purchase the compliant bid of the following vendor.

Table with 5 columns: Item, Quantity, Description, Award to Vendor, Fuel Economy. Row 1: 1, 7, 2013 Dodge Charger Pursuit Sedan, Auto World, 18/27 MPG

Compliant Bidder

- 1. Trade in(s):
a. Not Applicable
2. Fuel Savings:
a. Not applicable in this vehicle application due to similar units being purchased
3. New Unit Origin of Manufacture:
a. Vehicle - Brampton, Ontario, Canada
b. 78% North American Content/ 22% Foreign Materials
4. New Unit Purchase Dealer:
a. Vehicle - Auto World - Big Stone Gap, VA

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





**AGENDA ACTION FORM**

**Consideration of a Resolution Authorizing the Mayor to Execute an Agreement with the LENOWISCO Planning District Commission on Behalf of the Kingsport Metropolitan Planning Organization for the Use of Funds Towards Continued Transportation Planning Activities in the MPO Area**

To: Board of Mayor and Aldermen  
 From:  John G. Campbell, City Manager

Action Form No.:	AF-133-2013	Final Adoption:	May 21, 2013
Work Session:	May 20, 2013	Staff Work By:	Bill Albright
First Reading:	N/A	Presentation By:	Bill Albright

**Recommendation:** Approve the resolution.

**Executive Summary:**

A portion of the Kingsport Metropolitan Transportation Planning Organization’s (MTPO) urbanized and study area extends into Virginia and within LENOWISCO Planning District Commission’s jurisdiction. The Kingsport MTPO is the lead transportation planning organization for the Metropolitan Area and is responsible for the development of annual MPO planning activities and products, including the long range plan, corridor studies, and the more immediate-term Transportation Improvement Program. MTPO Staff housed within the City of Kingsport receives primarily Tennessee-based Federal “PL” planning funds on an annual basis while the LENOWISCO Offices receives Virginia-based Federal PL funds to conduct planning activities in their area. However, the LENOWISCO PDC has expressed a need and mutual desire to offer a portion of their Federal PL funding to the Kingsport MPO for the continuation of, and assistance toward, transportation planning activities in the Virginia portion of the Kingsport MPO area (a portion of Scott County Virginia). The LENOWISCO PDC and Kingsport MPO have mutually agreed to the scope of work for tasks and activities (noted in the attached agreement). This agreement has also been established for the next three fiscal years. Consequently, LENOWISCO PDC will provide \$5,850 per year for Fiscal Years 2014, 2015, and 2016 for this effort. This funding will be a reimbursable expense. In addition to the funding, LENOWISCO PDC will also provide Kingsport MPO staff time to assist in data collection, field reviews, and boundary information.

**Attachments:**

- 1. Resolution

Funding source appropriate and funds are available: Yes

	<u>Y</u>	<u>N</u>	<u>O</u>
Clark	—	—	—
Joh	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Shupe	—	—	—
Phillips	—	—	—

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

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE LENOWISCO PLANNING DISTRICT COMMISSION AND THE CITY OF KINGSPORT FOR THE KINGSPORT METROPOLITAN PLANNING ORGANIZATION FOR THE USE OF FUNDS TOWARDS THE DEVELOPMENT OF A LONG RANGE TRANSPORTATION PLAN AND AUTHORIZING THE MAYOR TO SIGN ALL APPLICABLE DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, Kingsport Metropolitan Planning Organization's urbanized and study area includes part of Tennessee and Virginia, a part of which is within LENOWISCO Planning District Commission jurisdiction; and

WHEREAS; the LENOWISCO Planning District Commission has agreed to provide funding to aid in the development of the Long Range Transportation Plan required by state and federal law; and

WHEREAS, the city desires to enter into an agreement with LENOWISCO Planning District Commission to aid in the development of the Long Range Transportation Plan in the amount of \$5,850.00 per year for the next three years, as a reimbursable expense;

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, an agreement with the LENOWISCO Planning District Commission to aid the Kingsport Metropolitan Planning Organization in the development of the Long Range Transportation Plan by providing funds in the amount of \$5,850.00 per year for the next three years, and any other documents necessary and proper to effectuate the purpose of the agreement, said agreement being as follows:

**Agreement between the  
LENOWISCO Planning District Commission (PDC)  
and the  
Kingsport Metropolitan Planning Organization (MPO)**

**FUNDING FOR THE DEVELOPMENT OF THE  
KINGSPORT MPO 2040 LONG RANGE TRANSPORTATION PLAN AND  
ADMINISTRATIVE SUPPORT**

**This Agreement** is made by and between the LENOWISCO PDC, hereinafter referred to as the PDC, and the City of Kingsport, acting as the cognizant agent for the Kingsport MPO, hereinafter referred to as the MPO.

**Whereas**, a portion of the Kingsport MPO urbanized and study area extends from Tennessee into Virginia within the LENOWISCO PDC, and the PDC receives metropolitan planning (PL) funding to conduct planning activities in that area; and,

**Whereas**, the PDC and the MPO have expressed a need and mutual desire to provide funding for the update of the Constrained Long Range Transportation Plan (LRTP), which incorporates the WO area in Virginia; and,

**Whereas**, the MPO is the lead planning organization for the Kingsport metropolitan area, responsible for the development of the MPO LRTP; and,

**Whereas**, in the spirit of a comprehensive, coordinated and continuing long range planning process, the PDC wishes to provide a portion of the metropolitan planning (PL) funds it receives to the MPO to assist in the development of the LRTP; and,

**Whereas**, the PDC and the MPO have mutually agreed to the scope of work for tasks and activities (Attachment A) associated with the LRTP update; and,

**Whereas**, in accordance with this agreed to scope of work, the PDC has agreed to provide an additional \$5, 850 of funds per year for the next three years for the LRTP update effort; and,

**Whereas**, the PDC will provide the MPO staff time to assist in data collection, field reviews and boundary information. Staff time will not exceed \$3,500.00 per year for the next three years; and,

Whereas, the WO agrees that as a condition of receipt and use of the metropolitan planning (PL) funds from the PDC it will adhere to the terms and conditions of use of these PL funds as outlined in any current and future agreements signed by PDC and the Virginia Department of Transportation.

Whereas, The PDC will continue to endorse and support the annual direct allocation of \$4,500 in VDOT PL funds to the Kingsport MPO, this amount is in addition to the \$5,850.00 being allocated by this agreement over the next three years.

**Whereas**, The PDC and/or the MPO may make amendments to this agreement upon agreement by both parties as necessary.

**REPORTING OF PROGRESS:** The MPO will provide a biannual progress report for the activities and tasks funded with PDC metropolitan planning funds to the PDC.

**PAYMENT:** In regard to the 2040 Long Range Transportation Plan, the PDC will fund up to \$5,850.00 of the study cost per year. This funding will be made available as a lump sum to the MPO. The MPO should provide a description of work and invoices pertaining to this work, as it is completed, to satisfy PDC and VDOT audit requirements. The MPO agrees that the total amount available for reimbursement from the PDC is limited to \$5,850 per year. The payment schedule will be as follows:

July 31, 2013 - \$5,850.00

July 31, 2014 - \$5,850.00

July 31, 2015 - \$5,850.00

**EXECUTION:** The parties have caused the Agreement to be duly executed intending to be bound thereby.

[Acknowledgements Deleted for Inclusion in this Resolution]

#### **Attachment A**

(Scope of work for tasks and activities)

#### **2040 Kingsport MPO**

#### **Long-Range Transportation Plan (LRTP)**

1. Population and Employment Data — collected by census and/or other sources and verification
2. Forecasted population and employment data
3. Traffic Counts — assist in collecting / organizing data
4. Network attributes — speed limits, signal locations, cross sections, road classification, (ID other impedances)
5. Air Quality — VMT reduction plans and other contributing factors
6. Accident Records — collection / organizing data
7. Local plans / recommendations for roadway improvements — survey
8. VDOT Plans for 20 year improvements — survey and collect data
9. Freight and goods movement — ID issues and recommendations
10. Bike / Pedestrian plans and/or recommendations — survey
11. Transit — existing conditions, issues, future expansion — survey
12. Environmental screening — ID natural, cultural, historical, or other significant environmental related issue and mitigation strategies
13. Social justice/Title VI issues and mitigation strategies
14. ITS and traffic management plans / recommended improvements — collect
15. Mapping — study area (various GIS map products i.e. TAZs, demographics)
16. Aerial photos — study area (development and travel time / impedance issues)
17. Public hearing and/or notifications process — Scott County area
18. Items mandated in SAFETEA-LU and/or the next Federal authorization Act related to the Scott County portion of the WO

**SECTION II.** That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the agreement set out herein that do not substantially alter

the material provisions of the agreement, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

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

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

ADOPTED this the 21st day of May, 2013.

\_\_\_\_\_  
DENNIS R. PHILLIPS, MAYOR

ATTEST:

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

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



**AGENDA ACTION FORM**

**Consideration of Appointments and Reappointments to the Senior Center Advisory Council**

To: Board of Mayor and Aldermen  
 From: John G. Campbell, City Manager

Action Form No.: AF- 117-13  
 Work Session: May 20, 2013  
 First Reading: N/A

Final Adoption: May 21, 2013  
 Staff Work By: Shirley Buchanan  
 Presentation By: Chris McCart

**Recommendation:** Approve appointments and reappointments

**Executive Summary:** Carmen Moix, Lester Pridmore, Carol Woodward, Jean Chang, Bruce Shine, Lewis Willingham and Norma Livesay have agreed to be appointed to the Senior Center Advisory Council if approved by the Board of Mayor and Alderman. Don Royston and Bob Winstead have agreed to be reappointed to the Senior Center Advisory Council if approved by the Board of Mayor and Alderman. The appointments will be effective immediately and expire May 21, 2015.

**Attachments:**

1. Bios

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

	Y	N	O
Clark	—	—	—
Joh	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Shupe	—	—	—
Phillips	—	—	—

## Senior Center Advisory Council Bios

### Appointments:

Lester Pridmore- Lester moved to Kingsport in 1947 from Kyles Ford, TN. He worked at J.P. Stevens , Borden Plant for 44 years the last 25 years as a shift manager. Lester and his wife were married for 59 years when she passed away. Lester is an active member at the Senior Center, he takes part in day trips, gardening, and various volunteer duties.

Jean Chang- Jean has lived in Kingsport for 34 years. During those years she has raised 2 children and taught schools as a special education teacher. She and her husband are both now retired and are enjoying it. Jean still devotes herself to teaching and volunteer work. She is an active member of the Senior Center, teaching mahjong, and the Chinese language.

Norma Livesay- Norma belongs to Higher Ground Baptist Church, she is a Christian and teaches Sunday School class. She has taught Sunday school class for many years. She moved to Kingsport in 1956 when she married George Livesay. Norma has been caregiving, and has received many rewards and blessings from this. Prior to moving to Kingsport, Norma taught school in Hawkins County. She has also worked as a secretary, store clerk, telephone operator, and homemaker. She is the mother of three grown sons and six precious grandchildren.

Carol Woodard- Carol was born and raised in Elizabethton, TN. She graduated from ETSU with a B.S. and she has an M.A from Union College. Carol taught high school and coached swimming at Merritt Island, Long Beach, Florida, California, and at Sullivan North High School. She was principal of Sullivan County Summer School for 15 years and retired after 39 years in Education. Carol has volunteered with the American Red Cross, Kingsport Chamber of Commerce, Kingsport Theater Guild, Seniors in Volunteer service, The Senior Center, and 15 years with the Fun Fest Store. Carol is an active member of the Senior Center she participates in Clogging, Line Dancing, Zumba, Yoga, Total Body Workout, Aerobics, Strength Training, Woodshop class, Mahjong, Golf Lessons, Overnight

trips, Day trips, Wednesday Card group and various other activities. Carol tells everyone that the Senior Center is the best kept secret in Kingsport.

Lewis Willingham- Born in Johnson City, TN, Lewis attended Science Hill High School. After graduation he served in the U.S. Navy for 4 years. He then attended and graduated from ETSU. After graduation he worked for General Aniline and Film Corp for a few years before coming to Eastman. Since retirement he has served on the board of Bay's Mountain Park Association, Cattails Golf Committee, Goodwill Industries, and the Senior Golf League. He is an active member of the Senior Center and looks forward to serving with others on the Senior Advisory Board.

Carmen Moix- Carmen Moix for the IRS for 38 years as a tax examiner in appeals. Her job entailed representing the IRS to the court. She was also very involved with her church, Smithtown Gospel Tabernacle, she served on the Missson's Board there for many years. As a board member she represented the lead missionaries in Central and South America. Carmen has traveled extensively on mission trips. She presently works with Levy Restaurants, located at Bristol Motor Speedway. Carmen also helps with the youth group and children's ministry at Celebration Church. Carmen is an active member of the Senior Center and will make a great addition to the Senior Advisory Council.

Bruce Shine- Licensed to practice law in all the Courts of Tennessee (1964), New York (1966)(inactive) and the District of Columbia (1977)(inactive). Approved Mediator by the United States District Court, E.D. Tenn., (1996), Tennessee Supreme Court Rule 31 Listed Civil Mediator (1997).

Shine was named to Tennessee Business Magazine's 2005 List of the "101 Best Lawyers in Tennessee," and its 2006, 2007, 2008, 2009, 2010 and 2011 list of the "Best 150 Lawyers in Tennessee." He has also been designated a "Super Lawyer," in the December 2006, 2007, 2008, 2009, 2010 and 2011 issues of Mid-South Super Lawyers Magazine.

A member since its creation in 1996 of the Tennessee Supreme Court Alternative Dispute Resolution Commission (ADRC), Shine was named Chairman of the ADRC in January 2012 for a two year term by the Justices of the Tennessee Supreme Court.

Shine is a Fellow of the American Bar Foundation, an organization limited to one-third of one percent of the lawyers in any given state, and a Fellow of the Tennessee Bar Foundation

Reappointments:

Bob Winstead- Bob is a retired City of Kingsport employee. Bob was the City Engineer for several years upon retirement. He is busy these days with five grandchildren. He enjoys exercise, gardening, history, and is learning to play bridge. Bob has been a great addition to our Senior Center Advisory Board.

Don Royston- Don is an accountant with Dent K. Burk Associates. He adds significantly to the council.



**AGENDA ACTION FORM**

**Consideration of an Appointment and a Reappointment to the Historic Zoning Commission**

To: Board of Mayor and Aldermen  
 From: John G. Campbell, City Manager *John G. Campbell*

Action Form No.: AF- 138-2013  
 Work Session: May 20, 2013  
 First Reading: N/A  
 Final Adoption: May 21, 2013  
 Staff Work By: A. Harrison/M. McBryar  
 Presentation By: Mayor Phillips

**Recommendation:** Approve appointment and reappointment

**Executive Summary:** Hoyt Denton has agreed to be appointed to the Historic Zoning Commission if approved by the Board of Mayor and Alderman. Liza Harmon has agreed to be reappointed to the Historic Zoning Commission if approved by the Board of Mayor and Alderman. The appointments will be effective immediately and expire May 21, 2018.

**Attachments:**

1. Bios

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

	<u>Y</u>	<u>N</u>	<u>O</u>
Clark	—	—	—
Joh	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Shupe	—	—	—
Phillips	—	—	—

## **Bios**

### **Hoyt Denton**

Hoyt Denton retired from Eastman Chemical Company as Personnel Manager following a 36 year career.

He has served on many boards in the Kingsport community including the Kingsport Board of Mayor and Aldermen and presently serves on the Kingsport Regional Planning Commission.

He is the owner of Gateway Self Storage and a long time investor in Kingsport real estate including three properties in a designated historical district.

### **Liza Harmon**

Liza Harmon is a Kingsport native and a graduate from Clemson University with a BA and MS in Mathematics. She has worked for the US Army Corps of Engineers in Savannah, GA as well as the Air Force Regional Civil Engineers Office and the US Army Corps of Engineers in Atlanta, GA.

She worked at Eastman Chemical Company from 1986 to 1996 when she stopped working in order to devote more time to community and family activities.

She has volunteered for Meals on Wheels of Kingsport, served on the Sullivan County FEMA board, was past president of Netherland Inn Steering Committee, an active volunteer with Saint Dominic Catholic Church, and has served since 2008 on the Kingsport Historic Zoning Commission.

Liza is married to Roy L. Harmon, Jr. who is also a Kingsport native.



AGENDA ACTION FORM

Consideration of a Reappointment to the Gateway Review Commission

To: Board of Mayor and Aldermen
From: John G. Campbell, City Manager

Action Form No.: AF- 139-2013
Work Session: May 20, 2013
First Reading: N/A
Final Adoption: May 21, 2013
Staff Work By: A. Harrison
Presentation By: Mayor Phillips

Recommendation: Approve reappointment

Executive Summary: Steven Todd Miller has agreed to be reappointed to the Gateway Review Commission if approved by the Board of Mayor and Alderman. The appointment will be effective immediately and expire May 21, 2016.

Attachments:

- 1. Bio

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

Table with 3 columns: Y, N, O and rows for Clark, Joh, McIntire, Parham, Segelhorst, Shupe, Phillips.

Bio

**Steven Todd Miller**

Family:

Wife - Gina

Children: McKenzie 17, Macy 14

Education: Graduate of Milligan College, Bachelor degree in Business, Minor in Fine Arts

Employment: 1990 - present

Directory of Facilities – Holston Medical Group

Specializing in Property Development and Property Management.

Todd has developed over 1 million sq. ft. of Grade "A" Health Care Facilities in the Tri city area and South West Virginia. Facilities include: Multi - Specialty Clinics, Outpatient Surgery Centers, Sleep Centers, Rehabilitation Centers, Outpatient Diagnostic Centers , Assisted Living Facilities and Advanced Technology and Application Center

Other Facilities include: Christ Fellowship Church, and several Small business commercial offices.

Organizations:

One Partner L.L.C (Board of Directors/ Partner)

HMG Medical Plaza (Board of Directors / Partner), Real Estate holding co.

Barkum L.L.C (Owner), Real Estate holding co.

Miller Management Group (Owner), Real Estate Holding Co. , Property Management services

Preston Place 1, 2; Village of Allendale (Owner/ Partner, assisted Living facilities)

DKA (Past President, Economic Restructuring Chair)

Advisory council for Big Brothers and Big Sisters of Tri Cities

Model City Coalition Board Member

Gateway Review Commissioner

Interests: Golf, Boating, Dancing, Skiing



AGENDA ACTION FORM

Consideration of an Ordinance to Amend the FY 2013 General Purpose School Fund and General Project Fund Budgets

To: Board of Mayor and Aldermen
From: John G. Campbell, City Manager

Action Form No.: AF-107-2013
Work Session: May 6, 2013
First Reading: May 7, 2013

Final Adoption: May 21, 2013
Staff Work By: David Frye
Presentation By: David Frye

Recommendation:

Approve the Ordinance.

Executive Summary:

On May 2, 2013, the Board of Education approved budget amendment number five to the FY 2013 General Purpose School Fund and General Projects Funds budgets.

This budget amendment decreases estimated revenues and appropriations in the General Purpose School Fund by the net amount of \$118,000. There are decreases in Current Year Property Taxes of \$100,000 and Sales Tax of \$163,000. There are net increases in other County Revenues of \$131,000. These revenue adjustments are being offset by a reduction in funds budgeted for textbooks. There are also adjustments in revenues and expenditures for the receipt a donation and a grant in the total amount of \$11,000.

The General Project Fund budget is being amended by transferring \$32,100 from the Robinson Parking Lot project to the Jackson Secure Entrance project.

Please see the BOE budget amendment five for more detail.

Attachments:

- 1. Ordinance
2. BOE Budget Amendment Number Five

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

Table with 3 columns: Y, N, O and rows for Clark, Joh, McIntire, Parham, Segelhorst, Shupe, Phillips.



**AGENDA ACTION FORM**

**Consideration of an Ordinance to Amend the FY 2013 General Purpose School Fund and General Project Fund Budgets.**

To: Board of Mayor and Aldermen  
 From: John G. Campbell, City Manager *John G. Campbell*

Action Form No.: AF-107-2013  
 Work Session: May 6, 2013  
 First Reading: May 7, 2013

Final Adoption: May 21, 2013  
 Staff Work By: David Frye  
 Presentation By: David Frye

**Recommendation:**

Approve the Ordinance.

**Executive Summary:**

On May 2, 2013, the Board of Education approved budget amendment number five to the FY 2013 General Purpose School Fund and General Projects Funds budgets.

This budget amendment decreases estimated revenues and appropriations in the General Purpose School Fund by the net amount of \$118,000. There are decreases in Current Year Property Taxes of \$100,000 and Sales Tax of \$163,000. There are net increases in other County Revenues of \$131,000. These revenue adjustments are being offset by a reduction in in funds budgeted for textbooks. There are also adjustments in revenues and expenditures for the receipt a donation and a grant in the total amount of \$11,000.

The General Project Fund budget is being amended by transferring \$32,100 from the Robinson Parking Lot project to the Jackson Secure Entrance project.

Please see the BOE budget amendment five for more detail.

**Attachments:**

1. Ordinance
2. BOE Budget Amendment Number Five

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

	<u>Y</u>	<u>N</u>	<u>O</u>
Clark	—	—	—
Joh	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Shupe	—	—	—
Phillips	—	—	—

AN ORDINANCE TO AMEND THE FY 2012-13 GENERAL PURPOSE SCHOOL FUND AND GENERAL PROJECT FUND BUDGETS; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Purpose School Fund budget be amended to ratify the Kingsport Board of Education approval of Budget Amendment Number Five to increase the estimated revenue for Trustee's Collection-Prior Year Property Tax by \$56,000; the estimated revenue for Circuit Clerk And Master-Prior Year Property Tax by \$50,000; the estimated revenue for Pick-Up Taxes by \$55,000; the estimated revenue for Other Local revenue by \$14,000; and to decrease the estimated revenue for Current Year Property Taxes by \$100,000; the estimated revenue for Local Option Sales Tax by \$163,000; the estimated revenue for Other County Taxes by \$30,000. The expenditure budget will be changed by increasing the appropriation for the appropriation for Adams-Instructional Equipment by \$11,000; the appropriation for Johnson-Instructional Supplies by \$3,000; the appropriation for Washington-Repair of Equipment by \$1,000; the appropriation for Washington-Non-Instructional Equipment by \$6,670; the appropriation for Fund Transfers by \$41,770 and to decrease the appropriations for Textbook Funds by \$144,750; the appropriation for Washington-Instructional Equipment by \$7,670; the appropriation for Building Improvements by \$18,120; the appropriation for Other Capital Outlay by \$10,900.

In addition the General Project Fund budget will be amended by transferring \$32,100 from the Robinson Parking Lot Improvements project (GP1303) to the Jackson Secure Entrance project (GP1302).

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b>Fund 141: School Fund</b>			
<b>Revenues:</b>	\$	\$	\$
141-0000-339-0110 Current Year Property Tax	15,615,500	(100,000)	15,515,500
141-0000-339-0120 Trustee's Collection/Pr Year	300,000	56,000	356,000
141-0000-339-0130 Circuit Clk & Mast/Pr Year	150,000	50,000	200,000
141-0000-339-0150 Pick-Up Taxes	100,000	55,000	155,000
141-0000-339-0210 Local Option Sales Tax	7,471,000	(163,000)	7,308,000
141-0000-339-0390 Other Statutory Local Tax	50,000	(30,000)	20,000
141-0000-369-4990 Other Local Revenue	224,000	14,000	238,000
<b>Totals:</b>	<b>23,910,500</b>	<b>(118,000)</b>	<b>23,792,500</b>

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b>Expenditures:</b>	\$	\$	\$
141-7100-711-0449 D-B Textbooks	141,545	(45,025)	96,520
141-7105-711-0449 D-B Textbooks	50,809	(16,162)	34,647

141-7110-711-0449	D-B Textbooks	48,200	(15,332)	32,868
141-7112-711-0449	D-B Textbooks	20,255	(6,443)	13,812
141-7115-711-0449	D-B Textbooks	34,614	(11,010)	23,604
141-7116-711-0449	D-B Textbooks	17,874	(5,685)	12,189
141-7120-711-0449	D-B Textbooks	29,041	(9,237)	19,804
141-7125-711-0449	D-B Textbooks	30,980	(9,854)	21,126
141-7130-711-0449	D-B Textbooks	21,384	(6,802)	14,582
141-7135-711-0449	D-B Textbooks	30,596	(9,732)	20,864
141-7140-711-0449	D-B Textbooks	29,765	(9,468)	20,297
141-7112-711-0723	Adams-Inst. Equipment	10,314	11,000	21,314
141-7125-711-0429	Johnson-Inst. Supplies	22,374	3,000	25,374
141-7140-711-0722	Washington-Inst. Equipment	8,270	(7,670)	600
141-7240-822-0336	Washington-Repair of Equip.	5,236	1,000	6,236
141-7640-871-0790	Washington-Non-Inst. Equip.	8,268	6,670	14,938
141-7650-871-0707	Building Improvements	274,558	(18,120)	256,438
141-7650-871-0790	Other Capital Outlay	93,214	(10,900)	82,314
141-7950-881-0590	Fund Transfers	858,614	41,770	900,384
<b>Totals:</b>		<b>1,735,911</b>	<b>(118,000)</b>	<b>1,617,911</b>

**Fund 311: General Project Fund**  
**Jackson Secure Entrance (GP1302)**

<b>Revenues:</b>		\$	\$	\$
311-0000-368-1035	2009 GO Public Imp. Bonds	28,959	0	28,959
311-0000-368-1037	2009 D GO Bonds (BABS)	12,371	0	12,371
311-0000-368-1041	2012 GO Public Imp. Bonds	72,267	0	72,267
311-0000-391-2100	Transfer from School Fund	118,403	65,520	183,923
<b>Total:</b>		<b>232,000</b>	<b>65,520</b>	<b>297,520</b>

<b>Expenditures:</b>				
311-0000-601-2022	Construction Contracts	209,725	60,045	269,770
311-0000-601-2023	Architectural Services	22,275	5,475	27,750
<b>Total:</b>		<b>232,000</b>	<b>65,520</b>	<b>297,520</b>

**Robinson Parking Lot Improvements (GP1303)**

<b>Revenues:</b>		\$	\$	\$
311-0000-391-2100	Transfer from School Fund	240,000	(36,500)	203,500
<b>Total:</b>		<b>240,000</b>	<b>(36,500)</b>	<b>203,500</b>

<b>Expenditures:</b>				
311-0000-601-2022	Construction Contracts	210,500	(32,000)	178,500
311-0000-601-2023	Architectural Services	29,500	(4,500)	25,000
<b>Total:</b>		<b>240,000</b>	<b>(36,500)</b>	<b>203,500</b>

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

\_\_\_\_\_  
DENNIS PHILLIPS, Mayor

ATTEST:

APPROVED AS TO FORM:

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

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

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

May 2, 2013

KINGSPORT CITY SCHOOLS  
FISCAL YEAR 2012-2013  
BUDGET AMENDMENT NUMBER FIVE

**GENERAL PURPOSE SCHOOL FUND**

**ITEM ONE: CURRENT YEAR PROPERTY TAXES**

As reported in the 3<sup>rd</sup> quarter financial update, it appears that our Current Year Property Tax collections will be approximately \$100,000 below the estimate. It is recommended that the estimate for Current Year Property Taxes be decreased by \$100,000.

**ITEM TWO: LOCAL OPTION SALES TAX**

For the first 10 months of the year we have received \$6,121,755 in sales tax revenue. This amount includes the increased funds from Sullivan County due to the increase in ADA %. In FY 2012 we received a total of \$1,186,480 in the last 2 months of the year. If we assume that collections will be flat compared to last year the total amount projected to be collected this year will be \$7,308,235. This amount is \$162,765 below the current estimate of \$7,471,000. It is recommended that the estimate for Sales Tax revenue be decreased by \$163,000.

**ITEM THREE: OTHER COUNTY REVENUE**

Other county revenues are being increased in the net amount of \$131,000. This increase will offset a portion of the shortfalls in Current Year Property Taxes and Sales Tax.

- Trustee's Collection-Prior Year Property Taxes – The current estimate is \$300,000. We have collected just over \$356,000 so far this year and this should be close to the total for the year. It is recommended that the estimate for Trustee's Collection-Prior Year Property Taxes be increased by \$56,000.
- Circuit Clerk and Master-Prior Year Property Taxes – The current estimate is \$150,000. We have collected \$120,000 and should collect an additional \$80,000 prior to June 30. It is recommended that the estimate for Circuit Clerk and Master-Prior Year Property Taxes be increased by \$50,000.
- Pick-Up Taxes – The current estimate is \$100,000. We have collected just over \$155,000 so far this year and this should be close to the total for the year. It is recommended that the estimate for Pick-Up Taxes be increased by \$55,000.
- Other Taxes – The current estimate for Other Taxes is \$50,000. We have collected just over \$19,000 so far this year and this should be close to the total for the year. It is recommended that the estimate for Other Taxes be decreased by \$30,000.

**ITEM FOUR: TEXTBOOK APPROPRIATION**

There is a balance in the textbook accounts of approximately \$145,000. It is recommended that \$132,000 of these funds be used to offset the decreases in Current Year Property Tax and Sales Tax revenue. It is further recommended that \$12,750 be used to fund the increased cost of the School Resource Officers. It is recommended that the appropriation for textbooks be decreased

by \$144,750.

#### **ITEM FIVE: FUND TRANSFERS**

The amount budgeted for the transfer to the General Fund for the 4 School Resource Officers was \$240,000. The actual transfer will be in the amount of \$252,750. It is recommended that the appropriation for Fund Transfers be increased by \$12,750.

#### **ITEM SIX: JOHN ADAMS PTA DONATION**

John Adams Elementary is in process of purchasing 20 iPads w/cart and Mac Book at a total cost of approximately \$15,000. They are planning on spending approximately \$4,000 in budgeted funds and the John Adams PTA is planning on funding the balance of \$11,000. The PTA has already given us a check for \$6,000 and anticipate donating the balance in late May. It is recommended that the estimated revenue for Other Local Revenue be increased by \$11,000 and that the appropriation for John Adams-Technology equipment be increased by \$11,000.

#### **ITEM SEVEN: UNITED HEALTHCARE GRANT – JOHNSON SCHOOL**

Debbie Moore, Family Liaison for Johnson Elementary School, applied for and received a grant through United Healthcare to provide a “Healthy Habits for Healthy Families” event. This event will focus on educating and exposing families to healthy food choices and portion control. The amount of the grant is \$3,000. It is recommended that the estimated revenue for Other Local Revenue and the appropriation for Johnson – Instructional Supplies be increased by \$3,000.

#### **ITEM EIGHT: MISCELLANEOUS TRANSFERS**

Washington Elementary School has requested to transfer \$7,670 from their Instructional Equipment account to their Maintenance of Equipment account (\$1,000) and to their Non-Instructional Equipment account (\$6,670). This will give them enough funding to finish the year with printing costs and allow them to purchase some additional playground equipment. It is recommended that these transfers be approved.

### **GENERAL PROJECT FUND**

We have received the bids for the Johnson and Lincoln Freezer/Cooler projects and for the Jackson Secure Entrance project. The bids for the School Nutrition projects came in slightly higher than estimated and these projects can be covered from within the current School Nutrition Services budget. The bid for the Jackson project also came in higher than estimated and will require additional funding. The bids for the Robinson Parking Lot Improvements came in lower than estimated, therefore there are funds available in that project that can be transferred to the Jackson project.

It is recommended that \$32,100 of available funding within the Robinson Parking Lot Improvement project (GP1303) be transferred to the Jackson Secure Entrance project (GP1302).

## **FEDERAL PROJECTS FUND**

The estimated revenue and appropriations for the Federal Projects Fund are currently in the amount of \$6,477,223. This amount was based on estimates and information known at the time of initial approval and now needs to be adjusted to the actual amount of the grants. We have received the new Focus School Grant for \$400,000 and the Consolidated Administration is funded \$107,039 from transfers from other projects within this fund.

The details of the changes are shown on the enclosed Schedule of Federal Projects. It is recommended that the estimated revenues and appropriations for the Federal Projects Fund be increased by the net amount of \$710,922. This will make the revised estimated revenue and appropriation amounts \$7,188,145.

## **SCHOOL SPECIAL PROJECTS FUND**

The estimated revenue and appropriations for active projects within the School Special Projects Fund are currently in the amount of \$1,157,646. The initial budgets for these grants were estimates based on previous year's information. There have been new grants received during the year that total \$68,546. There are increases in the Family Resource, Coordinated School Health and the Homeless programs of \$11,487 that are local donations and there is a decrease of \$26,550 in the LEAPS After-School grant.

The details of the changes are shown on the enclosed Schedule of School Special Projects. It is recommended that the estimated revenues and appropriations for the School Special Projects Fund be increased by the net amount of \$54,103. This will make the revised estimated revenue and appropriation amounts \$1,211,749.



**AGENDA ACTION FORM**

**Consideration of an Ordinance to Amend the FY 2013 Schools Federal Projects Fund Budget.**

To: Board of Mayor and Aldermen  
 From: John G. Campbell, City Manager *[Signature]*

Action Form No.: AF-108-2013  
 Work Session: May 6, 2013  
 First Reading: May 7, 2013

Final Adoption: May 21, 2013  
 Staff Work By: David Frye  
 Presentation By: David Frye

**Recommendation:**

Approve the Ordinance.

**Executive Summary:**

On May 2, 2013, the Board of Education approved an amendment to the FY 2012-2013 Schools' Federal Project Fund budget. This fund accounts for entitlement grants received from the federal government. The current budget is \$6,477,223, based on estimated amounts. The estimates are being adjusted to actual amounts. There is a net increase for this budget of \$710,922. This makes the amended total \$7,188,145.

**Attachments:**

1. Ordinance
2. BOE Budget Amendment Number Five

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

	<u>Y</u>	<u>N</u>	<u>O</u>
Clark	—	—	—
Joh	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Shupe	—	—	—
Phillips	—	—	—



AGENDA ACTION FORM

Consideration of an Ordinance to Amend the FY 2013 Schools Federal Projects Fund Budget.

To: Board of Mayor and Aldermen
From: John G. Campbell, City Manager

Action Form No.: AF-108-2013
Work Session: May 6, 2013
First Reading: May 7, 2013
Final Adoption: May 21, 2013
Staff Work By: David Frye
Presentation By: David Frye

Recommendation:

Approve the Ordinance.

Executive Summary:

On May 2, 2013, the Board of Education approved an amendment to the FY 2012-2013 Schools' Federal Project Fund budget. This fund accounts for entitlement grants received from the federal government. The current budget is \$6,477,223, based on estimated amounts. The estimates are being adjusted to actual amounts. There is a net increase for this budget of \$710,922. This makes the amended total \$7,188,145.

Attachments:

- 1. Ordinance
2. BOE Budget Amendment Number Five

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

Table with 3 columns: Y, N, O and rows for Clark, Joh, McIntire, Parham, Segelhorst, Shupe, Phillips.

ORDINANCE NO. \*\*\*\*

PRE-FILED  
CITY RECORDER

AN ORDINANCE TO AMEND THE FY 2013 SCHOOL  
FEDERAL GRANT PROJECTS FUND BUDGET; AND, TO  
FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the FY 2013 School Federal Grant Projects Fund budget be amended by increasing/(decreasing) appropriations for Grant funds to the following Grant projects.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<b>Revenues:</b>	\$	\$	\$
CPG013 Carl Perkins Grant	118,561	2,399	120,960
FSG013 Focus School Grant	0	400,000	400,000
T11201 Title I	1,724,048	26,463	1,750,511
T11301 Title I	1,724,048	164,468	1,888,516
T21101 Title II – A	383,102	8,384	391,486
T21201 Title II – A	324,654	11,317	335,971
T21301 Title II – A	324,654	11,743	336,397
T31301 Title III	11,419	136	11,555
ADMN13 Consolidated Administration	0	107,039	107,039
RTTT13 Race To The Top	400,000	(17,728)	382,272
T61301 IDEA Part-B	1,425,600	(2,477)	1,423,123
PS1301 Pre-School	41,137	(822)	40,315
<b>Totals:</b>	<b>6,477,223</b>	<b>710,922</b>	<b>7,188,145</b>
<b>Expenditures:</b>	\$	\$	\$
Instruction	3,165,166	845,519	4,010,685
Support Services	3,066,387	(174,475)	2,891,912
Other Charges (Fund Transfers)	245,670	39,878	285,548
<b>Totals:</b>	<b>6,477,223</b>	<b>710,922</b>	<b>7,188,145</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.

\_\_\_\_\_  
DENNIS PHILLIPS, Mayor

ATTEST:

APPROVED AS TO FORM:

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

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

PASSED ON 1ST READING:

PASSED ON 2ND READING:

May 2, 2013

KINGSPORT CITY SCHOOLS  
FISCAL YEAR 2012-2013  
BUDGET AMENDMENT NUMBER FIVE

**GENERAL PURPOSE SCHOOL FUND**

**ITEM ONE: CURRENT YEAR PROPERTY TAXES**

As reported in the 3<sup>rd</sup> quarter financial update, it appears that our Current Year Property Tax collections will be approximately \$100,000 below the estimate. It is recommended that the estimate for Current Year Property Taxes be decreased by \$100,000.

**ITEM TWO: LOCAL OPTION SALES TAX**

For the first 10 months of the year we have received \$6,121,755 in sales tax revenue. This amount includes the increased funds from Sullivan County due to the increase in ADA %. In FY 2012 we received a total of \$1,186,480 in the last 2 months of the year. If we assume that collections will be flat compared to last year the total amount projected to be collected this year will be \$7,308,235. This amount is \$162,765 below the current estimate of \$7,471,000. It is recommended that the estimate for Sales Tax revenue be decreased by \$163,000.

**ITEM THREE: OTHER COUNTY REVENUE**

Other county revenues are being increased in the net amount of \$131,000. This increase will offset a portion of the shortfalls in Current Year Property Taxes and Sales Tax.

- Trustee's Collection-Prior Year Property Taxes – The current estimate is \$300,000. We have collected just over \$356,000 so far this year and this should be close to the total for the year. It is recommended that the estimate for Trustee's Collection-Prior Year Property Taxes be increased by \$56,000.
- Circuit Clerk and Master-Prior Year Property Taxes – The current estimate is \$150,000. We have collected \$120,000 and should collect an additional \$80,000 prior to June 30. It is recommended that the estimate for Circuit Clerk and Master-Prior Year Property Taxes be increased by \$50,000.
- Pick-Up Taxes – The current estimate is \$100,000. We have collected just over \$155,000 so far this year and this should be close to the total for the year. It is recommended that the estimate for Pick-Up Taxes be increased by \$55,000.
- Other Taxes – The current estimate for Other Taxes is \$50,000. We have collected just over \$19,000 so far this year and this should be close to the total for the year. It is recommended that the estimate for Other Taxes be decreased by \$30,000.

**ITEM FOUR: TEXTBOOK APPROPRIATION**

There is a balance in the textbook accounts of approximately \$145,000. It is recommended that \$132,000 of these funds be used to offset the decreases in Current Year Property Tax and Sales Tax revenue. It is further recommended that \$12,750 be used to fund the increased cost of the School

Resource Officers. It is recommended that the appropriation for textbooks be decreased by \$144,750.

#### **ITEM FIVE: FUND TRANSFERS**

The amount budgeted for the transfer to the General Fund for the 4 School Resource Officers was \$240,000. The actual transfer will be in the amount of \$252,750. It is recommended that the appropriation for Fund Transfers be increased by \$12,750.

#### **ITEM SIX: JOHN ADAMS PTA DONATION**

John Adams Elementary is in process of purchasing 20 iPads w/cart and Mac Book at a total cost of approximately \$15,000. They are planning on spending approximately \$4,000 in budgeted funds and the John Adams PTA is planning on funding the balance of \$11,000. The PTA has already given us a check for \$6,000 and anticipate donating the balance in late May. It is recommended that the estimated revenue for Other Local Revenue be increased by \$11,000 and that the appropriation for John Adams-Technology equipment be increased by \$11,000.

#### **ITEM SEVEN: UNITED HEALTHCARE GRANT – JOHNSON SCHOOL**

Debbie Moore, Family Liaison for Johnson Elementary School, applied for and received a grant through United Healthcare to provide a “Healthy Habits for Healthy Families” event. This event will focus on educating and exposing families to healthy food choices and portion control. The amount of the grant is \$3,000. It is recommended that the estimated revenue for Other Local Revenue and the appropriation for Johnson – Instructional Supplies be increased by \$3,000.

#### **ITEM EIGHT: MISCELLANEOUS TRANSFERS**

Washington Elementary School has requested to transfer \$7,670 from their Instructional Equipment account to their Maintenance of Equipment account (\$1,000) and to their Non-Instructional Equipment account (\$6,670). This will give them enough funding to finish the year with printing costs and allow them to purchase some additional playground equipment. It is recommended that these transfers be approved.

### **GENERAL PROJECT FUND**

We have received the bids for the Johnson and Lincoln Freezer/Cooler projects and for the Jackson Secure Entrance project. The bids for the School Nutrition projects came in slightly higher than estimated and these projects can be covered from within the current School Nutrition Services budget. The bid for the Jackson project also came in higher than estimated and will require additional funding. The bids for the Robinson Parking Lot Improvements came in lower than estimated, therefore there are funds available in that project that can be transferred to the Jackson project.

It is recommended that \$32,100 of available funding within the Robinson Parking Lot Improvement project (GP1303) be transferred to the Jackson Secure Entrance project (GP1302).

## **FEDERAL PROJECTS FUND**

The estimated revenue and appropriations for the Federal Projects Fund are currently in the amount of \$6,477,223. This amount was based on estimates and information known at the time of initial approval and now needs to be adjusted to the actual amount of the grants. We have received the new Focus School Grant for \$400,000 and the Consolidated Administration is funded \$107,039 from transfers from other projects within this fund.

The details of the changes are shown on the enclosed Schedule of Federal Projects. It is recommended that the estimated revenues and appropriations for the Federal Projects Fund be increased by the net amount of \$710,922. This will make the revised estimated revenue and appropriation amounts \$7,188,145.

## **SCHOOL SPECIAL PROJECTS FUND**

The estimated revenue and appropriations for active projects within the School Special Projects Fund are currently in the amount of \$1,157,646. The initial budgets for these grants were estimates based on previous year's information. There have been new grants received during the year that total \$68,546. There are increases in the Family Resource, Coordinated School Health and the Homeless programs of \$11,487 that are local donations and there is a decrease of \$26,550 in the LEAPS After-School grant.

The details of the changes are shown on the enclosed Schedule of School Special Projects. It is recommended that the estimated revenues and appropriations for the School Special Projects Fund be increased by the net amount of \$54,103. This will make the revised estimated revenue and appropriation amounts \$1,211,749.



AGENDA ACTION FORM

Consideration of an Ordinance to Amend the FY 2013 Schools Special Projects Fund Budget.

To: Board of Mayor and Aldermen
From: John G. Campbell, City Manager

Action Form No.: AF-109-2013
Work Session: May 6, 2013
First Reading: May 7, 2013

Final Adoption: May 21, 2013
Staff Work By: David Frye
Presentation By: David Frye

Recommendation:

Approve the Ordinance.

Executive Summary:

On May 2, 2013, the Board of Education approved an amendment to the FY 2012-2013 Schools' Special Project Fund budget. This fund accounts for State of Tennessee grants, competitive grants, and any other grants that may be received. The current budget for active projects is \$1,157,646 based on estimated amounts. There have been new grants received and the estimates are being adjusted to actual amounts. There is a net increase for this budget of \$54,103. This makes the amended total \$1,211,749.

Attachments:

- 1. Ordinance
2. BOE Budget Amendment Number Five

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

Table with 3 columns: Y, N, O and rows for Clark, Joh, McIntire, Parham, Segelhorst, Shupe, Phillips.



## AGENDA ACTION FORM

### Consideration of an Ordinance to Amend the FY 2013 Schools Special Projects Fund Budget.

To: Board of Mayor and Aldermen  
 From: John G. Campbell, City Manager

Action Form No.: AF-109-2013  
 Work Session: May 6, 2013  
 First Reading: May 7, 2013

Final Adoption: May 21, 2013  
 Staff Work By: David Frye  
 Presentation By: David Frye

### Recommendation:

Approve the Ordinance.

### Executive Summary:

On May 2, 2013, the Board of Education approved an amendment to the FY 2012-2013 Schools' Special Project Fund budget. This fund accounts for State of Tennessee grants, competitive grants, and any other grants that may be received. The current budget for active projects is \$1,157,646 based on estimated amounts. There have been new grants received and the estimates are being adjusted to actual amounts. There is a net increase for this budget of \$54,103. This makes the amended total \$1,211,749.

### Attachments:

1. Ordinance
2. BOE Budget Amendment Number Five

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

	<u>Y</u>	<u>N</u>	<u>O</u>
Clark	—	—	—
Joh	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Shupe	—	—	—
Phillips	—	—	—

# PRE-FILED CITY RECORDER

ORDINANCE NO. \*\*\*\*

AN ORDINANCE TO AMEND THE FY 2013 SCHOOL SPECIAL  
PROJECTS FUND BUDGET; AND, TO FIX THE EFFECTIVE  
DATE OF THIS ORDINANCE

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

SECTION I. That the FY 2013 School Special Projects Fund budget be amended by increasing/(decreasing) appropriations for Grant funds to the following Grant projects.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<b>Revenues:</b>	\$	\$	\$
CSH013 Coordinated School Health	100,050	3,950	104,000
FRC012 Family Resource Center	31,262	165	31,427
FRC013 Family Resource Center	29,612	3,000	32,612
HAG012 Homeless Assistance	39,604	500	40,104
HAG013 Homeless Assistance	37,000	3,872	40,872
HEAL13 Heal Appalachia Grant	0	2,000	2,000
HSCA13 Healthier Schools Grant	0	5,000	5,000
LP5013 LEAPS After-School Program S-W	265,500	(26,550)	238,950
PK5113 Pre-K Expansion Grant System-Wide	491,322	0	491,322
PLTW13 Project Lead the Way Grant	0	15,000	15,000
SSA013 Safe Schools Act	25,800	600	26,400
KTIP13 Kingsport Truancy Intervention	53,720	0	53,720
S31301 Safe & Supportive Schools	0	46,516	46,516
Transfer from General School Fund	83,776	50	83,826
<b>Totals:</b>	<b>1,157,646</b>	<b>54,103</b>	<b>1,211,749</b>
<b>Expenditures:</b>	\$	\$	\$
Instruction	398,404	40,263	438,667
Support Services	447,942	39,790	487,732
Non-Instructional Services	265,500	(26,550)	238,950
Capital Outlay	45,800	600	46,400
Other	0	0	0
<b>Totals:</b>	<b>1,157,646</b>	<b>54,103</b>	<b>1,211,749</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.

\_\_\_\_\_  
DENNIS PHILLIPS, Mayor

ATTEST:

APPROVED AS TO FORM:

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

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

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

May 2, 2013

KINGSPORT CITY SCHOOLS  
FISCAL YEAR 2012-2013  
BUDGET AMENDMENT NUMBER FIVE

**GENERAL PURPOSE SCHOOL FUND**

**ITEM ONE: CURRENT YEAR PROPERTY TAXES**

As reported in the 3<sup>rd</sup> quarter financial update, it appears that our Current Year Property Tax collections will be approximately \$100,000 below the estimate. It is recommended that the estimate for Current Year Property Taxes be decreased by \$100,000.

**ITEM TWO: LOCAL OPTION SALES TAX**

For the first 10 months of the year we have received \$6,121,755 in sales tax revenue. This amount includes the increased funds from Sullivan County due to the increase in ADA %. In FY 2012 we received a total of \$1,186,480 in the last 2 months of the year. If we assume that collections will be flat compared to last year the total amount projected to be collected this year will be \$7,308,235. This amount is \$162,765 below the current estimate of \$7,471,000. It is recommended that the estimate for Sales Tax revenue be decreased by \$163,000.

**ITEM THREE: OTHER COUNTY REVENUE**

Other county revenues are being increased in the net amount of \$131,000. This increase will offset a portion of the shortfalls in Current Year Property Taxes and Sales Tax.

- Trustee's Collection-Prior Year Property Taxes – The current estimate is \$300,000. We have collected just over \$356,000 so far this year and this should be close to the total for the year. It is recommended that the estimate for Trustee's Collection-Prior Year Property Taxes be increased by \$56,000.
- Circuit Clerk and Master-Prior Year Property Taxes – The current estimate is \$150,000. We have collected \$120,000 and should collect an additional \$80,000 prior to June 30. It is recommended that the estimate for Circuit Clerk and Master-Prior Year Property Taxes be increased by \$50,000.
- Pick-Up Taxes – The current estimate is \$100,000. We have collected just over \$155,000 so far this year and this should be close to the total for the year. It is recommended that the estimate for Pick-Up Taxes be increased by \$55,000.
- Other Taxes – The current estimate for Other Taxes is \$50,000. We have collected just over \$19,000 so far this year and this should be close to the total for the year. It is recommended that the estimate for Other Taxes be decreased by \$30,000.

**ITEM FOUR: TEXTBOOK APPROPRIATION**

There is a balance in the textbook accounts of approximately \$145,000. It is recommended that \$132,000 of these funds be used to offset the decreases in Current Year Property Tax and Sales Tax revenue. It is further recommended that \$12,750 be used to fund the increased cost of the School Resource Officers. It is recommended that the appropriation for textbooks be decreased

by \$144,750.

#### **ITEM FIVE: FUND TRANSFERS**

The amount budgeted for the transfer to the General Fund for the 4 School Resource Officers was \$240,000. The actual transfer will be in the amount of \$252,750. It is recommended that the appropriation for Fund Transfers be increased by \$12,750.

#### **ITEM SIX: JOHN ADAMS PTA DONATION**

John Adams Elementary is in process of purchasing 20 iPads w/cart and Mac Book at a total cost of approximately \$15,000. They are planning on spending approximately \$4,000 in budgeted funds and the John Adams PTA is planning on funding the balance of \$11,000. The PTA has already given us a check for \$6,000 and anticipate donating the balance in late May. It is recommended that the estimated revenue for Other Local Revenue be increased by \$11,000 and that the appropriation for John Adams-Technology equipment be increased by \$11,000.

#### **ITEM SEVEN: UNITED HEALTHCARE GRANT – JOHNSON SCHOOL**

Debbie Moore, Family Liaison for Johnson Elementary School, applied for and received a grant through United Healthcare to provide a “Healthy Habits for Healthy Families” event. This event will focus on educating and exposing families to healthy food choices and portion control. The amount of the grant is \$3,000. It is recommended that the estimated revenue for Other Local Revenue and the appropriation for Johnson – Instructional Supplies be increased by \$3,000.

#### **ITEM EIGHT: MISCELLANEOUS TRANSFERS**

Washington Elementary School has requested to transfer \$7,670 from their Instructional Equipment account to their Maintenance of Equipment account (\$1,000) and to their Non-Instructional Equipment account (\$6,670). This will give them enough funding to finish the year with printing costs and allow them to purchase some additional playground equipment. It is recommended that these transfers be approved.

### **GENERAL PROJECT FUND**

We have received the bids for the Johnson and Lincoln Freezer/Cooler projects and for the Jackson Secure Entrance project. The bids for the School Nutrition projects came in slightly higher than estimated and these projects can be covered from within the current School Nutrition Services budget. The bid for the Jackson project also came in higher than estimated and will require additional funding. The bids for the Robinson Parking Lot Improvements came in lower than estimated, therefore there are funds available in that project that can be transferred to the Jackson project.

It is recommended that \$32,100 of available funding within the Robinson Parking Lot Improvement project (GP1303) be transferred to the Jackson Secure Entrance project (GP1302).

## **FEDERAL PROJECTS FUND**

The estimated revenue and appropriations for the Federal Projects Fund are currently in the amount of \$6,477,223. This amount was based on estimates and information known at the time of initial approval and now needs to be adjusted to the actual amount of the grants. We have received the new Focus School Grant for \$400,000 and the Consolidated Administration is funded \$107,039 from transfers from other projects within this fund.

The details of the changes are shown on the enclosed Schedule of Federal Projects. It is recommended that the estimated revenues and appropriations for the Federal Projects Fund be increased by the net amount of \$710,922. This will make the revised estimated revenue and appropriation amounts \$7,188,145.

## **SCHOOL SPECIAL PROJECTS FUND**

The estimated revenue and appropriations for active projects within the School Special Projects Fund are currently in the amount of \$1,157,646. The initial budgets for these grants were estimates based on previous year's information. There have been new grants received during the year that total \$68,546. There are increases in the Family Resource, Coordinated School Health and the Homeless programs of \$11,487 that are local donations and there is a decrease of \$26,550 in the LEAPS After-School grant.

The details of the changes are shown on the enclosed Schedule of School Special Projects. It is recommended that the estimated revenues and appropriations for the School Special Projects Fund be increased by the net amount of \$54,103. This will make the revised estimated revenue and appropriation amounts \$1,211,749.



**AGENDA ACTION FORM**

**Consideration of an Ordinance to Amend Various Project Funds**

To: Board of Mayor and Aldermen  
 From: John G. Campbell, City Manager

Action Form No.: AF-106-2013  
 Work Session: May 6, 2013  
 First Reading: May 7, 2013

Final Adoption: May 21, 2013  
 Staff Work By: Judy Smith  
 Presentation By: John Campbell

**Recommendation:** Approve the Ordinance

**Executive Summary:**

This ordinance is a cleanup up ordinance that includes a transfer for State Route 93 & Pavilion Drive in the amount of \$7,754, Cleek Road Phase 2 in the amount of \$8,000, Rock Springs Road Phase2 in the amount of \$50,000 and Golf Maintenance Building project in the amount of \$85,827. The Pet Dairy project will be amended by transferring funds in the amount of \$60,000. The bids for the Pet Dairy site came in higher than anticipated.

The Water and Sewer Project Funds will be amended by transferring funds to the North Kingsport Annexation Projects in the amount of \$445,000 to the Stone Drive Rehab (Grills to Eastman) project in the amount of \$350,000 and to the Hidden Acres/Peppertree project in the amount of \$2,000,000. Most of these projects were budgeted in a General Annexation project and as we get ready to bid projects we are separating them into specific projects for tracking purposes.

**Attachments:**

1. Ordinance

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

	Y	N	O
Clark	—	—	—
Joh	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Shupe	—	—	—
Phillips	—	—	—



**AGENDA ACTION FORM**

**Consideration of an Ordinance to Amend Various Project Funds**

To: Board of Mayor and Aldermen  
 From: John G. Campbell, City Manager

Action Form No.: AF-106-2013  
 Work Session: May 6, 2013  
 First Reading: May 7, 2013

Final Adoption: May 21, 2013  
 Staff Work By: Judy Smith  
 Presentation By: John Campbell

**Recommendation:** Approve the Ordinance

**Executive Summary:**

This ordinance is a cleanup up ordinance that includes a transfer for State Route 93 & Pavilion Drive in the amount of \$7,754, Cleek Road Phase 2 in the amount of \$8,000, Rock Springs Road Phase2 in the amount of \$50,000 and Golf Maintenance Building project in the amount of \$85,827. The Pet Dairy project will be amended by transferring funds in the amount of \$60,000. The bids for the Pet Dairy site came in higher than anticipated.

The Water and Sewer Project Funds will be amended by transferring funds to the North Kingsport Annexation Projects in the amount of \$445,000 to the Stone Drive Rehab (Grills to Eastman) project in the amount of \$350,000 and to the Hidden Acres/Peppertree project in the amount of \$2,000,000. Most of these projects were budgeted in a General Annexation project and as we get ready to bid projects we are separating them into specific projects for tracking purposes.

**Attachments:**

1. Ordinance

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

	Y	N	O
Clark	—	—	—
Joh	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Shupe	—	—	—
Phillips	—	—	—

# PRE-FILED CITY RECORDER

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

AN ORDINANCE TO AMEND THE GENERAL FUND, GENERAL PROJECT, GENERAL PROJECT-SPECIAL REVENUE, MEADOWVIEW PROJECT, CATTAILS PROJECT, WATER AND SEWER PROJECT FUNDS FOR THE FISCAL YEAR ENDING JUNE 30, 2013; 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 Project Fund budgets, General Project-Special Revenue Fund budget, Meadowview Project Fund and Cattails Project Fund budgets be amended by transferring funds from the Netherland Inn Bridge project (GP97027) in the amount of \$26,070, from the Netherland Inn project (GP0919) in the amount of \$21,615, from the Rock Springs Road project (GP0920) in the amount of \$1,707, from the Bays Mountain Road project (GP1203) in the amount of 26,337, from the Street Resurfacing project (NC1300) in the amount of \$24,400 and from the 2011 GO Land Acquisitions project (GP1218) in the amount of \$162,012 to the Pet Dairy Project (GP1204) in the amount of \$60,000, to the Golf Maintenance Building (CG1200) in the amount of \$87,587, to the Winery project (MV1200) in the amount of \$24,400, to the Street Resurfacing Project (GP1219) in the amount of \$24,400 to the State Route 93 Pavilion Dr. project (GP0820) in the amount of \$7,754 to the Cleek Road Phase II project Phase 2 (GP1300) in the amount of \$8,000 and to Rock Springs Road Phase 2 (GP1304) in the amount of \$50,000.

SECTION II. That the Water Project Fund budgets be amended by transferring funds from the Water Storage Tank Rehab project (WA0704) in the amount of \$71,800, from the Rock Springs WL Upgrade project (WA0802) in the amount of \$478,200, and from the Galvanized Water Pipe Replacement Project (WA1202) in the amount of \$64,000 to the Double Springs Tank project (WA1305) in the amount of \$550,000 and to the North Kingsport Annexation project (WA1307) in the amount of \$64,000..

SECTION III. That the Sewer Project Fund budgets be amended by transferring funds from the I & I Replacement Program project (SW0904) in the amount of \$39,516, from the Rock Springs Sewer Expansion project (SW1008) in the amount of \$500,000, from the Rock Springs Sewer Expansion project (SW1202) in the amount of \$1,800,000, and from the Miscellaneous Sewer Line Ext/Annex project (SW1203) in the amount of \$455,484 to the North Kingsport Annexation project (SW1301) in the amount of \$445,000, to the Stone Drive Rehab (Grills to Eastman) (SW1303) in the amount of \$350,000 and to the Hidden Acres/Peppertree project (SW1306) in the amount of \$2,000,000.

	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b>Fund 311: General Project Fund</b>			
<b><u>Netherland Inn Bridge (GP9707)</u></b>			
<b><u>Revenues:</u></b>			
	\$	\$	\$
311-0000-361-2100 Int. 1997 Bonds	29,897	0	29,897
311-0000-361-2200 Int. LGIP	15,787	9,729	25,516
311-0000-368-1010 Bond Funds 1997	47,195	0	47,195
311-0000-391-0100 From General Fund	6,000	0	6,000
311-0000-391-0501 Series 1999 (Mar)	330,668	0	330,668
311-0000-391-0503 Series 1997 Principal	202,805	0	202,805
311-0000-391-0518 Bond Series 2005	200,283	0	200,283
311-0000-391-0601 Int. Series 99 (Mar)	16,640	0	16,640
311-0000-391-0603 Int. Series 97	30,712	0	30,712
311-0000-391-0813 GO Refunding 2004	17,711	0	17,711
311-0000-391-0818 GO Bond Series 2005	7,862	0	7,862
311-0000-391-0913 GO Refunding 2004	243,332	0	243,332
311-0000-391-3300 From Eastman Annex Fund	322,800	(26,070)	296,730
<b>Total:</b>	<b>1,471,692</b>	<b>16,341</b>	<b>1,455,351</b>
<b><u>Expenditures:</u></b>			
311-0000-601-2022 Construction Contracts	1,273,286	(26,070)	1,256,945
311-0000-601-2023 Arch/Eng/Landscaping	198,406	0	198,406

**Total:**

**1,471,692      (26,070)      1,455,351**

**Fund 311: General Fund  
Netherland Inn Road (GP0919)**

**Revenues:**

311-0000-368-1035 Series 2009 A GO Pub Imp.	758,741	(21,615)	737,126
311-0000-368-1037 Series 2009D (BABS) GO	505,673	0	505,673
311-0000-368-2101 Prem. From Bond Sale	10,946	0	10,946
<b>Total:</b>	<b>1,275,360</b>	<b>(21,615)</b>	<b>1,253,745</b>

**Expenditures:**

311-0000-601-2022 Construction Contracts	\$ 6,230	\$ 0	\$ 6,230
311-0000-601-2023 Arch/Eng/Landscaping	196,584	0	196,584
311-0000-601-2097 State Reviews & Permits	100	0	100
311-0000-601-4041 Bond Sale Expense	24,615	0	24,615
311-0000-601-9001 Land	1,800	0	1,800
311-0000-601-9003 Improvements	1,046,031	(21,615)	1,024,416
<b>Total:</b>	<b>1,275,360</b>	<b>(21,615)</b>	<b>1,253,745</b>

**Fund 311: General Project Fund  
Rock Springs Rd (GP0920)**

**Revenues:**

311-0000-368-1031 GO Pub Imp. Series 2007	\$ 10,707	\$ 0	\$ 10,707
311-0000-368-1035 Series 2009A GO Pub Imp	1,399,736	0	1,399,736
311-0000-368-2101 Series Premium From Bonds Sale	12,859	0	12,859
311-0000-391-0100 From General Fund	81,722	(1,707)	80,015
<b>Total:</b>	<b>1,505,024</b>	<b>(1,707)</b>	<b>1,503,317</b>

**Expenditures:**

311-0000-601-2022 Construction Contracts	1,286,982	(336)	1,286,646
311-0000-601-2023 Arch/Eng/Landscaping	95,680	(480)	95,200
311-0000-601-2097 State Review/Permits	2,000	0	2,000
311-0000-601-4041 Bond Sale Expense	22,908	0	22,908
311-0000-601-9001 Land	97,454	(891)	96,563
<b>Total:</b>	<b>1,505,024</b>	<b>(1,707)</b>	<b>1,503,317</b>

**Fund 311: General Project Fund  
Bays Mountain Park Road (GP1203)**

**Revenues:**

311-0000-368-1037 Series 2009D (BABS) GO	\$ 570,000	(26,337)	\$ 543,663
<b>Total:</b>	<b>570,000</b>	<b>(26,337)</b>	<b>543,663</b>

**Expenditures:**

311-0000-601-2022 Construction Contracts	500,000	257	500,257
311-0000-601-2023 Arch/Eng/Landscaping	70,000	(26,594)	43,406
<b>Total:</b>	<b>570,000</b>	<b>(26,337)</b>	<b>543,663</b>

**Fund 311: General Project Fund  
Pet Dairy Project (GP1204)**

**Revenues:**

311-0000-368-1040 Series 2011 GO Pub Imp	\$ 278,048	\$ 50,025	\$ 328,073
311-0000-368-2101 Prem. From Bond Sale	4,283	0	4,283
311-0000-391-0100 From General Fund	13,776	1,707	15,483
311-0000-391-3300 From Eastman Annex Fund	10,789	8,268	19,057
<b>Total:</b>	<b>306,896</b>	<b>60,000</b>	<b>366,896</b>

**Expenditures:**

311-0000-601-2022 Construction Contracts	168	0	168
311-0000-601-4041 Bond Sale Expense	7,331	0	7,331
311-0000-601-9001 Land	3,895	0	3,895
311-0000-601-9003 Improvements	295,502	60,000	355,502

**Total:**

<u>306,896</u>	<u>60,000</u>	<u>366,896</u>
----------------	---------------	----------------

**Fund 311: General Project Fund  
2011 GO Land Acquisitions (GP1218)**

**Revenues:**

311-0000-368-1040 Series 2011 GO Pub Imp  
311-0000-368-2101 Prem. From Bond Sale  
**Total:**

\$	\$	\$
480,661	(163,772)	316,889
7,955	0	7,955
<u>488,616</u>	<u>(163,772)</u>	<u>324,844</u>

**Expenditures:**

311-0000-601-4041 Bond Sale Expense  
311-0000-601-9001 Land  
**Total:**

13,616	0	13,616
475,000	(163,772)	311,228
<u>488,616</u>	<u>(163,772)</u>	<u>324,844</u>

**Fund 311: General Project Fund  
Sullivan St. Improvements (GP1226)**

**Revenues:**

311-0000-368-1037 2009 D BABS  
311-0000-368-1040 Series 2011 GO Pub Imp  
311-0000-368-1041 2012C GO Pub Imp  
311-0000-368-2101 Bond Premium  
**Total:**

\$	\$	\$
135,000	0	135,000
0	89,347	89,347
566,291	(89,347)	476,944
24,416	0	24,416
<u>725,707</u>	<u>0</u>	<u>725,707</u>

**Expenditures:**

311-0000-601-2023 Arch/Eng/Landscaping  
311-0000-601-4041 Bond Sale Expense  
311-0000-601-9003 Improvements  
**Total:**

188,673	0	188,673
13,352	0	13,352
523,682	0	523,682
<u>725,707</u>	<u>0</u>	<u>725,707</u>

**Fund 453: Cattails Project Fund  
Golf Maintenance Building (CG1200)**

**Revenues:**

453-0000-391-0527 2012 C GO PUB IMP  
**Total:**

\$	\$	\$
435,000	89,347	524,347
<u>435,000</u>	<u>89,347</u>	<u>524,347</u>

**Expenditures:**

453-0000-601-9003 Improvements  
**Total:**

435,000	89,347	524,347
<u>435,000</u>	<u>89,347</u>	<u>524,347</u>

**Fund 454: Meadowview Project Fund  
Winery (MV1200)**

**Revenues:**

454-0000-391-4900 Meadowview Conference Center  
454-0000-391-6900 Visitor's Enhancement Fund  
**Total:**

\$	\$	\$
69,000	24,400	93,400
175,000	0	175,000
<u>244,000</u>	<u>24,400</u>	<u>268,400</u>

**Expenditures:**

454-0000-601-2022 Construction Contracts  
454-0000-601-2023 Arch/Eng/Landscaping  
454-0000-601-9003 Improvements  
**Total:**

30,362	24,400	54,762
213,638	0	213,638
<u>244,000</u>	<u>24,400</u>	<u>268,400</u>

**Fund 110: General Fund**

**Expenditures:**

110-4804-481-7035 General Project-Special Revenue Fund  
110-4804-481-7026 To Meadowview Fund  
**Total:**

220,933	(24,400)	196,533
69,000	24,400	93,400
<u>289,933</u>	<u>0</u>	<u>289,933</u>

**Fund 420: Meadowview Fund**

**Revenue:**

420-0000-391-0100 From General Fund	69,000	24,400	93,400
<b>Total:</b>	<b>69,000</b>	<b>24,400</b>	<b>93,400</b>

**Expenditures:**

420-6996-696-7604 Meadowview Project Fund	69,000	24,400	93,400
<b>Total:</b>	<b>69,000</b>	<b>24,400</b>	<b>93,400</b>

**Fund 111: General Project -Special Revenue Fund  
Street Resurfacing (NC1300)**

**Revenues:**

111-0000-391-0100 From General Fund	\$ 205,233	\$ (24,400)	\$ 180,833
<b>Total:</b>	<b>205,233</b>	<b>(24,400)</b>	<b>180,833</b>

**Expenditures:**

111-0000-601-2022 Construction Contracts	205,233	(24,400)	180,833
<b>Total:</b>	<b>205,233</b>	<b>(24,400)</b>	<b>180,833</b>

**Fund 311: General Project Fund  
Street Resurfacing (GP1219)**

**Revenues:**

311-0000-368-1037 2009 D BABS	\$ 104,589	\$ 0	\$ 104,589
311-0000-368-1040 Series 2011 GO Pub Imp	250,000	24,400	274,400
<b>Total:</b>	<b>354,589</b>	<b>24,400</b>	<b>378,989</b>

**Expenditures:**

311-0000-601-2022 Construction Contracts	354,329	24,400	378,729
311-0000-601-2023 Arch/Eng/Landscaping	260	0	260
<b>Total:</b>	<b>354,589</b>	<b>24,400</b>	<b>378,989</b>

**Fund 311: General Project Fund  
ST Route 93 & Pavilion Dr (GP0820)**

**Revenues:**

311-0000-361-2200 INT LGIP	\$ 0	\$ 92	\$ 92
311-0000-391-0100 From General Fund	7,968	0	7,968
311-0000-391-3300 From Eastman Annex Fund	0	7,662	7,662
<b>Total:</b>	<b>7,968</b>	<b>7,754</b>	<b>15,722</b>

**Expenditures:**

311-0000-601-2023 Arch/Eng/Landscaping	600	0	600
311-0000-601-9001 Land	2,400	0	2,400
311-0000-601-9003 Improvements	4,968	7,754	12,722
<b>Total:</b>	<b>7,968</b>	<b>7,754</b>	<b>15,722</b>

**Fund 311: General Project Fund  
Cleek Road Phase 2 (GP1300)**

**Revenues:**

311-0000-368-1037 Series 2009D (BABS) GO	\$ 307,195	\$ 8,000	\$ 315,195
311-0000-368-1040 Series 2011GO Pub Imp	2,670,000	0	2,670,000
<b>Total:</b>	<b>2,977,195</b>	<b>8,000</b>	<b>2,985,195</b>

**Expenditures:**

311-0000-601-2020 Professional Consultant	300	0	300
311-0000-601-2023 Arch/Eng/Landscaping	171,761	0	171,761
311-0000-601-9001 Land	8,162	0	8,162
311-0000-601-9003 Improvements	2,796,972	8,000	2,804,972
<b>Total:</b>	<b>2,977,195</b>	<b>8,000</b>	<b>2,985,195</b>

**Fund 311: General Project Fund**  
**Rock Springs Rd Improve Phase 2 (GP1304)**

**Revenue:**

311-0000-368-1035	Series 2009 A GO Pub Imp
311-0000-368-1037	Series 2009D (BABS) GO
311-0000-391-1033	Eastman Annex
<b>Total:</b>	

\$	\$	\$	
	0	21,615	21,615
	0	18,337	18,337
	0	10,048	10,048
	<b>0</b>	<b>50,000</b>	<b>50,000</b>

**Expenditure:**

311-0000-601-2022	Construction Contracts
311-0000-601-2023	Arch/Eng/Landscaping
<b>Total:</b>	

0	20,000	20,000
0	30,000	30,000
<b>0</b>	<b>50,000</b>	<b>50,000</b>

**Fund 451: Water Project Fund**  
**Water Storage Tanks Rehab (WA0704)**

**Revenue:**

451-0000-391-4500	From Water Fund
<b>Total:</b>	

\$	\$	\$	
	2,483,200	(71,800)	2,411,400
	<b>2,483,200</b>	<b>(71,800)</b>	<b>2,411,400</b>

**Expenditure:**

451-0000-605-2022	Construction Contracts
451-0000-605-2023	Arch/Eng/Landscaping
451-0000-605-3022	Maintenance Supplies
451-0000-605-9001	Land
451-0000-605-9003	Improvements
<b>Total:</b>	

1,416,436	0	1,416,436
325,630	(15,000)	310,630
293,400	0	293,400
6,830	0	6,830
440,904	(56,800)	384,104
<b>2,483,200</b>	<b>(71,800)</b>	<b>2,411,400</b>

**Fund 451: Water Project Fund**  
**Rock Springs WL Upgrade (WA0802)**

**Revenue:**

451-0000-391-0519	2005 Water & Sewer RT
451-0000-391-4500	From Water Fund
<b>Total:</b>	

\$	\$	\$	
	174,761	0	174,761
	1,425,239	(478,200)	947,039
	<b>1,600,000</b>	<b>(478,200)</b>	<b>1,121,800</b>

**Expenditure:**

451-0000-605-2022	Construction Contracts
451-0000-605-2023	Arch/Eng/Landscaping
<b>Total:</b>	

1,400,000	(478,200)	921,800
200,000	0	200,000
<b>1,600,000</b>	<b>(478,200)</b>	<b>1,121,800</b>

**Fund 451: Water Project Fund**  
**Galvanized WA Pipe Replacement (WA1202)**

**Revenue:**

451-0000-391-0526	Series 2011 GO Bonds
<b>Total:</b>	

\$	\$	\$	
	1,234,970	(64,000)	1,170,970
	<b>1,234,970</b>	<b>(64,000)</b>	<b>1,170,970</b>

**Expenditure:**

451-0000-605-2023	Arch/Eng/Landscaping
451-0000-605-2097	State Reviews/Permits
451-0000-605-9001	Land
451-0000-605-9003	Improvements
<b>Total:</b>	

118,400	(77)	118,323
2,500	0	2,500
2,000	(838)	1,162
1,112,070	(63,085)	1,048,985
<b>1,234,970</b>	<b>(64,000)</b>	<b>1,170,970</b>

**Fund 451: Water Project Fund**  
**Double Springs Tank (WA1305)**

**Revenue:**

451-0000-391-4500	From Water Fund
<b>Total:</b>	

\$	\$	\$	
	0	550,000	550,000
	<b>0</b>	<b>550,000</b>	<b>550,000</b>

**Expenditure:**

451-0000-605-2023	Arch/Eng/Landscaping
451-0000-605-9001	Land
451-0000-605-9003	Improvements
<b>Total:</b>	

0	50,000	50,000
0	20,000	20,000
0	480,000	480,000
<b>0</b>	<b>550,000</b>	<b>550,000</b>

**Fund 451: Water Project Fund  
North Kingsport Annexation (WA1307)**

**Revenue:**  
451-0000-391-0526 Series 2011 GO Bonds  
**Total:**

\$	\$	\$
0	64,000	64,000
<b>0</b>	<b>64,000</b>	<b>64,000</b>

**Expenditure:**  
451-0000-605-2023 Arch/Eng/Landscaping  
451-0000-605-9003 Improvements  
**Total:**

0	8,000	8,000
0	56,000	56,000
<b>0</b>	<b>64,000</b>	<b>64,000</b>

**Fund 452: Sewer Project Fund  
I & I Replacement Program (SW0904)**

**Revenue:**  
452-0000-391-0516 Water & Sewer RT  
452-0000-391-4200 From Sewer Fund  
**Total:**

\$	\$	\$
450,000	0	450,000
1,972,770	(39,516)	1,933,254
<b>2,422,770</b>	<b>(39,516)</b>	<b>2,383,254</b>

**Expenditure:**  
452-0000-606-2022 Construction Contracts  
452-0000-606-2023 Arch/Eng/Landscaping  
452-0000-606-2097 State Reviews/Permits  
452-0000-606-9001 Land  
**Total:**

2,071,525	(31,624)	2,039,901
315,054	(2,267)	312,787
7,700	(5,625)	2,075
28,491	0	28,491
<b>2,422,770</b>	<b>(39,516)</b>	<b>2,383,254</b>

**Fund 452: Sewer Project Fund  
Rock Springs Sewer Expand (SW1008)**

**Revenue:**  
452-0000-391-0525 Series 2009 D (BABS) GO  
**Total:**

\$	\$	\$
4,926,941	(500,000)	4,426,941
<b>4,926,941</b>	<b>(500,000)</b>	<b>4,426,941</b>

**Expenditure:**  
452-0000-606-2023 Arch/Eng/Landscaping  
452-0000-606-2097 State Reviews/Permits  
452-0000-606-9001 Land  
452-0000-606-9003 Improvements  
**Total:**

518,111	(11,654)	506,457
6,675	0	6,675
200,000	0	200,000
4,202,155	(488,346)	3,713,809
<b>4,926,941</b>	<b>(500,000)</b>	<b>4,426,941</b>

**Fund 452: Sewer Project Fund  
Rock Springs Sewer Expand (SW1202)**

**Revenue:**  
452-0000-391-0526 Series 2011 GO Bonds  
452-0000-391-0527 Series 2012C GO Pub Imp  
**Total:**

\$	\$	\$
2,000,000	(100,000)	1,900,000
1,700,000	(1,700,000)	0
<b>3,700,000</b>	<b>(1,800,000)</b>	<b>1,900,000</b>

**Expenditure:**  
452-0000-606-2023 Arch/Eng/Landscaping  
452-0000-606-2097 State Reviews/Permits  
452-0000-606-9001 Land  
452-0000-606-9003 Improvements  
**Total:**

220,000	0	220,000
675	0	675
200,000	(200,000)	0
3,279,325	(1,600,000)	1,679,325
<b>3,700,000</b>	<b>(1,800,000)</b>	<b>1,900,000</b>

**Fund 452: Sewer Project Fund  
Misc Sewer Line Ext/Annex (SW1203)**

**Revenue:**  
452-0000-391-4200 From Sewer Fund  
**Total:**

\$	\$	\$
946,784	(455,484)	491,300
<b>946,784</b>	<b>(455,484)</b>	<b>491,300</b>

<b>Expenditure:</b>				
452-0000-606-2097	State Reviews/Permits	2,000	0	2,000
452-0000-606-9001	Land	50,000	0	50,000
452-0000-606-9003	Improvements	894,784	(455,484)	439,300
	<b>Total:</b>	<b>946,784</b>	<b>(455,484)</b>	<b>491,300</b>

**Fund 452: Sewer Project Fund  
North Kingsport Annexation (SW1301)**

<b>Revenue:</b>				
452-0000-391-4200	From Sewer Fund	0	445,000	445,000
	<b>Total:</b>	<b>0</b>	<b>445,000</b>	<b>445,000</b>

<b>Expenditure:</b>				
452-0000-606-2023	Arch/Eng/Landscaping	0	45,000	45,000
452-0000-606-9003	Improvements	0	400,000	400,000
	<b>Total:</b>	<b>0</b>	<b>445,000</b>	<b>445,000</b>

**Fund 452: Sewer Project Fund  
Stone Dr. Rehab (Grills to Eastman) (SW1303)**

<b>Revenue:</b>				
452-0000-391-0525	Series 2009 D (BABS) GO	0	350,000	350,000
	<b>Total:</b>	<b>0</b>	<b>350,000</b>	<b>350,000</b>

<b>Expenditure:</b>				
452-0000-606-2023	Arch/Eng/Landscaping	0	49,000	49,000
452-0000-606-9003	Improvements	0	301,000	301,000
	<b>Total:</b>	<b>0</b>	<b>350,000</b>	<b>350,000</b>

**Fund 452: Sewer Project Fund  
Hidden Acres/Peppertree (SW1306)**

<b>Revenue:</b>				
452-0000-391-0525	Series 2009 D (BABS) GO	0	150,000	150,000
452-0000-391-0526	Series 2011 GO Bonds	0	100,000	100,000
452-0000-391-0527	Series 2012C GO Pub Imp	0	1,700,000	1,700,000
452-0000-391-4200	From Sewer Fund	0	50,000	50,000
	<b>Total:</b>	<b>0</b>	<b>2,000,000</b>	<b>2,000,000</b>

<b>Expenditure:</b>				
452-0000-606-2023	Arch/Eng/Landscaping	0	280,000	280,000
452-0000-606-9003	Improvements	0	1,720,000	1,720,000
	<b>Total:</b>	<b>0</b>	<b>2,000,000</b>	<b>2,000,000</b>

SECTION IV. 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.

\_\_\_\_\_  
DENNIS R. PHILLIPS, Mayor

ATTEST:

APPROVED AS TO FORM:

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

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

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

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



AGENDA ACTION FORM

Consideration of an Offer to Purchase Both Properties on Roller Street

To: Board of Mayor and Aldermen
From: John G. Campbell, City Manager

Handwritten signature of John G. Campbell

Action Form No.: AF-113-2013
Work Session: May 20, 2013
First Reading: N/A

Final Adoption: May 21, 2013
Staff Work By: John Campbell
Presentation By: John Campbell

Recommendation: Consider the offer to purchase and take the action determined by the Board of Mayor and Aldermen.

Executive Summary:

A representative of K-VA-T will be at the meeting Monday, May 20, 2013 to make an offer to purchase both the North Arch Street property (Appraisal at \$102,000) and the South Arch Street property (Appraisal at \$93,000). If the K-VA-T offer equals or exceeds this amount, I would recommend we accept.

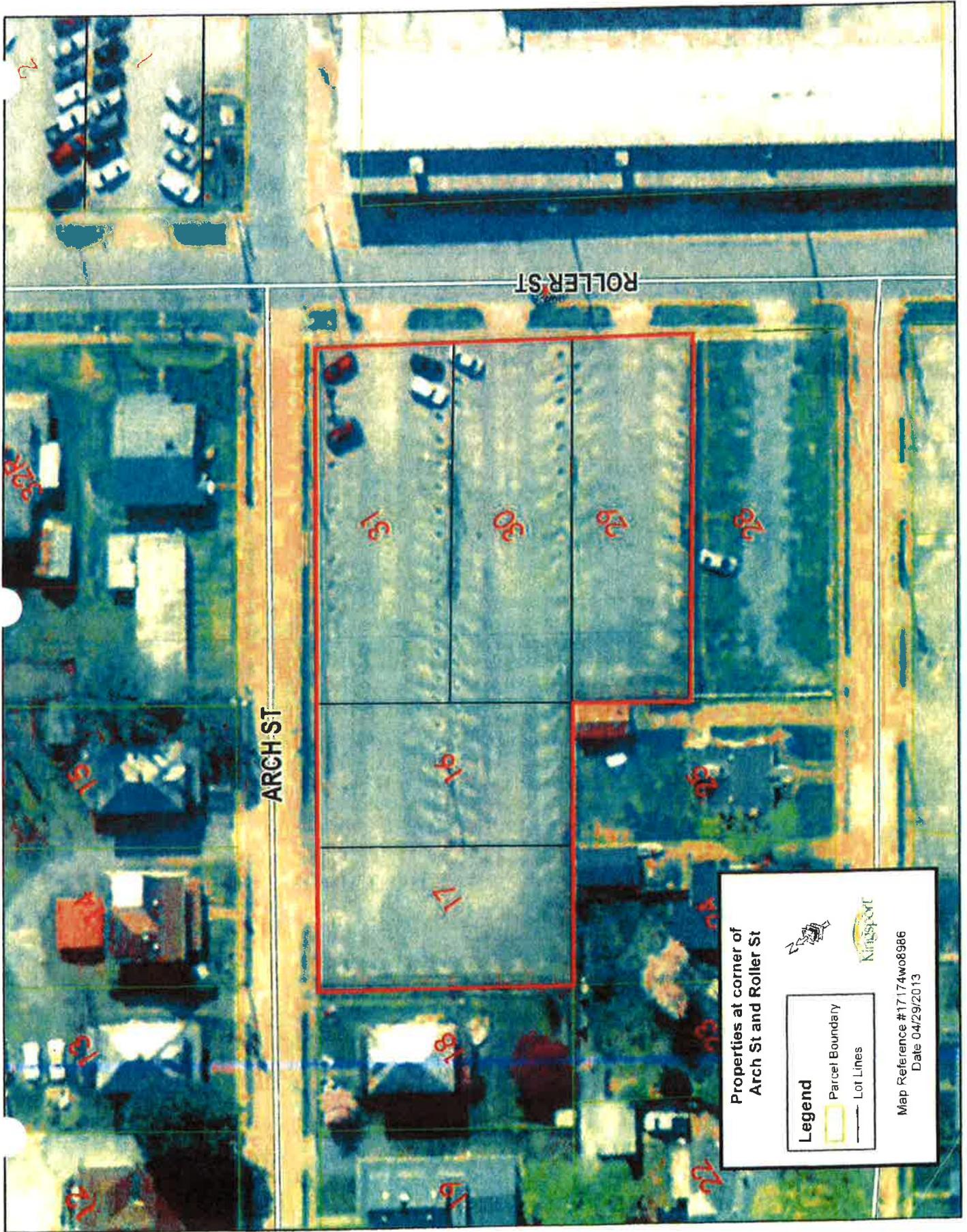
Currently we do not have another offer that is valid. The previous counteroffer has terminated by time period. And the realtor says his client is not planning to reinstate. No one at the auction bid on the South Arch Street/Roller property.

Attachments:

- 1. Location Maps

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

Table with 3 columns: Y, N, O and rows for Clark, Joh, McIntire, Parham, Segelhorst, Shupe, Phillips.



ARCH ST

ROLLER ST

**Properties at corner of Arch St and Roller St**




Map Reference #17174wo8986  
Date 04/29/2013

	Parcel Boundary
	Lot Lines

**Legend**

-  Parcel Boundary
-  Lot Lines

Map Reference #17174wo8986  
Date 04/29/2013

**Property at the Corner of Roller Street and Southern Entrance to Arch Street owned by the City of Kingsport**

