



AGENDA

BOARD OF MAYOR AND ALDERMEN REGULAR WORK SESSION

Monday, June 1, 2009
Council Room — 2nd Floor, City Hall
4:30 p.m.

Board of Mayor and Aldermen

Mayor Dennis R. Phillips, Presiding

Alderman Valerie Joh
Vice Mayor Benjamin K. Mallicote
Alderman Charles K. Marsh, Jr.

Alderman Larry Munsey
Alderman Patrick W. Shull
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. Work Session Tickler
4. Discuss Changing Date of the June 15, 2009 Work Session Meeting – Mayor Dennis R. Phillips
5. Review of Items on June 2, 2009 Regular Business Agenda
6. Presentation of New city Web Site – Tim Whaley
7. 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
June 1, 2009

Special Projects

Higher Education Center

Jeff Fleming

Updated May 29, 2009

Interior finishes and ceiling grid are underway. Sheetrock installation and finishing are nearly complete. Elevator installation is underway. The skylight has been installed and the front entrance glass wall installation is in progress. The exterior brick masonry and window installation continues.

Netherland Inn Road Boat Ramp

Chris McCartt

Updated May 29, 2009

Bids were opened on May 28th for this project. Staff is currently evaluating the low bid and anticipates awarding the bid this week. Additionally, we are anticipating approvals from TVA & TDEC over the next two weeks. Project will begin once the necessary approvals are received.

City Departments

Police Department

DA/Visionair Project

Gale Osborne

Updated May 29, 2009

We ordered hardware/servers on April 29. We request at this meeting approval for a budget transfer to encumber the entire amount of purchase price. The proposed schedule of timelines has been pushed back due to two reading requirements. The hardware/network predicted start date is July 10. All additional timelines predicated on server delivery. We have not received an updated schedule from VisionAir at this time. We are continuing the weekly conference calls with the VisionAir project manager. We are continuing with monthly full team meetings.

Fire Department

Fire Station Seven

Craig Dye

Updated May 27, 2009

The underground utilities and foundations are in place. The steel frame has started to go up. When the frame work is done I've been told they will put on the roof so they can work in the dry. This should speed things up. We are told that the station is still on track for opening the first part of October.

Anyone wishing to visit the project site please schedule a time with the Fire Department.

Finance Department

Sewer Tap Fees

Jim Demming

***Updated May 14, 2009
(no new updates)***

Approximately 50 notification letters were mailed to property owners in the Rock Springs area informing them of the availability of sanitary sewers and the requirements for connecting to the system. The letter also provided information regarding the applicable fees and available financing option for the tap fee. Through May 14th several affected property owners have inquired about the availability of the City's sewer system, but none have proceeded forward with connecting to the system.

Public Works

Shelby Street Update

Ronnie Hammonds

Updated May 27, 2009

Storm Line replacement has been finished. The first phase of the Bradford Pear removals has been completed. Stump removal took place the week of April 20th. Yoshino Cherry trees planting will occur shortly. Sidewalk was slowed temporarily during Clean-up week and by the recent wet weather. The last sidewalk pour was made on May 27th. Road repair will start the week of June 1st and should be finished quickly.

Engineering

Gibson Mill Road Realign

Hank Clabaugh

***Updated May 14, 2009
(no new updates)***

Thomas has now resumed with completion of the final road grading on Cassel Drive and Ravine Drive. Once the final grading is complete, the curb, gutter, and sidewalks will be constructed. The majority of the road is constructed to subgrade. The contractor is currently testing the compaction of the subgrade. It is expected that Ravine Drive and portions of Cassel Drive will be paved with binder in the next several weeks.

Construction continues on the numerous components for the new bridge. Both abutments and both footers for the piers are complete. The construction of the piers resting on the footers remains to be done. Installation of the steel for the bridge deck will begin in mid-May. This work is for Contract 1.

Thomas is currently focusing on the Ravine Drive area. This road will eventually be closed with a cul-de-sac.

Thomas Construction Co. is the contractor for both contracts (Contract 1 – Wellmont; Contract 2 – City).

The notice to proceed date for both contracts was November 3, 2008 and the original final completion for both projects is September 4, 2009.

Engineering, continued

Netherland Inn Bridge

Gary Dault

Updated May 28, 2009

The bridge railing work is nearing completion. At that point the bridge will be complete.

Work at the two approaches is ongoing. Once the guard rails are mostly installed, the work to move traffic over onto the new bridge will begin. This will occur in mid-June. During the switch-over, Netherland Inn Road will be closed for 3 days.

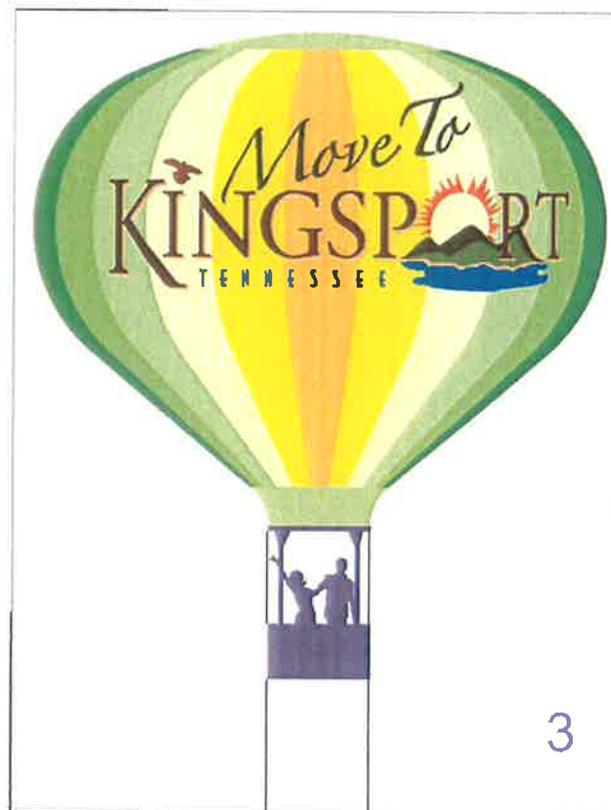
Water/Sewer

Airport Tank Repainting

Ryan McReynolds

Updated May 28, 2009

The Airport Tank is scheduled to be repainted this coming summer/fall. Bids are anticipated to be opened soon. The "Move to Kingsport" logo will be added to the tank with the background color scheme depicting a hot air balloon.



Water/Sewer

Automated Meter Reading ***Chad Austin*** ***Updated May 21, 2009***

Approximately 20,400 meters have been changed out thus far. 70 routes (of 128) are substantially complete. We are on track to begin reading half of our system by July 1.

Rock Springs Area
Waterline Upgrades ***Chad Austin*** ***Updated May 28, 2009***

The waterline on Rock Springs Road is being filled up this week. Testing will take place next week and services will start to be tied over to the new line. Weather has caused some slight delays, but everything should be in service by June 11.

Transportation (MPO / Grants)

Netherland Inn Bank Barn Museum ***Bill Albright*** ***Updated May 14, 2009***
(no new updates)

Construction of the Bank Barn is almost complete. A few "punch list" items should be finalized within the next few days. All of the additional items, with the exception of a few landscaping articles, are completed as well (installation of brick pavers on the back and front (concrete) porches/patios, additional brick walkway from the backside of the Netherland Inn to the back of the Bank Barn, and wrought iron hand railings). A lease agreement between the City and the Netherland Inn Association, detailing operations of the building and museum, will be finalized and adopted at the next BMA meeting.

Transportation (Traffic)

Indian Trail / Stone Drive
Signal & Median ***Michael Thompson*** ***Updated May 28, 2009***

Pavement milling and utility relocations are complete. Signal work is currently underway. The median work will be finalized after signal work is finalized. Most of the work will be done at night from this point forward. Three thru lanes and one turn lane is required to be kept open through the project. Completion is scheduled on or before June 30, 2009.

Stone Drive at Union Flasher ***Michael Thompson*** ***Updated May 28, 2009***

Flasher assembly is on order (expected delivery June 3rd) and TDOT has informed us that we will not need a contract to move forward with installation as this will be considered just a sign installation. Flasher is proposed to be placed for the eastbound traffic in approximately the same location as the existing roadside signal-ahead sign.

Development Services

Cook's Point

Rack Cross

Updated May 27, 2009

Cook's Point was visited by staff for the purpose of general observation, and photographs were taken. It was observed that even after much rain there was no mud washing onto streets. The sown grass continues to grow and areas still remain to be sown. A gravel topping has been added on the rough-in walking trail.

Leisure Services

***Parks & Recreation
Greenbelt***

Kitty Frazier

Updated May 27, 2009

Ducco Construction has mobilized to the greenbelt site and construction is underway.

Kingsport Public Library

Helen Whittaker

Updated May 29, 2009

The action form for the approval of the recommended architect for the library's feasibility study will be on the June 15 agenda.

Bays Mountain Planetarium

Adam Thanz

***Updated May 13, 2009
(no new updates)***

The planetarium theater is still extremely successful in attendance and the amount of shows offered. We have increased the amount of public shows offered each week from 6 with the old theater to 14+. During the summer, the public show offerings will be 23+ per week. The "+" represents shows added as needed. We are currently averaging 4 school programs each day as well. As of early May, we have had almost 18,000 attendance for this fiscal year, most of which has been since March. I will be promoting the planetarium at the upcoming SEPA (Southeastern Planetarium Association) conference in Nashville, TN. This promotion will include providing a special edit of our current in-house production of "Connections" and an update of the 2010 conference hosted by Bays Mountain!



AGENDA

BOARD OF MAYOR AND ALDERMEN

REGULAR BUSINESS MEETING

**Tuesday, June 2 2009
Large Court Room – 2nd Floor, City Hall
7:00 p.m.**

Board of Mayor and Aldermen

Mayor Dennis R. Phillips, Presiding

Alderman Valerie Joh
Vice Mayor Benjamin K. Mallicote
Alderman Charles K. Marsh, Jr.

Alderman Larry A. Munsey
Alderman Patrick W. Shull
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** –Jack Edwards, Retired Minister – Carter-Trent Funeral Homes
- III. ROLL CALL**
- IV. RECOGNITIONS AND PRESENTATIONS**
 - A. Recognition VITA Volunteers – Mayor Dennis R. Phillips
- V. APPROVAL OF MINUTES**
 1. May 18, 2009 Regular Work Session
 2. May 19, 2009 Regular Business Meeting

VI. COMMUNITY INTEREST ITEMS**AA. PUBLIC HEARINGS**

1. Public Hearing and Consideration of an Ordinance to Adopt the FY09-10 Water Fund Budget (AF:167 -2009)
 - Public Hearing
 - Ordinance– First Reading
2. Public Hearing and Consideration of an Ordinance to Adopt the FY09-10 Sewer Fund Budget (AF:168 -2009)
 - Public Hearing
 - Ordinance– First Reading
3. Public Hearing and Consideration of an Ordinance to Adopt the FY09-10 Budget (AF:169 -2009)
 - Public Hearing
 - Ordinance– First Reading

COMMENT

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

B. BUSINESS MATTERS REQUIRING FIRST READING

1. Consideration of a Budget Ordinance to Appropriate Funds for a Contract with the Virginia Department of Transportation Accepting Federal and State Transportation Planning Funds on Behalf of the Kingsport MPO (AF:146 - 2009)
 - Ordinance – First Reading
2. Consideration of an Ordinance Providing for the FY10 Community Development Block Grant Budget (AF:176 -2009)
 - Ordinance – First Reading
3. Consideration of an Ordinance Providing for the FY10 Emergency Shelter Grant Budget (AF:177 -2009)
 - Ordinance – First Reading
4. Consideration of an Ordinance to Adopt the FY09-10 School Public Law 93-380 Grant Project Fund Budget (AF:163 -2009)
 - Ordinance – First Reading

5. Consideration of an Ordinance to Adopt the FY09-10 Special School Grant Fund Budget (AF:164 -2009)
 - Ordinance – First Reading
6. Consideration of an Ordinance to Adopt the FY09-10 Metropolitan Planning Project Grant Budget (AF:165 -2009)
 - Ordinance – First Reading
7. Consideration of an Ordinance to Adopt the FY09-10 Urban Mass Transit Budget (AF:166 -2009)
 - Ordinance – First Reading
8. Consideration of a Resolution to Accept Funds Received from Old Dominion Freight Line, Inc. and Authorize the Mayor to Sign all Applicable Documents and Consideration of a Budget Ordinance to Appropriate the Funds (AF:182 -2009)
 - Resolution
 - Ordinance – First Reading
9. Consideration of an Ordinance to Amend the General Fund, General Project Fund, Debt Service Fund, Eastman Annex Fund, Criminal Forfeiture Fund, Risk Insurance Reserve Fund, MeadowView Project Fund and General Project Special Revenue Fund Budgets (AF:170 -2009)
 - Ordinance – First Reading
10. Consideration of an Ordinance to Amend the General Fund by Appropriating Funds from Fund Balance to Purchase Property at 257 Walker Street (Lynn View Middle School) (AF:172 -2009)
 - Ordinance – First Reading

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION

1. Consideration of Ordinances to Annex/Amend Zoning of the RS1 Annexation (AF:122 -2009)
 - Ordinance (Annexation)– Second Reading and Final Adoption
 - Ordinance (Zoning) – Second Reading and Final Adoption

D. OTHER BUSINESS

1. Consideration of a Resolution Authorizing the Mayor to Execute a Concession Agreement with the Senior Center Athletic Club to Provide Concessions at Legion Pool (AF:148 -2009)
 - Resolution
2. Consideration of a Resolution Authorizing the Mayor to Execute an Agreement with Holston Valley Futbol Club to Provide Concessions at Eastman Park (AF:149 -2009)
 - Resolution

3. Consideration of a Resolution Authorizing the Mayor to Execute an Agreement with Holston Valley Futbol Club to Provide a Recreational Youth Soccer Program at Eastman Park (AF:150 -2009)
 - Resolution
4. Consideration of a Resolution Authorizing the Mayor to Execute a Right-of-Way Easement with Kingsport Power Company to service Wellmont Health System (AF:160 -2009)
 - Resolution
5. Consideration of a Resolution Authorizing the Mayor to Execute a Right-of-Way Easement with Kingsport Power Company to Service Tosh Gilbert Building (AF:161 -2009)
 - Resolution
6. Consideration of a Resolution Authorizing the Mayor to Execute a Release Agreement for McDonalds USA LLC, McDonalds Corporation, Brian Grubb, and David Grubb (AF:145 -2009)
 - Resolution
7. Consideration of a Resolution Authorizing the Issuance of a Purchase Order for the Playground Equipment for John Adams Elementary School to Landscape Structures, Inc. (AF:174 -2009)
 - Resolution
8. Consideration of a Resolution to Authorize the Consolidation of all Long Distance Telephone Service for Kingsport City Schools with Embarq Communications, Inc. and to Authorize the Mayor to Sign all Applicable Documents (AF:175 -2009)
 - Resolution
9. Consideration of a Resolution Authorizing the Mayor to Execute Agreements with Various Agencies and Organizations for Community Development Block Grant and Emergency Shelter Grant Funding in Fiscal Year 2009-2010 (AF:178 -2009)
 - Resolution
10. Consideration of a Resolution Awarding the Bid for the Purchase of One (1) Truck Mounted Multipurpose Excavator to CMI Equipment Sales, Inc. (AF:171 -2009)
 - Resolution
11. Consideration of a Resolution Authorizing the Mayor to Execute a Protected Health Information Certification and all Other Documents Necessary and Proper to Implement the Care Spark Program for the City (AF:179 -2009)
 - Resolution

12. Consideration of a Resolution Adopting Wage and Salary, Employee Training and Development, Employee Occupational Safety and Health, and General Provisions Policies for City Employees (AF:159 -2009)
 - Resolution
13. Consideration of a Resolution Authorizing the Mayor to Execute Agreements with Various Agencies and Organizations for Services in Fiscal Year 2009-2010 Benefiting the General Welfare of Kingsport Residents (AF:158 -2009)
 - Resolution
14. Consideration of a Resolution Awarding the Bid for Produce Items for the City of Kingsport City School Food and Nutrition Program to Simply Fresh Produce Company and Authorizing the Mayor to Sign all applicable Documents (AF:180 -2009)
 - Resolution

E. APPOINTMENTS

1. Consideration of Appointments to Kingsport Tree Advisory Board (AF:162 -2009)
 - Approve Appointments
2. Consideration of Approval by the Mayor for Reappointment of Susan Krein, and Appointments of Michael Locke, Matt Kilgore, and Ted Salyers to the Parks and Recreation Advisory Committee (AF:152 -2009)
 - Approve Reappointment and Appointments

VII. CONSENT AGENDA

All matters listed under the Consent Agenda are considered in the ordinary course of business by the Board of Mayor and Aldermen and will be enacted on by one motion in the form listed. If discussion is desired by either the Board or the audience, the item in question will be removed from the Consent Agenda and considered separately.

1. Consideration of an Ordinance to Amend the Schools Federal Projects Fund Budget (AF:135 -2009)
 - Ordinance – Second Reading and Final Adoption
2. Consideration of an Ordinance to Amend the Schools Special Projects Fund Budget (AF:136 -2009)
 - Ordinance – Second Reading and Final Adoption
3. Consideration of an Ordinance to Amend the General Purpose School Fund and the General Projects Fund Budget (AF:134 -2009)
 - Ordinance – Second Reading and Final Adoption

4. Consideration of an Ordinance to Appropriate Funds for the Façade Program and the Redevelopment Incentive Program (AF:139 -2009)
 - Ordinance – Second Reading and Final Adoption
5. Consideration of an Ordinance Authorizing the City Treasurer to Refund Certain Funds to Ball, Rose, and Greenwood, a Tennessee General Partnership d/b/a Reedy Creek Terrace (AF:140 -2009)
 - Ordinance – Second Reading and Final Adoption
6. Approve Issuance of Certificates of Compliance for Businesses to Sell Retail Alcoholic Beverages (AF:142 -2009)
 - Approve Issuance of Certificates

VIII. COMMUNICATIONS

- A. CITY MANAGER
- B. MAYOR AND BOARD MEMBERS
- C. VISITORS

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

IX. ADJOURN

Minutes of the Regular Work Session of the
Board of Mayor and Aldermen, City of Kingsport, Tennessee
Monday, May 18, 2009, 4:30 PM
Council Room – City Hall

PRESENT:

Board of Mayor and Aldermen

Mayor Dennis R. Phillips

Alderman Valerie Joh

Vice-Mayor Benjamin K. Mallicote

Alderman Larry A. Munsey

Alderman Patrick W. Shull

Alderman Jantry Shupe

City Administration

John G. Campbell, City Manager

J. Michael Billingsley, City Attorney

James H. Demming, City Recorder

1. **CALL TO ORDER:** 4:34 p.m., by Mayor Phillips.
2. **ROLL CALL:** By Deputy City Recorder Gilbert. Absent: Alderman Charles K. Marsh, Jr.
3. **WORK SESSION TICKLER.** No comment.
4. **REVIEW OF LONG-TERM FINANCING.** City Manager Campbell went over various charts representing the City's long-term financing such as *BMA Approved Debt Level and Charter Debt Level*. Mr. Campbell explained that Alderman Shull had asked for additional debt service information during BMA discussion and consideration of the FY2010 budget. The City Manager explained that most of the information had been provided at various time over a period of time but this was more concise and also included the 17-year history of funded general fund projects which had not been covered before.
5. **DISCUSSION OF FUNDING DOWNTOWN BUSINESS ORGANIZATIONS.** At this time, Mayor Phillips invited representatives from the Downtown Business Alliance (DBA) to come forward to speak about this newly formed downtown organization because there were several citizens and business' owners in attendance regarding this discussion and public comment.

Doug Beatty spoke on behalf of the DBA, which currently has over 75 members, and provided background on the formation and need for this organized group of merchants and property owners. He wanted to clarify that the group's intent is not to compete with the Downtown Kingsport Association (DKA), but rather to support and work with DKA to benefit downtown businesses, property owners and the citizens in general. He and others have met with members of the DKA to discuss ways to incorporate and integrate

Minutes of the Regular Work Session of the Board of Mayor and Aldermen of Kingsport, Tennessee, Monday, May 18, 2009

DBA members into the membership and board of the DKA. To date, the DBA has been completely self-funded and staffed by volunteers and would now like to request funding assistance from the City.

Mr. Kanishka Biddanda, a DBA member, spoke about the many avenues taken by members of DBA to promote the downtown, including initiating the "explore downtown Kingsport" branding, launching a website that lists every downtown business and, in the near future, publishing a 16-page color publication touting the benefits of the downtown area, all while providing these promotional services at no cost to the City.

Mr. John Vachon, owner of Urban Synergy, added that he and his wife, Angela, own several buildings downtown and see a huge amount of room for growth as they attempt to recruit more young professionals to the area. He believes the two downtown groups can work together, having the downtown interest represented by members of both organizations on one governing board. Mr. Vachon offered to provide each Board member with a copy of the 50-item action plan for the downtown area.

Next, Mr. Larry Crawford, President of the DKA Executive Committee, was invited to address the BMA and audience, on behalf of DKA. Mr. Crawford began by stating that DKA is agreeable to working with the DBA but, currently, the organizations bylaws will require amendment to allow additional board members, as requested; this could be accomplished when DKA board elections are held. He complimented the DBA on the retail and revitalization that has taken place, with DBA input, and emphasized that DKA's goal is and has always been keeping what's best for downtown as its priority.

Further BMA discussion covered the impact to the DKA of dividing the City's funding between it and the DBA and what community activities might be adversely affected by doing so. Due to the current economic climate, private contributions to DKA have also decreased causing further funding difficulty.

Mayor Phillips explained that the City also has to be mindful of limited funding and, in wanting to be supportive of both organizations, believes it best to providing funding for each and encouraged them to work together to accomplish one goal.

Alderman Shupe expressed his discomfort with the City continuing to support two downtown groups and suggested the Mayor appoint an advisory panel to report back to the BMA about a plan moving forward. Vice-Mayor Mallicote opined that he would like to allow some time for the groups to work together before requiring a committee report.

Ms. Mary Glenn Lively of *Finer Things for Her*, a new Broad Street business in the last year, said she is a member of both DKA and DBA and mentioned the need for the business promotion being provided by DBA.

6. REVIEW OF SITES FOR WATER PARK AQUATIC CENTER. Assistant to the City Manager Chris McCartt introduced Mr. Chris Camp, President of Lose and Associates, Inc. regarding proposed City site evaluations for this aquatic center. Mr. Camp provided Board members with a handout as he went over the information

Minutes of the Regular Work Session of the Board of Mayor and Aldermen of Kingsport, Tennessee, Monday, May 18, 2009

contained therein. The data addressed the various components, including three options his company was asked to consider in the process for evaluating and recommending the most favorable site out of four proposed: Grocery Row on West Sullivan Street, Foundry property between East Sullivan Street and Main Street, Meadowview near the Conference Center, and the current Legion Pool site between Fort Henry Drive and East Center Street.

Mr. Camp's presentation described square footage needs and illustrated possible layouts at each site. He identified positive and negative aspects of each, including parking needs and accessibility.

Mr. Russ Hickman of the City's Parks and Recreation Advisory Committee shared details about his visit to a comparable facility in Gainesville designed by Lose & Associates. While it was not co-located with the YMCA, he commented on how busy it was when he visited, particularly, by the number of senior citizens lap swimming. The visit convinced him further that the Meadowview site will allow the City to construct a facility that will allow the features desired, as well as having room to grow in the future.

Mr. Paul Vachon stated that he and his wife, Amber, own and operate Appalachian Medical Massage Associates and, in this context, often work with the elderly and see this facility as a great avenue for rehabilitation.

Some Board members discussed the need to finalize the site selection in order to move this project ahead expeditiously and revisited the vote taken earlier that resulted in a four to three decision for the Meadowview site based on recommendation from the advisory committee formed to research the various sites.

Alderman Mallicote, as one of the three who originally voted against the Meadowview location, stated his reasons for continuing to believe that the downtown site at Grocery Row is superior, including accessibility and redevelopment of an area in need of upgrading. He concluded by recognizing the need to move ahead with the project and indicating his support, with the caveat that some water feature is constructed on the current Legion pool site.

7. REVIEW OF AGENDA ITEMS ON MAY 19, 2009 REGULAR BUSINESS AGENDA. City Manager Campbell, members of staff and community members provided a summary or presentation for each item on the proposed agenda.

8. ADJOURN. Seeing no other matters presented for discussion at this work session, Mayor Phillips adjourned the meeting at 6:55 p.m.

ELIZABETH A. GILBERT
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 19, 2009, 7:00 PM
Large Court Room – City Hall

PRESENT:

Board of Mayor and Aldermen

Mayor Dennis R. Phillips, Presiding
Alderman Valerie Joh
Vice-Mayor Benjamin K. Mallicote
Alderman Larry A. Munsey

Alderman Patrick W. Shull
Alderman Jantry Shupe

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:** By the graduating class of the Kingsport Police Department Citizens Academy.
- II.B. **INVOCATION:** by Pastor Gary Bement of the Bethel Presbyterian Church.
- III. **ROLL CALL:** By City Recorder Jim Demming. Absent: Alderman Charles K. Marsh, Jr.
- IV. **RECOGNITIONS AND PRESENTATIONS.**

A. RECOGNITION OF KINGSFORT POLICE DEPARTMENT (KPD) CITIZENS POLICE ACADEMY. Chief Gale Osborne described police activities in which participants are involved during the academy and recognized the Police Academy graduates present from this 31st class. Mayor Phillips presented each attendee with a graduation certificate as Chief Osborne announced participants' names. Academy graduate, Mr. Frank Bennett, Jr., speaking on behalf of the class, thanked the Board and KPD for providing this opportunity for citizens to experience what the police department contributes to the City's public safety.

B. KEEP KINGSFORT BEAUTIFUL BEAUTIFICATION AWARD. Mr. Andy King, General Manager of MeadowView Convention Resort and Conference Center, presented and narrated a pictorial slide presentation of landscapes showing several residences, a business, a redevelopment area and a church selected to receive Keep Kingsport Beautiful Award honors sponsored by Blue Ridge Properties for May 2009. Alderman Shupe commended the award winners on their contributions to the attractive surroundings of Kingsport and presented award certificates to those honorees in attendance.

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, May 19, 2009**

V. APPROVAL OF MINUTES.

Motion/Second: Munsey/Joh, to approve minutes for the following meetings:

- A. May 4, 2009 Regular Work Session
- B. May 5, 2009 Regular Business Meeting

Approved: All present voting "aye."

VI. COMMUNITY INTEREST ITEMS.

AA. PUBLIC HEARINGS.

1. Public Hearing and Consideration of Ordinances to Annex/Amend Zoning of the RS1 Annexation and Consideration of a Resolution Adopting the Plan of Services (AF: 122-2009). City Planner Ken Weems provided details and background information regarding this requested annexation action.

Motion/Second: Munsey/Joh, to pass, as amended:

AN ORDINANCE TO ANNEX THAT CERTAIN TERRITORY ADJOINING THE PRESENT CORPORATE BOUNDARIES OF THE CITY OF KINGSPORT, EMBRACING THAT CERTAIN PART OF THE 13TH and 15TH CIVIL DISTRICTS OF SULLIVAN COUNTY, TENNESSEE, AND KNOWN AS THE RS1 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 in a roll call vote: Joh, Mallicote, Munsey, Shull, Shupe and Phillips voting "aye."

Motion/Second: Joh/Mallicote, to pass:

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO ZONE PROPERTY ALONG ROCK SPRINGS ROAD, FOXPORT ROAD, HIDDEN ACRES ROAD, HILLVIEW COURT, VALLEYDALE DRIVE, AND SNAPPS FERRY ROAD TO R-1B, RESIDENTIAL DISTRICT, AND PD, PLANNED DEVELOPMENT IN THE 13TH and 15TH CIVIL DISTRICTS 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: Mallicote/Joh, to pass:

Resolution No. 2009-235, A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE RS1 ANNEXATION OF THE CITY OF KINGSPORT, TENNESSEE

Passed: All present voting "aye."

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 19, 2009**

A. PUBLIC COMMENT. Mayor Phillips invited citizens in attendance to speak about any of the remaining agenda items.

Mr. Bob Copus of 857 Tip Top Avenue in the Lynn Garden area of Kingsport thanked the Board for its interest in purchasing the former Lynn View High School property. He stated that the Lynn Garden community feels anything done with that property will be an improvement and is very much appreciated.

Ms. Bobbie Phillips, 2121 Pendragon Road, Kingsport, thanked the Board and City staff, on behalf of the Netherland Inn Association, for its support of both the construction and maintenance of the Bank Barn, addressed in Agenda Item VI.D1. In response to a Board inquiry, she explained the significance and benefits of the recently constructed flatboat which is bringing much positive publicity and attention to the Netherland Inn.

There being no one further 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 Schools Federal Projects Fund Budget (AF: 135-2009).

Motion/Second: Munsey/Shupe, to pass:

AN ORDINANCE TO AMEND THE SCHOOL FEDERAL GRANT PROJECTS FUND BUDGET; 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 Schools Special Projects Fund Budget (AF: 136-2009).

Motion/Second: Shupe/Joh, to pass:

AN ORDINANCE TO AMEND THE SCHOOL SPECIAL 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 General Purpose School Fund and the General Projects Fund Budget (AF: 134-2009).

Motion/Second: Munsey/Shupe, to pass:

AN ORDINANCE TO AMEND THE GENERAL PURPOSE SCHOOL FUND AND THE GENERAL PROJECT FUND BUDGETS; 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 19, 2009

4. Consideration of an Ordinance to Appropriate Funds for the Façade Program and the Redevelopment Incentive Program (AF: 139-2009). Jeff Fleming, Director of Development Services and Assistant City Manager for Economic Development, provided information regarding this funding request. Alderman Shull explained his opposition to this action item is based on the fact the City has contributed in many other ways to downtown development and he doesn't see this as a necessary expenditure, and believes there are other, higher priority, projects.

Motion/Second: Mallicote/Shupe, to pass:

AN ORDINANCE TO AMEND THE GENERAL FUND BUDGET BY APPROPRIATING FUNDS FROM THE GENERAL FUND UNDESIGNATED FUND BALANCE TO ESTABLISH THE REDEVELOPMENT INCENTIVE PROGRAM (GP0928) AND THE FAÇADE PROGRAM (GP0929) FOR THE FISCAL YEAR ENDING JUNE 30, 2009; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on first reading: All present voting "aye," except Shull voting "nay."

5. Consideration of an Ordinance Authorizing the City Treasurer to Refund Certain Funds to Ball, Rose, and Greenwood, a Tennessee General Partnership d/b/a Reddy Creek (AF: 140-2009).

Motion/Second: Joh/Shupe, to pass:

AN ORDINANCE AUTHORIZING THE CITY TREASURER TO REIMBURSE CERTAIN FUNDS TO BALL, ROSE, AND GREENWOOD, A TENNESSEE GENERAL PARTNERSHIP D/B/A REEDY CREEK TERRACE, PURSUANT TO AN AGREEMENT WITH THE CITY FOR THE INSTALLATION OF A TRAFFIC SIGNAL; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION. None.

D. OTHER BUSINESS.

1. Consideration of a Resolution Authorizing an Amendment to an Agreement Between The Netherland Inn Association and The City of Kingsport for Operation and Maintenance of the Netherland Inn Bank Barn and Pioneer Transportation Museum (AF: 143-2009).

Motion/Second: Shull/Shupe, to pass:

Resolution No. 2009-236, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A FIRST AMENDMENT TO THE AGREEMENT WITH THE NETHERLAND INN/EXCHANGE PLACE ASSOCIATION PERTAINING TO THE BANK BARN

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 19, 2009**

2. Consideration of a Resolution Authorizing the Mayor to Execute all Necessary and Proper Documents to Update the Agreement for Services for the Diabetes Management Program (AF: 141-2009).

Motion/Second: Joh/Munsey, to pass:

Resolution No. 2009-237, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH WILSON PHARMACY, INC./CLINICAL MANAGEMENT CONCEPTS, INC. FOR A DIABETES MANAGEMENT PROGRAM

Passed: All present voting "aye."

3. Consideration of a Resolution to Authorize the Purchase of Dell Computers from the Wilson County State Contract and Authorize the Mayor to Sign all Applicable Documents (AF: 144-2009).

Motion/Second: Joh/Shupe, to pass:

Resolution No. 2009-238, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A WILSON COUNTY SCHOOLS COOPERATIVE PURCHASING AGREEMENT TO PURCHASE DELL COMPUTERS FOR THE KINGSPORT CITY SCHOOL SYSTEM

Passed: All present voting "aye."

4. Consideration of a Resolution Adopting a Pay Plan Policy for City Employees (AF: 137-2009).

Motion/Second: Shupe/Joh, to pass:

Resolution No. 2009-239, A RESOLUTION ADOPTING A PAY PLAN POLICY FOR CITY EMPLOYEES

Passed: All present voting "aye."

5. Consideration of a Resolution Authorizing the Mayor to Execute all Documents to Close on the Sale of a Portion of the Quebecor Property for "Project Friday" (AF: 147-2009).

Motion/Second: Munsey/Shull, to pass:

Resolution No. 2009-240, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS TO CLOSE ON THE SALE OF A PORTION OF THE QUEBECOR PROPERTY FOR "PROJECT FRIDAY" AND ANY OTHER DOCUMENTS NECESSARY AND PROPER TO FACILITATE THE SALE OF THE PROPERTY

Passed: All present voting "aye."

E. APPOINTMENTS. None.

VII. CONSENT AGENDA.

Consent Agenda items are considered under one motion.

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, May 19, 2009**

Motion/Second: Shull/Munsey, to adopt:

1. Consideration of an Ordinance Establishing a Policy in Compliance with T.C.A. Section 47-18-2901 for the Protection of Confidential Information on Laptop Computers and Removable Storage Devices (AF: 87-2009).

Adopt:

Ordinance No. 5835, AN ORDINANCE ENACTING A POLICY CREATING SAFEGUARDS AND PROCEDURES FOR ENSURING CONFIDENTIAL INFORMATION REGARDING CITIZENS IS SECURELY PROTECTED ON ALL ON LAPTOP COMPUTERS AND REMOVABLE STORAGE DEVICES FOR THE CITY OF KINGSFORT; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading in a roll call vote: Joh, Mallicote, Munsey, Shull, Shupe and Phillips voting "aye."

2. Consideration of an Approval of Offer for Easements and Right-of-Ways for the Dale Street Sewer Line Extension Project (AF: 138-2009).

Approve:

APPROVAL OF OFFERS FOR EASEMENTS AND RIGHTS-OF-WAY FOR THE DALE STREET SEWER LINE EXTENSION PROJECT

Passed in a roll call vote: Joh, Mallicote, Munsey, Shull, Shupe and Phillips voting "aye."

VIII. COMMUNICATIONS.

A. CITY MANAGER. City Manager Campbell mentioned an article in the TML (Tennessee Municipal League) Town & City publication praising Kingsport for being selected as a semi-finalist for the Harvard Innovation in Government Award.

B. MAYOR AND BOARD MEMBERS. Alderman Shupe thanked Ms. Bobbie Phillips and Mr. James Phillips for all their volunteer contributions to the City and Alderman Joh reported she had been very impressed with the community baccalaureate ceremony. Vice-Mayor Mallicote thanked those involved for the success of the *Racks by the Tracks* fundraiser for Second Harvest Food Bank held last weekend and attended by around 3500 people.

C. VISITORS. Mr. Dick Fortney, 133 E. Sevier Avenue, Kingsport, explained he was appearing before the Board as a taxpayer and not as a merchant or Board member of the Downtown Kingsport Association (DKA), although he is also both. He questioned, as a local citizen, why the City was providing funds to the Downtown Business Alliance (DBA) to rent a concert stage from Asheville, North Carolina for \$14,000 per year when DKA, a local nonprofit, would be willing to provide the stage rented in the past, for a lesser, negotiable amount – which action would save taxpayer money and invest in the local economy, while benefiting an association that does much for the downtown community.

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, May 19, 2009**

Alderman Shull responded that the City has not yet acted on the requested funding proposal made by DBA and Mayor Phillips explained that Broad Street Productions is responsible for supplying the stage and entertainment and the City is not involved in that area. The Mayor further explained how the funding process worked, with requests being considered in the ongoing budget process and the Board's response to both downtown groups, using the limited amount of funds available.

Further discussion centered around the significant increase in the annual rent figure proposed by DKA, the negotiability of that amount and the need for the two downtown associations to work together to resolve any issues for the benefit of the downtown merchants and the community as a whole.

Mr. Fortney agreed that DKA and DBA need to meet for discussion and suggested that the Chamber of Commerce also be included since they are funding channel the City uses for the *Twilight Alive* concert series.

City Manager Campbell confirmed, after inquiry from Alderman Shull, that the Board has a right to audit how the monies provided to these organizations is used and Mr. Fortney encouraged the Board to do so.

IX. ADJOURN. Seeing no other business for consideration at this meeting, Mayor Phillips adjourned the meeting at 8:30 p.m.

ELIZABETH A. GILBERT
Deputy City Recorder

DENNIS R. PHILLIPS
Mayor



AGENDA ACTION FORM

Public Hearing and Consideration of an Ordinance to Adopt the FY09-10 Water Fund Budget

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

Action Form No.: AF167-2009
Work Session: June 01, 2009
First Reading: June 02, 2009

Final Adoption: June 16, 2009
Staff Work By: Smith, McReynolds, Austin, Ensor
Presentation By: McReynolds

Recommendation:

Approve the ordinance.

Executive Summary:

The ordinance for the Water Fund budget includes a Water rate increase of 2% for outside city customers.

Attachments:

- 1. Ordinance

Funding source appropriate and funds are available: _____

	Y	N	O
Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Shull	—	—	—
Shupe	—	—	—
Phillips	—	—	—

ORDINANCE NO. _____

**PRE-FILED
CITY RECORDER**

AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE, ADOPTING A FINAL WATER FUND BUDGET AND APPROPRIATING FUNDS FOR THE FISCAL YEAR BEGINNING JULY 1, 2009 AND ENDING JUNE 30, 2010, AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

Section I. That the revenue received from the sources of income shown in the following summary of estimated revenues and expenditures for the Water and Sewer Funds of the City's annual operating budget for the fiscal year beginning July 1, 2009 and ending June 30, 2010 are hereby appropriated for the various purposes set out in the budget detail on file in the Offices of the City Manager and Chief Financial Officer.

The estimated Water Fund revenues for the FY09-10 Budget of \$14,018,600 less inter-fund transfers, \$2,502,100 Net Water Budget Revenues \$11,516,500 are hereby appropriated.

The estimated Water Fund expenditures for the FY09-10 Budget of \$14,018,600 less inter-fund transfers \$2,502,100 Net Water Fund Budget Expenditures \$11,516,500 are hereby appropriated.

Estimated Revenues and Appropriations for the Fiscal Period July 1, 2009- June 30, 2010.

411- Water Fund

<u>Revenues</u>		<u>Expenditures</u>	
Water Sales	\$12,400,000	Administration	\$1,299,800
Service Charges	228,000	Finance	349,400
Tap Fees	310,200	Water Plant	2,336,800
Penalties	155,000	Maintenance	3,408,100
Rental Income	10,000	Reading & Services	851,700
Investments	130,000	Pilot	443,000
Miscellaneous	13,000	Debt Service	2,624,500
Installation Fees	150,600	Miscellaneous	730,300
Admin Service Recovery	163,600	Capital Projects	1,975,000
<u>Fund Balance</u>	<u>458,200</u>		<u>0</u>
Total Revenues	\$14,018,600	Total Expenditures	\$14,018,600

Section II. That the books, accounts, orders, vouchers or other official documents relating to items of appropriation covered shall indicate the items involved either by name or by symbol or code number as prefixed in the budget detail.

Section III. That authority be and the same is hereby given to the City Manager to issue vouchers in payment of the items of appropriations or expenditures, as they become due or necessary as covered by the foregoing sections and to make expenditures for items exceeding an aggregate cost of \$15,000 when such items are explicitly listed as individually budgeted items in the budget detail.

Section IV. That authority be and the same is given to the City Manager to transfer part or all of any unencumbered appropriations balance among programs within a department and between departments within any given fund, and across departments and/or funds for fleet, risk management or health insurance matters. The Board of Mayor and Aldermen may by Ordinance transfer part or all of any unencumbered appropriations balance from one fund to another.

Section V. That at the close of each fiscal year the unencumbered balance of each appropriation shall revert to the respective fund from which it was appropriated and shall be subject to future appropriation; however, funds previously approved by the Board of Mayor and Aldermen and appropriated for Capital Improvements and/or Grant Projects, whether or not encumbered, shall continue to be considered a re-appropriation for the original purpose, or as amended by the Board of Mayor and Aldermen, for which appropriation was approved and until such time as the project/grant is completed. At the close of each fiscal year, the balance of each appropriation encumbered by a legal obligation, such as a formal contract or purchase order, shall be carried over, along with equal fund balances to cover payment, and considered an automatic re-appropriation into the ensuing budget year. No monies shall be drawn from the Treasury of the City nor shall any obligation for the expenditure of money be incurred, except pursuant to appropriation heretofore described.

Section VI. That authority be and the same is hereby given to the City Manager to transfer an employee from one class title (position) to any other class title (position) listed on the Pay and Classification Plan at the budgeted salary fixed for that Class Title (position) by the Pay Schedule and Wage Projections for the City's Employees incorporated in this ordinance by specific reference; as the same may from time to time become necessary or desirable, add to or delete from a division listed on the Personnel Detail any class title or titles. The Board of Mayor and Aldermen shall establish a salary range for each class title (Position) and the steps from entry level to maximum appearing on the Pay Schedule.

Section VII. That the Pay Plan step increases is applicable to all employees of the City and is hereby approved, effective July 1, 2009. The city manager will receive a 2% step increase effective July 1, 2009.

Section VIII. That the Water Fund Rate Stabilization Plan (FY02-FY14), as amended, and the Capital Improvements Plan (FY10-FY14) is hereby approved. The water usage rates set out within Resolution Number 2001-080 and amendments thereto are hereby amended by a water rate increase of 2% for customers living outside of the corporate limits. The water rate increases shall be applicable to all billings rendered on or after July 1, 2009.

Section IX. The Capital Improvements Plan (FY10-FY14) is hereby approved.

Section X. That this ordinance shall take effect on July 1, 2009, the welfare of the City of Kingsport requiring it.

ATTEST:

DENNIS R. PHILLIPS, Mayor

JAMES H. DEMMING
City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____



AGENDA ACTION FORM

Public Hearing and Consideration of an Ordinance to Adopt the FY09-10 Sewer Fund Budget

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

Action Form No.: AF168-2009
Work Session: June 01, 2009
First Reading: June 02, 2009

Final Adoption: June 16, 2009
Staff Work By: Smith, McReynolds, Austin, Ensor
Presentation By: McReynolds

Recommendation:

Approve the ordinance.

Executive Summary:

The ordinance for the Sewer fund budget includes a sewer rate increase of 10% for outside city customers.

Attachments:

- 1. Ordinance

Funding source appropriate and funds are available: _____

	Y	N	O
Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Shull	—	—	—
Shupe	—	—	—
Phillips	—	—	—

PRE-FILED CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE, ADOPTING A FINAL SEWER BUDGET AND APPROPRIATING FUNDS FOR THE FISCAL YEAR BEGINNING JULY 1, 2009 AND ENDING JUNE 30, 2010, AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

Section I. That the revenue received from the sources of income shown in the following summary of estimated revenues and expenditures for the Water and Sewer Funds of the City's annual operating budget for the fiscal year beginning July 1, 2009 and ending June 30, 2010 are hereby appropriated for the various purposes set out in the budget detail on file in the Offices of the City Manager and Chief Financial Officer.

The estimated Sewer Fund revenues for the FY09-10 Budget of \$13,612,300 less inter-fund transfers, \$1,944,100, Net Sewer Budget Revenues \$11,668,200 are hereby appropriated.

The estimated Sewer Fund expenditures for the FY09-10 Budget of \$13,612,300 less inter-fund transfers, \$1,944,100 Net Sewer Budget Expenditures \$11,668,200 are hereby appropriated.

Estimated Revenues and Appropriations for the Fiscal Period July 1, 2009- June 30, 2010

412- Sewer Fund			
<u>Revenues</u>		<u>Expenditures</u>	
Sewer Sales	\$12,546,300	Administration	\$ 742,100
Service Charges	55,000	Finance	293,600
Tap Fees	225,000	Sewer Plant	2,034,900
Penalties	135,000	Maintenance	2,110,300
Disposal Receipts	65,000	PILOT	618,000
Investments	150,000	Debt Service	5,687,100
Fund Balance Approp.	431,200	Capital Projects	1,950,000
Miscellaneous	4,800	Miscellaneous Exp	176,300
<hr/>		<hr/>	
Total Revenues	\$13,612,300	Total Expenditures	\$13,612,300

Section II. That the books, accounts, orders, vouchers or other official documents relating to items of appropriation covered shall indicate the items involved either by name or by symbol or code number as prefixed in the budget detail.

Section III. That authority be and the same is hereby given to the City Manager to issue vouchers in payment of the items of appropriations or expenditures, as they become due or necessary as covered by the foregoing sections and to make expenditures for items exceeding an aggregate cost of \$15,000 when such items are explicitly listed as individually budgeted items in the budget detail.

Section IV. That authority be and the same is given to the City Manager to transfer part or all of any unencumbered appropriations balance among programs within a department and between departments within any given fund, and across departments and/or funds for fleet, risk management or health insurance matters. The Board of Mayor and Aldermen may by Ordinance transfer part or all of any unencumbered appropriations balance from one fund to another.

Section V. That at the close of each fiscal year the unencumbered balance of each appropriation shall revert to the respective fund from which it was appropriated and shall be subject to future

appropriation; however, funds previously approved by the Board of Mayor and Aldermen and appropriated for Capital Improvements and/or Grant Projects, whether or not encumbered, shall continue to be considered a re-appropriation for the original purpose, or as amended by the Board of Mayor and Aldermen, for which appropriation was approved and until such time as the project/grant is completed. At the close of each fiscal year, the balance of each appropriation encumbered by a legal obligation, such as a formal contract or purchase order, shall be carried over, along with equal fund balances to cover payment, and considered an automatic re-appropriation into the ensuing budget year. No monies shall be drawn from the Treasury of the City nor shall any obligation for the expenditure of money be incurred, except pursuant to appropriation heretofore described.

Section VI. That authority be and the same is hereby given to the City Manager to transfer an employee from one class title (position) to any other class title (position) listed on the Pay and Classification Plan at the budgeted salary fixed for that Class Title (position) by the Pay Schedule and Wage Projections for the City's Employees incorporated in this ordinance by specific reference; and as the same may from time to time become necessary or desirable, add to or delete from a division listed on the Personnel Detail any class title or titles. The Board of Mayor and Aldermen shall establish a salary range for each class title (Position) and the steps from entry level to maximum appearing on the Pay Schedule.

Section VII. That the Pay Plan step increases is applicable to all employees of the City and is hereby approved, effective July 1, 2009. The city manager will receive a 2% step increase effective July 1, 2009.

Section VIII. That the Sewer Funds Rate Stabilization Plan (FY02-FY13), as amended, and the Capital Improvements Plan (FY09-FY13) is hereby approved. The sewer usage rates set out within Resolution Number 2001-080 and amendments thereto are hereby amended by a sewer rate increase of 10% for customers living outside the corporate limits. These sewer rate increases shall be applicable to all billings rendered on or after July 1, 2009.

Section IX. The Capital Improvements Plan (FY10-FY14) is hereby approved.

Section X. That this ordinance shall take effect on July 1, 2009, the welfare of the City of Kingsport 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

Public Hearing and Consideration of an Ordinance to Adopt the FY09-10 Budget

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

Action Form No.: AF169-2009
Work Session: June 1, 2009
First Reading: June 2, 2009

Final Adoption: June 16, 2009
Staff Work By: Judy Smith
Presentation By: Smith, Campbell

Recommendation:

Approve the ordinance.

Executive Summary:

The attached budget ordinance incorporates the budget as presented during the budget work sessions.

Attachments:

- 1. Ordinance

Funding source appropriate and funds are available: _____

	<u>Y</u>	<u>N</u>	<u>O</u>
Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Shull	—	—	—
Shupe	—	—	—
Phillips	—	—	—

AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE, ADOPTING A FINAL BUDGET AND APPROPRIATING FUNDS FOR THE FISCAL YEAR BEGINNING JULY 1, 2009 AND ENDING JUNE 30, 2010, AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

Section I. That the revenue received from the sources of income shown in the following summary of estimated revenues and expenditures for each fund of the City's annual operating budget for the fiscal year beginning July 1, 2009 and ending June 30, 2010 are hereby appropriated for the various purposes set out in the budget detail on file in the Offices of the City Manager and Chief Financial Officer.

The estimated revenues for the total FY09-10 Budget of \$167,720,000 less inter-fund transfers, \$41,038,750, Net Total Budget Revenues \$126,681,250 are hereby appropriated.

The estimated expenditures for the Total FY09-10 Budget of \$167,720,000 less inter-fund transfers \$41,038,750, Net Total Budget Expenditures \$126,681,250 are hereby appropriated.

Estimated Revenues and Appropriations for the Fiscal Period July 1, 2008 - June 30, 2010

110- General Fund

<u>Revenues</u>		<u>Expenditures</u>	
Property Taxes	\$32,958,500	Legislative	\$198,500
Gross Receipts Taxes	4,385,400	General Government	8,099,750
Licenses & Permits	628,500	Development Services Dept.	
	1,661,100		
Fines & Forfeitures	1,918,000	Leisure Services Dept.	5,058,000
Investments	375,000	Police Department	10,940,100
Charges for Services	3,110,900	Fire Department	7,501,700
Miscellaneous	1,363,600	Public Works Department	8,620,500
From Other Agencies	15,420,000	Miscellaneous Government	983,355
State Shared	5,089,500	Transfers	23,630,795
Reserves	640,000		
From Regional Sales Tax	804,400		
Total Revenues	\$66,693,800	Total Expenditures	\$66,693,800

211- Debt Service Fund

<u>Revenues</u>		<u>Expenditures</u>	
From General Fund	\$3,970,200	Redemption of Serial Bonds	
	\$4,356,100		
From School Fund	3,127,800	Interest on Bonds/Notes	3,612,600
From General Proj. Fund	409,100	Misc	38,900
From Eastman Long Island	466,800	Bank Service Charges	5,600
Interest on Investments	39,300		
Total Revenues	\$8,013,200	Total Expenditures	\$8,013,200

415- Solid Waste Management Fund

<u>Revenues</u>		<u>Expenditures</u>	
Commercial/Inds. Fees	\$312,500	Yardwaste Trash Coll.	\$617,400
Tipping Fees	410,000	Household Refuse Coll.	1,627,200
Backdoor Collection	25,000	Demolition Landfill	998,200
Tire Disposal	2,000	Recycling	433,400
Investments	15,000	Miscellaneous	47,200
From General Fund	2,902,800	Other Expenses	243,900

Fund Balance	300,000		
Total Revenues	\$3,967,300	Total Expenditures	\$3,967,300
420- MeadowView Conference Center Fund			
<u>Revenues</u>		<u>Expenditures</u>	
Room Surcharge	\$102,300	Operations	1,340,500
Investments	5,000	Capital	250,500
From Regl Sales Tx Fund	1,325,100		
FF&E Fees	158,600		
From Sinking Fund	0		
Total Revenues	\$1,591,000	Total Expenditures	\$1,591,000
421- Cattails Golf Course Fund			
<u>Revenues</u>		<u>Expenditures</u>	
Sales & Fees	\$1,065,000	Operations	\$1,090,800
Investments	300	Debt Service	658,000
From Regional Sales Tax Fund	763,400	Capital Outlay	109,900
From Sinking Fund	30,000		
Total Revenues	\$1,858,700	Total Expenditures	\$1,858,700
511- Fleet Internal Service Fund			
<u>Revenues</u>		<u>Expenditures</u>	
Charges/Sales & Serv.	\$3,923,200	Operations	\$7,947,300
Depreciation Recovery	1,632,400	Motor Pool	15,100
Investments	151,500	Transfers	0
From Fleet Reserve	2,255,300		
Total Revenues	\$7,962,400	Total Expenditures	\$7,962,400
5- Risk Management Service Fund			
<u>Revenues</u>		<u>Expenditures</u>	
Charges/Sales & Serv.	\$2,235,300	Administration & Prem	\$832,000
		Insurance Claims	1,403,300
Total Revenues	\$2,235,300	Total Expenditures	\$2,235,300
625- Health Insurance Fund			
<u>Revenues</u>		<u>Expenditures</u>	
City Contribution	\$4,082,900	Administration	\$1,262,900
Employee Contributions	1,580,000	Insurance Claims	4,755,000
Fund Balance	300,000		
Investments	55,000		
Total Revenues	\$6,017,900	Total Expenditures	\$6,017,900
126- Criminal Forfeiture Fund			
<u>Revenues</u>		<u>Expenditures</u>	
Contributions	8,000	Special Investigations	8,000
Total Revenues	\$8,000	Total Expenditures	\$8,000
127- Drug Fund			
<u>Revenues</u>		<u>Expenditures</u>	
Fines/Forfeitures	\$12,000	Investigations	\$59,100
Judicial District	9,000	Supplies & Equipment	19,500
Court Fines & Costs/Local	0,000	74,000	Personal Services
Fund Balance	33,600	Capital Outlay	40,000
Total Revenues	\$128,600	Total Expenditures	\$128,600

141 General Purpose School Fund

Revenues

Taxes	\$22,066,300
From State of TN	21,535,000
From Federal Government	2,103,800
Charges for Services	1,088,150
Direct Federal	59,000
Miscellaneous	150,000
From General Fund-MOE	9,021,400
From General Fund-Debt	2,811,600
From General Fund- One Time	500,000
Fund Balance Approp.	0
From Eastman Annex Fund	525,900

Expenditures

Educational Services	\$52,498,850
To Debt Service Fund	3,337,500
Transfers	182,800

Total Revenues	\$57,940,150	Total Expenditures	\$57,940,150
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147 School Food & Nutrition Services Fund

Revenues

Meals	\$2,751,800
Investments	10,000
From State of TN	28,350
Unrealized Commodity Value	171,700
Total Revenues	\$2,961,850

Expenditures

Personnel Services	\$1,375,850
Commodities	1,498,800
Fixed Charges	22,200
Capital Outlay	65,000
Total Expenditures	\$2,961,850

121 State Street Aid Fund

Revenues

From State of TN	\$1,200,000
From General Fund	827,700
Fund Balance	80,000
Total Revenues	\$2,107,700

Expenditures

Maintenance	\$1,937,700
Streets & Sidewalks	170,000

Total Expenditures	\$2,107,700	0
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130- Regional Sales Tax Fund

Revenues

Local Option Sales Tax	\$2,870,900
Investments	22,000
Total Revenues	\$2,892,900

Expenditures

To MeadowView Fund	\$1,325,100
To Cattails Fund	763,400
To General Fund	804,400
Total Expenditures	\$2,892,900

133 Eastman Long Island Tax Fund

Revenues

From the Gen Fund	\$1,422,400
Fund Balance	\$9,100
Total Revenues	\$1,431,500

Expenditures

To School Fund	\$525,900
To Debt Service	\$466,800
To Other Funds	\$438,800
Total Expenditures	\$1,431,500

620 Allendale Trust Fund

Revenues

Investments	\$6,000
Total Revenues	\$6,000

Expenditures

Maintenance	\$6,000
Total Expenditures	\$6,000

612 Bays Mountain Park Commission Fund

Revenues

Investments	\$4,000
-------------	---------

Expenditures

Maintenance	\$8,000
-------------	---------

Donations	20,000	Contracts	38,000
Fund Balance	36,000	Capital Outlay	14,000
Total Revenues	\$60,000	Total Expenditures	\$60,000

7 Palmer Center Trust Fund

<u>Revenues</u>		<u>Expenditures</u>	
Investments	\$500	Donations & Grants	\$500
Total Revenues	\$500	Total Expenditures	\$500

611 Public Library Commission Fund

<u>Revenues</u>		<u>Expenditures</u>	
Investments	\$500	Supplies & Materials	\$500
Total Revenues	\$500	Total Expenditures	\$500

616 Senior Center Advisory Council Fund

<u>Revenues</u>		<u>Expenditures</u>	
Fees	\$144,800	Supplies & Services	\$15,600
Donations	8,500	Contractual	139,500
Fund Balance Appropriations	1,300		
Investments	500		
Total Revenues	\$155,100	Total Expenditures	\$155,100

621 Steadman Cemetery Trust Fund

<u>Revenues</u>		<u>Expenditures</u>	
Investments	\$100	Maintenance	\$100
Total Revenues	\$100	Total Expenditures	\$100

135 Visitor's Enhancement Fund

<u>Revenues</u>		<u>Expenditures</u>	
Tax -Other-Room Occupancy	\$330,000	Operations	\$340,000
Reserves	305,000	Transfers	295,000
Total Revenues	\$635,000	Total Expenditures	\$635,000

626 Retiree's Insurance Fund

<u>Revenues</u>		<u>Expenditures</u>	
City Contributions	\$630,000	Administration	\$55,000
Employee Contributions	262,500	Insurance Claims	997,500
Reserves	160,000		
Total Revenues	\$1,052,500		\$1,052,500

ALL FUNDS' REVENUE SUMMARY

Gross Revenues	\$167,720,000
Less Interfund Transfers	\$41,038,750

ALL FUNDS' EXPENDITURE SUMMARY

Gross Expenditures	\$167,720,000
Less	

Interfund Transfers \$41,038,750

Total FY08 Revenues \$126,681,250

Total FY08 Expenditures \$126,681,250

Section II. That the books, accounts, orders, vouchers or other official documents relating to items of appropriation covered shall indicate the items involved either by name or by symbol or code number as re-fixed in the budget detail.

Section III. That authority be and the same is hereby given to the City Manager to issue vouchers in payment of the items of appropriations or expenditures, as they become due or necessary as covered by the

foregoing sections and to make expenditures for items exceeding an aggregate cost of \$15,000 when such items are explicitly listed as individually budgeted items in the budget detail.

Section IV. That authority be and the same is given to the City Manager to transfer part or all of any encumbered appropriations balance among programs within a department and between departments within any given fund, and across departments and/or funds for fleet, risk management or health insurance matters. The Board of Mayor and Aldermen may by Ordinance transfer part or all of any unencumbered appropriations balance from one fund to another.

Section V. That authority be and the same is hereby given to the City Manager to transfer an employee from one class title (position) to any other class title (position) listed on the Pay and Classification Plan at the budgeted salary fixed for that Class Title (position) by the Pay Schedule and Wage Projections for the City's Employees incorporated in this ordinance by specific reference; for such purpose, to, as the same may from time to time become necessary or desirable, add to or delete from a division listed on the Personnel Detail any class title or titles. The Board of Mayor and Aldermen shall establish a salary range for each class title (Position) and the steps from entry level to maximum appearing on the Pay Schedule.

Section VI. The General Fund Capital Improvements Plan (FY09-FY13) is hereby approved. See exhibit B, attached hereto and incorporated herein by reference.

Section VII. That the Pay Plan step increases is applicable to all employees of the City and is hereby approved, effective July 1, 2009. The city manager will receive a 2% step increase effective July 1, 2009.

Section VIII. The early retirement incentive is appropriated at \$200,000.

Section IX. That this ordinance shall take effect on July 1, 2009, the welfare of the City of Kingsport requiring it.

Attest:

Dennis R. Phillips, Mayor

James H. Demming, City Recorder

Approved as to Form:

J. Michael Billingsley, City Attorney



AGENDA ACTION FORM

Consideration of a Budget Ordinance to Appropriate Funds for a Contract with the Virginia Department of Transportation Accepting Federal and State Transportation Planning Funds on Behalf of the Kingsport MPO

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

Action Form No.: AF-146-2009
 Work Session: June 1, 2009
 First Reading: June 2, 2009

Final Adoption: June 16, 2009
 Staff Work By: Chris Campbell, Judy Smith
 Presentation By: Chris Campbell

Recommendation:

Approve budget ordinance.

Executive Summary:

Each Federal Fiscal Year, the City of Kingsport, on behalf of the Kingsport MPO, receives an appropriation of Section 5303 Planning funds from the Federal Transit Administration via the Virginia Department of Transportation. Note the Kingsport MPO's jurisdiction covers part of Virginia as well as Tennessee and receives separate FTA funding through each state government. These funds are also authorized through the Kingsport MPO and are used for planning and development of the City's Public Transportation Program. For FY 2009 the total contract amount is \$3,993. This amount is \$293 more than originally budgeted and requires a budget ordinance to receive full reimbursement. Due to the contract increase, the budgeted local match changed from \$370 to \$399. The contract amount of \$3,993 is spilt as follows: FTA-80% \$3,195, VDOT-10% \$399, and Kingsport local match-10% \$399. Authorization of these funds includes appropriation of a project budget, as attached.

Attachments:

1. Ordinance
2. Contract

Funding source appropriate and funds are available: _____

	Y	N	O
Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Shull	—	—	—
Shupel	—	—	—
Phillips	—	—	—

PRE-FILED
CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE METROPOLITAN PLANNING BUDGET BY APPROPRIATING ADDITIONAL FUNDS RECEIVED FROM THE VIRGINIA DEPARTMENT OF TRANSPORTATION TO THE URBAN MASS TRANSIT PROJECT (UMV809); AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Metropolitan Planning budget be amended by appropriating additional Section 5303 Planning funds received from the Federal Transit Administration via the Virginia Department of Transportation in the amount of \$293 to the Urban Mass Transit project (UMV809).

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Fund 122: Metropolitan Planning Fund			
Urban Mass Tran ASST VA. (UMV809)			
Revenues:			
122-0000-332-7920 FTA/VA Section 5303 10%	\$ 370	\$ 29	\$ 399
122-0000-337-90-20 FTA/VA Section 5303 80%	2,960	235	3,195
122-0000-391-0100 From General Fund	370	29	399
Totals:	3,700	293	3,993
Expenditures:			
311-0000-601-1010 Salaries	\$ 2,750	\$ 203	\$ 2,953
311-0000-601-1020 Social Security	350	30	380
311-0000-601-1040 Retirement	570	40	610
311-0000-601-1060 Workmen's Comp	30	20	50
Totals:	3,700	293	3,993

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

ATTEST:

DENNIS R. PHILLIPS, Mayor

APPROVED AS TO FORM:

JAMES H. DEMMING
City Recorder

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____



COMMONWEALTH of VIRGINIA

MATTHEW O. TUCKER
Director

DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION
1313 EAST MAIN STREET, SUITE 300
P.O. BOX 590
RICHMOND, VA 23218-0590

(804) 786-4440
FAX (804) 786-7780
VIRGINIA RELAY CENTER
1-800-828-1120 (TDD)

October 31, 2008

Mr. Chris Campbell
MPO Coordinator
Kingsport MPO
225 West Center Street
Kingsport, TN 37660-4237

Dear Mr. Campbell:

Please find enclosed for your execution two copies each of an "Amendment to the Project Agreement for Use of Federal Transit Administration Section 5303 Metropolitan Planning Funds – Fiscal Year 2009" and an "Amendment to the Project Agreement for Use of Commonwealth Transportation Funds – Fiscal Year 2009". The project agreements were amended to add the additional funding remaining from the prior fiscal year. The amended totals now agree to the approved amounts in the Six Year Plan. We apologize for any inconvenience this causes, but we were unsure as to how long it would take to sort out the additional funding.

Complete execution by having all copies of each agreement signed and witnessed. Retain one copy of each agreement for your records and return the other copies to:

Ms. Marie K. Berry
Virginia Department of Rail and Public Transportation
1313 E. Main Street, Suite 300
Richmond, Virginia 23219

If you have any questions regarding the agreements, please contact me at (804) 786-2275.

Sincerely,

A handwritten signature in cursive script that reads "Marie K. Berry".

Marie K. Berry
Lead Financial Compliance Analyst

Enclosures (4)

**Amendment to the Project Agreement For Use Of
Federal Transit Administration
Section 5303 Metropolitan Planning Funds
Fiscal Year 2009**

The Project Agreement between the Virginia Department of Rail and Public Transportation and the City of Kingsport, Tennessee dated October 1, 2008 is hereby amended by \$15 from \$3,180 to \$3,195. This increased amount reflects additional funds available from the prior year. The Project Agreement Summary and Budget agreed to by the parties are set out in Appendix A-1. All other terms and conditions of the original Project Agreement are unchanged.

IN WITNESS WHEREOF, the Virginia Department of Rail and Public Transportation and the City of Kingsport, Tennessee have executed this Amendment on October 30, 2008.

WITNESS:

By:

By:
Director, Commonwealth of Virginia
Department of Rail and Public
Transportation

By:
DEPUTY CITY RECORDER

By:

Title: mayor

Agency: City of Kingsport, Tennessee

APPROVED AS TO FORM:

CITY ATTORNEY

Appendix A-1

**FTA 5303 Metropolitan Planning Funds
Project Agreement Summary**

**Grant Recipient: City of Kingsport, TN
Kingsport TN/VA MPO**

Project Number: 41008-02
FTA VA-80-0017
FTA VA-80-0016 (Amendment)
CFDA # 20505 Metropolitan Planning Funds - 5303

Project Start Date: July 1, 2008

Project Expiration Date: September 30, 2010

Maximum Federal Share of Eligible Expenses: \$3,195

EIN: 626000323 00

Project Agreement Budget Detail

Expense Detail	Item Amount	Amend	Amended Amount
MPO Planning	\$3,975	\$ 18	\$ 3,993
Total Expenses	\$3,975	\$ 18	\$ 3,993

Expense Summary

401 Federal share of project cost (80%)	\$3,180	\$ 15	\$ 3,195
1400 Local share of project cost (10%)	\$397	\$ 2	\$399
410 State share of project cost (10%)	\$398	\$ 1	\$399

**Amendment to the Project Agreement for Use Of
Commonwealth Transportation Funds
Fiscal Year 2009**

The Project Agreement between the Virginia Department of Rail and Public Transportation and the City of Kingsport, Tennessee dated October 1, 2008 is hereby amended by \$1 from \$398 to \$399. This increased amount reflects additional funds available from the prior year. The Project Agreement Summary and Budget agreed to by the parties are set out in Appendix 1.1. All other terms and conditions of the original Project Agreement are unchanged.

IN WITNESS WHEREOF, the Virginia Department of Rail and Public Transportation and the City of Kingsport, Tennessee have executed this Amendment on October 30, 2008.

WITNESS:

By: [Signature]

By: [Signature]

Director, Commonwealth of Virginia
Department of Rail and Public
Transportation

ATTEST:
By: [Signature]
DEPUTY CITY RECORDER



By: [Signature]

Title: Mayor

Date: 11/17/08

Grantee: City of Kingsport, Tennessee

APPROVED AS TO FORM:
[Signature]
CITY ATTORNEY

Appendix 1.1

**FTA 5303 Metropolitan Planning Funds
Project Agreement Summary**

**Grant Recipient: City of Kingsport, TN
Kingsport TN/VA MPO**

Project Number: 41008-02
FTA VA-80-0017
FTA VA-80-0016 (Amendment)
CFDA # 20505 Metropolitan Planning Funds - 5303

Project Start Date: July 1, 2008

Project Expiration Date: September 30, 2010

Maximum State Share of Eligible Expenses: \$399

EIN: 626000323 00

Project Agreement Budget Detail

Expense Detail	Item Amount	Amend	Amended Amount
MPO Planning	\$3,975	\$ 18	\$ 3,993
Total Expenses	\$3,975	\$ 18	\$ 3,993

Expense Summary

401 Federal share of project cost (80%)	\$3,180	\$ 15	\$ 3,195
1400 Local share of project cost (10%)	\$397	\$ 2	\$399
410 State share of project cost (10%)	\$398	\$ 1	\$399



AGENDA ACTION FORM

Consideration of an Ordinance Providing for the FY10 Community Development Block Grant Budget

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

Agenda Form No.: AF-176-2009
 Work Session: June 1, 2009
 First Reading: June 2, 2009

Final Adoption: June 16, 2009
 Staff Work: Mark Haga
 Presentation: Judy Smith

Recommendation:

- Approve the Ordinance.

Executive Summary:

Each year the City receives funding from the US Department of Housing and Urban Development for Community Development Block Grant Funding. The funding for this year's grant was presented to, considered and approved by the BMA in April. Since this grant project runs for the life of the grant funds, it is not appropriate to include these funds in the annual budget. However, it is appropriate to provide for the grant via a capital/grant project budget ordinance.

Attachments:

1. Ordinance

	<u>Y</u>	<u>N</u>	<u>O</u>
Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Shull	—	—	—
Shupe	—	—	—
Phillips	—	—	—

PRE-FILED CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE TO APPROPRIATE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR THE FISCAL YEAR ENDING JUNE 30, 2010; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Community Development Block Grant budget be established by providing for the expenditure of funds by appropriating funding in the amount of \$406,767.

<u>Account</u>	<u>Description</u>	<u>Expense</u>	<u>Revenue</u>
COMMUNITY DEVELOPMENT FUND			
Appropriation			
CD1001	CDBG Administration		
124-0000-603-1010	Salaries	\$42,750	
124-0000-603-1020	Social Security	\$ 4,531	
124-0000-603-1040	Retirement	\$ 9,820	
124-0000-603-1050	Life Insurance	\$ 213	
124-0000-603-1052	Long Term Disability	\$ 163	
124-0000-603-1060	Workman's Compensation	\$ 118	
124-0000-603-1061	Unemployment Insurance	\$ 40	
124-0000-603-2010	Advertising and Publication	\$ 1,000	
124-0000-603-2021	Accounting/Auditing	\$ 4,765	
124-0000-603-2034	Telephone	\$ 1,000	
124-0000-603-2040	Travel	\$ 4,000	
124-0000-603-2044	Literature/Subscription	\$ 800	
124-0000-603-3010	Office Supplies	\$ 500	
124-0000-603-3011	Postage	\$ 300	
124-0000-331-1000	Community Development Block Grant		\$70,000
CD1004	KAHR Program		
124-0000-603-1010	Salaries	\$ 17,000	
124-0000-603-2020	Professional Consulting	\$ 10,461	
124-0000-603-4023	Grants	\$114,965	
124-0000-331-1000	Community Development Block Grant		\$142,426
CD1003	CASA of Sullivan County		
124-0000-603-4023	Grants	\$ 16,587	
124-0000-331-1000	Community Development Block Grant		\$ 16,587
CD1020	Learning Centers of KHRA		
124-0000-603-4023	Grants	\$ 43,754	
124-0000-331-1000	Community Development Block Grant		\$ 43,754

CD1021	South Central Kingsport CDC		
124-0000-603-4023	Grants	\$ 50,000	
124-0000-331-1000	Community Development Block Grant		\$ 50,000
CD1035	HOPE VI – Section 108		
124-0000-603-4023	Grants	\$ 84,000	
124-0000-331-1000	Community Development Block Grant		\$ 84,000

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:

JAMES H. DEMMING
City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY
City Attorney



AGENDA ACTION FORM

Consideration of an Ordinance Providing for the FY10 Emergency Shelter Grant Budget

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

Agenda Form No.: AF-177-2009
 Work Session: June 1, 2009
 First Reading: June 2, 2009

Final Adoption: June 16, 2009
 Staff Work: Mark Haga
 Presentation: Judy Smith

Recommendation:

- Approve the Ordinance.

Executive Summary:

Each year the City receives funding from the Tennessee Housing Development Agency for Emergency Shelter Grant funding. The funding for this year's grant was presented to, considered and approved by the BMA in April. Since this grant project runs for the life of the grant funds, it is not appropriate to include these funds in the annual budget. However, it is appropriate to provide for the grant via a capital/grant project budget ordinance.

Attachments:

1. Ordinance

	<u>Y</u>	<u>N</u>	<u>O</u>
Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Shull	—	—	—
Shupe	—	—	—
Phillips	—	—	—

PRE-FILED CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE TO APPROPRIATE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT EMERGENCY SHELTER GRANT FUNDS FOR THE FISCAL YEAR ENDING JUNE 30, 2010; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Community Development Emergency Shelter Grant budget be established by providing for the expenditure of funds by appropriating funding in the amount of \$80,551.

<u>Account</u>	<u>Description</u>	<u>Expense</u>	<u>Revenue</u>
COMMUNITY DEVELOPMENT FUND Appropriation			
CD1017	Emergency Shelter Grant		
124-0000-603-4023	Grants	\$76,715	
124-0000-603-1010	Salaries	\$ 3,836	
124-0000-337-4900	Emergency Shelter Grant		\$80,551

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:

ELIZABETH GILBERT
Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY
City Attorney



AGENDA ACTION FORM

Consideration of an Ordinance to Adopt the FY09-10 School Public Law 93-380 Grant Project Fund Budget

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

Action Form No.: AF163-2009
 Work Session: June 01, 2009
 First Reading: June 02, 2009

Final Adoption: June 16, 2009
 Staff Work By: Smith, Frye
 Presentation By: Campbell, Frye

Recommendation:

Approve the ordinance.

Executive Summary:

Each year the City of Kingsport School system receives federal funding for the Public Law 93-380 grant for instructional and educational purposes. The funding for this year's grant was presented in the budget work sessions. Since this grant project runs for the life of the grant funds, it is not included in the annual budget. However, it is provided for through a separate capital/grant budget ordinance.

Attachments:

- 1. Ordinance

Funding source appropriate and funds are available: _____

	<u>Y</u>	<u>N</u>	<u>O</u>
Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Shull	—	—	—
Shupe	—	—	—
Phillips	—	—	—

PRE-FILED
CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE TO ESTABLISH PL93-380 GRANT PROJECT FUND FOR THE PL93-380 GRANT, TO APPROPRIATE SUCH FUNDS AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

BE IT ORDAINED BY THE CITY OF KINGSPORT as follows:

SECTION I. That there is hereby created the PL93-380 Grant Project Fund for the PL93-380 Grant.

SECTION II. That funds received from the sources of revenue shown in the following summary of estimated revenues and expenditures for this school grant project budget shall be deposited in the PL93-380 Grant Project Fund as received.

SECTION III. That the PL93-380 Grant Project Fund budget providing for receipt and appropriation of PL93-380 Grant Funds is hereby established as follows:

School Grant Projects Fund -- 142

Revenues	Original Budget
Federal Grants	\$ 5,026,157
Total Revenues	\$ 5,026,157
Expenditures	Original Budget
Personal Services	\$ 4,229,336
Contract Services	796,821
Total Expenditures	\$ 5,026,157

SECTION IV. That the books, accounts, orders, vouchers or other official documents relating to items of appropriation covered shall indicate the items involved either by name or by symbol or code number as prefixed in the budget detail on file in the Offices of the City Manager and the City Recorder.

SECTION V. That authority is given to the City Manager to issue vouchers in payment of the items of appropriations or expenditures, as they become due or necessary as set out by the foregoing sections and to make expenditures for items exceeding an aggregate cost of \$15,000 when such items are explicitly listed as individually budgeted items in the budget detail.

SECTION VI. That this ordinance shall take effect on 1 July 2009, the public welfare of the City of Kingsport, Tennessee requiring it.

Attest:

Dennis R. Phillips, Mayor

James H. Demming, City Recorder

Approved as to Form:

J. Michael Billingsley, City Attorney



AGENDA ACTION FORM

Consideration of an Ordinance to Adopt the FY09-10 Special Schools Projects Grant Fund Budget

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

Action Form No.: AF164-2009
 Work Session: June 01, 2009
 First Reading: June 02, 2009

Final Adoption: June 16, 2009
 Staff Work By: Smith, Frye
 Presentation By: Campbell, Frye

Recommendation:

Approve the ordinance.

Executive Summary:

Each year the City of Kingsport School system receives federal and state funding for the Special School Projects Grant for instructional and educational purposes. The funding for this year's grant was presented in the budget work sessions. Since this grant project runs for the life of the grant funds, it is not included in the annual budget. However, it is provided for through a separate capital/grant budget ordinance.

Attachments:

1. Ordinance

Funding source appropriate and funds are available: _____

	Y	N	O
Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Shull	—	—	—
Shupe	—	—	—
Phillips	—	—	—

AN ORDINANCE TO ESTABLISH SPECIAL SCHOOL GRANT PROJECT FUND 145 FOR SPECIAL SCHOOL PROJECTS GRANT, TO APPROPRIATE SUCH FUNDS AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

BE IT ORDAINED BY THE CITY OF KINGSPORT as follows:

SECTION I. That there is hereby created the Special School Grant Project Fund 145 for the Special School Projects Grant.

SECTION II. That funds received from the sources of revenue shown in the following summary of estimated revenues and expenditures for this school grant project budget shall be deposited in the Special School Grant Project Fund 145 as received.

SECTION III. That the Special School Grant Project Fund 145 budget providing for receipt and appropriation of Special School Project Funds is hereby established as follows:

School Grant Projects Fund -- 145

Revenues	Original Budget
Federal Grants	0
State Grant \$	998,133
Local Revenue \$	355,600
From School Fund - 141 \$	39,700
Total Revenues \$	1,393,433

Expenditures	Original Budget
Instruction \$	681,275
Support Services \$	416,708
Non-Instructional \$	265,550
Capital Outlay \$	29,900
To General School Fund	-
Total Expenditures \$	1,393,433

SECTION IV. That the books, accounts, orders, vouchers or other official documents relating to items of appropriation covered shall indicate the items involved either by name or by symbol or code number as prefixed in the budget detail on file in the Offices of the City Manager and the City Recorder.

SECTION V. That authority is given to the City Manager to issue vouchers in payment of the items of appropriations or expenditures, as they become due or necessary as set out by the foregoing sections and to make expenditures for items exceeding an aggregate cost of \$15,000 when such items are explicitly listed as individually budgeted items in the budget detail.

SECTION VI. That this ordinance shall take effect on 1 July 2009, the public welfare of the City of Kingsport, Tennessee requiring it.

Attest:

Dennis R. Phillips, Mayor

James H. Demming, City Recorder

Approved as to Form:

J. Michael Billingsley, City Attorney



AGENDA ACTION FORM

Consideration of an Ordinance to Adopt the FY09-10 Metropolitan Planning Project Grant Budget

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

Action Form No.: AF165-2009
 Work Session: June 01, 2009
 First Reading: June 02, 2009
 Final Adoption: June 16, 2009
 Staff Work By: Judy Smith, Bill Albright
 Presentation By: Albright

Recommendation:

Approve the ordinance.

Executive Summary:

Each year the City of Kingsport receives funding from the Federal Highway Administration through the Tennessee Department of Transportation for the Metropolitan Planning Project Grant. The funding for this year's grant was presented in the budget work sessions. Since this grant project runs for the life of the grant funds, it is not included in the annual budget. However, it is provided for through a separate capital/grant budget ordinance.

Attachments:

1. Ordinance

Funding source appropriate and funds are available: _____

	Y	N	O
Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Shull	—	—	—
Shupe	—	—	—
Phillips	—	—	—

PRE-FILED
CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE TO APPROPRIATE METROPOLITAN PLANNING GRANT PROJECT FUNDS; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Metropolitan Planning Projects Grant -- 122

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

SECTION I. That the Metropolitan Planning Grant Project Fund budget be established by providing for the expenditure of funds by appropriating funding in the amount of \$321,990.

SECTION II. That funds received from the sources of revenue shown in the following summary of estimated revenues and expenditures shall be deposited in the Metropolitan Planning Grant Project Fund 122 as received.

Section III. That the Metropolitan Planning Grant Project Fund 122 budget providing for receipt and appropriation of Metropolitan Planning Grant Project Funds is hereby established as follows:

<u>Revenues</u>		<u>Expenditures</u>	
FTA Sec. 5303 TN	\$ 29,844	Personal Services	\$246,330
Federal FHWA TN	223,968	Contract Services	69,560
General Fund	60,195	Commodities	4,000
VDot-FHWA	4,500	Capital Outlay	2,000
V Dot-Sec 5303	<u>3,483</u>	Insurance	<u>100</u>
Total Revenues	<u>\$321,990</u>	Total Expenditures	<u>\$321,990</u>

SECTION IV. That the books, accounts, orders, vouchers or other official documents relating to items of appropriation covered shall indicate the items involved either by name or by symbol or code number as prefixed in the budget detail on file in the Offices of the City Manager and the City Recorder.

SECTION V. That authority is given to the City Manager to issue vouchers in payment of the items of appropriations or expenditures, as they become due or necessary in an amount not to exceed \$15,000 when such items are explicitly listed as individually budgeted items in the budget detail.

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

ATTEST:

DENNIS R. PHILLIPS, Mayor

JAMES H. DEMMING
City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____



AGENDA ACTION FORM

Consideration of an Ordinance to Adopt the FY09-10 Urban Mass Transit Budget

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

Action Form No.: AF166-2009
 Work Session: June 1, 2009
 First Reading: June 2, 2009

Final Adoption: June 16, 2009
 Staff Work By: Judy Smith, Gary Taylor
 Presentation By: McCartt

Recommendation:

Approve the ordinance.

Executive Summary:

Each year the City of Kingsport receives funding from the Federal Transit Administration to the Tennessee Department of Transportation for the Urban Mass Transit Project Grant. The funding for this year's grant was presented in the budget work sessions. Since this grant project runs for the life of the grant funds, it is not included in the annual budget. However, it is provided for through a separate capital/grant budget ordinance.

Attachments:

1. Ordinance

Funding source appropriate and funds are available: _____

	<u>Y</u>	<u>N</u>	<u>O</u>
Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Shull	—	—	—
Shupe	—	—	—
Phillips	—	—	—

AN ORDINANCE TO APPROPRIATE URBAN MASS TRANSIT GRANT PROJECT FUNDS AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

- SECTION I. That the Urban Mass Trans Projects Grant budget be established by providing for the expenditure of funds by appropriating funding in the amount of \$1,542,500.
- SECTION II. That funds received from the sources of revenue shown in the following summary of estimated revenues and expenditures shall be deposited in the Urban Mass Transit Grant Project Fund 123 as received.
- SECTION III. That the Urban Mass Transit Grant Project Fund 123 budget providing for receipt and appropriation of Urban Mass Transit Project Funds is hereby established as follows:

Urban Mass Transit Projects Fund -- 123

Revenues

<u>Revenue Category</u>	<u>Original Budget</u>		
Capital:			
Federal Transit Administration	\$ 152,400		
Tennessee Dept. of Transportation	19,050		
General Fund	19,050	\$	190,500
<hr/>			
Operating:			
Federal Transit Administration	\$ 613,500		
Tennessee Dept. of Transportation	306,750		
Program Income:			
RCAT	45,000		
Bus Fares	80,000		
General Fund	306,750	\$	1,352,000
<hr/>			
Total Revenues		\$	1,542,500
			<hr/> <hr/>

Expenditures

<u>Expenditure Category</u>	<u>Original Budget</u>		
Capital:			
Fixed Route Software	\$ 75,000		
Vehicle Maintenance	\$ 75,000		
Planning Exp.	\$ 33,500		
Building	7,000	\$	190,500
Operating:			
Personal Services	\$ 979,000		
Contractual Services	337,000		
Commodities	36,000		
		\$	1,352,000
Total Expenditures		\$	1,542,500

SECTION IV. That the books, accounts, orders, vouchers or other official documents relating to items of appropriation covered shall indicate the items involved either by name or by symbol or code number as prefixed in the budget detail on file in the Offices of the City Manager and the City Recorder.

SECTION V. That authority is given to the City Manager to issue vouchers in payment of the items of appropriations or expenditures, as they become due or necessary in an amount not to exceed \$15,000 when such items are explicitly listed as individually budgeted items in the budget detail.

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

Attest:

Dennis R. Phillips, Mayor

James H. Demming, City Recorder

Approved as to Form:

J. Michael Billingsley, City Attorney

Passed on First Reading: _____

Passed on Second Reading: _____



AGENDA ACTION FORM

Consideration of a Resolution to Accept Funds Received from Old Dominion Freight Line, Inc. and Authorize the Mayor to Sign all Applicable Documents and Consideration of a Budget Ordinance to Appropriate the Funds

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

Action Form No.: AF-182-2009 Final Adoption: June 16, 2009
Work Session: June 1, 2009 Staff Work By: Scott Boyd
First Reading: June 2, 2009 Presentation By: Scott Boyd

Recommendation: Approve the resolution and ordinance.

Executive Summary: The Kingsport Fire Department responded to a request for assistance to a hazardous materials incident from the Greene EMA on May 24, 2007, subsequent to the incident the attached is a copy of the letter from the Greene County Attorney explaining all the expenses.

It is requested that the balance of the check be deposited into the Fire Department Project Account Number GP0708 to replace equipment and clothing that had to be destroyed due to contamination.

- Attachments:
1. Ordinance
2. Resolution
3. Letter from Greene County Attorney
4. Release

Funding source appropriate and funds are available: _____

Table with columns Y, N, O and rows for council members: Joh, Mallicote, Marsh, Munsey, Shull, Shupe, Phillips.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE GENERAL FUND AND THE GENERAL PROJECT FUND BUDGETS BY APPROPRIATING FUNDS RECEIVED FROM OLD DOMINION FREIGHT LINE, INC. FOR THE FISCAL YEAR ENDING JUNE 30, 2009; 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 funds received from Old Dominion Freight Line in the amount of \$19,262 to the Fire Department Equipment Project (GP0708) to replace equipment that was damaged when responding to a request for assistance to a hazardous materials incident from the Greene County EMA.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Fund 110: General Fund			
Revenues:			
110-0000-368-9900 Miscellaneous Revenue	\$ 85,000	\$ 19,262	\$ 104,262
Totals:	85,000	19,262	104,262
Expenditures:			
110-4804-481-7036 To Gen Proj - Spec Rev	\$ 729,367	\$ 19,262	\$ 748,629
Totals:	729,367	19,262	748,629
Fund 311: General Project Fund			
Fire Equipment Project (GP0708)			
Revenues:			
311-0000-391-0100 From General Fund	\$ 299,352	\$ 19,262	\$ 318,614
Totals:	299,352	19,262	318,614
Expenditures:			
311-0000-601-9004 Equipment	\$ 62,037	\$ 19,262	\$ 81,299
311-0000-601-9006 Purchases \$5,000 & Over	237,315	0	237,315
Totals:	299,352	19,262	318,614

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

ATTEST:

DENNIS R. PHILLIPS, Mayor

APPROVED AS TO FORM:

JAMES H. DEMMING
City Recorder

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A RELEASE OF ALL CLAIMS DISCHARGING OLD DOMINION FREIGHT LINE, INC. FROM ANY AND ALL CLAIMS WHATSOEVER ARISING FROM THE EVENT WHICH OCCURRED ON OR ABOUT MAY 24, 2007 IN GREENE COUNTY, TENNESSEE

WHEREAS, in consideration of receipt of payment, in the amount of \$21,762.52, a Release of All Claims must be executed discharging Old Dominion Freight Line from any and all claims whatsoever arising from the event which occurred at or near Interstate 81 near mile marker 23 in Greene County, Tennessee and which is the subject of a lawsuit in the General Sessions Court for Greene County, Tennessee, styled City of Kingsport v. Old Dominion Freight Line, Inc., Docket No.:08-V-2239 as appealed in Circuit Court for Greene County, Tennessee, styled City of Kingsport v. Old Dominion Freight Line, Inc., Docket No.:08-CV-758; and

WHEREAS, the lawsuit has been settled and requires execution of the release to receive payment.

Now therefore,

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

SECTION I. That the Mayor, or in his absence, incapacity, or failure to act, the Vice Mayor, is authorized to execute, in a form approved by the City Attorney, a Release of All Claims, in consideration of the receipt of \$21,762.52, discharging Old Dominion Freight Line, Inc. from any and all claims whatsoever arising from the event which occurred at or near Interstate 81 near mile marker 23 in Greene County, Tennessee and which is the subject of a lawsuit in the General Sessions Court for Greene County, Tennessee, styled City of Kingsport v. Old Dominion Freight Line, Inc., Docket No.:08-V-2239 as appealed in Circuit Court for Greene County, Tennessee, styled City of Kingsport v. Old Dominion Freight Line, Inc., Docket No.:08-CV-758.

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

ADOPTED this the 2nd day of June, 2009.

DENNIS PHILLIPS, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

GREENE COUNTY GOVERNMENT

ROGER A. WOOLSEY
COUNTY ATTORNEY
SANDRA FOWLER
Legal Assistant

May 6, 2009

Scott Boyd, Deputy Chief
130 Island Street
Kingsport, TN 37660

**IN RE: City of Kingsport vs. Old Dominion Freight Line, Inc.
Greene County Circuit Court No.08CV758**

Dear Scott:

Please find enclosed a check on Old Dominion Freight Line, Inc. in the amount of \$21,762.52; I have also included a Release for your signature as well as a copy of the Order of Compromise and Dismissal that I have signed. If you have any questions about these documents please give me a call at 823-0057. Otherwise please sign the release and forward back to my office at 204 North Cutler Street, Suite 120, Greeneville, TN 37745 along with a check made payable to Roger A. Woolsey, for \$2,500.00.

Thank you for your cooperation in this matter.

Sincerely,

Roger A. Woolsey
Roger A. Woolsey
County Attorney

RAW/sf

Enclosures:
Check # 1772654
Release & Copy of Order of Compromise and Dismissal

IN THE CIRCUIT COURT FOR GREENE COUNTY, TENNESSEE

THE CITY OF KINGSPORT,)
)
 Plaintiff,)
)
 vs.)
)
 OLD DOMINION FREIGHT LINE, INC:)
)
 Defendant.)

No. 08CV758 TJW
NOTICE OF ENTRY REQUESTED

ORDER OF COMPROMISE AND DISMISSAL

In this cause, came the parties through their respective attorneys, and announced to the Court that all matters in controversy in the above-styled action have been compromised and settled between the Plaintiff and the Defendant; therefore, it is accordingly

ORDERED, ADJUDGED and DECREED that the suit of the Plaintiff against the Defendant, Old Dominion Freight Line, Inc, is hereby dismissed with full prejudice; and that the costs shall be taxed against the Defendant, with a statement for all the costs sent to the attention of Rockforde D. King, for which execution may issue, if necessary.

It is further ORDERED, ADJUDGED and DECREED that this Order shall act as an adjudication on the merits.

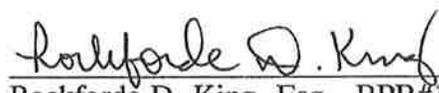
Enter this _____ day _____, 2009.

JUDGE THOMAS J. WRIGHT

APPROVED FOR ENTRY:



Roger A. Woolsey, Esq., BPR#06904
204 North Cutler Street, Suite 120
Greeneville, TN 37745
(423) 798-1779
Attorney for Plaintiff



Rockforde D. King, Esq., BPR#11561
EGERTON, McAFEE, ARMISTEAD & DAVIS, P.C.
P.O. Box 2047
Knoxville, Tennessee 37901
(865) 546-0500
Attorney for Defendant

COPY

This Instrument Prepared By:
ROCKFORDE D. KING, Esq.
Egerton, McAfee, Armistead & Davis, PC
P.O. Box 2047
Knoxville, Tennessee 37901

RELEASE OF ALL CLAIMS

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, being of lawful age, for and in consideration of Twenty One Thousand Seven Hundred Sixty Two Dollars and Fifty Two Cents (\$21,762.52) to the undersigned in hand paid, and other good and valuable consideration, receipt whereof is hereby acknowledged, does hereby and for my heirs, executors, administrators, successors and assigns release, acquit and forever discharge Old Dominion Freight Line, Inc. and its agents, servants, successors, heirs, associations or partnerships of and from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses and compensation whatsoever, which the undersigned now has or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen bodily and personal injuries and property damage and the consequences thereof resulting or to result from the accident, casualty, or event which occurred on or about the 24 day of May, 2007, at or near interstate 81 near mile marker 23 in Greene County, Tennessee and which is the subject of a lawsuit in the General Sessions Court for Greene County, Tennessee, styled City of Kingsport v. Old Dominion Freight Line, Inc., Docket No.:08-V-2239 as appealed in Circuit Court for Greene County, Tennessee, styled City of Kingsport v. Old Dominion Freight Line, Inc., Docket No 08-CV-758

It is understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that the payment made is not to be construed as an admission of liability on

the part of the party or parties hereby released, and that said Releases deny liability therefore and intend merely to avoid additional litigation and buy their peace.

The undersigned hereby declares and represents injuries sustained are or may be permanent and progressive and that recovery therefrom is uncertain and indefinite and in making this Release, it is understood and agreed that the undersigned relies wholly upon the undersigned's judgment, belief and knowledge of the nature, extent, effect and duration of said injuries and liability therefor and is made without reliance upon any statement or representation of the party or parties hereby released or their representatives or by any physician or surgeon by them employed.

~~As a part of the consideration for the settlement hereby made, the undersigned parties, for themselves and their attorneys, agree not to divulge the amount of the settlement herein made to any news media, or otherwise to cause or permit the settlement amount to become public knowledge (except to the extent necessary to the performance of this agreement and in ordinary business transactions incident to its execution and implementation), it being understood that this covenant to assure privacy is of the essence of this agreement.~~

The undersigned further declares and represents that no promise, inducement or agreement not herein expressed has been made to the undersigned, and that this Release contains the entire agreement between the parties hereto, and that the terms of this Release are contractual and not a mere recital.

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.

Signed, sealed and delivered this ___ day of _____, 2009.

CAUTION: READ BEFORE SIGNING

WITNESS

~~Scott Allen Boyd~~ Dennis R. Phillips, Mayor
Kingsport Fire Department Deputy Chief
City of Kingsport

STATE OF TENNESSEE
COUNTY OF ~~GREENE~~ SULLIVAN

Personally appeared before me, the undersigned ^{Dennis R. Phillips} authority, a Notary Public in and for said county and state, the within named bargainer, ~~Scott Allen Boyd~~, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office in the aforesaid county this _____ day of _____, 2009.

Notary Public

My Commission expires: _____



Kingsport
T E N N E S S E E
AGENDA ACTION FORM

Consideration of an Ordinance to Amend the General Fund, General Project Fund, Debt Service Fund, Eastman Annex Fund, Criminal Forfeiture Fund, Risk Insurance Reserve Fund, MeadowView Project Fund and General Project Special Revenue Fund Budgets

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

Action Form No.: AF170-2009
Work Session: June 1, 2009
First Reading: June 2, 2009

Final Adoption: June 16, 2009
Staff Work By: Smith
Presentation By: Smith/Campbell

Recommendation:

Approve the ordinance.

Executive Summary:

This ordinance is a year end clean up ordinance for various projects.

This ordinance will appropriate funds received from Sullivan County in the amount of \$200,000 for the Pavilion Shopping Center incentive that was paid to KEDB. The City is responsible for \$300,000 and Sullivan agreed to pay \$200,000 for the shopping center incentive.

In the FY09 budget for MeadowView, there was \$500,000 appropriated for the MeadowView Expansion. We are transferring these funds and expenses to the Meadowview Expansion project to keep the improvement expenses together.

To complete the purchase of equipment for the PDA's, \$14,000 is being transferred from the Criminal Forfeiture Fund to the Police Technology Fund.

The worker's comp claims in the Risk Insurance fund increased this year due to two large old claims and some smaller claims that were settled in this fiscal year. The amount being transferred from the worker's comp insurance reserve is \$470,900.

Attachments:

1. Ordinance

Funding source appropriate and funds are available: _____

	<u>Y</u>	<u>N</u>	<u>O</u>
Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Shull	—	—	—
Shupe	—	—	—
Phillips	—	—	—

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE GENERAL FUND, GENERAL PROJECT FUND, DEBT SERVICE FUND, EASTMAN ANNEX FUND, CRIMINAL FORFEITURE FUND, RISK INSURANCE RESERVE FUND, MEADOWVIEW PROJECT FUND AND GENERAL PROJECT-SPECIAL REVENUE FUND BUDGETS FOR THE FISCAL YEAR ENDING JUNE 30, 2009; 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 funds in the amount of \$200,000 received from Sullivan County for the Pavilion Shopping Center incentive and by appropriating funds received for Personal Property in the amount of \$32,282 to transfer to the Eastman Annex Fund and that the Debt Service Fund be amended by transferring \$492 to Bond Interest.

SECTION II. That the Risk Insurance Reserve Fund be amended by appropriating funds in the amount of \$470,900 from the worker's comp insurance reserve for worker's comp claims. That the Meadowview Project Fund be amended by transferring funds from the MeadowView Conference Center in the amount of \$500,000 to the Meadowview Expansion Project (MV0901) to combine all of the improvements into the project for better tracking of the expenses for improvements. That the General Project Fund Budget be amended by transferring funds from the Criminal Forfeiture Fund to the Police Technology Fund (GP0902) in the amount of \$14,000 to complete the installation of equipment for the PDA's. That the General Project-Special Revenue Fund be amended by transferring funds from the General Fund Building and Code Enforcement budget in the amount of \$10,000 to the Mowing Project (NC0911).

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Fund 110: General Fund			
Revenues:			
	\$	\$	\$
110-0000-333-9900 Other County Revenue	0	200,000	200,000
110-0000-311-2010 Personal Property-Commercial	7,832,100	32,282	7,864,382
Totals:	7,832,100	232,282	8,064,382
Expenditures:			
110-1005-405-8093 KEDB (Pavilion)	300,000	200,000	500,000
110-2505-435-2022 Construction Contracts	45,000	(10,000)	35,000
110-4804-481-7035 Gen Proj-Special Revenue	521,788	10,000	531,788
110-4804-481-7082 Eastman Annex Fund-TXPERL	1,072,300	32,282	1,104,582
Totals:	1,939,088	232,282	2,171,370
Fund 133: Eastman Annex			
Revenues:			
	\$	\$	\$
133-0000-391-0182 From General Fund Pers Property	1,206,500	32,282	1,238,782
133-0000-392-0100 Fund Balance Appropriation	142,729	(31,790)	110,939
Totals:	1,349,229	492	1,349,721
Expenditures:			
133-4804-481-7028 School Fund-Debt Interest	163,700	178	163,878
133-4804-481-7029 To Debt Serv	460,400	314	460,714
Totals:	624,100	492	624,592

Fund 211: Debt Service Fund

Revenues:

211-0000-391-3300 From Eastman Annex Fund
211-0000-391-2100 From School Fund

Totals:

\$	\$	\$
460,400	314	460,714
6,171,900	178	6,172,078
6,632,300	492	6,632,792

Expenditures:

211-0000-4805-481-4008 Bond Interest-General
211-0000-4805-481-4009 Bond Interest- School

Totals:

1,148,400	314	1,148,714
5,643,500	178	5,643,678
6,791,900	492	6,792,392

Fund 615: Risk Insurance Reserve Fund

Revenues:

615-0000-392-0486 Fund Balance Approp. Worker's Comp

Totals:

\$	\$	\$
0	470,900	470,900
0	470,900	470,900

Expenditures:

615-1705-413-5100 Insurance Claims

Totals:

0	470,900	470,900
0	470,900	470,900

Fund 420: MeadowView Conference Center

Expenditures:

420-5001-501-9003 Improvements
420-6996-696-7604 CIP Transfer

Totals:

500,000	(500,000)	0
0	500,000	500,000
500,000	0	500,000

**Fund 111: General Project-Special Revenue Fund
Mowing Project (NC0911)**

Revenues:

111-0000-391-0100 From General Fund

Totals:

\$	\$	\$
0	10,000	10,000
0	10,000	10,000

Expenditures:

111-0000-601-2022 Construction

Totals:

0	10,000	10,000
0	10,000	10,000

Fund 454: Meadowview Project Fund

Meadowview Expansion (MV0901)

Revenues:

454-0000-391-0524 2009C Sales Tax Rev & Tax
454-0000-391-4900 Meadowview Conference Center

Totals:

\$	\$	\$
14,996,263	0	14,996,263
0	500,000	500,000
14,996,263	500,000	15,496,263

Expenditures:

454-0000-601-9003 Improvements
454-0000-601-2023 Arch/Eng/Landscaping
454-0000-601-9002 Buildings

Totals:

0	500,000	500,000
450,000	0	450,000
14,546,263	0	14,546,263
14,996,263	500,000	15,496,263

Fund 126: Criminal Forfeiture Fund

Revenues:

126-0000-351-7010 Forfeited Assets/Federal	\$	\$	\$
	0	14,000	14,000
Totals:	0	14,000	14,000

Expenditures:

126-4804-481-7036 Transfer/Gen Proj Fund	\$	\$	\$
	16,000	14,000	30,000
Totals:	16,000	14,000	30,000

Fund 311: General Project Fund

Police Technology Fund (GP0902)

Revenues:

311-0000-391-0100 From General Fund	\$	\$	\$
	667,113	0	667,113
311-0000-391-7200 From Drug Fund		59,000	75,000
311-0000-391-7400 From Criminal Forfeiture Fund		(45,000)	30,000
Totals:	758,113	14,000	772,113

Expenditures:

311-0000-601-3020 Operating Supplies & Tools	287,280	0	287,280
311-0000-601-9004 Equipment	470,833	(70,603)	400,230
311-0000-601-9006 Purchases \$5,000 & Over	0	84,603	84,603
Totals:	758,113	14,000	772,113

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

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 Ordinance to Amend the General Fund by Appropriating Funds from Fund Balance to Purchase Property at 257 Walker Street (Lynn View Middle School)

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

Action Form No.: AF-172-2009
 Work Session: June 1, 2009
 First Reading: June 2, 2009
 Final Adoption: June 16, 2009
 Staff Work By: Judy Smith, John Campbell
 Presentation By: J. Campbell, Mayor Phillips

Recommendation:

Approve the ordinance.

Executive Summary:

Sullivan County has waived the option to buy back the property at 257 Walker Street (Lynn View Middle School). Indications from the majority of the BMA was to proceed with the purchase the property. The property will be used by the Senior Citizens Center, parks and recreation and the Lynn Garden Optimist Club.

It was discussed to purchase the property from the funds received from the AEP building. The fund balance work sheet that was presented at the last couple of work sessions showed the amount received from the AEP building. Those funds are in the total fund balance.

This will still leave \$559,596 available in the undesignated fund balance. This amount was shown on the last two fund balance work sheets that were presented.

This ordinance will put the funding in place to proceed with the purchase of the property.

Attachments:

- Budget Ordinance

	Y	N	O
Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Shull	—	—	—
Shupe	—	—	—
Phillips	—	—	—

PRE-FILED CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE GENERAL FUND AND THE GENERAL PROJECT FUND BY APPROPRIATING FUNDS FROM THE GENERAL FUND UNDESIGNATED FUND BALANCE TO PURCHASE PROPERTY AT 257 WALKER STREET (LYNN VIEW MIDDLE SCHOOL) FOR THE FISCAL YEAR ENDING JUNE 30, 2009; 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 funds from the General Fund Undesignated Fund balance in the amount of \$190,000 purchase property at 257 Walker Street (Lynn View Middle School Purchase (GP0930).

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Fund 110: General Fund			
Revenues:			
110-0000-392-0100 Fund Balance Appropriation	\$ 1,529,373	\$ 190,000	\$ 1,719,373
Totals:	1,529,373	190,000	1,719,373
Expenditures:			
110-4804-481-7036 Transf to General Proj Fund	\$ 748,629	\$ 190,000	\$ 938,629
Totals:	748,629	190,000	938,629
Fund 311: General Project Fund			
Lynn View Middle School Purchase(GP0930)			
Revenues:			
311-0000-391-0100 From General Fund	0	190,000	190,000
Totals:	0	190,000	190,000
Expenditures:			
311-0000-601-9002 Buildings	0	190,000	190,000
Totals:	0	190,000	190,000

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: _____

FY 2009

Audited	Undesignated Fund Balance June 30, 2008	\$14,848,415
	Compensated Absences Payable	(\$2,711,007) ²
Target Fund Balance		(11,400,000)
	FY2008 Items under consideration for approval	(1,000,000) ¹
	FY2009 Items under consideration for approval	(190,000) ⁶
Target Fund Balance		<u>(10,210,000)</u>
	Estimated Fund Balance available for appropriation	1,927,408
	FY2008 Fund Balance Appropriations	
	7/1/2008 Transfer to Capital Project Fund (Resurfacing)	(300,000)
	7/1/2007 Transfer to Educate & Grow	(20,000)
	2007 Encumbered Purchase Orders	<u>(281,638)</u>
	Board Approved Appropriations	
	09/15/08 International Salt	(94,150) ³
	11/04/08 Veteran's Memorial	(248,000)
	12/15/08 VisionAir System	(98,024) ⁴
	12/16/08 Dog Park	(36,000)
	FY2009 Items under consideration for approval	
	3/24/08 Return Funds From RCHP to Fund Balance	50,000
	05/18/09 KEDB Redevelopment Incentive and Façade Prog.	(150,000)
	06/01/09 Lynn View Middle School Property	(190,000)
	Subtotal	<u>(290,000)</u>
	Estimated Balance Available Upon Board Approval	<u><u>\$559,596</u></u>

1. The \$1,000,000 for the Hope VI Project will be repaid through the Community Development Fund.
- 2.. The BMA set aside \$600,000 of compensated absences for the Retiree Health Insurance Program during the FY09 budget process. The total left for compensated absences is \$2,111,007.
The increase of the compensated absences shown above is an accumulated number from FY06-FY09. The increase is approximately \$200,000 per year.
3. Fund Balance will be reimbursed \$94,150 for Salt.
4. The \$98,024 will be repaid by Fleet Funds after the State approves the loan.
5. The \$200,000 that was transferred to the Quebecor Redevelopment project will be returned to Fund Balance after the funds are received from the sale of Project Friday.
6. Purchase of property at 257 Walker Street-Lynn View Middle School. To be taken out of the sale of the AEP building which is included in the \$14.8M.
7. The Estimated Balance Available Upon Board Approval in January 2007 was \$886,730.
8. The Estimated Balance Available Upon Board Approval in January 2006 was \$492,935.



AGENDA ACTION FORM

Consideration of Ordinances to Annex/ Amend Zoning of the RS1 Annexation

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

Action Form No.: AF: 122-2009

Final Adoption: June 2, 2009

Work Session: May 18, 2009

Staff Work By: K. Weems

First Reading/ (Public Hearing Held):
May 19, 2009

Presentation By: K. Weems

Recommendation:

- Approve ordinance for the RS1 annexation
- Approve ordinance amending the zoning ordinance for the RS1 annexation
-

Executive Summary:

This is the "RS1" annexation of approximately 47 acres along Hidden Acres Road, Rock Springs Road, Hillview Court, Valleydale Drive, and Snapps Ferry Road, with a population of forty residents (vacant land single family uses). All property contained in this annexation has been petitioned for. The current county zoning of the area is R-1 (Single Family Residential) and A-1 (Agricultural & Residential). The proposed city zoning for the area is R-1B (Single Family) and PD (Planned Development). Adjacent zoning consists of City R-1B (Single Family Residential), City PD (Planned Development), and County A-1. Both water and sanitary sewer require an upgrade for this annexation. During its April 2009 regular meeting, the Kingsport Regional Planning Commission voted (5-1) to send a positive recommendation for the annexation, zoning, and plan of services to the Board of Mayor and Aldermen for this annexation. This item has received zero opposition as of April 29, 2009. The Notice of Public Hearing was published on May 4, 2009.

Attachments:

1. Staff Report
2. Notice of Public Hearing
3. Cost Analysis
4. Annexation Ordinance
5. Zoning Ordinance
6. Resolution
7. Map

	Y	N	O
Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Shull	—	—	—
Shupe	—	—	—
Phillips	—	—	—



AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Mayor to Execute a Concession Agreement with the Senior Center Athletic Club to Provide Concessions at Legion Pool.

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

Action Form No.: AF- 148-2009
Work Session: June 1, 2009
First Reading: June 2, 2009

Final Adoption: June 2, 2009
Staff Work By: Phyllis Phillips
Presentation By: Kitty Frazier

Recommendation: Approve a resolution

Executive Summary: This agreement is for Kingsport Senior Center Athletic Club to provide concessions at Legion Pool. To execute an agreement with the Senior Center Athletic Club to provide concessions at Legion Pool at 1701 Legion Drive.

Attachments:

- 1. Resolution
- 2. Concession Lease Agreement

Funding source appropriate and funds are available: _____

	Y	N	O
Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Shull	—	—	—
Shupe	—	—	—
Phillips	—	—	—

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONCESSION LEASE AGREEMENT WITH THE SENIOR CENTER ATHLETIC CLUB FOR THE SALE OF FOOD, REFRESHMENTS, CONFECTIONERY AND BEVERAGES AT LEGION POOL

WHEREAS, the City of Kingsport desires to enter into a Concession Lease Agreement with the Senior Center Athletic Club for the sale of food, refreshments, confectionery and beverages at Legion Pool; and

WHEREAS, under the terms of the agreement the Senior Center Athletic Club will provide labor for the concessions at Legion Pool for and in consideration of \$7.25 per hour, per person so working and will provide an invoice to the city for the hours worked; and

WHEREAS, the term of the agreement is from May 23, 2009 through September 7, 2009.

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 Concession Lease Agreement with the Senior Center Athletic Club for the sale of food, refreshments, confectionery and beverages at Legion Pool retroactive to May 23, 2009 and continuing through September 7, 2009.

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

ADOPTED this the 2nd day of June, 2009.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

LEGION POOL CONCESSION LEASE AGREEMENT

This Agreement made and entered into this 23rd day of May 2009, by and between the City of Kingsport, a municipal corporation of the State of Tennessee, party of the first part, hereinafter called "CITY", and "SENIOR CENTER ATHLETIC CLUB", hereinafter called "ASSOCIATION".

W-I-T-N-E-S-S-E-T-H

That for and in consideration of \$7.25 per hour, per employee, the ASSOCIATION will provide labor for the concessions at Legion Pool located at 1701 Legion Drive. The CITY will provide food, refreshments, confectionery and beverages for the period of May 23, 2009, through September 7, 2009. The ASSOCIATION will provide an invoice to the CITY for the hours worked during this time period.

ASSOCIATION agrees to and shall abide by the following conditions:

1. The ASSOCIATION will provide a sufficient number of employees to serve the public promptly and in a manner satisfactory to the Parks and Recreation Manager. ASSOCIATION agrees not to sublet or sublease in any form the concession rights as approved by the CITY.
2. The CITY will be responsible for furnishing all the equipment, food supplies or other items offered for sale, and any other incidentals necessary for the operation of the concession. In addition, The CITY will be responsible for the maintenance of its equipment to insure that it is in a safe and usable condition at all times.
3. The Parks and Recreation Manager will approve all items offered under this concession and will approve all prices charged to the public.
4. ASSOCIATION agrees to comply with and abide by all rules regulating the operation of the park and the hours of operation of the concession will coincide with the hours of the park in agreement with the Parks and Recreation Manager.
5. ASSOCIATION will furnish all labor and other materials necessary to maintain the concession in a clean, orderly and inviting condition that will be satisfactory to the Parks and Recreation Manager; and this will include the area immediately surrounding the concession area. In addition, at the end of each day, ASSOCIATION will be responsible for keeping the designated eating and shelter area free of all trash and litter by placing it in a dumpster.
6. The CITY will furnish lights, power, and water in such locations where these utilities now exist. Requests for any additional installations which require the use of these utilities must be approved by the Parks and Recreation Manager.
7. Any alterations, repairs, or additions to the building area occupied by ASSOCIATION must be approved in advance by the Parks and Recreation Manager. CITY will make all ordinary and reasonable repairs to preserve the building occupied by ASSOCIATION.
8. The CITY will secure or obtain all permits and licenses required by law for the operation of the concession and the sale of approved merchandise. ASSOCIATION will comply with all ordinances of the City of Kingsport, Sullivan County, and the State of Tennessee, and shall comply with all applicable State and Federal rules and regulations concerning the serving of food, hours of work, pay and equal employment of personnel without discrimination as to race, color, age or sex.
9. The parties agree that the employees provided by the ASSOCIATION are employees of the ASSOCIATION and not the CITY. The ASSOCIATION will be solely responsible for employee payroll taxes, FICA, and Medicare taxes, unemployment insurance and other

benefits and required withholdings for the employee. The parties agree the CITY will not be considered and this agreement will not be construed so as to cause the CITY to be a co-employer of such employees.

10. CITY will have the right of inspection and audit at all times during regular business hours. A violation of any provisions of this contract will work a forfeiture of this contract and CITY may take possession on a twenty-four hour notice. ASSOCIATION may voluntarily terminate the contract upon five (5) days written notice to CITY.

11. ASSOCIATION agrees to defend, indemnify and save harmless the City of Kingsport from any and all claims and suits for injury to persons or property arising out of the performance of this contract caused in any way by the acts or omissions of ASSOCIATION or the ASSOCIATION'S agents, employees, or representatives during or in connection with this contract excepting bodily injury or death or property damage caused by the sole negligence of the City of Kingsport with the requisite certificate(s) of insurance in compliance herewith.

IN WITNESS WHEREOF, the Parties hereto executed this Agreement on the date first above written.

SENIOR CENTER ATHLETIC CLUB

CITY OF KINGSPORT

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 Agreement with Holston Valley Futbol Club to Provide Concessions at Eastman Park.

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

Action Form No.: AF- 149-2009
Work Session: June 1, 2009
First Reading: June 2, 2009

Final Adoption: June 2, 2009
Staff Work By: Phyllis Phillips
Presentation By: Kitty Frazier

Recommendation: Approve a resolution

Executive Summary: Holston Valley Futbol Club has provided concessions at Eastman Park for the past four years. The City of Kingsport and HVFC wish to continue in this partnership. To execute an agreement with Holston Valley Futbol Club to provide concessions at Eastman Park located at 2969 Sullivan Gardens Parkway.

Attachments:

- 1. Resolution
- 2. Concession Lease Agreement

Funding source appropriate and funds are available: _____

	Y	N	O
Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Shull	—	—	—
Shupe	—	—	—
Phillips	—	—	—

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE HOLSTON VALLEY FUTBOL CLUB FOR CONCESSION RIGHTS FOR THE SALE OF FOOD, REFRESHMENTS, CONFECTIONERY AND BEVERAGES AT THE SOCCER FACILITIES LOCATED AT 2969 SULLIVAN GARDENS PARKWAY

WHEREAS, the city desires to enter into an agreement, with the Holston Valley Futbol Club for concession rights for the sale of food, refreshments, confectionery and beverages at the soccer facilities located at 2969 Sullivan Gardens Parkway for the period June 1, 2009 through June 30, 2010.

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, an agreement with the Holston Valley Futbol Club for concession rights for the sale of food, refreshments, confectionery and beverages at the soccer facilities located at 2969 Sullivan Gardens Parkway for the period June 1, 2009 through June 30, 2010.

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

ADOPTED this the 2nd day of June, 2009.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

CONCESSION LEASE AGREEMENT

This Agreement made and entered into this 24th day of May 2009, by and between the City of Kingsport, a municipal corporation of the State of Tennessee, party of the first part, hereinafter called the LESSOR, AND Holston Valley Futbol Club, hereinafter called the CONCESSIONAIRE.

W-I-T-N-E-S-S-E-T-H

That for and in consideration of seventeen percent (17%) of the monthly sales, to be paid monthly, the LESSOR does hereby lease unto the CONCESSIONAIRE for the period of June 1, 2009, through June 30, 2010, the concession rights for the sale of food, refreshments, confectionery and beverages at the soccer fields at 2969 Sullivan Gardens Parkway.

The CONCESSIONAIRE agrees to and shall abide by the following conditions:

The CONCESSIONAIRE will be responsible for furnishing all the equipment, food supplies or other items offered for sale, and any other incidentals necessary for the operation of the concession. He shall be responsible for the maintenance of his equipment to insure that it is in a safe and usable condition at all times. He shall provide at his own cost a sufficient number of employees to serve the public promptly and in a manner satisfactory to the Parks and Recreation Manager. The CONCESSIONAIRE agrees not to sublet or sublease in any form the concession rights as approved by the City.

The Parks and Recreation Manager shall approve all items offered under this concession and shall approve all prices charged to the public.

The CONCESSIONAIRE shall agree to comply with and abide by all rules regulating the operation of the park and the hours of operation of the concession shall coincide with the hours of the park in agreement with the Parks and Recreation Manager.

The CONCESSIONAIRE shall furnish all labor and other materials necessary to maintain the concession in a clean, orderly and inviting condition that shall be satisfactory to the Parks and Recreation Manager; and this shall include the area immediately surrounding the concession area. In addition, at the end of each day, the CONCESSIONAIRE shall be responsible for keeping the designated eating and shelter area free of all trash and litter by placing it in a dumpster.

The City will furnish lights, power, and water in such locations where these utilities now exist. All additional installations which require the use of these utilities shall be made and maintained at the expense of the CONCESSIONAIRE and upon the approval of the Parks and Recreation Manager.

Any alterations, repairs, or additions to the building area occupied by the CONCESSIONAIRE must be approved in advance by the Parks and Recreation Manager. The City shall make all ordinary and reasonable repairs to preserve the building occupied by the CONCESSIONAIRE.

It shall be the obligation of the CONCESSIONAIRE to secure or obtain all permits and licenses required by law for the operation of the concession and the sale of approved merchandise. The CONCESSIONAIRE shall comply with all ordinances of the City of Kingsport, Sullivan County, and the State of Tennessee, and shall comply with all applicable State and

Federal rules and regulations concerning the serving of food, hours of work, pay and equal employment of personnel without discrimination as to race, color, age or sex.

The City shall have the right of inspection and audit at all times during regular business hours. A violation of any provisions of this contract shall work a forfeiture of this contract, and the City may take possession on a twenty-four (24) hour notice. The CONCESSIONAIRE may voluntarily terminate the contract upon five (5) days written notice to the City.

The CONCESSIONAIRE shall furnish all owners liability insurance, specifically naming the City of Kingsport as co-insured, to defend, indemnify and save harmless the City of Kingsport from any and all claims and suits for injury to persons or property arising out of the performance of this contract caused in any way by the acts or omissions of the CONCESSIONAIRE or the CONCESSIONAIRE'S agents, employees, or representatives during or in connection with this contract excepting bodily injury or death or property damage caused by the sole negligence of the City of Kingsport with the requisite certificate(s) of insurance in compliance herewith.

HOLSTON VALLEY FUTBOL CLUB

President

CITY OF KINGSPORT

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 Agreement with Holston Valley Futbol Club to Provide a Recreational Youth Soccer Program at Eastman Park.

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

Action Form No.: AF- 150-2009
Work Session: June 1, 2009
First Reading: June 2, 2009

Final Adoption: June 2, 2009
Staff Work By: Phyllis Phillips
Presentation By: Kitty Frazier

Recommendation: Approve a resolution to execute an agreement with Holston Valley Futbol Club to provide a Recreational Youth Soccer Program at Eastman Park located at 2969 Sullivan Gardens Parkway.

Executive Summary: Holston Valley Futbol Club has provided for over 30 years a youth soccer program in cooperation with the CITY OF KINGSPORT. The CITY OF KINGSPORT and HVFC wish to continue this working relationship and utilization of CITY facilities for the purpose of providing a recreational youth soccer program. This agreement is being recommended by the Youth Athletic Advisory Committee and the Parks and Recreation Advisory Committee.

Attachments:

- 1. Resolution
- 2. Concession Lease Agreement

Funding source appropriate and funds are available: _____

	Y	N	O
Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Shull	—	—	—
Shupe	—	—	—
Phillips	—	—	—

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH HOLSTON VALLEY FUTBOL CLUB TO PROVIDE A RECREATIONAL YOUTH SOCCER PROGRAM ON CITY PARK PROPERTY LOCATED AT EASTMAN PARK AT HORSE CREEK

WHEREAS, the City of Kingsport desires to enter into an agreement with Holston Valley Futbol Club to provide a recreational youth soccer program on city park property located at 2969 Sullivan Gardens Parkway and known as Eastman Park at Horse Creek; and

WHEREAS, the term of the agreement is for one (1) year with the option to renew for an additional one (1) year period; and

WHEREAS, under the terms of the agreement Holston Valley Futbol Club will pay the city \$15.00 for each registered player participating in the program who is not a city resident; and

WHEREAS, the agreement is recommended by the Youth Advisory Committee and the Parks and Recreation Committee.

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 Article X, Section 10 of the Charter of the City of Kingsport, an agreement with Holston Valley Futbol Club to provide a recreational youth soccer program on city park property located at 2969 Sullivan Gardens Parkway and known as Eastman Park at Horse Creek for a one (1) year period with the option to renew for an additional one (1) year period.

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

ADOPTED this the 2nd day of June, 2009.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

AGREEMENT

BETWEEN

CITY OF KINGSPORT, TENNESSEE

AND

THE HOLSTON VALLEY FUTBOL CLUB

THIS AGREEMENT made by and entered into as of this 1st day of July, 2009, by and between the CITY OF KINGSPORT , hereinafter called "CITY" , and the HOLSTON VALLEY FUTBOL CLUB, (HVFC), hereinafter called "HVFC".

WITNESSETH

WHEREAS, the CITY does not provide a recreational youth soccer program for the citizens of KINGSPORT; and

WHEREAS, HVFC is a non-profit organization organized to promote youth sports activities through the operation of its youth soccer program; and

WHEREAS, HVFC (formerly known as KYSA) has provided for 30 years a youth soccer program in cooperation with the CITY OF KINGSPORT at an annual average cost of \$150,000; and

WHEREAS, the CITY and HVFC wish to formalize an agreement to reflect their long tenured working relationship and utilization of CITY facilities for the purpose of providing a recreational youth soccer program; and

WHEREAS, the CITY is the owner of that certain public park amenities located at 2969 Sullivan Gardens Parkway, and hereafter referred to as the "Facilities"; and

WHEREAS, HVFC and the CITY desire to enter this Agreement for the purpose of evidencing the Agreement of the parties with regard to the use of the Facilities by HVFC and respective obligations contained herein;

NOW, THEREFORE, the premises considered, the parties agree as follows:

I. Term

This Agreement shall be for a term of one (1) year beginning on the date of the execution hereof. However, this agreement may be terminated with or without cause by either party by giving sixty (60) days written notice to the other party.

II. Option to Renew

This Agreement may be renewed at the option but not the obligation of the parties for an additional term, conditioned upon the following:

1. If not in violation of any obligation hereunder, HVFC shall be given the option to renew agreement for a like term upon conditions set forth by the City. If HVFC should desire to renew this agreement, it shall do so by giving written notice to City prior to May 1 of the year for which the extension is requested.
2. That HVFC shall provide the following information prior to the start of the Fall season:
 - Current by-laws for organization
 - Financial report of all expenditures and revenues from previous year
 - Proposed budget for upcoming year
 - List of current officers and board members with addresses, phone numbers and e-mail (if applicable). CITY is to be notified of changes within two weeks of appointment
 - List of officers, recreation program personnel, field coordinators, competitive coaches and select Board of Directors members
 - List of designated personnel who have facility keys & security code access.
 - Annual calendar including all events

In the event the above information is not timely furnished, this agreement and/or any extension thereof shall be automatically cancelled without further notice.

III. Use of Facilities

1. HVFC will be the primary youth soccer provider for the City of Kingsport. Thus, during the period of July 1, 2006 to June 30, 2007 HVFC shall have the primary right to use the CITY'S Soccer Facilities, as assigned by CITY, during HVFC'S regular Fall and Spring recreational and competitive seasons, league playoffs and make-up games, and one tournament, without assignment of any associated facility rental fees. At any time the soccer facilities are not being used by HVFC, City may assign such facilities to other associations or parties.
2. HVFC may use the conference room located at the CITY soccer facility for official HVFC board meetings during the term of this agreement.
3. HVFC's regular Fall and Spring recreational seasons will be within the months of August through October and March through May respectively. During either or both the Fall and Spring HVFC recreational soccer seasons, City may resume the primary right to designate use of the soccer facility for up to three consecutive days. This interruption may not occur more than once during each recreational season. City will provide notice of these scheduled interruptions no later than February 1 for the Fall season and August 1 for the Spring season. City will make reasonable efforts during these scheduled interruptions to minimize disruption to HVFC recreational programs. The conditions described in the concession lease with HVFC will continue to apply during these designated periods.

4. HVFC may not make any additions and/or alterations to the soccer facility buildings, equipment, grounds, and/or furnishing without written consent from the city of Kingsport.

5. HVFC understands and agrees that at times weather, scheduled maintenance and/or field conditions may result in City denying the use of certain fields on dates for which approval has been granted.

6. CITY shall at all times have the right to inspect its Facilities being used by HVFC and all HVFC sponsored activities related to the use of such facilities.

7. If HVFC should desire to use CITY soccer facilities for additional tournaments or special events or programs, HVFC shall make a request to the CITY in accordance with the guidelines established for assigning and scheduling of activities at City sports facilities. Any and all additions, tournaments or special programs shall not be included in this agreement, but shall require a separate written agreement between the parties.

IV. Obligation of the City

CITY agrees to:

1. Provide the following maintenance and repairs in a manner generally equal to normal CITY maintenance and repair of similar CITY recreational facilities.
 - Maintain all turf areas on the fields to include mowing, weed control, fertilizing and herbicide spraying.
 - Provide sand, soil, etc. to be used in leveling or backfilling low areas when deemed necessary.
 - Maintain all bleachers in a safe and secure condition.
 - Provide trash receptacles and dumpster and provide for the removal of trash that has been deposited in dumpsters as warranted.
 - Maintain structural integrity of concession stands, restrooms, and storage areas including repair or replacement of damaged roofs, doors, and windows.
 - Maintain all building and field lighting systems. Repair or replace lights, poles, wiring, and other equipment related to the lighting of each field and buildings to be used by HVFC.
 - Maintain all scoreboards and control systems.
 - Maintain field irrigation system and watering schedules of turf areas.
 - Communicate with HVFC field mowing, fertilization and irrigation schedules.
 - Provide HVFC with contact information for after-hour and everyday needs.
 - Maintain and repair all parking areas to include gates.
 - Maintain security system and establish key control.
 - Inform HVFC of scheduled maintenance on fields.
 - Provide custodial supplies to be stocked in appropriate areas by HVFC.
 - Determine all rental fees and rules for usage of facility.

- Establish all rules to include facility safety, signage as appropriate, emergency notification process, traffic control, and environmental regulations.
 - Establish policy for field lighting usage and access to computer codes.
 - Provide a plan for and approve all capital improvements with input from HVFC.
 - Provide for insurance on buildings.
 - Line fields as needed for events and activities assigned to user groups other than HVFC.
2. Reserve the right to utilize the Soccer Facilities when HVFC league activities are not scheduled. If Facilities are abandoned, the agreement is terminated. "Abandonment" shall be defined as no competitive play taking place on allocated field(s) during the entire term of the agreement.
 3. Assist HVFC with distribution of information and refer interested parties to HVFC when necessary.

It is understood and agreed the CITY'S obligations under this Agreement will be performed as soon as, and to the extent that, budgeted funds are available for performance of its obligations. If City is unable to fulfill its obligations due to budget restraints, it will not be obligated to HVFC for any monetary damages.

V. Obligations of HVFC

HVFC agrees to:

1. Provide to the citizens of Kingsport a quality recreational soccer program that operates with reasonable participant fees and associated services.
2. At no expense to the CITY, provide the following maintenance repair:
 - Maintain soccer goals, nets, cables and net clips.
 - HVFC shall be responsible for daily game day policing of all litter on their field(s) to include playing areas, bleachers, concession stands, offices, maintenance buildings, and adjacent grounds.
 - Line all fields for HVFC league and tournament play.
 - Monitor restroom facility and stock supplies to be provided by City.
 - Adhere to City rules that pertain to field usage and provide input on overuse.
3. Furnish to the Kingsport Parks and Recreation Department calendar of events twice annually (August and March) for Fall and Spring seasons respectively. The schedule may be updated in mid spring and adjusted as the season progresses and will serve as a guide for maintenance of the Facilities. Any adjustments must be relayed to the Kingsport Parks and Recreation Department.

4. Schedule and meet with the Kingsport Parks and Recreation Athletic Department prior to the season to discuss schedules, field playability and department guidelines and maintain regular communication with CITY staff.
5. Provide the CITY with specified accident and Incident reports.
6. Sign a usage agreement annually with the City of Kingsport, Tennessee.
7. Report any facility maintenance problems to City of Kingsport designated personnel.
8. Sign a lease agreement for concession rights and request approval by the CITY for any and all additional concession trailers and follow City, County, and State Health Codes. The City of Kingsport will retain all pouring rights for beverages and HVFC agrees to honor this arrangement and will not do anything in the way of concessions or advertising that would violate such agreement.
9. Not post any advertising or signage in the park. Special request for signage or promotional items must be made to the Kingsport Parks and Recreation office and may not conflict with existing facility sponsors and/or naming.
10. Pay the City of Kingsport an agreed amount of \$15.00 per season for each registered player in the HVFC soccer leagues that is a Non-Resident of the City of Kingsport. Payments shall be made to the City of Kingsport annually by June 1. Payments shall be made by cash/check or in equivalent value of materials/equipment as mutually agreed upon by the City and HVFC.)
11. Maintain at least a 50% or greater number of City of Kingsport residents as registered club members. Verification of residency percentages shall be made annually to the City of Kingsport at the time that payments are made to the City for non residents.
12. Provide a responsible adult to be on-site at each and every activity scheduled on City facilities.
13. Agree to not make any permanent changes to facilities or fields without the expressed prior written permission of the Kingsport Parks and Recreation Department.
14. Adhere to facility rules and regulations which includes proper use and care of lights, grounds, keys, facilities, and amenities.
15. Follow all Park rules that have been established by the Kingsport Parks and Recreation Department.
16. Pay the City of Kingsport for the use of sports field lighting directly related to HVFC usage.
17. Assist the City of Kingsport in moving and relocating soccer goals within the park.

18. Allow Ex-Officio representation by Kingsport Parks and Recreation on HVFC Board of Directors.
19. Conduct only HVFC sanctioned and organized events and activities under the terms of this usage agreement. Personal use of the facility by HFVC members is outside the scope of this agreement.
20. Not hold the City responsible for damage or loss to HVFC equipment located at the facility unless specifically caused by negligence on the part of the City.
21. Provide Kingsport Parks and Recreation statistical data pertaining to participation and attendance at the CITY soccer facility on a monthly basis.

VI. Assignment and Exclusivity

This Agreement is a privilege for the benefit of HVFC only and may not be assigned in whole or part by HVFC to any other person or entity. Both parties understand that HVFC'S use of the facility is nonexclusive.

VII. Insurance and Indemnification

HVFC shall at all times during the term of this Agreement maintain in effect general public liability insurance covering the HVFC program at the Facilities against claims for personal injury, death or damage to property to the limit of not less than one-million dollars (\$1,000,000.00). The CITY shall be named as an additional insured on such policy and shall be entitled to thirty (30) days notice of cancellation or changes of any kind regarding such insurance, and certificates of insurance shall be provided by HVFC to the CITY.

HVFC shall indemnify, defend and hold harmless the City of Kingsport, its officers, employees and agents from any and against any and all suits, actions, or claims of every kind or nature whatsoever, foreseen or unforeseen, known or unknown that arises out of, or is any way related to the acts or the failure to act of HVFC or its agents, volunteers, or employees in the use of the Facilities arising out of obligations of HVFC as set forth in this Agreement.

VIII. Miscellaneous Provisions:

1. No modification of this Agreement shall be effective unless it is made in writing and is signed by the authorized representatives of the parties hereto.
2. This Agreement shall be construed under and in accordance with the laws of the State of Tennessee, and all obligations of the HVFC and the CITY created hereunder are performable in Sullivan County, Tennessee.
3. Nothing in this Agreement shall be construed to make the CITY or its respective agents or representatives liable in situations it is otherwise immune from liability.

4. In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
5. Each party represents to the other that the individual signing this Agreement below has been duly authorized to do so by its respective governing body, and that this Agreement is binding and enforceable as to each party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth below:

HOLSTON VALLEY FUTBOL CLUB

President

ATTEST:

CITY OF KINGSPORT

DENNIS R. PHILLIPS
Mayor

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 a Right-of-Way Easement with Kingsport Power Company to Service Wellmont Health System

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

Action Form No.: AE-160-2009
Work Session: June 1, 2009
First Reading: June 2, 2009

Final Adoption: June 2, 2008
Staff Work By: R. Trent, R. McReynolds
Presentation By: R. McReynolds

Recommendation:

Approve the Resolution.

Executive Summary:

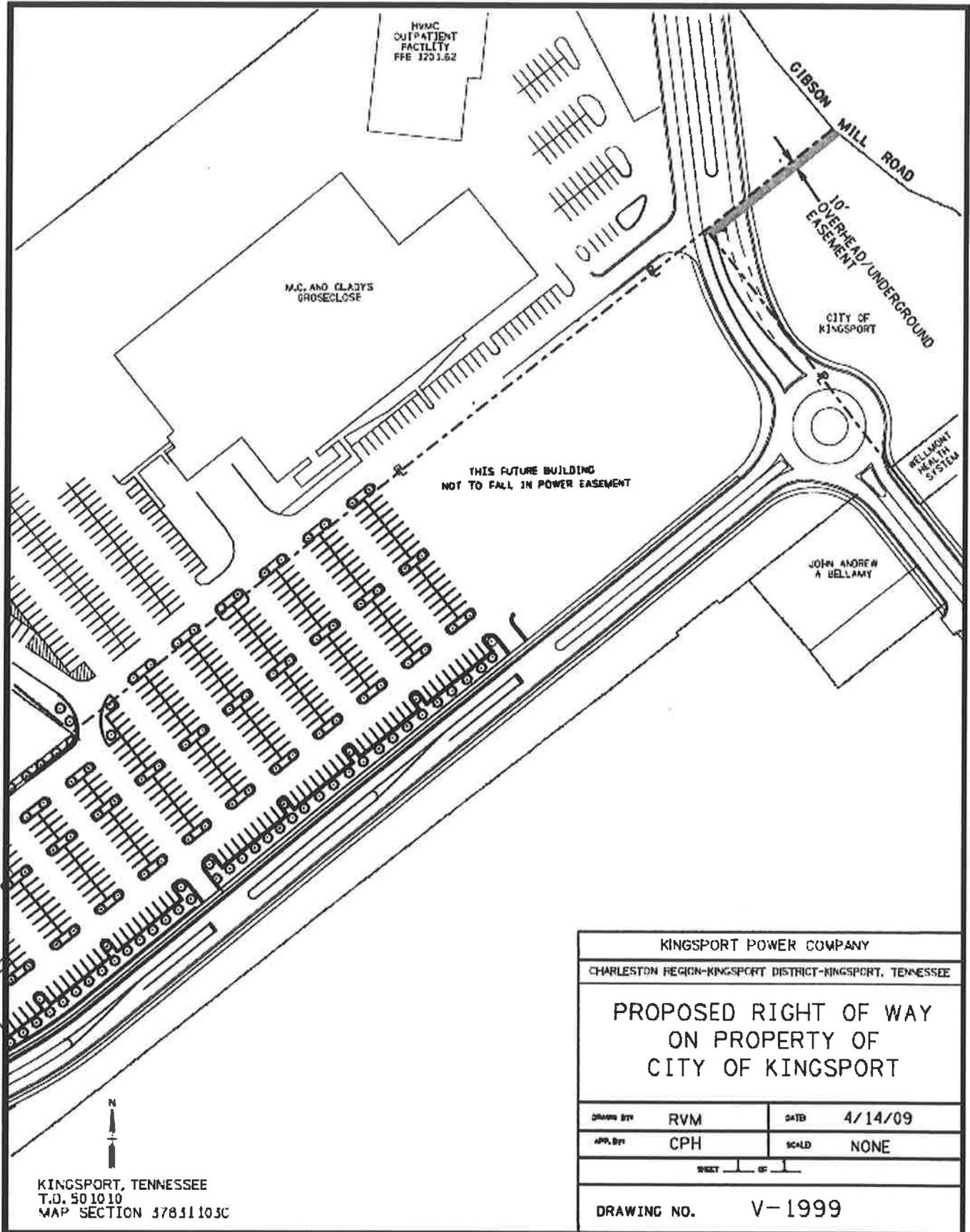
American Electric Power has requested a right-of-way easement from the City of Kingsport in order to install electric power lines and communication lines which will service Wellmont Health System. While the easement is for American Electric Power, it is in the name of its subsidiary, Kingsport Power Company.

Attachments:

- 1. Right-of-Way Sketch and Easement
- 2. Resolution

Funding source appropriate and funds are available: _____

	Y	N	O
Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Shull	—	—	—
Shupe	—	—	—
Phillips	—	—	—



KINGSFORT, TENNESSEE
 T.O. 50 10 10
 MAP SECTION 378J1103C

KINGSFORT POWER COMPANY			
CHARLESTON REGION-KINGSFORT DISTRICT-KINGSFORT, TENNESSEE			
PROPOSED RIGHT OF WAY ON PROPERTY OF CITY OF KINGSFORT			
DRAWN BY	RVM	DATE	4/14/09
APP. BY	CPH	SCALE	NONE
SHEET 1 OF 1			
DRAWING NO.		V-1999	

225 West Center Street W. O. No. W001885301 Job No. 09560021 Prop No. 4
Kingsport, TN 37660 Line Overhead to Underground Conversion

THIS AGREEMENT, made this _____ day of _____, 2009, by and between
CITY OF KINGSFORT, a municipal corporation
organized and existing under the laws of the State of Tennessee, herein called
"Grantor", and **KINGSFORT POWER COMPANY**, a Virginia corporation, herein called "Kingsport",
WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00), cash in hand paid to Grantor by
Kingsport, the receipt whereof is hereby acknowledged, Grantor hereby grants, conveys and warrants to
Kingsport, its successors, assigns, lessees and tenants, a right of way and easement for an electric power
line or lines, and communication lines, in, on, along, through, across or under the following described
lands of the Grantor situated in 11th Civil District, County of Sullivan, State of
Tennessee.

On the North by the lands of Wellmont
On the East by ~~the lands of~~ Gibson Mill Road
On the South by ~~the lands of~~ Lee St.
On the West by the lands of Wellmont

Being a right of way and easement 10 feet in width as shown shaded on that certain Kingsport Power
Company drawing entitled "Proposed Right of Way on Property of City of Kingsport, V-1999 dated
4/14/09", attached hereto and made a part hereof.

In the event Kingsport should remove all of said Kingsport's facilities from the lands of the
Grantor, then all of the rights, title and interest of the party of Kingsport in the right of way and
easement herein above granted, shall revert to the Grantor, its successors and assigns.

Being a right of way easement over the same property conveyed to Grantors herein by Mabel
Groseclose Timmins and T. Frank Timmins
_____, by deed dated November 10, 1953, and recorded in
Sullivan County, Deed Book No. 147A, Page 080.
Map 046B, Group G, CTL Map 046B, Parcel 012.00.

TOGETHER with the right, privilege and authority to Kingsport, its successors, assigns, lessees
and tenants, to construct, erect, install, place, operate, maintain, inspect, repair, renew, remove, add to
the number of, and relocate at will, underground conduits, ducts, vaults, cables, wires, transformers,
pedestals, risers, pads, fixtures and appurtenances (hereinafter called "Kingsport's Facilities"), in, on,
along, through, across and under the above referred to premises; the right to disturb the surface of said
premises and to excavate thereon, and to cut down, trim, clear and/or otherwise control, and at
Kingsport's option, remove from said premises, brush, undergrowth, trees, tree roots, shrubs, buildings
or other obstructions which may endanger the safety of, or interfere with the use of Kingsport's
Facilities; and the right of ingress and egress to and over said above referred to premises, and any of the
adjoining lands of the Grantors at any and all times, for the purpose of exercising and enjoying the rights
herein granted, and for doing anything necessary or useful or convenient in connection therewith.

It is understood and agreed between the parties hereto, that the Grantor reserves the right to use
said lands in any way not inconsistent with the rights herein granted.

TO HAVE AND TO HOLD the same unto Kingsport Power Company, its successors, assigns,
lessees and tenants.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A
RIGHT-OF-WAY EASEMENT WITH KINGSPORT POWER
COMPANY

WHEREAS, Wellmont Health System has requested American Electric Power install electrical power lines and communication lines in conjunction with the construction currently being done at Holston Valley Hospital and Medical Center; and

WHEREAS, in order to install electric power lines and communication lines, American Electric Power has requested that the City of Kingsport execute a Right-of-Way Easement to Kingsport Power Company, a subsidiary of American Electric Power; and

Now therefore,

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

SECTION I. That the Mayor, or in his absence, incapacity, or failure to act, the Vice Mayor, is authorized to execute, in a form approved by the City Attorney, a Right-of-Way Easement with Kingsport Power Company.

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

ADOPTED this the 2nd day of June, 2009.

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 a Right-of-Way Easement with Kingsport Power Company to Service Tosh Gilbert Building

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

Action Form No.: AF-161-2009
Work Session: June 1, 2009
First Reading: June 2, 2009

Final Adoption: June 2, 2009
Staff Work By: R. Trent, R. McReynolds
Presentation By: R. McReynolds

Recommendation: Approve the Resolution.

Executive Summary:

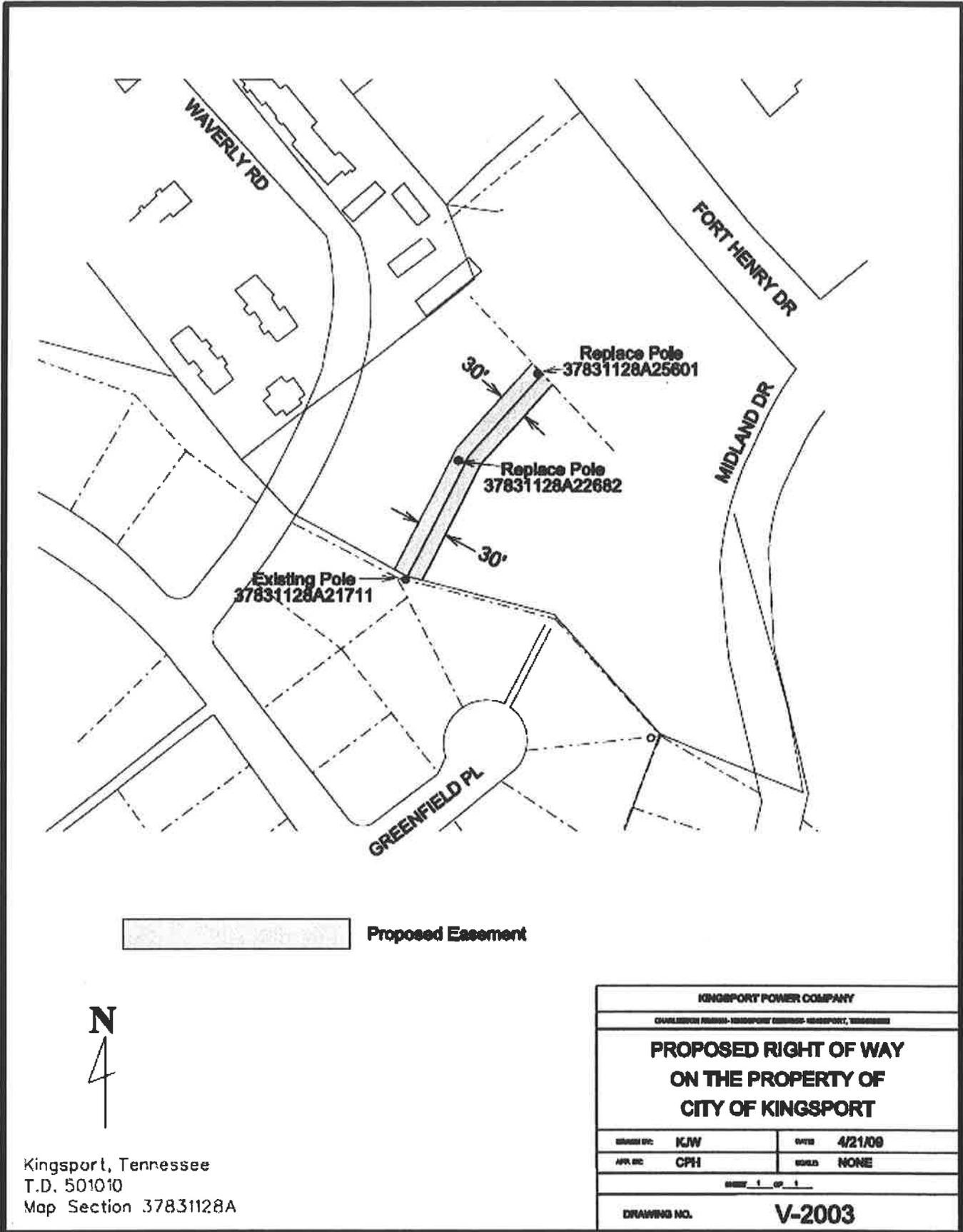
American Electric Power has requested a right-of-way easement from the City of Kingsport in order to install electric power lines and communication lines which will allow service to be provided to the Tosh Gilbert Building located on Midland Drive. While the easement is for American Electric Power, it is in the name of its subsidiary, Kingsport Power Company.

Attachments:

- 1. Right-of-Way Sketch and Easement
- 2. Resolution

Funding source appropriate and funds are available: _____

	Y	N	O
Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Shull	—	—	—
Shupe	—	—	—
Phillips	—	—	—



City of Kingsport _____ Eas No. _____ R/W Map No. 3783-1128-A2
 225 West Center Street W. O. No. W001885301 Job No. 09560015 Prop No. 1

Kingsport, TN 37660 Line Joe Barker Builders for service to Tosh Gilbert

THIS AGREEMENT MADE this _____ day of _____, 2009, by and between CITY OF KINGSPORT, a municipal corporation organized and existing under the laws of the State of Tennessee, herein called "Grantor", and KINGSPORT POWER COMPANY, a Virginia corporation, herein called "Kingsport",

WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00), cash in hand paid to Grantor by Kingsport, the receipt whereof is hereby acknowledged, Grantor hereby grants, conveys and warrants to Kingsport, its successors, assigns, lessees and tenants, a right of way and easement for an electric power line or lines, and communication lines, in, on, along, through, over, across or under the following described lands of the Grantor situated in 11th Civil District, County of Sullivan, State of Tennessee, and bounded:

- On the North by the lands of Frontier Health
- On the East by the lands of Midland Drive
- On the South by the lands of James Walker
- On the West by the lands of Waverly Road

Being a right of way and easement 30 feet in width as shown shaded on that certain Kingsport Power Company drawing V-2003, dated 4/21/2009, attached hereto and made a part hereof.

In the event Kingsport should remove all of said Kingsport's facilities from the lands of the Grantor, then all of the rights, title and interest of the party of Kingsport in the right of way and easement herein above granted, shall revert to the Grantor, its successors and assigns.

Being a right of way easement over the same property conveyed to Grantors herein by Sullivan County, Tennessee, by deed dated January 8, 2007, and recorded in Sullivan County, Deed Book No. 2757C, Page 0186.

Map 061C, Group C, CTL Map 061C, Parcel 3.00.

TOGETHER with the right, privilege and authority to Kingsport, its successors, assigns, lessees and tenants, to construct, erect, install, place, operate, maintain, inspect, repair, renew, remove, add to the number of, and relocate at will, poles, with wires, cables, crossarms, guys, anchors, grounding systems and all other appurtenant equipment and fixtures (hereinafter called "Kingsport's Facilities"), and string wires and cables, adding thereto from time to time, across, through, or over the above referred to premises; the right to cut down, trim, and/or otherwise control, and at Kingsport's option, remove from said premises, any trees, overhanging branches, buildings or other obstructions which may endanger the safety of, or interfere with the use of Kingsport's Facilities; and the right of ingress and egress to and over said above referred to premises, and any of the adjoining lands of the Grantor at any and all times, for the purpose of exercising and enjoying the rights herein granted, and for doing anything necessary or useful or convenient in connection therewith.

It is understood and agreed between the parties hereto, that the Grantor reserves the right to use said lands in any way not inconsistent with the rights herein granted.

TO HAVE AND TO HOLD the same unto Kingsport Power Company, its successors, assigns, lessees and tenants.

It is agreed that the foregoing is the entire contract between the parties hereto, and that this written agreement is complete in all its terms and provisions.

IN WITNESS WHEREOF, Grantor has caused its corporate name and seal to be hereunto affixed the day and year first above written.

CITY OF KINGSPORT

By: _____
Mayor

Attest: _____
City Recorder

STATE OF TENNESSEE)
COUNTY OF _____) To-wit:

Before me _____ of the State and County aforesaid, personally appeared _____, with whom I am personally acquainted and who, upon oath, acknowledge himself/herself to be the Mayor of Kingsport, Tennessee, _____ the within named bargainor, a municipal corporation, and that he/she as such _____ City Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as City Mayor.

Witness my hand and official seal in _____ County, State of _____, this the _____ day of _____, 20__.

Notary Public

My Commission expires:

I, or we, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is \$ 1.00, which amount is equal to or greater than the amount which the property transferred commanded at a fair and voluntary sale.

KINGSPORT POWER COMPANY

By: _____

STATE OF TENNESSEE)
COUNTY OF _____) To-wit:

Subscribed and sworn to before me this the _____ day of _____, 20__.

My Commission Expires: _____
Notary Public

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A
RIGHT-OF-WAY EASEMENT WITH KINGSPORT POWER
COMPANY

WHEREAS, the owners of the Tosh Gilbert Building located on Midland Drive have requested American Electric Power install electrical power lines and communication lines in conjunction with the new construction currently being done at the Tosh Gilbert Building; and

WHEREAS, in order to install electric power lines and communication lines, American Electric Power has requested that the City of Kingsport execute a Right-of-Way Easement to Kingsport Power Company, a subsidiary of American Electric Power; and

Now therefore,

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

SECTION I. That the Mayor, or in his absence, incapacity, or failure to act, the Vice Mayor, is authorized to execute, in a form approved by the City Attorney, a Right-of-Way Easement with Kingsport Power Company.

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

ADOPTED this the 2nd day of June, 2009.

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 a Release Agreement for McDonalds USA LLC, McDonalds Corporation, Brian Grubb, and David Grubb.

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

Action Form No.: AF-145-2009
Work Session: June 1, 2009
First Reading: June 2, 2009

Final Adoption: June 2, 2009
Staff Work By: Hughes
Presentation By: Billingsley

Recommendation: Approve the resolution.

Executive Summary:

On 26 November, 2007 a Grounds Maintenance Leaf Collection truck was damaged in an automobile crash involving a vehicle owned by McDonalds Corporation, and driven by David Grubb, son of McDonald's employee Brian Grubb. The McDonalds vehicle is insured by Gallagher Bassett. The city contacted Gallagher Bassett for recovery of the cost of repairs to the damaged leaf collection truck in the amount of \$5,645.62. A signed release agreement is required to receive the payment and officially close this claim for property damage. The amount of \$5,645.62 will be credited to the Fleet Miscellaneous Revenue Account.

Attachments:

- 1. Resolution
- 2. Release Agreement

Funding source appropriate and funds are available: _____

	Y	N	O
Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Shull	—	—	—
Shupe	—	—	—
Phillips	—	—	—

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A PROPERTY DAMAGE RELEASE DISCHARGING MCDONALD'S USA, LLC, MCDONALD'S CORPORATION, BRIAN GRUBB, AND DAVID GRUBB FROM ANY AND ALL CLAIMS WHATSOEVER ARISING FROM A VEHICLE ACCIDENT WHICH DAMAGED A CITY GROUNDS MAINTENANCE LEAF COLLECTION TRUCK ON NOVEMBER 26, 2007

WHEREAS, on November 26, 2007 a city grounds maintenance leaf collection truck was damaged as a result of a vehicle accident involving a vehicle owned by McDonald's Corporation and driven by David Grubb, son of McDonald's employee Brian Grubb, which occurred at or near Cooks Valley Road; and

WHEREAS, costs to the city as a result of the vehicle accident were in the amount of \$5,645.62; and

WHEREAS, reimbursement of the costs to the city, in the amount of \$5,645.62, is available from Gallagher Bassett Insurance upon execution of a Property Damage Release; and

Now therefore,

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

SECTION I. That the Mayor, or in his absence, incapacity, or failure to act, the Vice Mayor, is authorized to execute, in a form approved by the City Attorney, a Property Damage Release, in consideration of the receipt of \$5,645.62, discharging McDonald's USA, LLC, McDonald's Corporation, Brian Grubb, and David Grubb from any and all claims whatsoever arising from a vehicle accident which damaged a city grounds maintenance leaf collection truck on or near Cooks Valley Road on November 26, 2007,

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

ADOPTED this the 2nd day of June, 2009.

DENNIS 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 Issuance of a Purchase Order for the Playground Equipment for John Adams Elementary School to Landscape Structures, Inc.

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

Action Form No.: AF-174-2009
Work Session: June 1, 2009
First Reading: June 2, 2009

Final Adoption: June 2, 2009
Staff Work By: Committee
Presentation By: S. Crawford

Recommendation: Approve the resolution.

Executive Summary: School administration has selected playground equipment manufactured by Landscape Structures, Inc. for John Adams Elementary School. Landscape Structures is represented locally by Outdoor Recreation, Inc., and holds a U. S. Communities contract for this type equipment for 2009. T.C.A. section 12-3-1001(c) permits the city to make purchases directly for goods and services from holders of U. S. Communities contracts. The total cost of the playground equipment is \$76,814.48. It is recommended to approve the issuance of a purchase order to Landscape Structures, Inc. in the amount of \$76,814.48 for this equipment.

Funding for this furniture is included in the construction project for John Adams Elementary School.

- Attachments:**
1. Resolution

Funding source appropriate and funds are available: _____

	Y	N	O
Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Shull	—	—	—
Shupe	—	—	—
Phillips	—	—	—

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER FOR THE PLAYGROUND EQUIPMENT FOR JOHN ADAMS ELEMENTARY SCHOOL TO LANDSCAPE STRUCTURES, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME

WHEREAS, Kingsport City Schools administration has selected playground equipment manufactured by Landscape Structures, Inc. for John Adams Elementary School; and

WHEREAS, Landscape Structures, Inc. is represented locally by Outdoor Recreation, Inc., and holds a U.S. Communities contract for this type of equipment for 2009; and

WHEREAS, T.C.A. Section 12-3-1001(c) permits the city to make purchases directly for goods and services from holders of U.S. Communities contracts; and

WHEREAS, the total cost of the playground equipment is \$76,814.48; and

WHEREAS, it is recommended to approve the issuance of a purchase order to Landscape Structures, Inc. in the amount of \$76,814.48, for the playground equipment; and

WHEREAS, funding is included in the construction project for John Adams Elementary School.

Now therefore,

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

SECTION I. That the issuance of a purchase order to Landscape Structures, Inc., in the amount of \$76,814.48, for the playground equipment for John Adams Elementary School is approved and the City Manager is authorized to execute a purchase order for the same.

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

ADOPTED this the 2nd day of June, 2009.

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 to Authorize the Consolidation of all Long Distance Telephone Service for Kingsport City Schools with Embarq Communications, Inc. and to Authorize the Mayor to Sign all Applicable Documents

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

Action Form No.: AF-175-2009
 Work Session: June 1, 2009
 First Reading: June 2, 2009

Final Adoption: June 2, 2009
 Staff Work By: Committee
 Presentation By: S. Crawford/E. Page

Recommendation: Approve the resolution.

Executive Summary: Currently long distance telephone service for Kingsport City Schools is provided by Sprint, Embarq and several other small carriers. Rates for this service currently range from \$0.07 to \$0.49 per minute for calls within the United States. Several years ago when the split occurred between Sprint and Embarq, it was the intent that all local and long distance service for the Schools be moved from Sprint to Embarq. However that consolidation was not fully implemented at that time. As part of an effort to reduce costs for telephone service and simplify the processing of telephone bills, it is recommended to consolidate all long distance service with Embarq at a rate of \$0.055 per minute.

Funding for the estimated \$7,500 annual expenditure is provided through the School's approved budget.

Attachments:

1. Resolution
2. Business Simple Rate Sales Agreement
3. Letter of Agency
4. Preferred Interexchange Carrier Freeze

Funding source appropriate and funds are available: _____

	Y	N	O
Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Shull	—	—	—
Shupe	—	—	—
Phillips	—	—	—

RESOLUTION NO. _____

A RESOLUTION APPROVING CONSOLIDATION OF ALL LONG DISTANCE TELEPHONE SERVICE FOR KINGSPORT CITY SCHOOLS WITH EMBARQ COMMUNICATIONS, INC. AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE CONSOLIDATION

WHEREAS, long distance telephone service for Kingsport City Schools is currently provided by Sprint, Embarq Communications, Inc., and several other small carriers; and

WHEREAS, in an effort to reduce costs for telephone service and simplify the processing of telephone bills it is recommended that the long distance telephone service for Kingsport City Schools be consolidated with Embarq Communications, Inc. at a rate of \$0.055 per minute; and

WHEREAS, funding for the estimated \$7,500 annual expenditure is provided through the Kingsport City Schools approved budget; and

WHEREAS, certain documents must be executed to allow the consolidation.

Now therefore,

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

SECTION I. That the consolidation of all long distance telephone service for Kingsport City Schools with Embarq Communications, Inc. at a rate of \$0.055 per minute for an estimated annual expenditure of \$7,500 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, all documents necessary and proper to effectuate the consolidation of all long distance telephone service for city schools with Embarq Communications, Inc.

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

ADOPTED this the 2nd day of June, 2009.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



EMBARQ® Business Simple Rate Sales Agreement

BUSINESS SIMPLE RATE SALES AGREEMENT

EMBARQ Business Simple Rate provides customers a competitive interstate and intrastate voice service per minute rate. Customers who are eligible may select one of the commitment levels listed below. If no commitment level is selected, Customer will receive rates and charges associated with \$30 Monthly Commitment level.

Customer should initial next to the selected Monthly Commitment level and plan options:

\$30 Monthly Commitment / \$0.06 per Domestic Minute

→ \$50 Monthly Commitment / \$0.055 per Domestic Minute

Discounted International Voice Option, \$5 Monthly Charge

_____ ←

If Customer's monthly long distance usage charges fail to meet Customer's monthly commitment level in any month, Customer will pay to Embarq Communications, Inc. the difference between the monthly commitment level and Customer's actual long distance usage charges for that month.

If Customer selects the Discounted International Voice Option above, Customer will receive discounted international voice service usage rates (Dial-1) below the standard international voice service usage rates to certain locations for a monthly recurring charge of \$5.00.

Toll Free Service is available with this product. A separate monthly recurring charge for Toll Free Service applies.

The Discounted International Voice MRC, toll free MRC and all usage charges contribute to the monthly commitment.

General Terms and Conditions

- ◆ Services are provided by Embarq Communications, Inc. The Embarq Standard Terms and Conditions for Communication Services, applicable schedules and tariffs, all located at www.embarq.com/ratesandconditions, as amended from time to time, govern the plan and all Embarq Communications, Inc. charges and fees related to the Plan.
- ◆ Additional in-state fees and taxes may apply. Presubscribed Line Charge, Carrier Property Tax, and Carrier Universal Service charge will apply.
- ◆ A per minute surcharge may be applied to calls originating in the U.S. and terminating to a non-U.S. mobile phone number.
- ◆ Taxes, fees, surcharges and operator service charges do not contribute to the minimum monthly commitment.
- ◆ Domestic rates are billed in 6 second increments after the initial 18 seconds. Outbound international rates are billed in 6 second increments after the initial 30 seconds.
- ◆ If not selected at the time of Customer's initial enrollment, Customer may request Toll Free, SDS or local toll (intraLATA) services by calling customer service at 1-866-407-6514.
- ◆ Any alteration to this form will not be valid unless accepted in writing by an authorized Embarq Communications, Inc. officer.

Customer Details

The undersigned authorizes Embarq Communications, Inc. to act as its primary carrier for the following EMBARQ Business Simple Rate services (check all that apply).

- Dial 1 Service – Switched Toll Free – Switched
 Switched Data Service (SDS) Local Toll (IntraLATA) Service

Telephone Number(s) Please check if a separate page listing other associated lines is attached

Telephone Numbers are new and not yet assigned; Quantity of numbers

423 - 378 - 2100 _____ - _____ - _____ _____ - _____ - _____
_____ - _____ - _____ _____ - _____ - _____ _____ - _____ - _____



LETTER OF AGENCY

(All Sections must be completed. If a section does not apply, please indicate by using "NA.")

Name of Person Authorized to Act on Behalf of the Company _____ **Contact Telephone Number** _____

(MUST BE THE SAME PERSON WHO SIGNS THIS FORM)

Billing Address of Main Telephone Number

Company KINGSPORT CITY OF SCHOOLS Attention _____
 Street ATTN TERRI HART, 1701 E CENTER ST.
 City KINGSPORT State TN Zip 37664

Service Address (if different than Billing Address)

Company KINGSPORT CITY OF SCHOOLS Attention _____
 Street 1800 Legion Dr
 City KINGSPORT State TN Zip 37664

Verification Information

Date of Birth _____ or SSN (last 4 digits) _____ or Federal EID # _____

TELEPHONE LINES

- List Main Telephone Number (BTN) as it appears on the local bill and the associated telephone numbers.
- Select the appropriate box(es) next to each telephone number for which you want Embarq service.

Main Telephone Number **Long Distance** **Local Toll** **Local Service**
423 - 378 - 2100

Associated Telephone Numbers

Telephone Number	Long Distance	Local Toll	Local Service	Telephone Number	Long Distance	Local Toll	Local Service
____ - ____ - ____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	____ - ____ - ____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Please check if a separate page listing other associated telephone numbers is attached

IMPORTANT CUSTOMER AUTHORIZATION

By signing below:

I AUTHORIZE EMBARQ COMMUNICATIONS, INC.* TO BECOME THE NEW BUSINESS PHONE SERVICE PROVIDER for some or all of the following services selected in this Letter of Agency for the telephone number(s) listed above: (1) long-distance service – long distance calls within my company's state, from my company's state to another state and international calling; (2) local toll service – calls to locations just outside my company's local calling area; and/or (3) local service – Embarq** for calls within my company's local calling area. I also authorize and designate Embarq to act as my company's agent to make this change happen, and direct my company's current local service provider for my business phone to work with Embarq to make these changes.



LETTER OF AGENCY

I UNDERSTAND THAT: (1) I may consult with my company's current local service provider to determine if any fees apply when I switch my business phone service to Embarq or if I later decide to switch back my company's service; (2) this change request only applies to the telephone number(s) on this request; (3) I may select only one presubscribed long distance, one presubscribed local toll and one presubscribed local service provider for each telephone number; (4) Embarq may have different calling areas, rates and charges for each of the services selected by me than my company's business phone service provider(s) and that I will be billed accordingly; (5) state-to-state and international long distance rates and services from Embarq are governed by the Embarq Standard Terms and Conditions for Communications Services; and (6) local and instate long distance - including local toll rates and services - are governed either by applicable state tariffs on file with my state's regulatory commission or by the Embarq Standard Terms and Conditions for Communications Services.

Texas, Illinois, Massachusetts, New York, Washington and West Virginia Residents Only: Individual authorized to act for customer (if applicable, e.g. spouse, legal guardian):

First Name _____ Last Name _____

Relationship _____

Telephone # of individual authorized to act for customer _____

AUTHORIZED by the undersigned on the date indicated below:

_____ Date _____
Individual Authorized to Act for Customer

Vermont Residents Only:

You have the right to file a complaint with the Consumer Affairs Division of the Department of Public Service at 112 State Street, Drawer 20, Montpelier, VT 05620-2601, 1-800-622-4496, 1-800-734-8390 (TTY).

Indiana Residents Only:

You have the right to file a complaint with the Consumer Affairs Division of the Indiana Commission. Write to: Consumer Affairs Division - Indiana Utility Regulatory Commission - Indiana Government Center South - 302 West Washington St - Room E306 - Indianapolis, Indiana 46204. Call 1-800-851-4268 toll free within Indiana only, 317-232-2700 local Indianapolis, 317-232-8556 TDD or 317-233-2410 FAX. Office Hours 0800 to 1700.

I HAVE READ AND UNDERSTAND THIS LETTER OF AGENCY. I'M AT LEAST 18 YEARS OLD AND AUTHORIZED TO CHANGE THE SERVICE PROVIDER FOR THE SELECTED SERVICE(S) AND TELEPHONE NUMBER(S). I UNDERSTAND THAT MY COMPANY'S CURRENT LOCAL SERVICE PROVIDER MAY CHARGE A FEE FOR EACH PROVIDER CHANGE.

BY X _____ DATE X _____
AUTHORIZED SIGNATURE

SIGNING THIS DOCUMENT WILL RESULT IN A PROVIDER CHANGE.

*Embarq Communications, Inc. of Virginia is the service provider in the Commonwealth of Virginia.

**Embarq Pennsylvania is the local service provider in the state of Pennsylvania.



PREFERRED INTEREXCHANGE CARRIER (PIC) FREEZE

A PIC Freeze protects your company's selection of Embarq Communications, Inc.* as its new provider of long distance service and/or local toll service. A PIC Freeze protects your company from an unauthorized switch to another long distance provider without your permission. Your long distance selection cannot be changed to another long distance carrier until your company removes the PIC Freeze with Embarq Communications, Inc.* The service is FREE and can be lifted at any time by simply calling an Embarq Communications, Inc. representative.

Name of Person Authorized to Act on Behalf of the Company

Contact Telephone Number

(MUST BE THE SAME PERSON WHO SIGNS THIS FORM)

Billing Address of Main Telephone Number

Company KINGSPORT CITY OF SCHOOLS Attention _____
 Street ATTN TERRI HART, 1701 E CENTER ST.
 City KINGSPORT State TN Zip 37664

Service Address (if different than Billing Address)

Company KINGSPORT CITY OF SCHOOLS Attention _____
 Street 1800 Legion Dr
 City KINGSPORT State TN Zip 37664

Verification Information

Date of Birth _____ or SSN (last 4 digits) _____ or Federal EID # _____

TELEPHONE LINES

- List Main Telephone Number (BTN) as it appears on the local bill and the associated telephone numbers.
- Select the appropriate box(es) next to each telephone number for which you want a PIC Freeze to Embarq Communications, Inc. *

Main Telephone Number 423 - 378 - 2100 Long Distance Local Toll

Associated Telephone Numbers

Telephone Number	Long Distance	Local Toll	Telephone Number	Long Distance	Local Toll
____-____-____	<input type="checkbox"/>	<input type="checkbox"/>	____-____-____	<input type="checkbox"/>	<input type="checkbox"/>
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Please check if a separate page listing other associated telephone numbers is attached

I HAVE READ AND UNDERSTAND THIS PREFERRED INTEREXCHANGE CARRIER FREEZE FORM. I'M AT LEAST 18 YEARS OLD AND AUTHORIZED TO FREEZE THE SERVICE PROVIDER FOR THE SELECTED SERVICE(S) AND TELEPHONE NUMBER(S).

BY X _____ DATE X _____
 AUTHORIZED SIGNATURE

*Embarq Communications, Inc. of Virginia is the service provider in the Commonwealth of Virginia.

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AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Mayor to Execute Agreements with Various Agencies and Organizations for Community Development Block Grant and Emergency Shelter Grant Funding in Fiscal Year 2009-2010

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

Agenda Form No.: AF-178-2009
 Work Session: June 1, 2009
 First Reading: June 2, 2009
 Final Adoption: June 27, 2009
 Staff Work: Mark Haga
 Presentation: Mark Haga

Recommendation:

- Approve the Resolution.

Executive Summary:

The City of Kingsport desires to enter into agreements with various agencies and organizations for services in fiscal year 2009-2010 through Community Development Block Grant and Emergency Shelter Grant funding. The attached agreements represent funding approved by the BMA during the Consolidated Annual Action Planning process in April 2009.

Attachments:

1. Resolution
2. Agreements

Funding source appropriate and funds are available: _____

	Y	N	O
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Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Shull	—	—	—
Shupe	—	—	—
Phillips	—	—	—

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS WITH VARIOUS AGENCIES AND ORGANIZATIONS FOR COMMUNITY DEVELOPMENT BLOCK GRANT AND EMERGENCY SHELTER GRANT FUNDING IN FISCAL YEAR 2009-2010

WHEREAS, the City of Kingsport desires to enter into agreements for services in fiscal year 2009-2010 benefiting the general welfare of city residents with the Kingsport Housing and Redevelopment Authority for the Learning Center of KHRA; CASA of Sullivan County; South Central Kingsport Community Development Corporation; Salvation Army of Kingsport; and Greater Kingsport Alliance for Development..

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, agreements for services in fiscal year 2009-2010 benefiting the general welfare of City of Kingsport residents with the Kingsport Housing and Redevelopment Authority for the Learning Center of KHRA; CASA of Sullivan County; South Central Kingsport Community Development Corporation; Salvation Army of Kingsport; and Greater Kingsport Alliance for Development.

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

ADOPTED this the 2nd day of June, 2009.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

AGREEMENT

BETWEEN

THE CITY OF KINGSPORT, TENNESSEE

AND

CASA (COURT APPOINTED SPECIAL ADVOCATES) OF SULLIVAN COUNTY

THIS AGREEMENT, made and entered into this 1st day of July 2009, by and between the City of Kingsport, Tennessee, with principal offices at 225 West Center Street, Kingsport, Tennessee, hereinafter called the "CITY", and **CASA of Sullivan County** (non-profit), having its principal offices at 317 Shelby Street, Suite 206, Kingsport, Tennessee, hereinafter called "CASA".

WITNESSETH:

WHEREAS, the CITY expects to receive FY 2009/10 Community Development Block Grant funds to be used for activities eligible under the Housing and Community Development Act of 1974, as amended; and

WHEREAS, the CITY has determined that the creation and operation of **CASA** to administer Advocacy Services is an eligible activity under 24 CFR 570.204 (c); and

WHEREAS, **CASA** has the personnel, experience and ability required for the management program; and

WHEREAS, **CASA** is agreeable to undertake the management services for the program under conditions satisfactory to the CITY.

NOW, THEREFORE, the parties of this agreement, for the considerations set forth below, do here and now agree and bind themselves to the following terms and conditions;

I. PROJECT DESCRIPTION/STATEMENT OF WORK

A. Purpose of Project.

CASA of Sullivan County will provide Advocacy Services for abused and/or neglected children and youth appointed to the program by Juvenile Court. These

funds will enable this program to affect necessary training for volunteers equipping them to provide advocacy services to include case investigations, reporting of findings to Juvenile Courts, representation of children in court and continued monitoring until the child is placed in a Safe House.

B. Method of Operation.

The program will be available to residents of Kingsport, consisting primarily of low and very low-income persons. The program will be administered by CASA of Sullivan County and will provide funding to expand advocacy provided specifically through staff support for record keeping, disbursement of funds, approval of participants and facility rental.

C. Timetable and Budget For Completion of Activity.

Community Development Block Grant funds in the amount of \$16,587 will be available upon notification to the CITY by the Department of Housing and Urban Development (HUD) that its 2009/10 Action Plan is approved. Funds will be used as follows:

Personnel	
Program Assistant	\$ 9,387
Rent	\$ 7,200
TOTAL FOR GRANT	\$ 16,587

The term of this agreement will expire on June 30, 2010.

II. RECORDS AND REPORTS.

- A. In order to document the low and moderate-income benefit required in 24 CFR 570.200 (a)(2), CASA will maintain records that document all clients served by the Subrecipient with CDBG funds. In addition to records that document the number of clients served, CASA will also document each client's race, family size, annual household income and whether or not the family is female headed.
- B. CASA will prepare and submit to the CITY on a semi-annual basis, during the term of this agreement, a report describing CASA's progress in meeting the Statement of Work as stated in Article I. CASA will prepare and submit on a monthly basis a report of expenditures and invoice for reimbursement for each month of the contract term.

- C. **CASA** will maintain books, records and documents in accordance with accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by the **CITY** under this agreement.
- D. **CASA** will make all records/reports readily available for inspection by the **CITY**, U.S. Department of Housing and Urban Development, or any of their duly authorized representatives for the purpose of making audit, examination, excerpts and transcriptions.
- E. **CASA** will submit to the Board of Mayor and Aldermen a bi-annual report setting out how funds allocated by **CITY** to **CASA** assist in carrying out the **City's** Strategic Plan.

III. **PROGRAM INCOME.**

Program income derived from the project will be governed by the provisions of Program Income defined at 24 CFR 570.504. **CASA** will maintain a detailed listing of administrative costs for monitoring the program. Any other program income derived from the **CITY's** share of funds will revert back to the **CITY** upon cessation of the program.

IV. **UNIFORM ADMINISTRATIVE AND OTHER REQUIREMENTS.**

- A. **CASA**, in compliance with Title VI of the Civil Rights Act of 1964 and of the Housing and Community Development Act of 1974, agrees that no person will on the grounds of race, color, national origin, sex, or age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any activity funded in whole or in part with Community Development funds.
- B. **CASA** agrees that it will indemnify and hold the **CITY** harmless from and against any and all claims, damages, liabilities and expenses, including attorney fees and court costs arising out of or in connection with this agreement or due to the failure of **CASA** to comply with any and all statutes and regulations applicable under this agreement.
- C. **CASA** agrees to prohibit discrimination against an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794).

CASA will comply with the requirements and standards of OMB Circular No. A-87, "Principles for Determining Costs Applicable to Grants and Contracts with

State, Local and Federally recognized Indian Tribal Governments". OMB Circular A-128, "Audits of State and Local Governments" (24 CFR 44), and with the following sections of 24 CFR 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments":

1. Section 85.3, "Definitions";
2. Section 85.6, "Exceptions";
3. Section 85.12, "Special Grant or Subgrant Conditions for 'High-Risk' Grantees";
4. Section 85.20, "Standards for Financial Management Systems", except paragraph (a);
5. Section 85.21, "Payment", except as modified by 24 CFR 570.513;
6. Section 85.22, "Allowable Costs";
7. Section 85.26, "Non-Federal Audits";
8. Section 85.32, "Equipment", except in all cases in which the equipment is sold, the proceeds will be program income;
9. Section 85.33, "Supplies";
10. Section 85.34, "Copyrights";
11. Section 85.35, "Subawards to Debarred and Suspended Parties";
12. Section 85.36, "Procurement", except paragraph (a);
13. Section 85.37, "Subgrants";
14. Section 85.40, "Monitoring and Reporting Program Performance", except paragraphs (b) through (d) and paragraph (f);
15. Section 85.41, "Financial Reporting", except paragraphs (a), (b), and (e);
16. Section 85.42, "Retention and Access Requirements or Records";
17. Section 85.43, "Enforcement";
18. Section 85.44, "Termination for Convenience";
19. Section 85.51, "Later Disallowances and Adjustment"; and
20. Section 85.52, "Collection of Amounts Due".

V. REVERSION OF ASSETS.

This agreement will be governed by the reversion of assets clause as required by 24 CFR 570.503(b) (8).

VI. SUSPENSION AND TERMINATION.

If **CASA** fails to comply with the terms of this agreement the **CITY** may, on reasonable notice to **CASA**, suspend the grant and withhold further payments pending corrective action by **CASA** and/or a decision to terminate in accordance with the following:

- A. This agreement may be terminated by the **CITY** in accordance with this clause, in whole or from time to time in part, whenever **CASA** defaults in the performance of activities specified in this agreement and fails to cure such defaults within a period of fifteen (15) days or such longer period as the **CITY** and **CASA** will mutually agree provided that the **CITY** will serve notice of default in writing upon **CASA**.

- B. The **CITY** or **CASA** may terminate the grant in whole or in part when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds (termination for convenience). The parties will agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated.

VII. METHOD OF PAYMENT.

Payment to **CASA** of **CITY/CDBG** funds will be on a reimbursement schedule. **CASA** will submit at least quarterly an invoice and documentation detailing expenses of the program to be reimbursed by the **CITY**.

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set out their signatures.

CITY OF KINGSPORT

Dennis R. Phillips, Mayor

Date

ATTEST:

Elizabeth Gilbert, City Clerk

Date

CASA OF SULLIVAN COUNTY

Connie Steere, Director

Date

APPROVED AS TO FORM:

Michael Billingsley, City Attorney

Date

AGREEMENT
BETWEEN
THE CITY OF KINGSPORT, TENNESSEE
AND
THE GREATER KINGSPORT ALLIANCE FOR DEVELOPMENT

THIS AGREEMENT, made and entered into this 1st day of July 2009, by, between the City of Kingsport, Tennessee, a municipal corporation (hereinafter referred to as “the **City**”, and **THE GREATER KINGSPORT ALLIANCE FOR DEVELOPMENT** (hereinafter referred to as “**GKAD**”).

WITNESSETH

WHEREAS, the **City** is eligible to apply to the State of Tennessee under the Emergency Shelter Grant Program (ESGP) for a grant of \$ 33,715, which funds may be distributed by the City, in whole or part, to eligible non-profit recipients for emergency shelter grant activities;

WHEREAS, **GKAD** is a private sector, non-profit organization dedicated to providing quality services to homeless individuals;

WHEREAS, **GKAD** is an eligible recipient for ESGP funds; and

WHEREAS, the **City** desires to apply for ESGP funds to be administered by the **City** for the benefit of **GKAD**.

NOW, THEREFORE, for and in consideration of the mutual promises and the benefits to be derived therefrom, the **City** and **GKAD** agree as follows:

1. The **City** will apply to the State of Tennessee for funds under the Emergency Shelter Grant Program for the benefits of **GKAD**.
2. In the event such grant funds are received by the **City**, it will administer the same on behalf of **GKAD**, with such funds to be disbursed according to guidelines required by the Tennessee Housing Development Agency (funding source).

3. Grant funds will be administered in accordance with the requirements of the Final Rule of the United States Department of Housing and Urban Development as set forth in Part 576 of Title 24 of the Code of Federal regulations, and in accordance with all other applicable laws and regulations (including those of the Tennessee Housing Development Agency).
4. **GKAD** acknowledges and agrees that such grant funds cannot be used for religious activities.
5. **GKAD** will identify to the **City** the matching amounts or expenditures or in-kind support received from non-ESGP sources.
6. **GKAD** will submit to the **City** invoices requesting reimbursement on a monthly basis.
7. **GKAD** will administer, in good faith, a policy designed to ensure that each assisted homeless facility is free from the illegal use, possession or distribution of drugs or alcohol by its beneficiaries.
8. **GKAD** will provide ongoing assistance to homeless persons in obtaining appropriate supportive service, including permanent housing, medical and mental health treatment, counseling, supervision, and other services essential for achieving independent living.
9. **GKAD** will submit to the Board of Mayor and Aldermen a bi-annual report setting out how funds allocated by **City** to **GKAD** assist in carrying out the **City's** Strategic Plan, in particular Key Success Factor #5: Superior Quality of Life.
10. Reimbursement from grant funds for eligible activities will cover the period from July 1, 2009, through June 30, 2010.
11. Subcontracting – **GKAD** shall not assign this grant contract or enter into a subcontract for any of the services performed under this grant contract without obtaining the prior written approval of the **City** and the State of Tennessee. If such subcontracts are approved by the **City** and State of Tennessee, they shall contain, at a minimum, sections of this grant contract pertaining to Conflicts of Interest, Lobbying, Nondiscrimination, Public Accountability, and Public Notice (Sections 12, 13, 14, 15 and 16). Notwithstanding any use of approved subcontractors, **GKAD** shall be the prime contractor and shall be responsible for all work performed.
12. Conflicts of Interest – **GKAD** warrants that no part of the total grant amount shall be paid directly or indirectly to an employee or official of the **City** or State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent,

employee, subcontractor, or consultant to **GKAD** in connection with any work contemplated or performed relative to this grant contract.

13. Lobbying – **GKAD** certifies, to best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of **GKAD**, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, **GKAD** shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- c. **GKAD** shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

14. Nondiscrimination – **GKAD** hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this grant contract or in the employment practices of **GKAD** on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. **GKAD** shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

15. Public Accountability – If this grant contract involves the provision of services to citizens by **GKAD** on behalf of the City or State of Tennessee, **GKAD** agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and Salvation Army agrees to display a sign stating:

“NOTICE: **GKAD** is a recipient of taxpayer funding. If you observe and employee engaging in any activity which you consider to be illegal or improper, please call the State Comptroller’s toll free hotline: 1-800-232-5454.”

Said sign shall be displayed in a prominent place, located near the passageway(s) through which the public enters in order to receive grant supported services.

16. Public Notice – All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by **GKAD** shall include the statement, “This project is funded under an agreement with the **City of Kingsport** and State of Tennessee.” Any such notices by **GKAD** shall be approved by the **City** and State.
17. By executing this agreement, each party represents its respective governing body had duly approved the terms of this agreement and has authorized its execution by the officer signing below.

IN WITNESS WHEREOF, the parties have affixed their respective signatures by their authorized officers as of the day and year first above written.

CITY OF KINGSPORT, TENNESSEE

Dennis R. Phillips, Mayor

ATTEST:

Elizabeth Gilbert, City Clerk

Greater Kingsport Alliance for Development

Terry Cunningham, Executive Director

APPROVED AS TO FORM:

J. Michael Billingsley, City Attorney



AGENDA ACTION FORM

Consideration of a Resolution Awarding the Bid for the Purchase of One (1) Truck Mounted Multipurpose Excavator to CMI Equipment Sales, Inc.

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

Action Form No.: AF-171-2009
 Work Session: June 1, 2009
 First Reading: June 2, 2009

Final Adoption: June 2, 2009
 Staff Work By: Committee
 Presentation By: R. McReynolds

Recommendation: Approve the resolution.

Executive Summary: Bids were opened on May 14, 2009 for the purchase of one (1) truck mounted multipurpose excavator for use by the Public Works Department. It is the recommendation of the Committee to accept the apparent low bid from CMI Equipment Sales, Inc. as follows:

	\$293,850.00 – Unit Cost
	Included - Option B (Air Conditioning)
Less	<u>\$ 5,000.00</u> – Trade-In Allowance Equipment #406
	\$288,850.00 – Total Purchase Cost

The bid from CMI Equipment Sales, Inc. for a Gradall 4100 III is the lowest, responsible, compliant bid meeting specifications for the particular grade or class of material, work or service desired in the best interest and advantage to the City.

Funding is identified in Account Number 511-5008-501-9010.

Attachments:

1. Resolution
2. Bid Opening Minutes
3. Recommendation Memo
4. Additional Information

Funding source appropriate and funds are available: _____

	Y	N	O
Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Shull	—	—	—
Shupe	—	—	—
Phillips	—	—	—

RESOLUTION NO. _____

A RESOLUTION AWARDDING THE BID FOR PURCHASE OF ONE
(1) TRUCK MOUNTED MULTIPURPOSE EXCAVATOR TO CMI
EQUIPMENT SALES, INC.

WHEREAS, bids were opened May 14, 2009 for the purchase of one (1) truck mounted multipurpose excavator and trade-in allowance for city owned equipment #406; and

WHEREAS, upon review of the bids, the board finds CMI Equipment Sales, Inc. is the lowest responsible compliant bidder in the best interest and advantage to the city, and the City of Kingsport desires to purchase one (1) truck mounted multipurpose excavator from CMI Equipment Sales, Inc. as follows:

\$293,850.00 – Unit Cost
Included - Option B (Air Conditioning)
Less \$ 5,000.00 – Trade-in Allowance #406
\$288,850.00 – Total Purchase Cost; and

WHEREAS, funding is identified in account number 511-5008-501-9010.

Now therefore,

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

SECTION I. That the bid for purchase of one (1) truck mounted multipurpose excavator and trade-in allowance for city owned equipment #406 is awarded to CMI Equipment Sales, Inc. as follows and the City Manager is authorized to execute a purchase order for same:

\$293,850.00 – Unit Cost
Included - Option B (Air Conditioning)
Less \$ 5,000.00 – Trade-in Allowance #406
\$288,850.00 – Total Purchase Cost.

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

ADOPTED this the 2nd day of June, 2009.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES
 BID OPENING
 May 14, 2009
 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:

TRUCK MOUNTED MULTIPURPOSE EXCAVATOR						
Vendor:	Quantity:	Unit Cost:	Option B:	Trade-In:	Delivery Time:	Model/Type:
D and W Environmental, Inc.	1	No Bid	N/A	N/A	N/A	N/A
Municipal Equipment, Inc.	1	No Bid	N/A	N/A	N/A	N/A
Power Equipment	1	No Bid	N/A	N/A	N/A	N/A
Lodal South, Inc.	1	No Bid	N/A	N/A	N/A	N/A
A.E. Finley & Associates	1	No Bid	N/A	N/A	N/A	N/A
CMI Equipment Sales, Inc.	1	\$293,850.00	Included	\$5,000.00	30 Days	Gradall 4100 III
Nortrax, Inc.	1	\$318,836.00	\$1,965.00	\$3,500.00	60-90 Days	Koehring 4475
Contractor's Machinery Tri-Cities	1	No Bid	N/A	N/A	N/A	N/A

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



FLEET MAINTENANCE DIVISION
City of Kingsport, Tennessee

Memo

To: Brent Morelock, Assistant Procurement Manager
From: Steve Hightower, Fleet Manager
Date: May 20, 2009
Re: Excavator Purchase Recommendation

This will confirm my review and recommendation to purchase the low compliant bids of the following vendor. I have met with Greg Willis and he is in agreement with this recommendation. Recommend trade in offer be accepted.

Table with 5 columns: Item, Quantity, Description, Award to Vendor, Fuel Economy. Row 1: 1, 1, Excavator, CMI Equipment, 0 City/ 0 Hwy.

Low Compliant Bidder

No fuel economy improvements are noted since this is construction equipment.

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

Thank you.



The Gradall 4100 III is a versatile wheeled excavator that serves as a general excavating machine. It is capable of traveling at highway speeds. The extendable boom (29'6" maximum extension) allows for work to be performed at a greater distance from the cab. The bucket will rotate 360 degrees which will allow for greater maneuverability. Both these features (extension and rotation) allow for the better shaping of slopes and ditches. The model we are getting will have an opposable "thumb" which will allow for the machine to be used to help pick up brush and other similar material also.

The Gradall will be a replacement for another wheeled excavator (Koehring, vehicle #406) that has been in service for over 20 years.



AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Mayor to Execute a Protected Health Information Certification and all Other Documents Necessary and Proper to Implement the CareSpark Program for the City

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

Action Form No.: AF: 179-2009
Work Session: June 1, 2009
First Reading: June 2, 2009

Final Adoption: June 2, 2009
Staff Work By: Billingsley/Evans
Presentation By: Billingsley

Recommendation: Approve the resolution.

Executive Summary:

Due to the amendment to the contract with United Healthcare of the River Valley to provide a Regional Health Information Organization service to all persons covered under the city's health insurance program (Resolution 2009-221), a new Protected Health Information Certification must be executed. This certificate will confirm CareSpark as an authorized representative so that they may receive the protected health information necessary to implement the program.

Attachments:

- 1. Resolution
- 2. Protected Health Information Certification

Funding source appropriate and funds are available: _____

	Y	N	O
Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Shull	—	—	—
Shupe	—	—	—
Phillips	—	—	—

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A PROTECTED HEALTH INFORMATION CERTIFICATION AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO IMPLEMENT THE CARESPARK PROGRAM FOR THE CITY

WHEREAS, an amendment to the city's contract with United Healthcare of the River Valley to provide a Regional Health Information Organization (RHIO) service through CareSpark to all persons covered under the city's health insurance program was approved by Resolution No. 2009-221; and

WHEREAS, a Protected Health Information Certification must be executed to confirm CareSpark as an authorized representative to receive protected health information necessary to implement the program.

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 Protected Health Information Certification and all other documents necessary and proper to implement the CareSpark program for the city.

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

ADOPTED this the 2nd day of June, 2009.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

PROTECTED HEALTH INFORMATION CERTIFICATION

I hereby certify that I am an appropriately authorized representative of the plan sponsor and have the authority to execute this certification. I further certify that the plan sponsor has in place appropriate plan documents necessary to demonstrate compliance with applicable privacy requirements. I certify that the plan documents meet the requirements described below:

(initial each box below)

- A. Plan documents describe employees or classes of employees or other persons under the control of the plan sponsor to be given access to the protected health information to be disclosed, provided that any employee or person who receives protected health information relating to payment under, health care operations of, or other matters pertaining to the group health plan in the ordinary course of business must be included in such description;
- B. Restrict the access to and use by such employees and other persons described in the paragraph A above to the plan administration functions that the plan sponsor performs for the group health plan;
- C. Provide an effective mechanism for resolving any issues of noncompliance by persons described in paragraph A above with the plan document provisions required by law; and
- D. The plan documents comply with the requirements of 45 C.F.R. Section 164.504(f)(2) and that the plan sponsor will safeguard and limit the use and disclosure of protected health information that the plan sponsor may receive from UnitedHealthcare/PacifiCare (hereafter referred to as the Company) to perform the plan administration functions.

Specifically, the plan sponsor will:

1. Not use or further disclose the information other than as permitted or required by the plan documents or as required by law;
2. Ensure that any agents, including a subcontractor, to whom it provides protected health information received from the Company agree to the same restrictions and conditions that apply to the plan sponsor with respect to such information;
3. Not use or disclose the information for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the plan sponsor;
4. Report to the Company any use or disclosure of the information that is inconsistent with the uses or disclosures provided for of which it becomes aware;
5. Make available protected health information in accordance with 45 CFR §164.524;
6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.526;
7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR §164.528;
8. Make its internal practices, books and records relating to the use and disclosure of protected health information received from the Company available in response to an inquiry from the Company or an appropriate regulatory entity for purposes of determining compliance with federal privacy requirements;

9. If feasible, return or destroy all protected health information received from the Company that the plan sponsor still maintains in any form and retain no copies of such information when no longer needed for the purpose of which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

Authorized Representative:

Name: _____
Employer Group

Title: _____

Signature: _____

Date: _____

Insurance coverage provided by or through United HealthCare Insurance Company or its affiliates. Administrative services provided by United HealthCare Insurance Company, United HealthCare Services, Inc. or their affiliates. Health Plan coverage provided by or through United HealthCare of Texas, Inc. PacifiCare products and services are offered by PacifiCare of Oklahoma, Inc., PacifiCare of Texas, Inc., PacifiCare Health Plan Administrators, Inc., RxSolutions, Inc., SeniorCo, Inc., and PacifiCare Behavioral Health, Inc. Indemnity insurance products underwritten by PacifiCare Life Assurance Company and UnitedHealthcare Insurance Company. PacifiCare is a federally registered trademark of PacifiCare Life and Health Insurance Company.



AGENDA ACTION FORM

Consideration of a Resolution Adopting Wage and Salary, Employee Training and Development, Employee Occupational Safety and Health, and General Provisions Policies for City Employees

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

Action Form No.: AF-159 -2009
 Work Session: June 1, 2009
 First Reading: June 2, 2009
 Final Adoption: June 2, 2009
 Staff Work By: Billingsley, Duncan
 Presentation By: Billingsley

Recommendation: Approve the resolution.

Executive Summary:

Wage and Salary, Employee Training and Development, Employee Occupational Safety and Health, and General Provisions policies are attached.

The Compensation Policy has been rewritten to reflect current practice and ongoing FLSA compliance and has been entitled "Wage and Salary".

The Employee Development and Evaluation Policy has been rewritten to reflect current practice with updates to employee education/tuition reimbursement criteria and has been entitled "Employee Training and Development".

The Employee Safety Policy has been updated to reflect the occupational safety and health program established for the city by Resolution No. 2004-012 and has been entitled "Employee Occupational Safety and Health".

The General Provisions Policy has been updated to include additional definitions in conjunction with the updated policies as a whole and to set out the scope of personnel record management to include corrective action records.

The Wage and Salary Policy, Employee Training and Development Policy, Employee Occupational Safety and Health, and General Provisions Policy have been reviewed by the Leadership Team and are recommended.

Attachments:

- Resolution

Funding source appropriate and funds are available: _____

	<u>Y</u>	<u>N</u>	<u>O</u>
Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Shull	—	—	—
Shupe	—	—	—
Phillips	—	—	—

RESOLUTION NO. _____

A RESOLUTION ADOPTING A WAGE AND SALARY POLICY, AN EMPLOYEE TRAINING AND DEVELOPMENT POLICY, AN EMPLOYEE OCCUPATIONAL SAFETY AND HEALTH POLICY AND A GENERAL PROVISIONS POLICY FOR CITY EMPLOYEES AND INCORPORATING POLICIES INTO A POLICIES AND PROCEDURES MANUAL FOR THE CITY OF KINGSPORT

WHEREAS, the city desires to adopt a Wage and Salary Policy, an Employee Training and Development Policy, an Employee Occupational Safety and Health Policy, and a General Provisions Policy to establish standards that are understandable, reflect current practice, are beneficial to the city and its employees.

Now, therefore,

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

SECTION I. That the following policy is adopted as the official Wage and Salary Policy for the City of Kingsport:

Policy

In accordance with the Fair Labor Standards Act (FLSA), no employee shall be paid less than the federal minimum wage unless they are expressly exempt from the minimum wage requirement by FLSA regulations.

Generally, the hiring rate of pay is the minimum rate in the salary range (grade) for the assigned job classification. The Human Resources Manager, or designee, with the approval of the City Manager, or designee, may grant exceptions to the hiring rate when unusual circumstances warrant a higher rate of pay in the salary range (grade). For example, the inability to fill the position at the minimum rate in the salary range or exceptional qualifications of an applicant may justify exceeding the minimum rate.

Promotion Pay

Employees who are promoted and moved up at least three (3) salary ranges (grades) shall either receive a minimum increase of five percent (5%) rounded up to the next step in the salary range (grade) or advance to the minimum step of the salary range (grade) for the new position, whichever is higher.

Temporary Work In A Higher Classification

An employee assigned temporary work in a job with a higher salary range (grade) shall receive either the equivalent step in the temporary salary range (grade) or a five percent (5%) increase in their current base rate, whichever is less, provided the assignment is longer than two (2) consecutive weeks. The department head, or designee, must submit a status change to the Human Resources Manager, or designee.

Overtime Pay and Compensatory Time

Overtime work must be authorized in advance by the employee's supervisor or department head, or designee, or the City Manager, or designee. A nonexempt employee shall not work overtime unless so authorized.

Except for nonexempt uniformed fire personnel and nonexempt police officers, overtime is paid, or compensatory time is awarded, for any time worked by a nonexempt employee in excess of forty (40) hours during seven consecutive 24 hour periods designated by the city. Nonexempt uniformed fire personnel are paid overtime, or compensatory time is awarded, for any time worked in excess of 204 hours during twenty-seven (27) consecutive 24 hour work periods designated by the city. Nonexempt police officers are paid overtime, or compensatory time is awarded, for any time worked in excess of 80 hours during fourteen (14) consecutive 24 hour work periods designated by the city.

- Overtime Pay – Overtime hours are paid at time and one-half (1½) the employee's regular hourly rate. Only hours actually worked shall be considered in the computation of overtime, except time off for holidays will be considered as time worked; vacation and sick leave will not. Overtime hours shall be computed to the nearest one-quarter (1/4) hour.
- Compensatory Time -- Compensatory time may be awarded to nonexempt employees in lieu of overtime payments for overtime hours provided that compensatory time is agreed to annually by the employee,

appropriately recorded by the department head, and awarded at time and one-half (1½) for each hour of overtime worked. In no case shall nonexempt employees in the fire and police departments accrue more than one hundred twenty (120) hours of compensatory time. All other nonexempt employees can accrue no more than eighty (80) hours of compensatory time. A department head may limit compensatory time to an amount less than hereinabove provided or may eliminate it altogether. The city reserves the right to cash out accrued compensatory time consistent with FLSA regulations. At the time of separation from employment, an employee must be paid for unused compensatory time consistent with FLSA regulations. When an employee is moved from nonexempt to exempt status the city shall pay the employee for unused compensatory time consistent with FLSA regulations.

- **On-Call Time –** Nonexempt employees who are designated as “on-call” employees shall not receive pay for being on-call except as required by FLSA. Generally, if an employee is not required to remain on city premises the time spent waiting while on-call is not considered working time.
- **Police and Fire Court Time -** When a nonexempt police officer or nonexempt fire investigator, not on duty, is required to appear in a court or at a hearing to testify to facts which arise within the scope of employment with the city, the employee shall be compensated, at time and one-half (1½) their regular rate of pay or receive equivalent compensatory time for each hour the employee is required to be present in such court or hearing. The minimum time for compensation shall be one (1) hour and in increments of fifteen (15) minutes thereafter. This provision shall not apply if the police officer or fire investigator is a party to such action, or to hearings conducted pursuant to Article VI, Section 2 of the Charter of the City of Kingsport.
- **Emergency Call Out -** When a nonexempt employee has left the work premises and is called to work without prior notice (for example, not on

call) due to an emergency, the employee shall be compensated at time and one-half (1½) their regular rate of pay for all hours worked for each emergency call out. If the time worked on an emergency call out is less than two (2) hours the employee shall be paid for a minimum of two (2) hours.

Pay Procedures

- **Pay Increases** – All employees shall be considered for a pay increase once a year, subject to Article X, Section 10 of the Charter of the City of Kingsport. Pay increases may be awarded upon recommendation of the department head, or designee, approval by the City Manager, or designee, and approval by the board of mayor and aldermen in the city's annual budget ordinance.

To recognize outstanding service by a regular, full-time employee over a sustained period of time, an additional increase for performance may be granted. Increase requests must be made in writing by the department head outlining the factors which relate to the quality and quantity of work performed and to the demonstrated willingness of the employee to do more than is normally expected. Increase requests must be submitted to the Human Resources Manager, or designee, for review and recommendation to the City Manager, or designee.

- **Demotion/Transfer Pay** – Employees, voluntarily or involuntarily, demoted or transferred to a position in a lower salary range (grade) shall be compensated at a rate in the lower salary range (grade) as determined by the Human Resources Manager, or designee, and approved by the City Manager, or designee. Except for a demotion or transfer due to corrective action, the City Manager, or designee, shall have the discretion to maintain a demoted or transferred employee's pay at the rate of pay prior to the demotion or transfer. If the employee retains the rate of pay they had prior to the demotion or transfer, the employee will not be eligible for step increases if their rate of pay is higher than the salary range (grade)

of the position to which the employee is demoted or transferred, but they could receive overall pay plan adjustments approved by the board of mayor and aldermen.

- **Supplemental Pay** – In certain departments, significant supplemental job skills required by the city shall be accorded supplemental pay as requested by the department head, recommended by the City Manager, or designee, and approved by the board of mayor and aldermen. The supplemental pay is temporary and only for the duration that the employee functions in the special assignment and maintains applicable certification.
- **Holiday Pay** – Except for certain employees listed in the next paragraph, nonexempt employees whose work schedule includes a holiday recognized by the city, and who works the holiday, will be paid at the regular hourly rate for each hour worked on the holiday, and will be provided another day off in lieu of the holiday.

Certain public works nonexempt employees who work collecting garbage, trash, recycling, and landfill, and who work a holiday for operating efficiency as determined by the public works department head, or designee, shall receive regular holiday pay and regular pay for the hours worked on such holiday. They will not be provided another day off in lieu of the holiday.

Any nonexempt employee scheduled to be off on a holiday but who for emergency reasons is required to work will be compensated at the rate of time and one-half (1 ½) for each holiday hour worked, in addition to the holiday pay.

Nonexempt employees who are off on recognized holidays will be paid their regular rate of pay (straight time).

- **Severance Pay** - The city does not normally provide severance pay;

however, when circumstances warrant and it is in the best interest of the city, the City Manager, or designee, may, subject to Article X, Section 10 of the Charter of the City of Kingsport, authorize severance pay up to a maximum of twelve (12) weeks.

- **Pay During Inclement Weather or Other Emergency Conditions**

No Closure or Delayed Opening – When inclement weather or other emergency conditions (e.g., power outage, flooding, etc.) does not warrant a closure or delayed opening of city facilities, but individual employees decide not to report to work due to their own safety concerns, transportation problems, dependent care issues, and such the following conditions apply:

- Employees must notify their supervisors as soon as possible of their decision not to report to work.
- Time loss incurred by a nonexempt employee due to inclement weather or other emergency conditions may be charged against vacation, compensatory time, or time off without pay. Sick leave cannot be used to cover time loss incurred by the employee due to inclement weather or other emergency conditions.
- At his or her supervisor's discretion, a nonexempt employee may make up lost time through an adjusted work schedule during the remainder of the work period in which the decision not to report to work due to inclement weather or other emergency conditions occurs.

Facility Closures or Delayed Openings - In the event the City Manager, or designee, declares that city facilities are closed or facility openings are delayed, due to inclement weather or other emergency conditions (e.g., power outage, flooding, etc.) the following pay conditions shall apply:

- Those employees who have been designated by the City Manager, or designee, as essential personnel shall report to their work sites according to the work schedules established for them.
- The purpose of closing city facilities or delaying their opening is to allow essential personnel to perform their tasks without the unnecessary interruption of traffic and resulting risk to public safety. Therefore, nonexempt employees who have not been designated as essential personnel shall not report to work, whether or not they are able to do so, as long as city facilities are designated as closed. Their time loss may be covered by vacation, compensatory time, or time off without pay. Sick leave cannot be used to cover time loss due to closure of city facilities. At his or her supervisor's discretion, a nonexempt employee may make up lost time through an adjusted work schedule during the remainder of the work period in which the decision to close city facilities occurs.
- In the event of a delayed opening of a city facility, nonessential, nonexempt employees shall be paid from the time of the official opening, or from the time they arrive at work, whichever is later. The time loss incurred for the delayed opening may be charged against vacation, compensatory time, time off without pay, or with their supervisor's approval may be made up by an adjusted work schedule during the remainder of the work period in which the delayed opening occurs.
- When inclement weather or other emergency conditions require the early closure of a city facility, supervisors shall determine whether employees can be redeployed to other city facilities to complete their workday. If employees must be sent home early, they shall receive their regular wages for the portion of the workday completed. The remainder of the workday may be charged against vacation or compensatory time, time off without

pay, or with their supervisor's approval may be made up by an adjusted work schedule during the remainder of the work period in which the early closure occurs.

- Test / Interview Pay – If an employee needs time away from their current duty to test or interview for promotional opportunities with the city, such time shall be granted unless there are justifiable reasons as determined by the department head, or designee, and the Human Resources Manager, or designee, not to permit such. Nonexempt employees shall be paid for such time provided it occurs in their regularly scheduled workday, and it does not make such employee eligible for overtime compensation.

Other Provisions

Nothing in this policy should be construed to conflict with or supersede state or federal law, or as interfering with the constitutional rights of employees.

While the city is committed to the principles embodied in this policy, the policy itself is not intended to state contractual terms and does not constitute a contract between the city and its employees. This policy supersedes all policies that conflict with the terms of this policy. Furthermore, this statement constitutes ONLY the policy of the city. A finding of a violation of this policy does not mean that the conduct violates state and/or federal laws.

SECTION II. That the following policy is adopted as the official Employee Training and Development Policy for the City of Kingsport:

Policy

The City Manager, or designee, may designate one or more individuals as the city's Training Officer/s to promote employee training and career development.

Employees are encouraged to take advantage of job-related training opportunities to improve their job skills. Department heads may authorize or require employee attendance at conferences, seminars, workshops, or other functions of a similar nature that are intended to improve or upgrade the

employee's job skills.

Tuition Reimbursement

Tuition reimbursement may be granted to regular, full-time, active, non-probationary employees for courses that are work-related, that maintain or improve the skills required by employees in their employment, that may be necessary for the anticipated needs of the city, or that may make employees more valuable to the city. Courses, including on-line and video courses, must be taken at or through an accredited college, university, approved trade school, or approved technical school. When questions arise concerning whether or not a course qualifies under the program, they shall be decided by the Human Resources Manager, or designee.

Once an employee completes one (1) year of full-time service with the city, they are eligible for this benefit. Before enrolling in a course, an employee must submit through the department head, or designee, to the Human Resources Manager, or designee, an application for tuition reimbursement. Application forms are available from the Human Resources Manager, or designee. Final approval shall be determined by the Human Resources Manager, or designee.

Tuition reimbursement is available as follows:

- Undergraduate Courses up to \$600 per employee per semester
- Graduate Courses up to \$700 per employee per semester

City tuition reimbursement will be provided only after applying other financial aid/assistance an employee receives from other sources (e.g. scholarships/grants), and then only if there are eligible expenses remaining unpaid.

Eligible tuition reimbursable expenses include tuition, laboratory and technical fees, and required textbooks. Reimbursement is limited to those eligible expenses actually incurred and paid for by the employee. Incidental fees, such as parking permits, supplies, and recreational/activity fees are not eligible

reimbursable expenses.

Tuition reimbursement shall be made upon successful completion of the course (a grade of "C" or better or a "pass" for a pass/fail course for undergraduate courses and a grade of "B" or better or a "pass" for pass/fail courses for graduate courses). In order to receive payment, the employee must provide a copy of the official grade report and all relevant receipts. To obtain reimbursement the employee must be employed by the city at the time reimbursement is paid.

Other Specialized Courses

Specialized training or courses which may be unique to a respective department may be funded through departmental budgets and shall not be considered under the education/tuition reimbursement policies.

Other Provisions

Nothing in this policy should be construed to conflict with or supersede state or federal law, or as interfering with the constitutional rights of employees.

While the city is committed to the principles embodied in this policy, the policy itself is not intended to state contractual terms and does not constitute a contract between the city and its employees. This policy supersedes all policies that conflict with the terms of this policy. Furthermore, this statement constitutes ONLY the policy of the city. A finding of a violation of this policy does not mean that the conduct violates state and/or federal laws.

SECTION III. That the following policy is adopted as the official Employee Occupational Safety and Health Policy for the City of Kingsport and, upon the publishing of the policy, Resolution No. 2004-012 which established an occupational safety and health program for the City of Kingsport will be inserted as an appendix and incorporated therein:

Policy

An occupational safety and health program has been established for the city by Resolution No. 2004-012 set out as an appendix at the end of this section and is incorporated herein. All employees are required to comply with the provisions of

the resolution.

Department Head Responsibilities

In addition to the responsibilities in the Occupational Safety and Health Program Plan enacted by Resolution No. 2004-012 department heads are responsible for:

- Providing leadership that supports attainment of the city's safety and health objectives.
- Making employees accountable for their adherence to all state, federal, and local laws, rules, regulations, and procedures pertaining to safety, liability, workers' compensation, and vehicle operations.
- Ensuring that procedures are in place so that all accidents and injuries are promptly and accurately reported to the Risk Manager, or designee.
- Ensuring that employees participate in educational and training experiences necessary to carry out their assigned duties in a safe manner.
- Consulting with the Risk Manager, or designee, when in doubt as to the applicability or practicality of a safety procedure.

Employee Responsibility

In addition to the responsibilities set out in the Occupational Safety and Health Program Plan set out in Resolution No. 2004-012, employees are responsible for:

- Performing their duties in a safe manner and encouraging other employees to do likewise.
- Wearing and/or using personal protective equipment when required.
- Properly using tools and equipment provided.

- Adhering to all state, federal, and local laws, rules, regulations, and procedures pertaining to safety, liability, workers' compensation, and vehicle operations.
- Promptly reporting accidents, injuries, occupational illness, safety and health-related conditions to their supervisors or the Risk Manager, or designee.
- Participating in appropriate occupational safety and health education and training.

Violation

Violation of this policy may result in corrective action up to and including termination.

Other Provisions

Nothing in this policy should be construed to conflict with or supersede state or federal law, or as interfering with the constitutional rights of employees.

While the city is committed to the principles embodied in this policy, the policy itself is not intended to state contractual terms and does not constitute a contract between the city and its employees. This policy supersedes all policies that conflict with the terms of this policy. Furthermore, this statement constitutes ONLY the policy of the city. A finding of a violation of this policy does not mean that the conduct violates state and/or federal laws.

Appendix

SECTION IV. That the following policy is adopted as the official General Provisions Policy for the City of Kingsport:

Applicability

The policies set forth in this manual are applicable to all employees of the city under the governance of the board of mayor and aldermen. Generally, these policies are not applicable to city school employees under the governance of the board of education. However, some policies by their terms may include other

individuals. Department heads may formulate written work rules, consistent with these policies, necessary for the efficient and effective personnel administration of their department.

Definitions – These definitions are applicable to all policies contained in the Kingsport Policies and Procedures unless otherwise defined.

- City - the municipal corporation of Kingsport, Tennessee, but does not include employees under the board of education unless otherwise specifically noted.
- Confidential Employee - an employee who in the course and scope of his or her duties has access to information in an official capacity which has not been made public and is intended to be held in confidence or kept secret.
- Department Head – the individual designated as the head of a department listed in the city charter or city code.
- Essential Personnel – employees who are required to work during emergencies, inclement weather, and such in order to provide essential services to the public involving health, welfare, and public safety. The City Manager, or designee, is responsible for designation of essential personnel, although some essential personnel may be designated in the city's Emergency Preparedness Plan.
- Full-time Employee - a person employed by the city on a regular, continuous basis for thirty (30) hours or more per seven (7) day work period/work week and whose position is authorized by the board of mayor and aldermen. A full-time employee is entitled to the city's standard benefits package.
- Intern - a person, 18 years of age or older, who is receiving instruction in an accredited school, vocational program, college, or university who generally works a part-time schedule on a temporary basis of no longer

than six (6) months in any twelve (12) month period. Interns are not eligible for city benefits other than those required by law.

- Limited Service Employee - a retiree, as defined herein, who is re-employed by the city for a specific purpose for no more than 120 days (960 hours) during a twelve (12) month period. Limited Service Employees are not eligible for city benefits other than those required by law.
- Part-time Employee - a person employed by the city who is scheduled to work generally less than thirty (30) hours per seven (7) day work period/work week. Part-time employees are not eligible for city benefits other than those required by law.
- Regular Employee - a board-approved, full or part-time employee who is not a temporary employee and who has successfully completed the initial six month probationary period.
- Retiree - An individual who immediately upon separation from employment with the City of Kingsport retires pursuant to the Tennessee Consolidated Retirement System (TCRS) and receives a monthly benefit from TCRS. A retiree does not include a former employee who does not receive retirement benefits from TCRS at separation from employment with the city, even though such person is vested in the TCRS benefits, and may receive such benefits at a later time.
- Temporary or Seasonal Employee - a person employed by the city for a limited period of time and/or hours. Temporary employees, even if working thirty (30) or more hours per seven (7) day work period/work week, are not eligible for city benefits other than those required by law.

Personnel Record Management

The maintenance of all personnel records is the responsibility of the Human Resources Manager, or designee, although the City Recorder, or designee, is

the custodian of such records. The Human Resources Manager shall determine what material shall be contained in the personnel file. All personnel records are the property of the city and are available for inspection pursuant to the Tennessee Open Records Act. Employees may review their own personnel files with a member of the Human Resources staff but may not remove files or information contained in files.

Public Requests For Access To Employee Personnel Records

All requests made by the public for access to information contained in an employee's personnel file shall be submitted to the City Recorder, or designee.

The City Recorder, or designee, shall make arrangements to have the requested personnel file made available in a manner consistent with state law.

Generally, an employee shall be notified of a public request to view their personnel file.

Corrective Action Records

All documentation of oral or written corrective action regarding an employee, required to be sent to the Human Resources Department, shall be contained in corrective action files in the Human Resources Department. Five (5) years or more after the date of a corrective action, the employee may submit a written request that the corrective action be reconciled meaning that it will not be considered or interfere with the employee's job advancement or be used in future corrective action matters. The employee is eligible for reconciliation only if the employee has been free of any corrective action for at least the previous five (5) years. The request shall be submitted to the Human Resources Manager, or designee. The Human Resources Manager, or designee, shall review the request considering the following factors:

- Violations or offenses not reconciled, whether or not similar to previous violations or offenses;

- The nature, extent, and relative seriousness of the infraction that caused the corrective action;
- The recommendation of the department head; and
- Other factors deemed material.

If the request is approved, the department head shall write a memorandum stating that the corrective action has been reconciled and is not to be considered or interfere with the employee's job advancement or be used in future corrective action matters, and it shall be filed in the employee's corrective action file. If the request is denied it shall be documented in the corrective action file by a memorandum from the Human Resources Manager, or designee. The decision of the Human Resources Manager, or designee, shall be final. Whether the request is approved or not, the corrective action documentation addressed in the request shall remain in the corrective action file along with the memorandum.

Other Provisions

Nothing in this policy should be construed to conflict with or supersede state or federal law, or as interfering with the constitutional rights of employees.

While the city is committed to the principles embodied in this policy, the policy itself is not intended to state contractual terms and does not constitute a contract between the city and its employees. This policy supersedes all policies that conflict with the terms of this policy. Furthermore, this statement constitutes ONLY the policy of the city. A finding of a violation of this policy does not mean that the conduct violates state and/or federal laws.

SECTION V. That General Provisions; Section 6, Compensation; Section 10, Employee Development and Evaluation; and Section 13, Employee Safety, of the City of Kingsport Policies and Procedures Manual, revised September 1998, and all other existing policies and administrative regulations, except Resolution No. 2004-012, pertaining to the subject of the policies herein set out in Sections I,II, III, and IV of this resolution are repealed.

SECTION VI. That all policies contained in the City of Kingsport Policies and Procedures Manual, revised September 1998, not hereinbefore repealed are repealed, along with any administrative regulations, except Resolution No. 2004-012, pertaining to the subjects covered by

the approved Policies and Procedures Manual.

SECTION VII. That all policies, sections 1 through 29 listed below by resolution or ordinance number and including Ordinance No. 4739 (Electronic Mail Assess and Monitoring Policy) and the policies set out in Sections I,II, III, and IV of this resolution shall be incorporated into a Policies and Procedures Manual for the City of Kingsport and the official copy of the same shall be filed with the City Recorder:

Resolution No. 2007-204	Section 1
Resolution No. 2007-002	Section 2
Resolution No. 2008-051	Section 3
Resolution No. 2008-052	Section 4
Resolution No. 2008-096	Section 5, Section 6
Resolution No. 2008-141	Section 7
Resolution No. 2008-142	Section 8
Resolution No. 2008-143	Section 9
Resolution No. 2008-149	Section 10
Resolution No. 2008-213	Section 11, Section 12, Section 13, Section 14
Resolution No. 2009-050	Section 15, Section 16, Section 17
Resolution No. 2009-082	Section 18, Section 19, Section 20
Resolution No. 2009-125	Section 21, Section 22, Section 23
Resolution No. 2009-176	Section 24, Section 25, Section 26
Ordinance No. 5793	Section 27
Resolution No. 2009-195	Section 28, Section 29

SECTION VIII. That nothing herein shall be construed to conflict with or supersede any applicable state or federal law.

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

ADOPTED this the 2nd day of June, 2009.

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 Agreements with Various Agencies and Organizations for Services in Fiscal Year 2009-2010 Benefiting the General Welfare of Kingsport Residents

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

Action Form No.: AF-158 -2009
 Work Session: June 1, 2009
 First Reading: June 2, 2009

Final Adoption: June 2, 2009
 Staff Work By: Judy Smith
 Presentation By: John Campbell

Recommendation: Approve the resolution.

Executive Summary:

The City of Kingsport desires to enter into agreements with various agencies and organizations for services in fiscal year 2009-2010 benefiting the general welfare of Kingsport residents. The list of agencies and organizations is attached as supplemental information.

Attachments:

1. Supplemental Information
2. Resolution
3. Agreements

Funding source appropriate and funds are available: _____

	Y	N	O
Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Shull	—	—	—
Shupe	—	—	—
Phillips	—	—	—

Supplemental Information – AF-158-2009

The City of Kingsport desires to enter into agreements with the following agencies and organizations for services in fiscal year 2009-2010 benefiting the general welfare of City of Kingsport residents:

- Arts Council of Greater Kingsport
- Children's Advocacy Center of Sullivan County
- Downtown Kingsport Association for the Central Business District Economic Development Project
- Downtown Business Alliance of Kingsport
- First Tennessee Development District
- First Tennessee Human Resource Agency
- Holston Business Group
- Kingsport Art Guild
- Kingsport Ballet for the DANCE CO. Program
- Kingsport Housing and Redevelopment Authority for the Redevelopment Program and the Lincoln Street Property Program
- Kingsport Theatre Guild
- Kingsport Tomorrow for the Community Program
- NETWORKS - Sullivan Partnership
- Sullivan County Humane Society
- Symphony Of The Mountains

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS WITH VARIOUS AGENCIES AND ORGANIZATIONS FOR SERVICES IN FISCAL YEAR 2009-2010 BENEFITING THE GENERAL WELFARE OF KINGSPORT RESIDENTS

WHEREAS, the City of Kingsport desires to enter into agreements for services in fiscal year 2009-2010 benefiting the general welfare of city residents with the Arts Council of Greater Kingsport; Children's Advocacy Center of Sullivan County; Downtown Kingsport Association for the Central Business District Economic Development Project; Downtown Business Alliance of Kingsport; First Tennessee Development District; First Tennessee Human Resource Agency; Holston Business Group; Kingsport Art Guild; Kingsport Ballet for the DANCE CO. Program; Kingsport Housing and Redevelopment Authority for the Redevelopment Program and the Lincoln Street Property Program; Kingsport Theatre Guild; Kingsport Tomorrow, Inc. for the Community Program; NETWORKS – Sullivan Partnership; Sullivan County Humane Society; and Symphony Of The Mountains.

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, agreements for services in fiscal year 2009-2010 benefiting the general welfare of City of Kingsport residents with the Arts Council of Greater Kingsport; Children's Advocacy Center of Sullivan County; Downtown Kingsport Association for the Central Business District Economic Development Project; Downtown Business Alliance of Kingsport; First Tennessee Development District; First Tennessee Human Resource Agency; Holston Business Group; Kingsport Art Guild; Kingsport Ballet for the DANCE CO. Program; Kingsport Housing and Redevelopment Authority for the Redevelopment Program and the Lincoln Street Property Program; Kingsport Theatre Guild; Kingsport Tomorrow, Inc. for the Community Program; NETWORKS – Sullivan Partnership; Sullivan County Humane Society; and Symphony Of The Mountains.

SECTION II. That authorization to enter into these agreements is subject to appropriation of the funds for the agreements in the 2009-2010 budget.

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

ADOPTED this the 2nd day of June, 2009.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

AGREEMENT
BETWEEN
THE CITY OF KINGSPORT, TENNESSEE
AND
THE ARTS COUNCIL OF GREATER KINGSPORT

THIS AGREEMENT made and entered into as of this 1st day of July, 2009, by and between the City of Kingsport, hereinafter called "CITY", and the Arts Council of Greater Kingsport, hereinafter called "ARTS COUNCIL".

WITNESSETH:

WHEREAS, ARTS COUNCIL is a not-for-profit agency as defined by Tennessee Code Annotated §§6-54-111 and 48-51-101 et seq., and is eligible to receive funds for this purpose; and

WHEREAS, CITY is authorized by Tennessee Code Annotated §6-54-111 et seq. to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, ARTS COUNCIL will receive financial assistance from the CITY; and

WHEREAS, the parties desire to set forth the terms and conditions with respect to the use of funds to be provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

1. **PURPOSE OF THE AGREEMENT.** The purpose of this Agreement is to assist ARTS COUNCIL with operational expenses and to state the terms and conditions upon which financial assistance will be provided by CITY and the manner in which the project will be carried out by ARTS COUNCIL.
2. **DESCRIPTION OF THE PROJECT.**

ARTS COUNCIL agrees as follows:

- A. To serve as an umbrella for local arts organizations providing arts advocacy, cultural leadership, services and programs for Kingsport and the surrounding areas.

- B. To continue to develop, maintain, and expand cultural programs, activities and opportunities for the adults and children of the community on a year round basis.
3. **MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to ARTS COUNCIL under this Agreement will not exceed SEVEN THOUSAND DOLLARS (\$7,000).
 4. **REQUEST FOR REIMBURSEMENT.** ARTS COUNCIL will bill CITY for payment of funds after July 1, 2009, using forms and procedures specified by CITY.
 5. **REIMBURSEMENT BY CITY.** CITY will review all billing submitted, however, reimbursement of any cost, not to exceed the amount as shown in paragraph 3, will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.
 6. **AUDITS.** The final determination of the amount subject to reimbursement under the terms of this Agreement will be based on an audit conducted by or acceptable to CITY. ARTS COUNCIL will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of ARTS COUNCIL with regard to the project. Such records will be retained for this purpose for a period of not less than three years. Subsequent to the close of ARTS COUNCIL fiscal year for which operating assistance is provided, ARTS COUNCIL will furnish a final audit report prepared by a governmental audit agency, or an independent public accountant, which will include at minimum a balance sheet, statement of cash flows, statement of activity and all necessary related footnotes for ARTS COUNCIL fiscal year.
 7. **ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.** ARTS COUNCIL will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. ARTS COUNCIL further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.
 8. **CHANGES.** Any changes in this Agreement will require a written amendment executed by all parties hereto.
 9. **ASSIGNMENT AND SUBLETTING.** ARTS COUNCIL will not assign any rights to funds, except as set forth herein, without prior written authorization from CITY.

10. **TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of such termination, ARTS COUNCIL will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed SEVEN THOUSAND DOLLARS (\$7,000).
11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** ARTS COUNCIL will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.
12. **ASSURANCES.** ARTS COUNCIL hereby assures CITY that ARTS COUNCIL is legally entitled to funds from CITY.
13. **OPERATING INFORMATION.** ARTS COUNCIL will provide any relevant information requested by CITY concerning ARTS COUNCIL's United Arts Fund grants to third parties.
14. **PROJECT TERM.** CITY and ARTS COUNCIL have previously agreed that the project term for this contract is from July 1, 2009 to June 30, 2010. Accordingly, funds allocated by CITY to ARTS COUNCIL can be used to reimburse ARTS COUNCIL for eligible project expenses beginning on July 1, 2009. In no event will CITY participate in project expenses incurred after June 30, 2010.
15. **REPORTING.** ARTS COUNCIL will submit to the Board of Mayor and Aldermen a bi-annual report setting out how funds allocated by CITY to ARTS COUNCIL assist in carrying out the purpose of the project as described under the terms of this Agreement.
16. **INDEPENDENT CONTRACTOR.** ART COUNCIL'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. ART COUNCIL is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither ART COUNCIL nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by ART COUNCIL, or it employees or agents.
17. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** ART COUNCIL will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with ART COUNCIL'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of ART COUNCIL and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to ART COUNCIL and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

ARTS COUNCIL OF GREATER KINGSPORT

President

CITY OF KINGSPORT

DENNIS R. PHILLIPS
Mayor

ATTEST:

APPROVED AS TO FORM:

JAMES H. DEMMING
City Recorder

J. MICHAEL BILLINGSLEY
City Attorney

AGREEMENT
BETWEEN
THE CITY OF KINGSPORT, TENNESSEE
AND
CHILDREN'S ADVOCACY CENTER OF SULLIVAN COUNTY

THIS AGREEMENT made and entered into as of this 1st day of July, 2009, by and between the City of Kingsport, hereinafter called "CITY", and the Children's Advocacy Center of Sullivan County, Inc., hereinafter called "CHILDREN'S CENTER".

WITNESSETH:

WHEREAS, CHILDREN'S CENTER is a not-for-profit agency as defined by Tennessee Code Annotated §§6-54-111 and 48-51-101 et seq., and is eligible to receive funds for this purpose; and

WHEREAS, CITY is authorized by Tennessee Code Annotated §6-54-111 et seq. to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, CHILDREN'S CENTER has requested financial assistance pursuant to said state law which CITY has approved; and

WHEREAS, the parties desire to set forth the terms and conditions with respect to the use of funds to be provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

- PURPOSE OF THE AGREEMENT.** The purpose of this Agreement is to help provide a children's advocacy center for abused children in the Sullivan County area and to state the terms and conditions upon which financial assistance will be provided by CITY and the manner in which the project will be carried out by CHILDREN'S CENTER.

2. DESCRIPTION OF THE PROJECT.

CHILDREN'S CENTER agrees as follows:

A. Education and Training Coordination

- The Child Advocacy Center provides educational and prevention programs as well as in-depth training programs for professionals about child abuse

B. Medical Examination Program

- The Child Advocacy Center provides medical exams for children, which assist in the collection of physical evidence, as well as attends to the child's physical needs.

C. Child Protective Investigative Team

- Sullivan County professionals from DCS, law enforcement, the district attorney's office, mental health, and juvenile court work to provide services to children and families in a unified effort.

D. Court Group

- The Child Advocacy Center provides several means of support to any child and family who have to appear in court.

E. Mother Advocate Program

- The Mother Advocate Program is designed to support the non-offending parents in cases of alleged sexual abuse in such a manner that they can act responsibly to protect and support the alleged child victim.

F. Transportation

- The Children's Advocacy Center staff and volunteers provide van transportation to clients and their families when needed.

3. MAXIMUM PAYMENT. It is expressly understood and agreed that the total amount to be paid by CITY to CHILDREN'S CENTER under this Agreement will not exceed FIVE THOUSAND NINE HUNDRED DOLLARS (\$5,900).

4. **REQUEST FOR REIMBURSEMENT.** CHILDREN'S CENTER will bill CITY for the actual net operating costs incurred on a quarterly basis using forms and procedures specified by CITY.
5. **REIMBURSEMENT BY CITY.** CITY will honor all requests for reimbursement up to amount as stated in paragraph 3 provided that CHILDREN'S CENTER is complying with its obligations provided herein. However, reimbursement of any cost pursuant to this Section will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.
6. **AUDITS.** The final determination of the amount subject to reimbursement under the terms of this Agreement will be based on an audit conducted by or acceptable to CITY. CHILDREN'S CENTER will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of CHILDREN'S CENTER with regard to the project. Such records will be retained for this purpose for a period of not less than three years. Subsequent to the close of CHILDREN'S CENTER fiscal year for which operating assistance is provided, CHILDREN'S CENTER will furnish a final audit report prepared by a governmental audit agency, or an independent public accountant, which will include at minimum a balance sheet, statement of cash flows, statement of activity and all necessary related footnotes for CHILDREN'S CENTER fiscal year.
7. **ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.** CHILDREN'S CENTER will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. CHILDREN'S CENTER further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.
8. **CHANGES.** Any changes in this Agreement will require a written amendment executed by all parties hereto.
9. **ASSIGNMENT AND SUBLETTING.** CHILDREN'S CENTER will not assign any rights to funds without prior written authorization from CITY.
10. **TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of such termination, CHILDREN'S CENTER will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed FIVE THOUSAND NINE HUNDRED

DOLLARS (\$5,900).

11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** CHILDREN'S CENTER will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.
12. **ASSURANCES.** CHILDREN'S CENTER hereby assures CITY that CHILDREN'S CENTER is legally entitled to funds from CITY.
13. **OPERATING INFORMATION.** CHILDREN'S CENTER will provide any relevant information requested by CITY concerning CHILDREN'S CENTER's program including, but not limited to, contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees.
14. **PROJECT TERM.** CITY and CHILDREN'S CENTER have previously agreed that the project term for this contract is from July 1, 2009 to June 30, 2010. Accordingly, funds allocated by CITY to CHILDREN'S CENTER can be used to reimburse CHILDREN'S CENTER for eligible project expenses beginning on July 1, 2009. In no event will CITY participate in project expenses incurred after June 30, 2010.
15. **REPORTING.** CHILDREN'S CENTER will submit to the Board of Mayor and Aldermen a bi-annual report setting out how funds allocated by CITY to CHILDREN'S CENTER assist in carrying out the purpose of the project as described under the terms of this Agreement.
16. **INDEPENDENT CONTRACTOR.** CHILDREN'S CENTER'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. CHILDREN'S CENTER is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither CHILDREN CENTER nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by CHILDREN'S CENTER, or its employees or agents.
17. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** CHILDREN'S CENTER will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:
 - A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to

or death of persons, or damage to property as a result of, arising out of, or in any manner connected with CHILDREN'S CENTER'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of CHILDREN'S CENTER and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CHILDREN'S CENTER and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

**CHILDREN'S ADVOCACY
CENTER OF SULLIVAN
COUNTY, INC.**

Executive Director

CITY OF KINGSPORT

DENNIS R. PHILLIPS
Mayor

ATTEST:

APPROVED AS TO FORM:

JAMES H. DEMMING
City Recorder

J. MICHAEL BILLINGSLEY
City Attorney

AGREEMENT
BETWEEN
THE CITY OF KINGSPORT, TENNESSEE
AND
DOWNTOWN KINGSPORT ASSOCIATION
“CENTRAL BUSINESS DISTRICT PROJECT”

THIS AGREEMENT made and entered into as of this 1st day of July, 2009, by and between the City of Kingsport, hereafter called “CITY” and the Downtown Kingsport Association, hereafter called “ASSOCIATION”.

WITNESSETH:

WHEREAS, ASSOCIATION is a not-for-profit agency as defined by Tennessee Code Annotated §§6-54-111 and 48-51-101 et seq., and is eligible to receive funds for this purpose; and

WHEREAS, CITY is authorized by Tennessee Code Annotated §6-54-111 et seq. to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, ASSOCIATION has requested financial assistance pursuant to said state law which CITY has approved; and

WHEREAS, the parties desire to set forth the terms and conditions with respect to the use of funds to be provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

1. **PURPOSE OF THE AGREEMENT.** The purpose of this Agreement is to provide services in the central business district and to state the terms and conditions upon which financial assistance will be provided by CITY, the manner in which the project will be carried out by ASSOCIATION, and responsibilities of each party.

2. **DESCRIPTION OF THE PROJECT.**

ASSOCIATION agrees as follows to undertake the following action items and responsibilities:

- a) **The Association promises to work in support of existing downtown local businesses, potential new businesses, and tourism in general by marketing and promoting visits to Downtown Kingsport as a “Destination” The Association endorses the statement contained in the Strategic Plan revised 6.7.2007 by the City of Kingsport that states “We value a downtown that is strong, viable, and vibrant.” (p. E-15).**

Specifically, the Association will work to **program events** located in Downtown whose sole purpose is to promote visits to downtown by local residents, as well as visitors, in a fun and entertaining venue. The mission is to “put feet on the street”. The following events will be provided by DKA staff and volunteers during the 2009 calendar year:

- ❖ Evening with the Arts
- ❖ 4th of July Celebration
- ❖ Mardi Gras at Funfest
- ❖ Rail Grass railroad/folk arts festival
- ❖ City Employee Appreciation Picnic
- ❖ Downtown Merchants Christmas Open House
- ❖ Christmas Tree Lighting Ceremony/Parade of Trees
- ❖ Gingerbread House Contest

In support of the mission of programming downtown, the DKA will track volunteer hours worked, and has a target of attaining 20,000 volunteer hours dedicated to downtown.

Additional efforts in the broad promotion of downtown as a Destination may include general marketing activities, working with the city on improved signage, working with the merchants on creating enhanced “curb appeal”, the creation of networking and low cost advertising opportunities such as the “Coffee Talk” radio program and other DKA events, cooperative work on improved parking conditions, and cooperative work with the Kingsport Convention and Visitors Bureau in support of tourism.

- b) **To work cooperatively with the Main Art Center, the Tennessee Art Guild, the Kingsport Arts Council, and local artists, in the promotion of the arts and entertainment Downtown, and in support of the Main Arts Village concept.** Such promotion and support may include the support or hosting of exhibits, events, classes, and expansion of public art downtown.
- c) **To continue to participate in the State of Tennessee and National Main Street Programs, and to attain re-certification annually.**

- d) To work cooperatively with the Kingsport Housing & Redevelopment Authority in support of the Downtown Kingsport Redevelopment District. This may include the pursuit of any individual projects which the Association may choose to undertake in the role as developer, referrals of other potential redevelopment projects to the KHRA, and participation in the promotion and/or administration of the Downtown Development Fund.
- e) To promote small business development and expansion opportunities in the downtown area, by working in cooperation with the Kingsport Office of Small Business Development & Entrepreneurship, as requested.
- f) To work cooperatively with the City of Kingsport and other interested parties towards the establishment of a permanent Farmer's Market located downtown.
- g) To work cooperatively with the City of Kingsport and other interested parties to promote and support the Downtown Education Initiative, the Higher Education Center, and The Regional Center for Applied Technology.

CITY agrees as follows to undertake the following responsibilities in support of the PROJECT:

- h) To work cooperatively with the Association in support of the Project described in #2 – Description of the Project of this Agreement.
 - i) Both parties agree to share communication about significant events and programs that are occurring Downtown through direct communication with the Executive Director, for dissemination to the Board of Directors, the Association's membership base, and other interested parties.
 - j) The CITY agrees to make every effort to send a representative from either the BMA or designated staff to Nashville, along with Association representatives, to receive awards or other accolades on behalf of the Association when the Association participates in the State of TN and National Main Street programs.
3. **MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to ASSOCIATION under this Agreement will not exceed TWENTY-FOUR THOUSAND DOLLARS (\$24,000.00).
4. **REQUEST FOR REIMBURSEMENT.** ASSOCIATION will bill CITY for the actual net operating costs incurred on a quarterly basis using forms and procedures specified by CITY.

5. **REIMBURSEMENT BY CITY.** CITY will review all quarterly reports, however, reimbursement of any cost, not to exceed the amount as shown in paragraph 3, will not constitute a final determination by CITY of the allow ability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.
6. **AUDITS.** The final determination of the amount subject to reimbursement under the terms of this Agreement will be based on an audit conducted by or acceptable to CITY. ASSOCIATION will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of ASSOCIATION with regard to the project. Such records will be retained for this purpose for a period of not less than three years. Subsequent to the close of ASSOCIATION's fiscal year for which operating assistance is provided, ASSOCIATION will furnish a final audit report prepared by a governmental audit agency, or an independent public accountant, which will include at minimum a statement of revenue, expense and any changes in financial position for ASSOCIATION's fiscal year.
7. **ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.** ASSOCIATION will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. ASSOCIATION further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.
8. **CHANGES.** Any changes in this Agreement will require a written amendment executed by all parties hereto.
9. **ASSIGNMENT AND SUBLETTING.** ASSOCIATION will not assign any rights to funds without prior written authorization from CITY.
10. **TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of termination, ASSOCIATION will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed \$24,000.00.
11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** ASSOCIATION will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.

12. **ASSURANCES.** ASSOCIATION hereby assures CITY that ASSOCIATION is legally entitled to funds from CITY.
13. **OPERATING INFORMATION.** ASSOCIATION will provide any relevant information requested by CITY concerning ASSOCIATION'S Central Business District Program including, but not limited to contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees.
14. **PROJECT TERM.** CITY and ASSOCIATION have previously agreed that the project term for this contract is from July 1, 2009 to June 30, 2010. Accordingly, funds allocated by CITY to ASSOCIATION can be used to reimburse ASSOCIATION for eligible project expenses beginning on July 1, 2009. In no event will CITY participate in project expenses incurred after June 30, 2010.
15. **REPORTING.** ASSOCIATION will submit to the Board of Mayor and Aldermen a bi-annual report setting out how funds allocated by CITY to ASSOCIATION assist in carrying out the purpose of the project as described under the terms of this Agreement. The ASSOCIATION will give a formal presentation to the Board of Mayor and Aldermen at a public meeting to describe the results of the project.
16. **INDEPENDENT CONTRACTOR.** ASSOCIATION'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. ASSOCIATION is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither ASSOCIATION nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by ASSOCIATION, or its employees or agents.
17. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** ASSOCIATION will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:
 - A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with ASSOCIATION'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such

indemnification includes any damage to the person(s), or property(ies) of ASSOCIATION and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to ASSOCIATION and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

DOWNTOWN KINGSPORT ASSOCIATION

LISA K. CHILDRESS
Executive Director

CITY OF KINGSPORT

DENNIS R. PHILLIPS
Mayor

ATTEST:

ELIZABETH. A. GILBERT
Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY
City Attorney

AGREEMENT

BETWEEN

THE CITY OF KINGSPORT, TENNESSEE

AND

**DOWNTOWN BUSINESS ALLIANCE OF KINGSPORT, d/b/a
THE GREATER KINGSPORT AREA CHAMBER OF COMMERCE, INC.**

THIS AGREEMENT made and entered into as of this 1st day of July, 2009, by and between the City of Kingsport, hereinafter called "CITY", and the Downtown Business Alliance of Kingsport, d/b/a The Greater Kingsport Area Chamber of Commerce, Inc., hereinafter called "CHAMBER".

WITNESSETH:

WHEREAS, CHAMBER is a not-for-profit agency as defined by Tennessee Code Annotated §§6-54-111 and 48-51-101 et seq., and is eligible to receive funds for this purpose; and

WHEREAS, CITY is authorized by Tennessee Code Annotated §6-54-111 et seq. to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, CHAMBER will receive financial assistance from the CITY; and

WHEREAS, the parties desire to set forth the terms and conditions with respect to the use of funds to be provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

- 1. PURPOSE OF THE AGREEMENT.** The purpose of this Agreement is to assist CHAMBER with operational expenses for the Downtown Business Alliance of Kingsport program and to state the terms and conditions upon which financial assistance will be provided by CITY and the manner in which the project will be carried out by CHAMBER.
- 2. DESCRIPTION OF THE PROJECT.**

CHAMBER agrees as follows:

To develop and carry out short term and long term projects relating specifically to the effective marketing of downtown Kingsport, communication of downtown businesses' needs, and support for projects affecting downtown including but not limited to:

- Promotion and launching of shopping events in the downtown area.
 - Development of marketing partnerships with regional print, radio and television media.
 - Ongoing development and expansion of the "Explore Downtown Kingsport" brand campaign to communicate available shopping, dining, living, entertainment, professional services, and arts/cultural options in downtown Kingsport, including producing and publishing a minimum of 10,000 copies of a "Guide to Downtown Kingsport" with a pull-out map of the 44 block downtown area for placement in strategic locations throughout Kingsport as well as in Visitors Centers, Welcome Centers, and businesses throughout a 150 mile radius.
 - Working with the Kingsport Convention and Visitors Bureau (KCVB) to promote Kingsport hotels.
 - Provision of a website serving as a central point of information for downtown Kingsport.
3. **MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to CHAMBER under this Agreement will not exceed TWENTY-FOUR THOUSAND DOLLARS (\$24,000).
4. **REQUEST FOR REIMBURSEMENT.** CHAMBER will bill CITY for payment of funds after July 1, 2009, using forms and procedures specified by CITY.
5. **REIMBURSEMENT BY CITY.** CITY will review all billing submitted, however, reimbursement of any cost, not to exceed the amount as shown in paragraph 3, will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.
6. **AUDITS.** The final determination of the amount subject to reimbursement under the terms of this Agreement will be based on an audit conducted by or acceptable to CITY. CHAMBER will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and

accounts of CHAMBER with regard to the project. Such records will be retained for this purpose for a period of not less than three years. Subsequent to the close of CHAMBER fiscal year for which operating assistance is provided, CHAMBER will furnish a final audit report prepared by a governmental audit agency, or an independent public accountant, which will include at minimum a balance sheet, statement of cash flows, statement of activity and all necessary related footnotes for CHAMBER fiscal year.

7. **ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.** CHAMBER will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. CHAMBER further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.
8. **CHANGES.** Any changes in this Agreement will require a written amendment executed by all parties hereto.
9. **ASSIGNMENT AND SUBLETTING.** CHAMBER will not assign any rights to funds, except as set forth herein, without prior written authorization from CITY.
10. **TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of such termination, CHAMBER will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed TWENTY-FOUR THOUSAND DOLLARS (\$24,000).
11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** CHAMBER will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.
12. **ASSURANCES.** CHAMBER hereby assures CITY that CHAMBER is legally entitled to funds from CITY.
13. **OPERATING INFORMATION.** CHAMBER will provide any relevant information requested by CITY concerning CHAMBER's program including, but not

limited to, contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees.

14. **PROJECT TERM.** CITY and CHAMBER have previously agreed that the project term for this contract is from July 1, 2009 to June 30, 2010. Accordingly, funds allocated by CITY to CHAMBER can be used to reimburse CHAMBER for eligible project expenses beginning on July 1, 2009. In no event will CITY participate in project expenses incurred after June 30, 2010.
15. **REPORTING.** CHAMBER will submit to the Board of Mayor and Aldermen a bi-annual report setting out how funds allocated by CITY to CHAMBER assist in carrying out the purpose of the project as described under the terms of this Agreement.
16. **INDEPENDENT CONTRACTOR.** CHAMBER'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. CHAMBER is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither CHAMBER nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by CHAMBER, or its employees or agents.
17. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** CHAMBER will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:
 - A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with CHAMBER'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of CHAMBER and third persons.
 - B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CHAMBER and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

**DOWNTOWN BUSINESS ALLIANCE OF
KINGSPORT, d/b/a THE GREATER AREA
CHAMBER OF COMMERCE, INC.**

MILES BURDINE
President and CEO

CITY OF KINGSPORT

DENNIS R. PHILLIPS
Mayor

ATTEST:

APPROVED AS TO FORM:

JAMES H. DEMMING
City Recorder

J. MICHAEL BILLINGSLEY
City Attorney

AGREEMENT
BETWEEN
THE CITY OF KINGSPORT, TENNESSEE
AND
FIRST TENNESSEE DEVELOPMENT DISTRICT

THIS AGREEMENT made and entered into as of this 1st day of July, 2009, by and between the City of Kingsport, hereinafter called "CITY", and the First Tennessee Development District, hereinafter called "FTDD".

WITNESSETH:

WHEREAS, FTDD is a political subdivision of the State of Tennessee and is eligible to receive funds for this purpose; and

WHEREAS, FTDD has requested financial assistance pursuant to said state law which CITY has approved; and

WHEREAS, the parties desire to set forth the terms and conditions with respect to the use of funds to be provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

1. **PURPOSE OF THE AGREEMENT.** The purpose of this Agreement is to provide an advocate for issues of regional concern for area wide planning and intergovernmental relations and to state the terms and conditions upon which financial assistance will be provided by CITY and the manner in which the project will be carried out by FTDD.
2. **DESCRIPTION OF THE PROJECT.**
FTDD agrees as follows:
 - A. To be a liaison for local governments and state and federal governments.
 - B. To provide data collections services, regional plan preparations, project implementation activities, grants management and preparation, coordination

functions and technical assistance.

C. To provide the residents of Kingsport with a means to cooperate in comprehensive regional programs to prevent future environmental degradation and to resolve existing waste disposal problems.

3. **MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to FTDD under this Agreement will not exceed THREE THOUSAND TWO HUNDRED DOLLARS (\$3,200).
4. **REQUEST FOR REIMBURSEMENT.** FTDD will bill CITY for the actual net operating costs incurred on an annual basis using forms and procedures specified by CITY.
5. **REIMBURSEMENT BY CITY.** CITY will honor all requests for reimbursement up to amount as stated in paragraph 3 provided that FTDD is complying with its obligations provided herein. However, reimbursement of any cost pursuant to this Section will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.
6. **AUDITS.** The final determination of the amount subject to reimbursement under the terms of this Agreement will be based on an audit conducted by or acceptable to CITY. FTDD will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of FTDD with regard to the project. Such records will be retained for this purpose for a period of not less than three years. Subsequent to the close of FTDD fiscal year for which operating assistance is provided, FTDD will furnish a final audit report prepared by a governmental audit agency, or an independent public accountant, which will include at minimum a balance sheet, statement of cash flows, statement of activity and all necessary related footnotes for FTDD fiscal year.
7. **ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.** FTDD will establish and maintain an accounting, record keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. FTDD further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.
8. **CHANGES.** Any changes in this Agreement will require a written amendment executed by all parties hereto.
9. **ASSIGNMENT AND SUBLETTING.** FTDD will not assign any rights to funds without prior written authorization from CITY.

10. **TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of such termination, FTDD will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed THREE THOUSAND TWO HUNDRED DOLLARS (\$3,200).
11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** FTDD will immediately notify CITY of any change in conditions or of any other event, which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.
12. **ASSURANCES.** FTDD hereby assures CITY that FTDD is legally entitled to funds from CITY.
13. **OPERATING INFORMATION.** FTDD will provide any relevant information requested by CITY concerning FTDD's program including, but not limited to, contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees.
14. **PROJECT TERM.** CITY and FTDD have previously agreed that the project term for this contract is from July 1, 2009 to June 30, 2010. Accordingly, funds allocated by CITY to FTDD can be used to reimburse FTDD for eligible project expenses beginning on July 1, 2009. In no event will CITY participate in project expenses incurred after June 30, 2010.
15. **REPORTING.** FTDD will submit to the Board of Mayor and Aldermen its quarterly status report setting out how funds allocated by CITY to FTDD assist in carrying out the purpose of the project as described under the terms of this Agreement.
16. **INDEPENDENT CONTRACTOR.** FTDD'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. FTDD is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither FTDD nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by FTDD, or its employees or agents.
17. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** FTDD will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:
 - A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with FTDD'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any

damage to the person(s), or property(ies) of FTDD and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to FTDD and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

**FIRST TENNESSEE
DEVELOPMENT DISTRICT**

SUSAN REID
Executive Director

CITY OF KINGSPORT

DENNIS R. PHILLIPS
Mayor

ATTEST:

APPROVED AS TO FORM:

JAMES H. DEMMING
City Recorder

J. MICHAEL BILLINGSLEY
City Attorney

AGREEMENT
BETWEEN
THE CITY OF KINGSPORT, TENNESSEE
AND
THE FIRST TENNESSEE HUMAN RESOURCE AGENCY

THIS AGREEMENT made and entered into as of this 1st day of July, 2009, by and between the City of Kingsport, hereinafter called "CITY", and the First Tennessee Human Resource Agency, hereinafter called "FIRST TENNESSEE".

WITNESSETH:

WHEREAS, FIRST TENNESSEE is a not-for-profit agency as defined by Tennessee Code Annotated §§6-54-111 and 48-51-101 et seq., and is eligible to receive funds for this purpose; and

WHEREAS, CITY is authorized by Tennessee Code Annotated §6-54-111 et seq. to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, FIRST TENNESSEE has requested financial assistance pursuant to said state law which CITY has approved; and

WHEREAS, the parties desire to set forth the terms and conditions with respect to the use of funds to be provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

1. **PURPOSE OF THE AGREEMENT.** The purpose of this Agreement is to help provide an additional staff person to help protect individuals who are abused or neglected in the Kingsport area and to state the terms and conditions upon which financial assistance will be provided by CITY and the manner in which the project will be carried out by FIRST TENNESSEE.

2. **DESCRIPTION OF THE PROJECT.**

FIRST TENNESSEE agrees as follows:

A. To provide basic homemaker service to include:

- Provide instructional training in light housekeeping, laundry, cooking, personal care, and grocery shopping.
- Provide educational assistance with banking, budgeting, and bill payments.
- Provide medication pick-up and monitoring as well as assistance with medical appointments and transportation to those appointments.
- Provide coordination with area agencies and local charities and assistance with utilization of other public services.

B. Provide self sufficiency and prevent institutional placement by providing in-home care for individuals in threat of harm due to abuse or neglect.

3. **MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to FIRST TENNESSEE under this Agreement will not exceed TEN THOUSAND NINE HUNDRED DOLLARS (\$10,900).
4. **REQUEST FOR REIMBURSEMENT.** FIRST TENNESSEE will bill CITY for the actual net operating costs incurred on a quarterly basis using forms and procedures specified by CITY.
5. **REIMBURSEMENT BY CITY.** CITY will honor all requests for reimbursement up to amount as stated in paragraph 3 provided that FIRST TENNESSEE is complying with its obligations provided herein. However, reimbursement of any cost pursuant to this Section will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.
6. **AUDITS.** The final determination of the amount subject to reimbursement under the terms of this Agreement will be based on an audit conducted by or acceptable to CITY. FIRST TENNESSEE will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of FIRST TENNESSEE with regard to the project. Such records will be retained for this purpose for a period of not less than three years. Subsequent to the close of FIRST TENNESSEE fiscal year for which operating assistance is provided, FIRST TENNESSEE will furnish a final audit report prepared by a governmental audit agency, or an independent public accountant, which will include at minimum a statement of revenue, expense and any changes in financial position for FIRST TENNESSEE fiscal year.
7. **ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.** FIRST TENNESSEE will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in

Tennessee, published by the Comptroller of the Treasury, State of Tennessee. FIRST TENNESSEE further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.

8. **CHANGES.** Any changes in this Agreement will require a written amendment executed by all parties hereto.
9. **ASSIGNMENT AND SUBLETTING.** FIRST TENNESSEE will not assign any rights to funds without prior written authorization from CITY.
10. **TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of such termination, FIRST TENNESSEE will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed TEN THOUSAND NINE HUNDRED DOLLARS (\$10,900).
11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** FIRST TENNESSEE will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.
12. **ASSURANCES.** FIRST TENNESSEE hereby assures CITY that FIRST TENNESSEE is legally entitled to funds from CITY.
13. **OPERATING INFORMATION.** FIRST TENNESSEE will provide any relevant information requested by CITY concerning FIRST TENNESSEE Family Support Services including, but not limited to, contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees.
14. **PROJECT TERM.** CITY and FIRST TENNESSEE have previously agreed that the project term for this contract is from July 1, 2009 to June 30, 2010. Accordingly, funds allocated by CITY to FIRST TENNESSEE can be used to reimburse FIRST TENNESSEE for eligible project expenses beginning on July 1, 2009. In no event will CITY participate in project expenses incurred after June 30, 2010.
15. **REPORTING.** FIRST TENNESSEE will submit to the Board of Mayor and Aldermen a bi-annual report setting out how funds allocated by CITY to FIRST TENNESSEE assist in carrying out the purpose of the project as described under the terms of this Agreement.
16. **INDEPENDENT CONTRACTOR.** FIRST TENNESSEE'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. FIRST TENNESSEE is not the agent of the CITY and is not authorized to make any

representation, contract or commitment on behalf of CITY. Neither FIRST TENNESSEE nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by FIRST TENNESSEE, or it employees or agents.

17. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.

FIRST TENNESSEE will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with FIRST TENNESSEE'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of FIRST TENNESSEE and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to FIRST TENNESSEE and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

**FIRST TENNESSEE HUMAN
RESOURCE AGENCY**

Director

CITY OF KINGSPORT

DENNIS R. PHILLIPS
Mayor

ATTEST:

JAMES H. DEMMING
City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY
City Attorney

AGREEMENT

By

THE CITY OF KINGSPORT, TENNESSEE,

and

HOLSTON BUSINESS GROUP

SMALL BUSINESS INCUBATOR PROGRAM

THIS AGREEMENT made and entered into as of the 1st day of July, 2009, by the City of Kingsport, hereinafter called "CITY", and HOLSTON BUSINESS GROUP, hereinafter called "HOLSTON".

WITNESSETH:

WHEREAS, HOLSTON is a not-for-profit corporation as defined by Tennessee Code Annotated §§6-54-111 and 48-51-101 et seq., and is eligible to receive funds for the purpose contained herein; and

WHEREAS, CITY is authorized by Tennessee Code Annotated §6-54-111 et seq., and the official compilation of the Rules and Regulations of the State of Tennessee, Rules of the Comptroller of the Treasury, Division of Special Audit, chapter 0380-3-7, relating to Standard Procedures for Appropriating and Disbursing Municipal Funds to Non-Profit Charitable Organizations, to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, the parties desire to work together in the common effort of actively assist in the establishment of new small businesses in Kingsport; and

WHEREAS, CITY has decided to contract with and provide financial resources to an outside entity for creation and operation of a small business incubator, and CITY has requested that HOLSTON be that outside entity pursuant to said state law which CITY has approved; and

WHEREAS, HOLSTON is willing to create and operate the Small Business Incubator Program; and

WHEREAS, the parties desire to set forth the responsibilities and obligations of the parties in this effort and the terms and conditions with respect to the use of funds provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

I. TERM.

This Agreement will be for a term of twelve (12) months commencing July 1, 2009 through June 30, 2010, subject to other termination provisions in this Agreement. The funds allocated by CITY to HOLSTON can be used to reimburse HOLSTON for eligible project expenses beginning on July 1, 2009. In no event will CITY participate in project expenses incurred after June 30, 2010, without its written consent.

II. SCOPE OF WORK.

HOLSTON will promote, coordinate, develop and operate the Small Business Incubator Program to assist and develop small businesses.

III. MONITORING AND REPORTING REQUIREMENTS.

HOLSTON will provide CITY with quarterly written reports due on or before the third Monday of September, December, March and June. On the third Monday in September and the third Monday in March HOLSTON will appear at the regularly scheduled work session of the Board of Mayor and Aldermen to review the reports and present an update. The report will detail the efforts taken by HOLSTON toward accomplishment of the items listed in Section II, as well as a statement of other efforts and accomplishments within the scope of the Agreement not specifically included in Section II. Within the same report, HOLSTON will assess the impact its efforts have had on small business growth and development, and will annually report on the measures in the Appendix of this Agreement.

IV. COMPENSATION.

- A. CITY will pay HOLSTON Thirty Thousand and NO/100 (\$30,000) dollars annually for services provided under this Agreement as described in Section II Scope of Work.
- B. CITY will pay HOLSTON one quarter of CITY's annual budgeted amount at the beginning of each quarter of the CITY's fiscal year (July 1, 2009; October 1, 2009; January 1, 2010; and April 1, 2010).
- C. CITY will review all quarterly reports; however, reimbursement of any cost pursuant to this Section will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.
- D. The final determination of the amount subject to reimbursement under the terms of this Agreement will be based on an audit conducted by or acceptable to CITY.

HOLSTON will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of HOLSTON with regard to the project. Such records will be retained for this purpose for a period of not less than three years. Subsequent to the close of HOLSTON's fiscal year for which operating assistance is provided, HOLSTON will furnish a final audit report prepared by a governmental audit agency, or an independent public accountant, which will include at minimum a statement of revenue, expense and any changes in financial position for HOLSTON's fiscal year.

- E. HOLSTON will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. HOLSTON further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State.

V. ASSIGNMENT, SUBCONTRACTING OR ACQUISITION OF CONSULTANTS.

HOLSTON will not assign or subcontract any portion of this Agreement without the prior written approval of the CITY. HOLSTON will not assign any rights to funds provided herein without the prior written authorization of the CITY.

VI. CHANGED CONDITIONS AFFECTING PERFORMANCE.

HOLSTON will immediately notify CITY of any change in conditions or of any other event that may significantly affect its ability to perform the project in accordance with the provisions of this Agreement.

VII. STAFFING.

- A. HOLSTON will pay its employees under this Agreement at least the Federal Minimum Wage.
- B. In carrying out the work of this Agreement, HOLSTON will not discriminate against any employee or applicant for employment because of race, color, religion, creed, gender, national origin, age, disability or any other legally protected status.

VIII. TERMINATION OF AGREEMENT FOR CAUSE.

If, through any cause, HOLSTON fails to fulfill in a timely and proper manner the obligations of this Agreement, or if HOLSTON violates any of the covenants, agreements, or stipulations of this Agreement, CITY will thereupon have the right to terminate this Agreement. If CITY is entitled to terminate this Agreement for cause, as a condition precedent to the exercise of such right the CITY will give HOLSTON and written notice specifying such default and HOLSTON will have right to cure the specified

default within thirty (30) calendar days after service of such notice. If the default is not cured within that time CITY may upon three (3) days written notice to the other parties terminate this Agreement on a date certain. All payments by CITY to HOLSTON will be suspended until the default is cured if the default is in part caused by HOLSTON, and HOLSTON will not be entitled to further payment if the Agreement is terminated pursuant to this paragraph if the default is in part caused by HOLSTON.

IX. EXTENSION OF AGREEMENT.

The parties may extend this Agreement for subsequent years subject to any applicable negotiated changes.

X. OPERATING INFORMATION.

The parties agree to respond to inquiries made by designated representatives of the parties or their designees in a timely fashion. CITY designates the City Manager as its representative for this Agreement. HOLSTON designates the Corporate Secretary as its representative for this Agreement. HOLSTON will provide any relevant information requested by CITY concerning the Small Business Incubator Program of HOLSTON, including, but not limited to contracts for third party financial arrangements, annual financial statements, and audit reports, schedules and fees.

XI. ASSURANCES.

HOLSTON hereby assures CITY that HOLSTON is legally entitled to funds from CITY.

XII. REPORTING.

HOLSTON will submit to the Board of Mayor and Aldermen a bi-annual report setting out how funds allocated by CITY to HOLSTON assist in carrying out the purpose of the project as described under the terms of this Agreement.

The remainder of this page is left intentionally blank.

Signature page for the Agreement between the City of Kingsport, Tennessee and Holston Business Group for Small Business Incubator Program.

IN WITNESS WHEREOF, the parties have set their hand to this Agreement in duplicate originals effective the date first above written.

HOLSTON BUSINESS GROUP

President

ATTEST:

By: _____

CITY OF KINGSPORT, TENNESSEE

ATTEST:

JAMES H. DEMMING
City Recorder

DENNIS R. PHILLIPS
Mayor

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY
City Attorney

APPENDIX

PERFORMANCE MEASURES FOR AGREEMENT BETWEEN THE CITY OF KINGSPORT, TENNESSEE, AND THE HOLSTON BUSINESS GROUP FOR THE SMALL BUSINESS INCUBATOR PROGRAM

MEASURES

In order to assess the impact of this Agreement, some basic measures are needed. The following measures have been chosen to help assess the impact of this venture on small business growth and development in Kingsport and will be tracked each year by the parties for that purpose.

1. Number of start-ups assisted
2. Total employment of assisted start-ups
3. Announced capital investment
4. "Graduation" rate (the number of businesses that leave the incubator and locate in Kingsport)
5. Jobs created

AGREEMENT
BETWEEN
THE CITY OF KINGSPORT, TENNESSEE
AND
KINGSPORT ART GUILD

THIS AGREEMENT made and entered into as of this 1st day of July, 2009, by and between the City of Kingsport, hereinafter called "CITY", and the Kingsport Art Guild, hereinafter called "GUILD".

WITNESSETH:

WHEREAS, GUILD is a not-for-profit agency as defined by Tennessee Code Annotated §§6-54-111 and 48-51-101 et seq., and is eligible to receive funds for this purpose; and

WHEREAS, CITY is authorized by Tennessee Code Annotated §6-54-111 et seq. to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, GUILD will receive financial assistance from the CITY; and

WHEREAS, the parties desire to set forth the terms and conditions with respect to the use of funds to be provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

1. **PURPOSE OF THE AGREEMENT.** The purpose of this Agreement is to assist GUILD with operational expenses and to state the terms and conditions upon which financial assistance will be provided by CITY and the manner in which the project will be carried out by GUILD.
2. **DESCRIPTION OF THE PROJECT.**

GUILD agrees as follows:

- A. To provide opportunities to the community to study, practice, and exhibit the visual arts.

- B. To promote and improve interest in the arts to the general public.
3. **MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to GUILD under this Agreement will not exceed TWO THOUSAND DOLLARS (\$2,000).
 4. **REQUEST FOR REIMBURSEMENT.** GUILD will bill CITY for payment of funds after July 1, 2009, using forms and procedures specified by CITY.
 5. **REIMBURSEMENT BY CITY.** CITY will review all billing submitted, however, reimbursement of any cost, not to exceed the amount as shown in paragraph 3, will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.
 6. **AUDITS.** The final determination of the amount subject to reimbursement under the terms of this Agreement will be based on an audit conducted by or acceptable to CITY. GUILD will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of GUILD with regard to the project. Such records will be retained for this purpose for a period of not less than three years. Subsequent to the close of GUILD fiscal year for which operating assistance is provided, GUILD will furnish a final audit report prepared by a governmental audit agency, or an independent public accountant, which will include at minimum a balance sheet, statement of cash flows, statement of activity and all necessary related footnotes for GUILD fiscal year.
 7. **ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.** GUILD will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. GUILD further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.
 8. **CHANGES.** Any changes in this Agreement will require a written amendment executed by all parties hereto.
 9. **ASSIGNMENT AND SUBLETTING.** GUILD will not assign any rights to funds, except as set forth herein, without prior written authorization from CITY.
 10. **TERMINATION.** This Agreement may be terminated by either party by giving written

notice to the other at least 30 days before the effective date of such termination. In the event of such termination, GUILD will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed TWO THOUSAND DOLLARS (\$2,000).

11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** GUILD will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.
12. **ASSURANCES.** GUILD hereby assures CITY that GUILD is legally entitled to funds from CITY.
13. **OPERATING INFORMATION.** GUILD will provide any relevant information requested by CITY concerning GUILD's program including, but not limited to, contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees.
14. **PROJECT TERM.** CITY and GUILD have previously agreed that the project term for this contract is from July 1, 2009 to June 30, 2010. Accordingly, funds allocated by CITY to GUILD can be used to reimburse GUILD for eligible project expenses beginning on July 1, 2009. In no event will CITY participate in project expenses incurred after June 30, 2010.
15. **REPORTING.** GUILD will submit to the Board of Mayor and Aldermen a bi-annual report setting out how funds allocated by CITY to GUILD assist in carrying out the purpose of the project as described under the terms of this Agreement.
16. **INDEPENDENT CONTRACTOR.** GUILD'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. GUILD is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither GUILD nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by GUILD, or its employees or agents.
17. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** GUILD will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:
 - A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind

or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with GUILD'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of GUILD and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to GUILD and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

KINGSPORT ART GUILD

President

CITY OF KINGSPORT

DENNIS R. PHILLIPS
Mayor

ATTEST:

APPROVED AS TO FORM:

JAMES H. DEMMING
City Recorder

J. MICHAEL BILLINGSLEY
City Attorney

AGREEMENT
BETWEEN
THE CITY OF KINGSPORT, TENNESSEE
AND
THE KINGSPORT BALLET
"DANCE CO."

THIS AGREEMENT made and entered into as of this 1st day of July, 2009, by and between the City of Kingsport, hereinafter called "CITY", and the Kingsport Ballet, hereinafter called "KINGSPORT BALLET".

WITNESSETH:

WHEREAS, KINGSPORT BALLET is a not-for-profit agency as defined by Tennessee Code Annotated §§6-54-111 and 48-51-101 et seq., and is eligible to receive funds for this purpose; and

WHEREAS, CITY is authorized by Tennessee Code Annotated §6-54-111 et seq. to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, KINGSPORT BALLET will receive financial assistance from the CITY; and

WHEREAS, the parties desire to set forth the terms and conditions with respect to the use of funds to be provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

1. **PURPOSE OF THE AGREEMENT.** The purpose of this Agreement is to assist KINGSPORT BALLET with operational expenses and to state the terms and conditions upon which financial assistance will be provided by CITY and the manner in which the project will be carried out by KINGSPORT BALLET.
2. **DESCRIPTION OF THE PROJECT.**

KINGSPORT BALLET agrees to provide free of charge classical ballet instruction to underserved children in the community through its Developing Artists and Nurturing Cultural Education through Community Outreach (DANCE CO.) program.

3. **MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to KINGSPORT BALLETT under this Agreement will not exceed FIVE THOUSAND DOLLARS (\$5,000).
4. **REQUEST FOR REIMBURSEMENT.** KINGSPORT BALLETT will bill CITY for payment of funds after July 1, 2009, using forms and procedures specified by CITY.
5. **REIMBURSEMENT BY CITY.** CITY will review all billing submitted, however, reimbursement of any cost, not to exceed the amount as shown in paragraph 3, will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.
6. **AUDITS.** The final determination of the amount subject to reimbursement under the terms of this Agreement will be based on an audit conducted by or acceptable to CITY. KINGSPORT BALLETT will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of KINGSPORT BALLETT with regard to the project. Such records will be retained for this purpose for a period of not less than three years. Subsequent to the close of KINGSPORT BALLETT fiscal year for which operating assistance is provided, KINGSPORT BALLETT will furnish a final audit report prepared by a governmental audit agency, or an independent public accountant, which will include at minimum a balance sheet, statement of cash flows, statement of activity and all necessary related footnotes for KINGSPORT BALLETT fiscal year.
7. **ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.** KINGSPORT BALLETT will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. KINGSPORT BALLETT further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.
8. **CHANGES.** Any changes in this Agreement will require a written amendment executed by all parties hereto.
9. **ASSIGNMENT AND SUBLETTING.** KINGSPORT BALLETT will not assign any rights to funds, except as set forth herein, without prior written authorization from CITY.
10. **TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event

of such termination, KINGSPORT BALLET will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed FIVE THOUSAND DOLLARS (\$5,000).

11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** KINGSPORT BALLET will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.
12. **ASSURANCES.** KINGSPORT BALLET hereby assures CITY that KINGSPORT BALLET is legally entitled to funds from CITY.
13. **OPERATING INFORMATION.** KINGSPORT BALLET will provide any relevant information requested by CITY concerning KINGSPORT BALLET's program, including, but not limited to, contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees.
14. **PROJECT TERM.** CITY and KINGSPORT BALLET have previously agreed that the project term for this contract is from July 1, 2009 to June 30, 2010. Accordingly, funds allocated by CITY to KINGSPORT BALLET can be used to reimburse KINGSPORT BALLET for eligible project expenses beginning on July 1, 2009. In no event will CITY participate in project expenses incurred after June 30, 2010.
15. **REPORTING** KINGSPORT BALLET will submit to the Board of Mayor and Aldermen a bi-annual report setting out how funds allocated by CITY to KINGSPORT BALLET assist in carrying out the purpose of the project as described under the terms of this Agreement.
16. **INDEPENDENT CONTRACTOR.** KINGSPORT BALLET'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. KINGSPORT BALLET is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither KINGSPORT BALLET nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by KINGSPORT BALLET, or its employees or agents.
17. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** KINGSPORT BALLET will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with KINGSPORT BALLETS performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of KINGSPORT BALLETS and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to KINGSPORT BALLETS and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

KINGSPORT BALLETS

President

CITY OF KINGSPORT

DENNIS R. PHILLIPS
Mayor

ATTEST:

APPROVED AS TO FORM:

JAMES H. DEMMING
City Recorder

J. MICHAEL BILLINGSLEY
City Attorney

AGREEMENT
BETWEEN
THE CITY OF KINGSPORT, TENNESSEE
AND
KINGSPORT HOUSING AND REDEVELOPMENT AUTHORITY
“REDEVELOPMENT PROGRAM”

THIS AGREEMENT made and entered into as of this 1st day of July, 2009, by and between the City of Kingsport, hereinafter called "CITY", and the Kingsport Housing and Redevelopment Authority, hereinafter called "KHRA".

WITNESSETH:

WHEREAS, KHRA is authorized by the State of Tennessee to administer redevelopment activities within the City and is eligible to receive funds for this purpose; and

WHEREAS, KHRA has requested financial assistance pursuant to said Sections which CITY has approved; and

WHEREAS, the parties want to set forth the terms and conditions with respect to the use of funds to be provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

1. **PURPOSE OF THE AGREEMENT.** The purpose of this Agreement is to provide administrative services for the City's Redevelopment Program and to state the terms and conditions upon which financial assistance will be provided by CITY and the manner in which the services will be carried out by KHRA.

2. **DESCRIPTION OF THE PROJECT.**

KHRA agrees as follows:

A. To provide the City of Kingsport with Redevelopment Program administrative services including data collections, plan preparation, project implementation activities, grants management and preparation, coordination functions and technical assistance.

3. **MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to KHRA under this Agreement shall not exceed SIXTY- THREE THOUSAND EIGHT HUNDRED DOLLARS (\$63,800).
4. **REQUEST FOR REIMBURSEMENT.** KHRA shall bill CITY for the actual net operating costs incurred on an annual basis using forms and procedures specified by CITY.
5. **REIMBURSEMENT BY CITY.** CITY will honor all requests for reimbursement up to amount as stated in paragraph 3 provided that KHRA is complying with its obligations provided herein. However, reimbursement of any cost pursuant to this paragraph shall not constitute a final determination by CITY of the allowability of such costs and shall not constitute a waiver of any violation of the terms of the Agreement.
6. **AUDITS.** The final determination of the amount subject to reimbursement under the terms of this Agreement shall be based on an audit conducted by or acceptable to CITY. KHRA shall permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of KHRA with regard to the project. Such records shall be retained for this purpose for a period of not less than three years. Subsequent to the close of KHRA fiscal year for which operating assistance is provided, KHRA shall furnish a final audit report prepared by a governmental audit agency, or an independent public accountant, which shall include at minimum a balance sheet, statement of cash flows, statement of activity and all necessary related footnotes for KHRA fiscal year.
7. **ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.** KHRA shall establish and maintain an accounting, record keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. KHRA further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.
8. **CHANGES.** Any changes in this Agreement shall require a written amendment executed by all parties hereto.
9. **ASSIGNMENT AND SUBLETTING.** KHRA will not assign any rights to funds without prior written authorization from CITY.
10. **TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of termination, KHRA shall be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event shall this amount exceed SIXTY- THREE THOUSAND EIGHT HUNDRED DOLLARS (\$63,800).

11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** KHRA shall immediately notify CITY of any change in conditions or of any other event, which may significantly affect its ability to perform the project in accordance with the provisions of this Agreement.
12. **ASSURANCES.** KHRA hereby assures CITY that KHRA is legally entitled to funds from CITY.
13. **OPERATING INFORMATION.** KHRA will provide any relevant information requested by CITY concerning KHRA program including, but not limited to, contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees.
14. **PROJECT TERM.** CITY and KHRA have previously agreed that the project term for this contract is from July 1, 2009 to June 30, 2010. Accordingly, funds allocated by CITY to KHRA can be used to reimburse KHRA for eligible project expenses beginning on July 1, 2009. In no event shall CITY participate in project expenses incurred after June 30, 2010.
15. **REPORTING.** KHRA will submit to the Board of Mayor and Aldermen its quarterly status report setting out how funds allocated by CITY to KHRA assist in carrying out the purpose of the project as described under the terms of this Agreement.
16. **INDEPENDENT CONTRACTOR.** KHRA'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. KHRA is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither KHRA nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by KHRA, or its employees or agents.
17. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** KHRA will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:
 - A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with KHRA'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of KHRA and third persons.
 - B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to KHRA and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance,

social security and payroll tax withholding).

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

**KINGSPORT HOUSING AND
REDEVELOPMENT AUTHORITY**

TERRY CUNNINGHAM
Executive Director

CITY OF KINGSPORT

DENNIS R. PHILLIPS
Mayor

ATTEST:

JAMES H. DEMMING
City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY
City Attorney

AGREEMENT
BETWEEN
THE CITY OF KINGSPORT, TENNESSEE
AND
KINGSPORT HOUSING AND REDEVELOPMENT AUTHORITY
"LINCOLN STREET PROPERTY"

THIS AGREEMENT made and entered into as of this 1st day of July, 2009, by and between the City of Kingsport, hereinafter called "CITY", and the Kingsport Housing and Redevelopment Authority, hereinafter called "KHRA".

WITNESSETH:

WHEREAS, KHRA is authorized by the State of Tennessee to administer redevelopment activities within the City and is eligible to receive funds for this purpose; and

WHEREAS, KHRA has requested financial assistance pursuant to said Sections which CITY has approved; and

WHEREAS, the parties want to set forth the terms and conditions with respect to the use of funds to be provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

1. **PURPOSE OF THE AGREEMENT.** The purpose of this Agreement is to state the terms and conditions upon which financial assistance will be provided by CITY toward the acquisition of property enabling redevelopment and revitalization through the HOPE VI project on Lincoln Street in the Riverview Neighborhood which may include property KHRA has already purchased on Lincoln Street and the manner in which the services will be carried out by KHRA.
2. **MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to KHRA under this Agreement shall not exceed TWO HUNDRED THOUSAND DOLLARS (\$200,000).
3. **REQUEST FOR REIMBURSEMENT.** KHRA shall bill CITY for the actual net operating costs incurred on an annual basis using forms and procedures specified by CITY.
4. **REIMBURSEMENT BY CITY.** CITY will honor all requests for reimbursement up to amount as stated in paragraph 2 provided that KHRA is complying with its obligations provided herein. However, reimbursement of any cost pursuant to this paragraph shall not constitute a final determination by CITY of the allowability of such costs and shall not constitute a waiver of any violation of the terms of the Agreement.
5. **AUDITS.** The final determination of the amount subject to reimbursement under the terms of this Agreement shall be based on an audit conducted by or acceptable to CITY. KHRA shall permit

CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of KHRA with regard to the project. Such records shall be retained for this purpose for a period of not less than three years. Subsequent to the close of KHRA fiscal year for which operating assistance is provided, KHRA shall furnish a final audit report prepared by a governmental audit agency, or an independent public accountant, which shall include at minimum a balance sheet, statement of cash flows, statement of activity and all necessary related footnotes for KHRA fiscal year.

6. **ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.** KHRA shall establish and maintain an accounting, record keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. KHRA further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.
7. **CHANGES.** Any changes in this Agreement shall require a written amendment executed by all parties hereto.
8. **ASSIGNMENT AND SUBLETTING.** KHRA will not assign any rights to funds without prior written authorization from CITY.
9. **TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of termination, KHRA shall be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event shall this amount exceed TWO HUNDRED THOUSAND DOLLARS (\$200,000).
10. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** KHRA shall immediately notify CITY of any change in conditions or of any other event, which may significantly affect its ability to perform the project in accordance with the provisions of this Agreement.
11. **ASSURANCES.** KHRA hereby assures CITY that KHRA is legally entitled to funds from CITY.
12. **OPERATING INFORMATION.** KHRA will provide any relevant information requested by CITY concerning KHRA program including, but not limited to, contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees.
13. **PROJECT TERM.** CITY and KHRA have previously agreed that the project term for this contract is from July 1, 2009 to June 30, 2010. Accordingly, funds allocated by CITY to KHRA can be used to reimburse KHRA for eligible project expenses beginning on July 1, 2009. In no event shall CITY participate in project expenses incurred after June 30, 2010.
14. **REPORTING.** KHRA will submit to the Board of Mayor and Aldermen its quarterly status report setting out how funds allocated by CITY to KHRA assist in carrying out the purpose of the project as described under the terms of this Agreement.

15. **INDEPENDENT CONTRACTOR.** KHRA'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. KHRA is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither KHRA nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by KHRA, or its employees or agents.

16. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** KHRA will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with KHRA'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of KHRA and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to KHRA and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

**KINGSPORT HOUSING AND
REDEVELOPMENT AUTHORITY**

TERRY CUNNINGHAM
Executive Director

CITY OF KINGSPORT

DENNIS R. PHILLIPS
Mayor

ATTEST:

APPROVED AS TO FORM:

JAMES H. DEMMING
City Recorder

J. MICHAEL BILLINGSLEY
City Attorney

AGREEMENT
BETWEEN
THE CITY OF KINGSPORT, TENNESSEE
AND
KINGSPORT THEATRE GUILD

THIS AGREEMENT made and entered into as of this 1st day of July, 2009, by and between the City of Kingsport, hereinafter called "CITY", and the Kingsport Theatre Guild, hereinafter called "THEATRE GUILD".

WITNESSETH:

WHEREAS, THEATRE GUILD is a not-for-profit agency as defined by Tennessee Code Annotated §§6-54-111 and 48-51-101 et seq., and is eligible to receive funds for this purpose; and

WHEREAS, CITY is authorized by Tennessee Code Annotated §6-54-111 et seq. to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, THEATRE GUILD will receive financial assistance from the CITY; and

WHEREAS, the parties desire to set forth the terms and conditions with respect to the use of funds to be provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

1. **PURPOSE OF THE AGREEMENT.** The purpose of this Agreement is to assist THEATRE GUILD in producing and presenting community-wide "Youth Series" productions targeting a young audience and to state the terms and conditions upon which financial assistance will be provided by CITY and the manner in which the project will be carried out by THEATRE GUILD.

2. **DESCRIPTION OF THE PROJECT.**

THEATRE GUILD agrees to produce and present community-wide "Youth Series" productions targeting a young audience during the 2008/2009 theatre season.

3. **MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to THEATRE GUILD under this Agreement will not exceed FIVE THOUSAND DOLLARS (\$5,000).
4. **REQUEST FOR REIMBURSEMENT.** THEATRE GUILD will bill CITY for payment of funds after July 1, 2009, using forms and procedures specified by CITY.
5. **REIMBURSEMENT BY CITY.** CITY will review all billing submitted, however, reimbursement of any cost, not to exceed the amount as shown in paragraph 3, will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.
6. **AUDITS.** The final determination of the amount subject to reimbursement under the terms of this Agreement will be based on an audit conducted by or acceptable to CITY. THEATRE GUILD will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of THEATRE GUILD with regard to the project. Such records will be retained for this purpose for a period of not less than three years. Subsequent to the close of THEATRE GUILD fiscal year for which operating assistance is provided, THEATRE GUILD will furnish a final audit report prepared by a governmental audit agency, or an independent public accountant, which will include at minimum a balance sheet, statement of cash flows, statement of activity and all necessary related footnotes for THEATRE GUILD fiscal year.
7. **ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.** THEATRE GUILD will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. THEATRE GUILD further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.
8. **CHANGES.** Any changes in this Agreement will require a written amendment executed by all parties hereto.
9. **ASSIGNMENT AND SUBLETTING.** THEATRE GUILD will not assign any rights to funds, except as set forth herein, without prior written authorization from CITY.
10. **TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of such termination, THEATRE GUILD will be entitled to receive just and equitable

compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed FIVE THOUSAND DOLLARS (\$5,000).

11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** THEATRE GUILD will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.
12. **ASSURANCES.** THEATRE GUILD hereby assures CITY that THEATRE GUILD is legally entitled to funds from CITY.
13. **OPERATING INFORMATION.** THEATRE GUILD will provide any relevant information requested by CITY concerning THEATRE GUILD's program, including, but not limited to, contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees.
14. **PROJECT TERM.** CITY and THEATRE GUILD have previously agreed that the project term for this contract is from July 1, 2009 to June 30, 2010. Accordingly, funds allocated by CITY to THEATRE GUILD can be used to reimburse THEATRE GUILD for eligible project expenses beginning on July 1, 2009. In no event will CITY participate in project expenses incurred after June 30, 2010.
15. **REPORTING** THEATRE GUILD will submit to the Board of Mayor and Aldermen a bi-annual report setting out how funds allocated by CITY to THEATRE GUILD assist in carrying out the purpose of the project as described under the terms of this Agreement.
16. **INDEPENDENT CONTRACTOR.** THEATRE GUILD'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. THEATRE GUILD is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither THEATRE GUILD nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by THEATRE GUILD, or its employees or agents.
17. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** THEATRE GUILD will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:
 - A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to

or death of persons, or damage to property as a result of, arising out of, or in any manner connected with THEATRE GUILD'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of THEATRE GUILD and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to THEATRE GUILD and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

KINGSPORT THEATRE GUILD

President

CITY OF KINGSPORT

DENNIS R. PHILLIPS
Mayor

ATTEST:

APPROVED AS TO FORM:

JAMES H. DEMMING
City Recorder

J. MICHAEL BILLINGSLEY
City Attorney

AGREEMENT
BETWEEN
THE CITY OF KINGSPORT, TENNESSEE
AND
KINGSPORT TOMORROW, INC.
“COMMUNITY PROGRAM”

THIS AGREEMENT made and entered into as of this 1st day of July, 2009, by and between the City of Kingsport, hereafter called “CITY” and Kingsport Tomorrow, Inc, hereafter called “KINGSPORT TOMORROW”.

WITNESSETH:

WHEREAS, KINGSPORT TOMORROW is a not-for-profit agency as defined by Tennessee Code Annotated §§6-54-111 and 48-51-101 et seq., and is eligible to receive funds for this purpose; and

WHEREAS, CITY is authorized by Tennessee Code Annotated §6-54-111 et seq. to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, KINGSPORT TOMORROW has requested financial assistance pursuant to said state law which CITY has approved; and

WHEREAS, the parties desire to set forth the terms and conditions with respect to the use of funds to be provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

1. **PURPOSE OF THE AGREEMENT.** The purpose of this Agreement is to assist KINGSPORT TOMORROW in improving our community by increased citizen involvement and to state the terms and conditions upon which financial assistance will be provided by CITY and the manner in which the project will be carried out by KINGSPORT TOMORROW.
2. **DESCRIPTION OF THE PROJECT.**
 - A. Kingsport Tomorrow will offer opportunities for citizen input and dialogue about issues in the community.
 - *organize focus groups to identify priorities in areas related to community goals
 - *conduct surveys of citizens as needed
 - *conduct public sessions for dialogue and discussion of priorities identified

by leaders, focus groups and citizen survey

*share results from the process with organizations and community

*encourage organizations to incorporate outcomes into their respective planning processes

- Project teams and task forces will seek citizen input at the appropriate point in their planning
 - *Community Health Improvement Project
 - *Holston River Watershed Alliance
 - *Kingsport Area Senior Center
 - *Sullivan County Coalition for Youth
 - *Lynn Garden Community Caring

B. Kingsport Tomorrow will engage government, business and non-profit partners, along with interested citizens, in the formation and progress of teams working to improve the quality of life for citizens in our greater Kingsport community.

- Water quality improvement team (Holston River Watershed Alliance)
- Regional health improvement team (Community Health Improvement Partnership)
- Prevention and intervention programs for youth at-risk (Sullivan County Coalition For Youth)
- Development of a skate park (Skate Park Development Team)
- Regional network of greenways, trails and parks (Southern Appalachian Greenways Alliance)
- Increased appreciation for diversity
- Model community for seniors (Seniors Council)
- City of Kingsport ARCH (Arts, Recreation, Cultural Heritage) initiative

C. Kingsport Tomorrow will help teams build long-term capacity and sustainability and/or accomplish their defined goals:

- Tri-Cities TN / VA All-America City Partnership (First Tennessee Development District to assume coordination and administration responsibilities)
- South Central Kingsport Community Development Corporation (Weed and Seed Project)

D. Kingsport Tomorrow will mobilize community resources to accomplish shared community vision and goals:

- Involve 500 – 1000 volunteers in projects throughout the year
- Offer opportunities for learning and training for a minimum of 100 volunteers at all levels throughout the year
- Secure \$20,000 or more in financial resources to match local public contributions for projects throughout the year

- Ensure coordination and communication among partnering organizations to encourage shared resources for maximum effectiveness
- E. Kingsport Tomorrow will support the efforts of partnering organizations for the good of the community:
- Support for initiatives of the Sullivan County Economic Development Partnership
 - Support efforts of the Kingsport Convention and Visitors Bureau to promote attractions and events (such as Appalachian Music Festival)
 - Support efforts of the Downtown Kingsport Association, Kingsport Housing Authority and KRIDS to redevelop areas of high potential
 - Support efforts by the United Way of Greater Kingsport to provide funding and resources for health and human services agencies in the community
 - Support efforts by schools and institution of higher education to raise the educational level of our citizens (Regional Center for Applied Technology, K-12 programs, adult literacy and adult education, and early childhood education).
 - Support neighborhood associations throughout the community
3. **MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to KINGSPORT TOMORROW under this Agreement will not exceed TWENTY-THREE THOUSAND DOLLARS (\$23,000).
4. **REQUEST FOR REIMBURSEMENT.** KINGSPORT TOMORROW will bill CITY for the actual net operating costs incurred on a quarterly basis using forms and procedures specified by CITY.
5. **REIMBURSEMENT BY CITY.** CITY will review all quarterly reports, however, reimbursement of any cost, not to exceed the amount as shown in paragraph 3, will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.
6. **AUDITS.** The final determination of the amount subject to reimbursement under the terms of this Agreement will be based on an audit conducted by or acceptable to CITY. KINGSPORT TOMORROW will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of KINGSPORT TOMORROW with regard to the project. Such records will be retained for this purpose for a period of not less than three years. Subsequent to the close of KINGSPORT TOMORROW fiscal year for which operating assistance is provided, KINGSPORT TOMORROW will furnish a final audit report prepared by a governmental audit agency, or an independent public accountant, which will include at minimum a balance sheet, statement of cash flows, statement of activity and all necessary related footnotes for KINGSPORT TOMORROW fiscal year.
7. **ACCOUNTING, RECORD KEEPING & REPORTING REQUIREMENTS.** KINGSPORT TOMORROW will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than

those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. KINGSPORT TOMORROW further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.

8. **CHANGES.** Any changes in this Agreement will require a written amendment executed by all parties hereto.
9. **ASSIGNMENT AND SUBLETTING.** KINGSPORT TOMORROW will not assign any rights to funds without prior written authorization from CITY.
10. **TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least thirty (30) days before the effective date of such termination. In the event of such termination, KINGSPORT TOMORROW will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed TWENTY-THREE THOUSAND DOLLARS (\$23,000).
11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** KINGSPORT TOMORROW will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.
12. **ASSURANCES.** KINGSPORT TOMORROW hereby assures CITY that KINGSPORT TOMORROW is legally entitled to funds from CITY.
13. **OPERATING INFORMATION.** KINGSPORT TOMORROW will provide any relevant information requested by CITY concerning KINGSPORT TOMORROW's program including, but not limited to, contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees.
14. **PROJECT TERM.** CITY and KINGSPORT TOMORROW have previously agreed that the project term for this contract is from July 1, 2009, to June 30, 2010. Accordingly, funds allocated by CITY to KINGSPORT TOMORROW can be used to reimburse KINGSPORT TOMORROW for eligible project expenses beginning on July 1, 2009. In no event will CITY participate in project expenses incurred after June 30, 2010.
15. **REPORTING.** KINGSPORT TOMORROW will submit to the Board of Mayor and Aldermen a bi-annual report setting out how funds allocated by CITY to KINGSPORT TOMORROW assist in carrying out the purpose of the project as described under the terms of this Agreement.
16. **INDEPENDENT CONTRACTOR.** KINGSPORT TOMORROW'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. KINGSPORT TOMORROW is not the agent of the CITY and is not authorized to make

any representation, contract or commitment on behalf of CITY. Neither KINGSPORT TOMORROW nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by KINGSPORT TOMORROW, or its employees or agents.

17. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.

KINGSPORT TOMORROW will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with KINGSPORT TOMORROW'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of KINGSPORT TOMORROW and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to KINGSPORT TOMORROW and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

**KINGSPORT TOMORROW, INC
"COMMUNITY PROGRAM"**

Executive Director

CITY OF KINGSPORT

DENNIS R. PHILLIPS
Mayor

ATTEST:

APPROVED AS TO FORM:

JAMES H. DEMMING
City Recorder

J. MICHAEL BILLINGSLEY
City Attorney

AGREEMENT

Between

THE CITY OF KINGSPORT, TENNESSEE,

And

NETWORKS – SULLIVAN PARTNERSHIP

THIS AGREEMENT made and entered into as of the 1st day of July, 2009, by the City of Kingsport, hereinafter called "CITY" and NETWORKS – Sullivan Partnership, hereinafter called "PARTNERSHIP".

WITNESSETH:

WHEREAS, PARTNERSHIP is a creation of the CITY and other local governments and is a governmental organization and is eligible to receive funds for the purpose contained herein; and

WHEREAS, PARTNERSHIP is created to implement an overall economic development strategic plan for all of Sullivan County with the overall goal to create value added jobs, expand and diversify the economic base and generate increased local tax revenues for the local governments in part by the development of industrial parks; and

WHEREAS, the parties desire to set forth the responsibilities and obligations of the parties in this effort and the terms and conditions with respect to the use of funds provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

I. TERM.

This Agreement will be for a term of twelve months commencing July 1, 2009 through June 30, 2010, subject to other termination provisions in this Agreement. The funds allocated by CITY to PARTNERSHIP can be used to reimburse PARTNERSHIP for eligible project expenses beginning on July 1, 2009. In no event will CITY participate in project expenses incurred after June 30, 2010 without its written consent.

II. SCOPE OF WORK.

A. The scope of work for this Agreement will include implementation by the PARTNERSHIP of an overall economic development strategic plan for all of Sullivan County with the overall goal to create value added jobs, expand and diversify the economic base and generate increased local tax revenues for the local governments, and

the acquisition of land for and the development of industrial parks in Sullivan County, Tennessee.

- B. This Agreement will be implemented in cooperation with the contribution by other members of the PARTNERSHIP currently identified as Sullivan County, Tennessee, City of Bluff City, Tennessee and City of Bristol, Tennessee for the best interest of the citizens of the respective local governments.
- C. Except as otherwise specified in this Agreement, the specific strategies, plans and efforts to provide such services will be determined and implemented by PARTNERSHIP with input from CITY and other members of the PARTNERSHIP.
- D. The parties may make changes as mutually agreed upon in the scope of the work of this Agreement. Such changes will be incorporated in written amendments to this Agreement, and will be consistent with the agreements PARTNERSHIP and the other members of the PARTNERSHIP.
- E. PARTNERSHIP agrees to use its best effort to fulfill the purposes of this agreement and may hire and maintain such qualified personnel as approved in the operating budget to fulfill the responsibilities set forth in this agreement.

III. MONITORING AND REPORTING REQUIREMENTS.

PARTNERSHIP will provide CITY with quarterly written reports due on or before the third Monday of September, December, March and June regarding its progress in the fulfillment of this agreement, and qualified representatives of PARTNERSHIP will appear twice a year, if requested, at the regularly scheduled work session of the Board of Mayor and Aldermen to review the reports and present an update. The report will detail the efforts taken by PARTNERSHIP toward accomplishment of the scope of the work outlined in Section II herein, as well as a statement of other efforts and accomplishments within the scope of the Agreement not specifically included within that section. In the same report PARTNERSHIP assess the impact their efforts have had on the economic development efforts in Sullivan County, Tennessee.

IV. COMPENSATION.

- A. CITY will pay PARTNERSHIP up to Two Hundred Fifteen Thousand Two Hundred Dollars (\$215,200) annually for services provided under this agreement as described in Section II Scope of Work.
- B. CITY will pay the PARTNERSHIP one quarter of CITY's annual budgeted amount at the beginning of each quarter.
- C. PARTNERSHIP will send CITY reports of the actual net operating cost on a quarterly basis at the same time the reports required in Section III are issued. The reports will

be provided in a format that is generally compatible with quarterly budget line item reports used by city departments.

- D. CITY will review all quarterly reports, however, reimbursement of any cost pursuant to this Section will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.
- E. The final determination of the amount subject to reimbursement under the terms of this Agreement will be based on an audit conducted by or acceptable to CITY. PARTNERSHIP will permit CITY or its representatives at all times to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of PARTNERSHIP. Such records will be retained for this purpose for a period of not less than three years. Subsequent to the close of PARTNERSHIP's fiscal year for which operating assistance is provided, PARTNERSHIP will furnish a final audit report prepared by a governmental audit agency, or an independent public accountant, which will include at minimum a statement of revenue, expense and any changes in financial position for PARTNERSHIP's fiscal year.
- F. PARTNERSHIP will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. PARTNERSHIP further agrees to submit to CITY a copy of any audited report that is submitted to the State, if any.

V. ASSIGNMENT, SUBCONTRACTING OR ACQUISITION OF CONSULTANTS.

PARTNERSHIP will not assign or subcontract any portion of this agreement without the prior written approval of CITY. PARTNERSHIP will not assign any rights to funds provided herein without the prior written approval of CITY.

VI. CHANGED CONDITIONS AFFECTING PERFORMANCE.

PARTNERSHIP will immediately notify CITY of any change in conditions or of any other event that may significantly affect its ability to perform the project in accordance with the provisions of this agreement.

VII. STAFFING.

- A. PARTNERSHIP will pay its employees under this Agreement at least the Federal Minimum Wage.

B. In carrying out the work of this agreement, PARTNERSHIP will not discriminate against any employee or applicant for employment because of race, color, religion, creed, gender, national origin, age, disability or any other legally protected status.

VIII. TERMINATION OF AGREEMENT FOR CAUSE.

If, through any cause, PARTNERSHIP fails to fulfill in a timely and proper manner the obligations of this agreement, or if PARTNERSHIP violates any of the covenants, agreements, or stipulations of this agreement, CITY will thereupon have the right to terminate this agreement. If CITY is entitled to terminate this agreement for cause, as a condition precedent to the exercise of such right the CITY will give PARTNERSHIP written notice specifying such default and PARTNERSHIP will have right to cure the specified default within thirty (30) calendar days after service of such notice. If the default is not cured within that time CITY may upon three (3) days written notice to the other parties terminate this agreement on a date certain. All payments by CITY to PARTNERSHIP will be suspended until the default is cured if the default is in part caused by PARTNERSHIP, and PARTNERSHIP will not be entitled to further payment if the agreement is terminated pursuant to this paragraph, if the default is in part caused by PARTNERSHIP.

IX. EXTENSION OF AGREEMENT.

The parties may extend this agreement for subsequent years subject to any applicable negotiated changes.

X. OPERATING INFORMATION.

The parties agree to respond to inquiries made by designated representatives of the parties or their designees in a timely fashion. CITY designates the City Manager as its representative for this Agreement. PARTNERSHIP designates its CEO as its representative for this Agreement. PARTNERSHIP will provide any relevant information requested by CITY concerning the economic development program of PARTNERSHIP, including, but not limited to contracts for third party financial arrangements, annual financial statements, and audit reports, schedules and fees.

XI. ASSURANCES.

PARTNERSHIP hereby assures CITY that PARTNERSHIP is legally entitled to funds from CITY.

XII. REPORTING.

PARTNERSHIP will submit to the Board of Mayor and Aldermen a bi-annual report setting out how funds allocated by CITY to PARTNERSHIP assist in carrying out the scope of work and purpose of the project as described under the terms of this Agreement.

**NETWORKS-SULLIVAN
PARTNERSHIP**

RICHARD S. VENABLE
CEO

CITY OF KINGSPORT, TENNESSEE

ATTEST:

JAMES H. DEMMING
City Recorder

DENNIS R. PHILLIPS
Mayor

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY
City Attorney

CITY OF KINGSPORT, TENNESSEE

AND

SULLIVAN COUNTY HUMANE SOCIETY, INC.

OPERATIONAL AGREEMENT

THIS AGREEMENT made and entered into as of this 1st day of July, 2009, by and between the City of Kingsport, hereinafter called "CITY", and the Sullivan County Humane Society, Inc., dba as the Humane Society of Greater Kingsport, hereinafter called "HUMANE SOCIETY".

WITNESSETH:

WHEREAS, HUMANE SOCIETY desires to enter into an Agreement with CITY whereby HUMANE SOCIETY will, subject to the terms and conditions of this Agreement, provide this service; and,

WHEREAS, CITY by and through its duly elected officials and officers, desires to provide for an animal control program and animal shelter for the City of Kingsport and its residents; and

WHEREAS, HUMANE SOCIETY, for the past several years, has provided this service for the CITY under the terms and conditions of a separate written agreement between the parties, whereby HUMANE SOCIETY will provide certain services for the City of Kingsport and its residents; and

WHEREAS, except for a Lease between the parties concerning the real property on which the HUMANE SOCIETY building is located, CITY and HUMANE SOCIETY wish to substitute this written agreement for any previous written Agreement or agreements between the parties, it is, therefore, understood by and between the parties that any such previous agreements will be terminated at the time of the execution of this Agreement and that the relationship of the parties will hereafter be governed by the terms of this Agreement; and,

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

SECTION 1. PURPOSE OF THE AGREEMENT.

The purpose of this Agreement is to provide an Animal Control/Shelter Program for the CITY and to state the terms and conditions upon which financial assistance will be provided by CITY and the manner in which the project will be carried out by HUMANE SOCIETY.

SECTION 2. DESCRIPTION OF THE PROJECT.

HUMANE SOCIETY agrees as follows:

- A. Provide shelter, food and housing for lost, stray and unwanted animals. It is the intention and understanding of the parties that HUMANE SOCIETY will continue the operation of the Animal Control/Shelter Program as it exists in the City of Kingsport as of the date of this Agreement, except as altered or amended by this Agreement. In no event will the quality or quantity of services be decreased except by express written consent of CITY and agreed upon by the HUMANE SOCIETY.
- B. Maintain regular hours of operation at its premises, such hours being open to the public at a minimum of four (4) hours per weekday in the afternoon, and four (4) hours on weekends, either morning or afternoon at the discretion of the HUMANE SOCIETY. HUMANE SOCIETY will have the option to close the facility on the following holidays: Thanksgiving Day, Christmas Day, New Years Day, Good Friday, Easter, Memorial Day, the Fourth of July and Labor Day. The facility may also be closed due to bad weather, power outages, or other unusual occurrences.
- C. Provide and be responsible for, all personnel, including a Manager for the animal shelter and animal adoption program, and to assist in the CITY'S animal control program. The Manager will be an employee of HUMANE SOCIETY and will not for any purpose be considered to be an employee of the CITY. The salary of the Manager will be paid by HUMANE SOCIETY. The Manager will be responsible for the day-to-day operation and maintenance of the animal shelter and animal control program, and will be responsible for the efficient and appropriate operation of these programs. In the event the Manager does not adequately provide for the efficient and appropriate operation of these programs, CITY may, at its option, require that the Manager be replaced, or CITY may require other reasonable steps be taken to remedy the situation. Failure of HUMANE SOCIETY to take appropriate steps as requested by CITY in such event will constitute grounds for termination of this Agreement.
- D. Provide and be responsible for at least one trained assistant to be present with the Manager at all times during the operation of the Animal Control/Shelter Program. At least two trained assistants, paid or volunteer, will be present to assist the public when the shelter is open to the public and the Manager is not on duty.
- E. Keep the facility safe, secure, clean and orderly at all times, including both the building and grounds in accordance with the CITY'S manual for operation of the Animal Control/Shelter Program.

- F. Admit animals to the facility on a daily basis, except on those holidays when the shelter may be closed as provided above. HUMANE SOCIETY will accept animals brought to the shelter by residents of the City of Kingsport and will avoid accepting animals from outside the City of Kingsport, referring Sullivan County residents to the Sullivan County animal shelter. HUMANE SOCIETY will allow access to the facility for CITY Animal Control Officers for after-hours or emergency admissions to the shelter.
- G. Animal Control Officers, during normal working hours, will be available to release animals to their owners that are being held by Animal Control Officers for violations of CITY codes. When Animal Control Officers are unavailable, HUMANE SOCIETY may release to owners making a claim, any animal placed in the shelter by Animal Control Officers, provided that the owner completes a form, provided by CITY, which states their ownership, their name and address, and is signed by them. Said completed form will be forwarded to the Animal Control Officers for follow-up prosecution of violations of animal control laws. Exception: Animal Control Officers may require HUMANE SOCIETY to hold animals until the owner makes personal contact with the Animal Control Officer in regard to aggravated offenders when the previous procedure has proven inadequate in identification and prosecution of habitual offenders of animal control laws.
- H. Adhere to all of CITY's administrative procedures as are now prescribed in CITY's manual for operation of CITY's Animal Control/Shelter Program.
- I. Carry out the necessary adoption procedure for animals as outlined in CITY's manual for operation of the Animal Control/Shelter Program.
- J. Provide a continuing community-wide educational program to familiarize the public with the Animal Control/Shelter Program.
- K. Maintain an animal lost and found service.
- L. Maintain appropriate administrative records.
- M. Prepare a monthly administrative report for CITY which will include the following information: number of animals placed at the shelter in the month, number of adoptions, number of animals reclaimed by owners, number of animals euthanized, number of injured animals picked up, number of animals remaining at the shelter, and all monetary transactions for the month. In addition, HUMANE SOCIETY will make available to CITY any other information regarding the activities of HUMANE SOCIETY carried out pursuant to this Agreement, at reasonable times upon request by CITY.

- N. Provide assistance to the Animal Control Officers in the investigation of animal cruelty and abandonment reports within the City of Kingsport. Provide assistance and aid in the prosecution of all charges of animal cruelty and abandonment (records, Veterinarian treatment, charges etc.).
- O. Provide information on animals brought to the shelter to a newspaper of general circulation within the CITY.
- P. Encourage adoption through appropriate news media, including "Pet of the Week" features, stories and interviews.
- Q. Provide for the training of assistants to work at the shelter.
- R. Abide by all local, state and federal laws, and regulations which may be applicable to the operation of the program herein provided for.

SECTION 3. RESPONSIBILITY FOR EXPENSES.

It is understood and agreed by the parties that HUMANE SOCIETY is to be self-sustaining financially. Specifically, but without limitation, HUMANE SOCIETY will be responsible for the following expenses:

- A. HUMANE SOCIETY will pay for all food for the animals in the program.
- B. HUMANE SOCIETY will pay all utility charges, such as electricity, water, and phone.
- C. HUMANE SOCIETY will perform all necessary cleaning and janitorial functions, and will be responsible for providing the necessary cleaning supplies and equipment, and personnel at its own expense. HUMANE SOCIETY will, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or that may hereafter be in force relating to or affecting the condition, use or occupancy of its premises.
- D. HUMANE SOCIETY will perform, and bear the expense for all euthanasia and CITY will assume responsibility for final disposal of animals. HUMANE SOCIETY will establish a standard time and date for euthanized animal pick-ups by Animal Control Officers.
- E. Except as otherwise provided herein, HUMANE SOCIETY will make arrangements for and bear the expenses of all necessary veterinary services.

- F. CITY will bear expense of all wild animals brought to the shelter for euthanasia or veterinary services. The HUMANE SOCIETY will be responsible for domesticated animals.

- G. All animals which are placed in the shelter which are not subsequently reclaimed by owner within five (5) days will become the property of HUMANE SOCIETY. HUMANE SOCIETY will then have five (5) additional days for adoption of animals. At the end of ten (10) full days, HUMANE SOCIETY will euthanize the animals unless, in some instances, the animals are of good breeding, character, non-violent and in good health, and the HUMANE SOCIETY can show justification to the Chief of Police or his designee, the animal can be held for an extended period thereafter determined by an agreement between HUMANE SOCIETY and the Kingsport Police Department for the purpose of adoption but not to exceed a total period of three weeks (21 days). The decision to hold animals of this nature will only be merited on space availability. It is agreed that no animals will be sold or released to research or experimental labs. Wild dogs and cats, not suitable for adoption may be immediately destroyed following the waiting period or upon meeting the requirements of City Ordinance 14-96 be destroyed immediately.

SECTION 4. MAINTENANCE.

CITY will be responsible for major maintenance and upkeep of the roof and structural portions of the premises, including plumbing, heating/air conditioning and electrical systems, and replacement of deteriorated portions affected by normal use. Exception is made for damage caused by HUMANE SOCIETY, its employees and agents. HUMANE SOCIETY will be responsible for routine maintenance and upkeep, including interior paint and trim and other routine interior cleaning. CITY will designate a contact person to coordinate repairs.

SECTION 5. SERVICES.

CITY agrees to continue its Animal Control Officer services, and CITY expressly agrees and understands that this agreement in no way modifies its rights and responsibilities with respect to its Animal Control Officers, who are CITY employees and not HUMANE SOCIETY employees or agents. It is agreed by the parties that CITY Animal Control Officers will pick up stray animals within the City of Kingsport and deliver them to HUMANE SOCIETY premises. Animal Control Officers will respond to injured and abandoned animal reports and will investigate, with the assistance of the HUMANE SOCIETY, reports of cruelty to animals as set out in state and local laws. However, the HUMANE SOCIETY will be responsible for related veterinarian expenses. HUMANE SOCIETY will respond to injured animal calls after Animal Control Officers normal working hours, and will transport such animals to HUMANE SOCIETY premises or to a veterinarian, as appropriate, and will be responsible for related veterinarian expenses.

SECTION 6. MAXIMUM PAYMENT.

It is expressly understood and agreed that the total amount to be paid by CITY to HUMANE SOCIETY under this Agreement will not exceed THIRTY-SIX THOUSAND DOLLARS (\$36,000).

SECTION 7. REQUEST FOR PAYMENT.

HUMANE SOCIETY will bill CITY monthly and upon receipt of said bill, CITY will make twelve (12) payments in the amount of THREE THOUSAND DOLLARS (\$3,000).

SECTION 8. PAYMENT BY CITY.

Payments made pursuant to this Agreement will not constitute a final determination by CITY of the allowability of any costs and will not constitute a waiver of any violation of the terms of the Agreement.

SECTION 9. AUDITS.

It is understood and agreed that all funds derived by HUMANE SOCIETY from the operation of the Animal Control/Shelter Program will be retained by HUMANE SOCIETY except fines for violation of City Ordinance to be retained by CITY. Fines from State Courts will be distributed according to TCA 39-14-210d. HUMANE SOCIETY may set adoption and reclamation fees at its discretion, subject to review by the Chief of Police. HUMANE SOCIETY expressly agrees to submit to CITY, on an annual basis, an independent audit of HUMANE SOCIETY's expenditures and revenues and any changes in financial position for HUMANE SOCIETY fiscal year incurred during CITY's fiscal year. CITY will have the right and authority to make any investigation or inspection of the property, equipment, work, materials, payrolls, items utilized by HUMANE SOCIETY in its daily operation of the Animal Control/Shelter Program, and to inspect the books of HUMANE SOCIETY at all reasonable times upon proper notice.

SECTION 10. ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.

HUMANE SOCIETY will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. HUMANE SOCIETY further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State.

SECTION 11. LIABILITY.

HUMANE SOCIETY agrees to hold CITY harmless from any liability of any kind or nature whatsoever which may in any way result from any activities of HUMANE SOCIETY, or any of its agents, employees, or any person, firm or corporation utilizing the premises or the services of HUMANE SOCIETY. Specifically, but without limitation, HUMANE SOCIETY agrees to the following:

A. HUMANE SOCIETY will provide workers compensation insurance for its employees or other appropriate individuals operating upon the premises. It is further understood by and between the parties that the HUMANE SOCIETY director, and any other employees, volunteers or agents of HUMANE SOCIETY, will not be considered agents or employees of CITY, but will be solely under the direct control and supervision of HUMANE SOCIETY, an independent contractor, under the terms of this Agreement.

B. HUMANE SOCIETY will furnish liability insurance, specifically naming CITY as an additional insured, to defend, indemnify and save harmless CITY from any and all claims and suits for injuries to person or property arising in any way out of the performance of the Agreement, the use of the premises, or caused in any way by the acts or omissions of HUMANE SOCIETY, its agents, employees and representatives, including volunteer workers. HUMANE SOCIETY will obtain and maintain in effect at all times said liability insurance in amounts and coverages approved by CITY, within its sole discretion, and will present proof of such insurance to CITY.

C. HUMANE SOCIETY will maintain liability, fire, and other related insurance upon the contents of the building or buildings upon the premises, and CITY will have no responsibility thereof. In case of extensive damage by fire or other casualty to the building or buildings upon the premises, CITY will have the option to terminate this Agreement.

SECTION 12. INDEPENDENT CONTRACTOR.

HUMANE SOCIETY'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. HUMANE SOCIETY is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither HUMANE SOCIETY nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by HUMANE SOCIETY, or its employees or agents.

SECTION 13. CHANGES.

The provisions of this Agreement will not be modified except by a written amendment executed by all parties hereto. The CITY agrees to allow the HUMANE SOCIETY to have input

into alterations on amendments to the manual for operation of the Animal Control/Shelter Program.

SECTION 14. ASSIGNMENT AND SUBLETTING

HUMANE SOCIETY may not assign this Agreement without the express written consent of CITY.

SECTION 15. TERMINATION.

This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. Additionally, in the event of repeated violations of or failures to adequately fulfill this agreement on the part of HUMANE SOCIETY, CITY may within its sole discretion, terminate this Agreement. The parties will meet and discuss the terms of a possible successor agreement, commencing ninety (90) days before this Agreement terminates.

SECTION 16. CHANGED CONDITIONS AFFECTING PERFORMANCE.

HUMANE SOCIETY will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the project in accordance with the provisions of this Agreement.

SECTION 17. ASSURANCES.

HUMANE SOCIETY hereby assures CITY that HUMANE SOCIETY is legally entitled to funds from CITY.

SECTION 18. OPERATING INFORMATION.

HUMANE SOCIETY will provide any relevant information requested by CITY concerning HUMANE SOCIETY's program including, but not limited to, contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees. When this Agreement requires written permission from the CITY, the Chief of Police is the individual that may grant such permission.

SECTION 19. PROJECT TERM.

The term of this Agreement will be one (1) year, commencing upon the day and date above written.

SECTION 20. MISCELLANEOUS.

This written Agreement represents the entire Agreement of the parties, except for a lease between the parties concerning the real property on which the HUMANE SOCIETY building is

located, and except as set out herein, any prior Agreements, understandings, statements or negotiations are merged herein. This Agreement will be binding upon the parties and their respective successors and assigns.

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

CITY OF KINGSPORT, TENNESSEE

SULLIVAN COUNTY HUMANE SOCIETY, INC.

DENNIS R. PHILLIPS
Mayor

President

ATTEST:

JAMES H. DEMMING
City Recorder

Secretary

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY
City Attorney

AGREEMENT
BETWEEN
THE CITY OF KINGSPORT, TENNESSEE
AND
SYMPHONY OF THE MOUNTAINS

THIS AGREEMENT made and entered into as of this 1st day of July, 2009, by and between the City of Kingsport, hereinafter called "CITY", and Symphony of the Mountains, hereinafter called "SYMPHONY".

WITNESSETH:

WHEREAS, SYMPHONY is a not-for-profit agency as defined by Tennessee Code Annotated §§6-54-111 and 48-51-101 et seq., and is eligible to receive funds for this purpose; and

WHEREAS, CITY is authorized by Tennessee Code Annotated §6-54-111 et seq. to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, SYMPHONY will receive financial assistance from the CITY; and

WHEREAS, the parties desire to set forth the terms and conditions with respect to the use of funds to be provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

1. **PURPOSE OF THE AGREEMENT.** The purpose of this Agreement is to fund a concert chair for SYMPHONY and to state the terms and conditions upon which financial assistance will be provided by CITY and the manner in which the project will be carried out by SYMPHONY.

2. **DESCRIPTION OF THE PROJECT.**

SYMPHONY agrees to fund a concert chair for the Symphony of the Mountains Association of Kingsport in the amount of FIVE THOUSAND DOLLARS (\$5,000).

3. **MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to

be paid by CITY to SYMPHONY under this Agreement will not exceed FIVE THOUSAND DOLLARS (\$5,000).

4. **REQUEST FOR REIMBURSEMENT.** SYMPHONY will bill CITY for payment of funds after July 1, 2009, using forms and procedures specified by CITY.
5. **REIMBURSEMENT BY CITY.** CITY will review all billing submitted, however, reimbursement of any cost, not to exceed the amount as shown in paragraph 3, will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.
6. **AUDITS.** The final determination of the amount subject to reimbursement under the terms of this Agreement will be based on an audit conducted by or acceptable to CITY. SYMPHONY will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of SYMPHONY with regard to the project. Such records will be retained for this purpose for a period of not less than three years. Subsequent to the close of SYMPHONY fiscal year for which operating assistance is provided, SYMPHONY will furnish a final audit report prepared by a governmental audit agency, or an independent public accountant, which will include at minimum a balance sheet, statement of cash flows, statement of activity and all necessary related footnotes for SYMPHONY fiscal year.
7. **ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.** SYMPHONY will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. SYMPHONY further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.
8. **CHANGES.** Any changes in this Agreement will require a written amendment executed by all parties hereto.
9. **ASSIGNMENT AND SUBLETTING.** SYMPHONY will not assign any rights to funds, except as set forth herein, without prior written authorization from CITY.
10. **TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of such termination, SYMPHONY will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed FIVE THOUSAND DOLLARS (\$5,000).

11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** SYMPHONY will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.
12. **ASSURANCES.** SYMPHONY hereby assures CITY that SYMPHONY is legally entitled to funds from CITY.
13. **OPERATING INFORMATION.** SYMPHONY will provide any relevant information requested by CITY concerning SYMPHONY's program, including, but not limited to, contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees.
14. **PROJECT TERM.** CITY and SYMPHONY have previously agreed that the project term for this contract is from July 1, 2009 to June 30, 2010. Accordingly, funds allocated by CITY to SYMPHONY can be used to reimburse SYMPHONY for eligible project expenses beginning on July 1, 2009. In no event will CITY participate in project expenses incurred after June 30, 2010.
15. **REPORTING.** SYMPHONY will submit to the Board of Mayor and Aldermen a bi-annual report setting out how funds allocated by CITY to SYMPHONY assist in carrying out the purpose of the project as described under the terms of this Agreement.
16. **INDEPENDENT CONTRACTOR.** SYMPHONY'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. SYMPHONY is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither SYMPHONY nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by SYMPHONY, or its employees or agents.
17. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** SYMPHONY will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:
 - A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with SYMPHONY'S performance under the terms of this Agreement,

excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of SYMPHONY and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to SYMPHONY and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

SYMPHONY OF THE MOUNTAINS

President

CITY OF KINGSPORT

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 Awarding the Bid for Produce Items for the City of Kingsport School Food and Nutrition Program to Simply Fresh Produce Company and Authorizing the Mayor to Sign all Applicable Documents

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

Action Form No.: AF-180-2009
 Work Session: June 1, 2009
 First Reading: N/A

Final Adoption: June 2, 2009
 Staff Work By: Committee
 Presentation By: S. Crawford

Recommendation: Approve the resolution.

Executive Summary: Bids were opened May 20, 2009 for produce items to establish a continual supply of 69 items for use by the City of Kingsport School Nutrition Program. It is recommended to accept the bid from Simply Fresh Produce Co. in the amount of \$ 173,000.00 for the time period of July 1, 2009 – June 30, 2010. The bid documents include a renewal option on an annual basis in (1) year increments up to (4) additional years providing all terms, conditions and cost are acceptable to both parties.

Funding will be provided from the School Food and Nutrition Program.

Attachments:

1. Resolution
2. Bid Minutes

Funding source appropriate and funds are available: _____

	<u>Y</u>	<u>N</u>	<u>O</u>
Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Shull	—	—	—
Shupe	—	—	—
Phillips	—	—	—

RESOLUTION NO. _____

A RESOLUTION AWARDING THE BID FOR THE SUPPLY OF PRODUCE ITEMS FOR USE BY THE KINGSPORT CITY SCHOOL SYSTEM SCHOOL NUTRITION PROGRAM TO SIMPLY FRESH PRODUCE COMPANY AND AUTHORIZING THE MAYOR TO EXECUTE ALL APPLICABLE DOCUMENTS

WHEREAS, bids were opened May 20, 2009, for the supply of produce items for use by the Kingsport City School System School Nutrition Program; and

WHEREAS, upon review of the bids, the board finds Simply Fresh Produce Company is the lowest responsible compliant bidder in the best interest and advantage to the city, and the City of Kingsport desires to enter into an agreement with Simply Fresh Produce Company for the produce at a cost of \$173,000.00 for the period July 1, 2009 through June 30, 2010 with the option to renew for an additional one year period subject to acceptance of terms, conditions and cost; and

WHEREAS, funding is provided in the Kingsport City School System School Food and Nutrition Program budget.

Now therefore,

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

SECTION I. That the bid for the supply of produce items for use by the Kingsport City School System School Nutrition Program at a cost of \$173,000.00 for the period July 1, 2009 through June 30, 2010 with the option to renew for an additional one year period subject to acceptance of terms, conditions and cost is awarded to Simply Fresh Produce Company.

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, an agreement, and all other applicable documents necessary and proper to effectuate the agreement, with Simply Fresh Produce Company for the supply of produce items for use by the Kingsport City School System School Nutrition Program.

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

ADOPTED this the 2nd day of June, 2009.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES
 BID OPENING
 May 20, 2009
 4:00 P.M.

Present: Sandy Crawford, Procurement Manager; and Eddie Page, Assistant Procurement Manager Schools

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

The Procurement Manager opened with the following bids:

PRODUCE – SCHOOL NUTRITION		
	Vendor:	Simply Fresh Produce Co.
Item	Product Description:	Unit Price
1	Apples, Red Delicious, Tray Pack	\$32.00
2	Apples, Golden Delicious, Tray Pack	\$32.00
3	Apples, Granny Smith, Tray Pack	\$32.00
4	Bananas	\$0.50
5	Bananas, plantain	\$1.50
6	Blackberries	\$2.00
7	Blueberries	\$2.83
8	Broccoli	\$1.64
9	Broccoli, Florette	\$2.40
10	Broccoflower	\$2.85
11	Cabbage, Green	\$0.28
12	Cabbage, Red	\$0.75
13	Carrots	\$0.50
14	Carrots, Mini Peeled	\$1.02
15	Carrots, Mini Peeled, ind 3 oz bags	\$0.30
16	Cauliflower	\$2.00
17	Cauliflower, Florette	\$3.00
18	Celery	\$1.90
19	Celery, hearts	\$2.35
20	Clementines, mandarins	\$30.00
21	Coconut	\$3.00
22	Cranberries	\$1.50
23	Cucumbers	\$0.85
24	Endive	\$1.70
25	Grapes, Seedless, White	\$1.61
26	Grapes, Seedless, Black	\$1.80
27	Grapes, Seedless, Red	\$1.61
28	Guava	\$4.00
29	Jicama	\$1.50
30	Kale	\$16.00
31	Kiwi	\$0.42
32	Lemons	\$0.25
33	Lettuce	\$1.13
34	Lettuce, Chopped	\$0.80
35	Lettuce, Shredded	\$0.80

PRODUCE - SCHOOL NUTRITION		
Item	Vendor: Product Description:	Simply Fresh Produce Co. Unit Price
36	Lettuce, Romaine	\$2.43
37	Mangos	\$1.40
38	Mushrooms, whole	\$1.50
39	Nectarines, 88-96 CT	\$0.41
40	Onions, Yellow, Medium	\$0.49
41	Onions, Green	\$7.50
42	Oranges, Florida	\$26.00
43	Papaya	\$2.45
44	Parsley	\$0.45
45	Peaches	\$0.40
46	Pears	\$46.00
47	Peppers, green	\$1.20
48	Peppers, red	\$1.95
49	Peppers, orange	\$2.00
50	Pineapple	\$3.00
51	Plums	\$32.00
52	Pomegranate	\$2.85
53	Potatoes, Baking	\$25.00
54	Potatoes, Baking	\$0.50
55	Radishes	\$0.75
56	Raspberries	\$2.67
57	Salsa, fresh, mild, 10oz	\$3.00
58	Salad Mix (lettuce, carrots, cabbage)	\$0.80
59	Spinach, baby	\$2.40
60	Starfruit	\$1.50
61	Strawberries	\$2.40
62	Tangerines	\$23.00
63	Tomatoes, 25#, 6x6	\$1.12
64	Tomatoes, 25#, 5x6	\$1.12
65	Tomatoes, Cherry	\$2.17
66	Watermelon	\$6.50
67	Cantaloupe, 12 count	\$2.00
68	Canary Melon	\$4.00
69	Honeydew, 8 count	\$3.00

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



AGENDA ACTION FORM

Consideration of Appointments to Kingsport Tree Advisory Board

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

Action Form No.: AF-162-2009
 Work Session: June 1, 2009
 First Reading: June 2, 2009
 Final Adoption: June 2, 2009
 Staff Work By: Lewis A. Bausell
 Presentation By: Lewis A. Bausell

Recommendation: Approve Appointments

Executive Summary:

The Kingsport Tree Advisory Board was established in July of 1995 to advise the Board of Mayor and Aldermen on issues involving the proper management of Kingsport's Urban Forest. As per the Tree Board's By-laws, "Vacancies occurring on the Tree Board will be filled by the Board of Mayor and Aldermen with recommendations by the Tree Board". Therefore, the Kingsport Tree Advisory Board recommends that **F. David Petke, Christine Barger, Brandon Lemmons, & Dave Burke** be considered for reappointment to the Kingsport Tree Advisory Board until June 30, 2011. The Tree Advisory Board also recommends that **Lee Norrell** be considered for appointment to the Tree Advisory Board until June 30, 2010.

Attachments:

1. Bio on F. David Petke
2. Bio on Christine Barger
3. Bio on Brandon Lemmons
4. Bio on Dave Burke
5. Bio on Lee Norrell

Funding source appropriate and funds are available: NA

	<u>Y</u>	<u>N</u>	<u>O</u>
Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Shull	—	—	—
Shupe	—	—	—
Phillips	—	—	—

Biographies for Tree Advisory Board Appointment Consideration

F. David Petke
5405 Heritage Lane
Kingsport, TN 37664
(423) 288-3454

F. David Petke has lived in Kingsport for over 40 years. He worked at both Eastman Chemicals Division (Kodak) and Eastman Chemical Company for 31 years and retired in December, 1999. He and his wife Sharon have four grown children and are both members of Waverly Road Presbyterian Church as well as Elders. In the community, he has been involved in the past with Boy Scouts for 29 years and graduated in 2006 from Leadership Kingsport's ENCORE! program for seniors. He is a certified as a Tennessee Master Gardener and has participated in the Kingsport Tree Keeper Programs.

Christine Barger
2316 Norwich Place
Kingsport, TN 37660

Christine Barger lives in Kingsport and is a master Gardener and has participated in the Kingsport Tree Keeper Programs. She is also active in the Second Harvest Food Bank and Tsunami Relief Organizations.

Brandon Lemmons
P.O. Box 6113
Kingsport, TN 37663

Brandon Lemmons is an employee of the Tennessee Division of Forestry. Some of his main job responsibilities are forest fire suppression and forest management. He has been the lead trapper in the monitoring of gypsy moths for Eastern Tennessee Counties for several years.

David Burk
217 Lonewood Dr.
Kingsport, TN 37664
(423)230-2031

David Burk graduated from Ohio State University with a BS in forestry. He has worked for various companies managing vegetation along power distribution right of ways. He is currently employed by ACRT and oversees the forestry program for AEP in the Kingsport and Scott County areas.

Lee Norrell
254 Hammond Ave.
Kingsport, TN 37660
(423)914-7547

Lee Norrell has lived in Kingsport for over 44 years. He is retired chemical engineer from Eastman Chemical. He has expressed an interest in trees and is will be serve if appointed.



AGENDA ACTION FORM

Consideration of Approval by the Mayor for Reappointment of Susan Krein, and Appointments of Michael Locke, Matt Kilgore and Ted Salyers to the Parks and Recreation Advisory Committee.

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

Agenda Form No.: AF-152-2009
 Work Session: June 1, 2009
 First Reading: June 2, 2009

Final Adoption: June 2, 2009
 Staff Work: Kitty Frazier
 Presentation: Chris McCartt/Kitty Frazier

Recommendation:

Approve the reappointment of Susan Krein and the new appointments of Michael Locke, Matt Kilgore, and Ted Salyers to the Parks and Recreation Advisory Committee. Terms for these appointments will be July 1, 2009 thru June 30, 2012.

Executive Summary:

The Parks and Recreation Advisory Committee is essential for the delivery of quality community recreation programs and facilities. The committee currently has four vacancies which require appointments.

Attachments:

1. Susan Krein's Bio
2. Michael Locke's Bio
3. Matt Kilgore's Bio
4. Ted Salyers' Bio

	<u>Y</u>	<u>N</u>	<u>O</u>
Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Shull	—	—	—
Shupe	—	—	—
Phillips	—	—	—

Susan Krein

Susan grew up in Cincinnati, Ohio. She graduated from Walnut Hills High School. Since 1989 Susan and her husband have lived in Kingsport and have 2 daughters. Susan is on the steering committee for the Netherland Inn Association. Susan is a substitute teacher and tutor's students in advanced math. She also works part time at Flowers by CooperCreek. She is currently an active member of the Kingsport Dog Park Association Board of Directors and was instrumental in creating Dogwood Park.

MICHAEL LOCKE

1401 Linville Street
Kingsport, TN 37664
423.378.1944

Owner/Proprietor – *Hot Dog Hut*

(est. 1977-2009)
1025 E. Sullivan Street
Kingsport, TN 37660
423.245.5731

Michael Locke, 56 years old, owns and operates the Hot Dog Hut and has franchises in Gray, Colonial Heights, and on John B. Dennis Highway. A 1971 graduate of Dobyys-Bennett High School, Mr. Locke attended Walters State Community College.

Mr. Locke served as a state representative for District 2 during the 2002 legislative session.

Some of his community activities include:

- At the age of 40, Mr. Locke was instrumental in re-establishing the Young Republicans of Sullivan County, serving as secretary/ treasurer
- Served as secretary/treasurer of Keith Westmoreland's campaigns during his term as county executive and state representative from 1986-2002
- Serve as a member of the downtown Kingsport Weed and Seed Program
- Served as past-president of Dobyys-Bennett Quarterback Club in 1985-1986
- Served as a member of City of Kingsport board that designated the roundabout streets in Kingsport

He is married to the former Debbie Sanders and they have one son, Hunter. He and his family attend Vermont Methodist Church but his home church is Calvary Baptist Church.

Matt Kilgore is a Kingsport native and graduate of Dobyys-Bennett High School. At DB, Matt lettered in baseball 3 years and was the starting catcher for Mike Ritz's team. Matt received All Conference twice and All Region once and helped lead The Tribe to a 3rd place finish in the state his senior year, 1992, after which time he was drafted by the Philadelphia Phillies baseball club.

Forgoing the opportunity at a professional career in baseball, Matt signed a baseball scholarship with Lincoln Memorial University and later transferred to Carson-Newman College in 1993. At Carson-Newman, Matt lettered twice and was voted Most Dedicated, Best Sportsmanship and Captain by his teammates.

Matt graduated from Carson-Newman College in 1996 with a B.S. Degree in Business Management/Marketing. In November 1997, Matt married Allyson (Barger) Kilgore, of Morristown, TN and they returned "back home" to Kingsport in 1998 when Matt took a job with the KCVB and Chamber of Commerce.

Matt's current profession in pharmaceutical sales began in 2000. He worked for Aventis Pharmaceuticals where he won the prestigious Presidents Club award in 2005. In September 2007, Matt began working as a diabetes care specialist for Novo Nordisk and in his first year was honored with the Circle of Excellence Award.

Matt and Allyson have been blessed with two sons. Taylor, 6, attends Thomas Jefferson Elementary and Tanner, 4, attends FBC First Friends preschool. Matt is currently coaching Taylor's t-ball team in the Kingsport Parks and Recreation. The Kilgore family actively attends First Baptist Church – Church Circle, where Matt serves as a deacon, teaches youth Sunday School and has served on several other committees.

Ted A. Salyers
1005 Allandale Circle
Kingsport, TN 37660
salyers1@chartertn.net
(423) 247-8591 (home)
(423) 341-2958 (cell)

Born in Russell County, Virginia. Moved to Kingsport at the age of 2. Has lived in the greater Kingsport area for 54 years.

Graduated from Dobyns-Bennett High School and attended East Tennessee State University.

Has worked in the heating/cooling industry for 35 years and owns Ted Salyers' Heating and Air-Conditioning, a heating/cooling company which has served the greater Kingsport area for the past 26 years.

Has coached in the City of Kingsport Recreation Leagues in both baseball and basketball for the past 14 years. Also has coached all-star teams during this same time period.

Married to the former Debora J. Fullen (employed at Kingsport Times-News); has two sons—Tony (married to the former Brandelyn Spivey), age 25 and Jordan, age 14.

Has a strong desire to enable the Parks and Recreation division of Kingsport to become stronger and provide a dynamic and positive experience for children of all ages who participate in Parks and Rec programs.



AGENDA ACTION FORM

Consideration of an Ordinance to Amend the Schools Federal Projects Fund Budget.

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

John G. Campbell

Agenda Form No.: AF-135-2009
 Work Session: May 18, 2009
 First Reading/ Business Matters Held):
 May 19, 2009

Final Adoption: June 2, 2009
 Staff Work: David Frye
 Presentation: David Frye

Recommendation:

Approve an Ordinance amending the School Federal Projects Fund Budget.

Executive Summary:

On May 7, 2009, the Board of Education approved an amendment to the FY 2008-2009 Schools' Federal Project Fund budget. This fund accounts for entitlement grants received from the federal government. The current budget is \$3,552,597, based on estimated amounts. The estimates are being adjusted to actual amounts. There is a net increase for this budget of \$141,735. This makes the amended total \$3,694,332.

Attachments:

1. Ordinance
2. BOE Budget Amendment Number Seven
3. Schedule of Federal Projects

	Y	N	O
Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Shull	—	—	—
Shupe	—	—	—
Phillips	—	—	—



AGENDA ACTION FORM

Consideration of an Ordinance to Amend the Schools Special Projects Fund Budget.

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

Agenda Form No.: AF-136-2009
Work Session: May 18, 2009
First Reading/ (Business Matters Held)
May 19, 2009

Final Adoption: June 2, 2009
Staff Work: David Frye
Presentation: David Frye

Recommendation:

Approve an Ordinance amending the School Special Projects Fund Budget.

Executive Summary:

On May 7, 2009, the Board of Education approved an amendment to the FY 2008-2009 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 is \$1,359,892, based on estimated amounts. Six new grants have been received and the estimates are being adjusted to actual amounts. There is a net increase for this budget of \$307,257. This makes the amended total \$1,667,149.

Attachments:

1. Ordinance
2. BOE Budget Amendment Number Seven
3. Schedule of School Special Projects

	Y	N	O
Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Shull	—	—	—
Shupe	—	—	—
Phillips	—	—	—



AGENDA ACTION FORM

Consideration of an Ordinance to Amend the General Purpose School Fund and the General Projects Fund Budget.

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

Agenda Form No.: AF-134-2009
 Work Session: May 18, 2009
 First Reading/ (Business Matters Held):
 May 19, 2009

Final Adoption: June 2, 2009
 Staff Work: David Frye
 Presentation: David Frye

Recommendation:

Approve an Ordinance amending the General Purpose School Fund and the General Projects Fund Budget.

Executive Summary:

On May 7, 2009, the Board of Education approved budget amendment number seven. This amendment increases the estimated revenues and appropriations in the net amount of \$52,886. There are eight different items that are addressed in this amendment. The General Project Fund budget is also being amended by transferring \$280,000 of Unallocated FY 08 Hawkins County Bond Funds to the John Adams Elementary School project. Please see the attached Kingsport City Schools – Budget Amendment Number seven for more detail.

Attachments:

1. Ordinance
2. BOE Budget Amendment Number Seven

	Y	N	O
Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Shull	—	—	—
Shupe	—	—	—
Phillips	—	—	—



AGENDA ACTION FORM

Consideration of an Ordinance to Appropriate Funds for the Façade Program and the Redevelopment Incentive Program

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

John G. Campbell

Agenda Form No. AF-: 139-2009
 Work Session: May 18, 2009
 First Reading/ (Business Matters Held):
 May 19, 2009

Final Adoption: June 2, 2009
 Staff Work: Jeff Fleming
 Presentation: Jeff Fleming

Recommendation:
 Approve the ordinance

Executive Summary:

The Kingsport Economic Development Board embarked on an experimental project to provide incentives for façade improvements and redevelopment. The Façade program was established in October 2006. The Redevelopment Incentive program was established in June 2008. Businesses are eligible for \$5,000 for a standard façade (\$10,000 for corner lots or extra wide lots) and up to \$20,000 as a redevelopment incentive (based on percentage of building permit value). KEDB originally allocated \$135,000 to Façade Grants and \$100,000 for Redevelopment Incentive Grants. The funds have been very effective and the results, especially downtown, are evident. It is anticipated that ongoing funding will stem from the Downtown TIF, which will become available in late 2010. The BMA is requested to make a one-time appropriation of \$75,000 for each fund to keep the momentum going until an ongoing funding stream is available.

Attachments:

1. Spreadsheet – Façade Grant
2. Spreadsheet – Redevelopment Incentive Fund
3. Budget Transfer Ordinance

	<u>Y</u>	<u>N</u>	<u>O</u>
Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Shull	—	—	—
Shupe	—	—	—
Phillips	—	—	—



AGENDA ACTION FORM

Consideration of an Ordinance Authorizing the City Treasurer to Refund Certain Funds to Ball, Rose, and Greenwood, a Tennessee General Partnership d/b/a Reedy Creek Terrace

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

Agenda Form No.: AF-: 140-2009
 Work Session: May 18, 2009
 First Reading /(Business Matters Held):
 May 19, 2009

Final Adoption: June 2, 2009
 Staff Work: Jeff Fleming
 Presentation: Jeff Fleming

Recommendation: Approve the ordinance.

Executive Summary:

In 2006, the city entered into a performance agreement with Ball, Rose, and Greenwood, a Tennessee general partnership d/b/a Reedy Creek Terrace regarding the development of Reedy Creek Terrace. The agreement, a copy of which is attached required the partnership to deposit with the city up to \$200,000 for the installation of a traffic signal at Eastman Road and Ryder Drive. The city would reimburse the partnership for the amount it paid up to \$200,000 if certain milestones for development were met.

The project was required to generate \$4,000,000 in appraised taxable value, plus Starbucks and Panera. The County Property Assessor confirms these criteria have been met.

Mr. Ball, on behalf of the partnership deposited \$100,000 in cash with the remainder to be paid as signal construction met certain milestones. While the initial cost estimate of the signal was \$200,000, the actual cost of the signal installation was \$69,285, so Mr. Ball did not pay the remaining \$100,000. The intent of the agreement was for the partnership to initially pay for the installation of the city and for the city to reimburse the partnership for any used amount and as milestones were reached.

The partnership is entitled to a reimbursement of the unused portion which is \$30,715. Additionally, the partnership has a minimum investment of \$4,000,000 in the development as shown by the appraisal by the county tax assessor. This would entitle the partnership to a reimbursement of one-half of the remaining amount which is \$34,642.50. Moreover, attached is the original 2006 financial analysis updated to the current date. The original estimate called for a one-time public capital appropriation of \$200,000, with an expected return of \$116,796 per year in new sales and property tax revenue (city only). The actual capital expenditure was \$69,285 and the actual new revenue (per year, to date) is \$52,015. The actual incentive-to-revenue payback ratio was a conservative 1.71 years, while the actual is 1.33 years.

In view of this performance, staff recommends the Board reimburse the partnership the full \$100,000 it originally deposited. The reimbursement will be made from GP0815.

Attachments:

1. Spreadsheet –Reedy Creek Terrace Performance Analysis
2. Ordinance
3. Agreement between the city and the partnership

	Y	N	O
Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Shull	—	—	—
Shupe	—	—	—
Phillips	—	—	—



AGENDA ACTION FORM

Approve Issuance of Certificates of Compliance for Businesses to Sell Retail Alcoholic Beverages

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

Action Form No.: AF-142-2009
Work Session: June 1, 2008
First Reading: June 2, 2009
Final Adoption: June 2, 2009
Staff Work By: Kathy Reynolds
Presentation By: Jim Demming

Recommendation:

Approve the issuance of Certificates of Compliance to the following businesses to sell retail alcoholic beverages.

- 1. Discount Package Store
- 2. North Plaza Package Store
- 3. Red Lion Package Store
- 4. Sam's Package Store
- 5. West Kingsport Package Store

Executive Summary:

Attached are applications for five package stores who have filed with the City Recorder for renewal of their Certificate of Compliance to sell retail beverages.

Section 6-74 of the City Code states that to assure that all requirements are satisfied, no original or renewal Certificate of Compliance shall be issued for any location until:

- 1. An application has been filed with the City Recorder; and
- 2. The application complies with all restrictions as to location and number of retail licenses to be issued within the City; and
- 3. The application has been considered at a regular or called meeting of the Board and approved by a majority vote.

These applications have met the requirements of Section 6-74 of the City Code. Police background checks have been conducted on each of the applicants and the results are attached for your review.

Attachments:

- 1. Applications
- 2. Police Background Report

Funding source appropriate and funds are available: _____

	Y	N	O
Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Shull	—	—	—
Shupe	—	—	—
Phillips	—	—	—

CITY OF KINGSPORT

APPLICATION FOR CERTIFICATE OF COMPLIANCE

INSTRUCTIONS

1. Answer all questions completely. Use blank space at end of form for extra details on any question for which you have insufficient space.
2. Type, print, or write carefully. Illegible or incomplete forms will not receive consideration.
3. Consider your answers carefully. Your signature at the end of this form will certify as to their correctness. **YOU WILL BE SIGNING THIS APPLICATION UNDER OATH AND WILL BE SUBJECT TO PENALTY OF PERJURY FOR FALSE ANSWERS.**
4. An application must be completed by all individuals having any interest, direct or indirect, in the Licensee as owner, partner, stockholder, member, director, and officer or otherwise.

1. Name of Licensee

JOHN DEWITT COX

2. Full name of person completing this application

JOHN DEWITT COX

3. Home Address - Mailing Address and Street Address

626 JIM TOWN ROAD, MOORESBURG, TN 37811

4. Telephone Number Licensee can be reached

423-288-2451

5. Date of Birth and Social Security Number

9/30/1956

6. Name of Liquor Store

JOHN B DENNIS DISCOUNT PACKAGE STORE

14. Is the applicant now and has been for at least two years prior to the date of this application a bona fide resident of the state of Tennessee.

Yes X No _____

15. The applicant further understands that the business will be actively engaged in the retail sale of alcoholic beverages at the liquor store within ninety (90) days after the license is granted or this certificate of compliance is void.

Yes X No _____

I understand that any applicant making a false statement in the application or withholding information on this application shall result in a denial of the certificate or the revocation of the license.

In addition to the denial of the certificate I further understand that by signing this application I am stating that the information contained therein is true and correct to the best of my knowledge, information and belief and that I sign this application under penalty of perjury.

STATE OF TENNESSEE
COUNTY OF SULLIVAN

The undersigned, JOHN DEWITT COX, hereby makes oath and swears that all the facts and answers set forth in the above application are true and correct to the best of my knowledge, information, and belief. The undersigned further makes oath that if the applicant is a corporation, firm, joint-stock company, syndicate, partnership or association, that he or she is authorized to execute this application on behalf of the owner.

In testimony whereof witness my signature on this the 3 day of APRIL 2009.

[Signature]
Applicant

Sworn to and subscribed by John Dewitt Cox before me, a notary public in and for said State and County, on this the 3 day of April, 2009.

[Signature]
Notary Public

My commission expires
October 22, 2011



CITY OF KINGSPORT

APPLICATION FOR CERTIFICATE OF COMPLIANCE

INSTRUCTIONS

1. Answer all questions completely. Use blank space at end of form for extra details on any question for which you have insufficient space.
 2. Type, print, or write carefully. Illegible or incomplete forms will not receive consideration.
 3. Consider your answers carefully. Your signature at the end of this form will certify as to their correctness. **YOU WILL BE SIGNING THIS APPLICATION UNDER OATH AND WILL BE SUBJECT TO PENALTY OF PERJURY FOR FALSE ANSWERS.**
 4. An application must be completed by all individuals having any interest, direct or indirect, in the Licensee as owner, partner, stockholder, member, director, and officer or otherwise.
-

1. Name of Licensee
PHILLIP KING COX

2. Full name of person completing this application
PHILLIP KING COX

3. Home Address - Mailing Address and Street Address
2720 N JOHN B DENNIS HWY, KINGSPORT, TN 37660

4. Telephone Number Licensee can be reached
423-2338-2451

5. Date of Birth and Social Security Number
04/06/1926

6. Name of Liquor Store
JOHN B DENNIS DISCOUNT PACKAGE STORE

14. Is the applicant now and has been for at least two years prior to the date of this application a bona fide resident of the state of Tennessee.

Yes X No _____

15. The applicant further understands that the business will be actively engaged in the retail sale of alcoholic beverages at the liquor store within ninety (90) days after the license is granted or this certificate of compliance is void.

Yes X No _____

I understand that any applicant making a false statement in the application or withholding information on this application shall result in a denial of the certificate or the revocation of the license.

In addition to the denial of the certificate I further understand that by signing this application I am stating that the information contained therein is true and correct to the best of my knowledge, information and belief and that I sign this application under penalty of perjury.

STATE OF TENNESSEE
COUNTY OF SULLIVAN

The undersigned, PHILLIP KING COX, hereby makes oath and swears that all the facts and answers set forth in the above application are true and correct to the best of my knowledge, information, and belief. The undersigned further makes oath that if the applicant is a corporation, firm, joint-stock company, syndicate, partnership or association, that he or she is authorized to execute this application on behalf of the owner.

In testimony whereof witness my signature on this the 3 day of APRIL 2009.

Phillip King Cox
Applicant

Sworn to and subscribed by Phillip King Cox before me, a notary public in and for said State and County, on this the 3 day of April, 2009.

Jane O. Baker
Notary Public

My commission expires
October 22, 2011



CITY OF KINGSPORT

APPLICATION FOR CERTIFICATE OF COMPLIANCE



INSTRUCTIONS

1. Answer all questions completely. Use blank space at end of form for extra details on any question for which you have insufficient space.
2. Type, print, or write carefully. Illegible or incomplete forms will not receive consideration.
3. Consider your answers carefully. Your signature at the end of this form will certify as to their correctness. **YOU WILL BE SIGNING THIS APPLICATION UNDER OATH AND WILL BE SUBJECT TO PENALTY OF PERJURY FOR FALSE ANSWERS.**
4. An application must be completed by all individuals having any interest, direct or indirect, in the Licensee as owner, partner, stockholder, member, director, and officer or otherwise.

1. Name of Licensee

Nancy L. East

2. Full name of person completing this application

Nancy L. East

3. Home Address - Mailing Address and Street Address

909 Broadwood Dr. Kpt TN

4. Telephone Number Licensee can be reached

423-247-2096

5. Date of Birth and Social Security Number

9-19-1935

6. Name of Liquor Store

North Plaza Package Store

14. Is the applicant now and has been for at least two years prior to the date of this application a bona fide resident of the state of Tennessee.

Yes ✓ No _____

15. The applicant further understands that the business will be actively engaged in the retail sale of alcoholic beverages at the liquor store within ninety (90) days after the license is granted or this certificate of compliance is void.

Yes ✓ No _____

I understand that any applicant making a false statement in the application or withholding information on this application shall result in a denial of the certificate or the revocation of the license.

In addition to the denial of the certificate I further understand that by signing this application I am stating that the information contained therein is true and correct to the best of my knowledge, information and belief and that I sign this application under penalty of perjury.

STATE OF TENNESSEE
COUNTY OF SULLIVAN

The undersigned, Nancy East, hereby makes oath and swears that all the facts and answers set forth in the above application are true and correct to the best of my knowledge, information, and belief. The undersigned further makes oath that if the applicant is a corporation, firm, joint-stock company, syndicate, partnership or association, that he or she is authorized to execute this application on behalf of the owner.

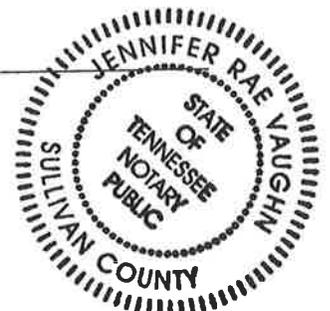
In testimony whereof witness my signature on this the 27th day of April 2009.

Nancy East
Applicant

Sworn to and subscribed by Nancy East before me, a notary public in and for said State and County, on this the 27th day of May, 2009.

Jennifer Rae Vaughn
Notary Public

My commission expires
9/5/2010



CITY OF KINGSPORT

APPLICATION FOR CERTIFICATE OF COMPLIANCE

INSTRUCTIONS

1. Answer all questions completely. Use blank space at end of form for extra details on any question for which you have insufficient space.
2. Type, print, or write carefully. Illegible or incomplete forms will not receive consideration.
3. Consider your answers carefully. Your signature at the end of this form will certify as to their correctness. **YOU WILL BE SIGNING THIS APPLICATION UNDER OATH AND WILL BE SUBJECT TO PENALTY OF PERJURY FOR FALSE ANSWERS.**
4. An application must be completed by all individuals having any interest, direct or indirect, in the Licensee as owner, partner, stockholder, member, director, and officer or otherwise.

1. Name of Licensee

Johnnie Geraldine Bowlin

2. Full name of person completing this application

Johnnie Geraldine Bowlin

3. Home Address - Mailing Address and Street Address

4502 Harbor Dr. Kpt. Tn 37664

4. Telephone Number Licensee can be reached

423-378-4284

5. Date of Birth and Social Security Number

06.24.53

6. Name of Liquor Store

Red Lion Package Store

14. Is the applicant now and has been for at least two years prior to the date of this application a bona fide resident of the state of Tennessee.

Yes No

15. The applicant further understands that the business will be actively engaged in the retail sale of alcoholic beverages at the liquor store within ninety (90) days after the license is granted or this certificate of compliance is void.

Yes No

I understand that any applicant making a false statement in the application or withholding information on this application shall result in a denial of the certificate or the revocation of the license.

In addition to the denial of the certificate I further understand that by signing this application I am stating that the information contained therein is true and correct to the best of my knowledge, information and belief and that I sign this application under penalty of perjury.

STATE OF TENNESSEE
COUNTY OF SULLIVAN

The undersigned, Johnnie Bowlin, hereby makes oath and swears that all the facts and answers set forth in the above application are true and correct to the best of my knowledge, information, and belief. The undersigned further makes oath that if the applicant is a corporation, firm, joint-stock company, syndicate, partnership or association, that he or she is authorized to execute this application on behalf of the owner.

In testimony whereof witness my signature on this the 22nd day of April 2009.

Johnnie D Bowlin
Applicant



Sworn to and subscribed by Vonda D. Coffey before me, a notary public in and for said State and County, on this the 22nd day of April, 2009.

Vonda D. Coffey
Notary Public

My commission expires
12-16-2011

CITY OF KINGSPORT

APPLICATION FOR CERTIFICATE OF COMPLIANCE

INSTRUCTIONS

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1. Name of Licensee

Ernest M Bowlin

2. Full name of person completing this application

Ernest Milton Bowlin

3. Home Address - Mailing Address and Street Address

4502 Harbor Dr. Kingsport TN 37664

4. Telephone Number Licensee can be reached

423-378-4284

5. Date of Birth and Social Security Number

6-22-51

6. Name of Liquor Store

Red Lion Package

14. Is the applicant now and has been for at least two years prior to the date of this application a bona fide resident of the state of Tennessee.

Yes ✓ No _____

15. The applicant further understands that the business will be actively engaged in the retail sale of alcoholic beverages at the liquor store within ninety (90) days after the license is granted or this certificate of compliance is void.

Yes ✓ No _____

I understand that any applicant making a false statement in the application or withholding information on this application shall result in a denial of the certificate or the revocation of the license.

In addition to the denial of the certificate I further understand that by signing this application I am stating that the information contained therein is true and correct to the best of my knowledge, information and belief and that I sign this application under penalty of perjury.

STATE OF TENNESSEE
COUNTY OF SULLIVAN

The undersigned, Ernest M Bowlin, hereby makes oath and swears that all the facts and answers set forth in the above application are true and correct to the best of my knowledge, information, and belief. The undersigned further makes oath that if the applicant is a corporation, firm, joint-stock company, syndicate, partnership or association, that he or she is authorized to execute this application on behalf of the owner.

In testimony whereof witness my signature on this the 1st day of May 2009.

Ernest M Bowlin
Applicant

Sworn to and subscribed by Venda D. Coffey before me, a notary public in and for said State and County, on this the 1st day of May, 2009.



Venda D. Coffey
Notary Public

My commission expires
12-16-2011

CITY OF KINGSPORT

APPLICATION FOR CERTIFICATE OF COMPLIANCE

INSTRUCTIONS

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1. Name of Licensee

THE LARGE CORPORATION

2. Full name of person completing this application

PHYLLIS BRAY LARGE

3. Home Address - Mailing Address and Street Address

4525 PALOMINO DRIVE, KINGSPORT 37664

4. Telephone Number Licensee can be reached

423-247-9463

5. Date of Birth and Social Security Number

12/26/43

6. Name of Liquor Store

SAM'S PACKAGE STORE

14. Is the applicant now and has been for at least two years prior to the date of this application a bona fide resident of the state of Tennessee.

Yes No

15. The applicant further understands that the business will be actively engaged in the retail sale of alcoholic beverages at the liquor store within ninety (90) days after the license is granted or this certificate of compliance is void.

Yes No

I understand that any applicant making a false statement in the application or withholding information on this application shall result in a denial of the certificate or the revocation of the license.

In addition to the denial of the certificate I further understand that by signing this application I am stating that the information contained therein is true and correct to the best of my knowledge, information and belief and that I sign this application under penalty of perjury.

STATE OF TENNESSEE
COUNTY OF SULLIVAN

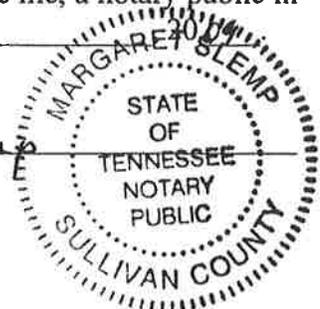
The undersigned, Phyllis B. Large, hereby makes oath and swears that all the facts and answers set forth in the above application are true and correct to the best of my knowledge, information, and belief. The undersigned further makes oath that if the applicant is a corporation, firm, joint-stock company, syndicate, partnership or association, that he or she is authorized to execute this application on behalf of the owner.

In testimony whereof witness my signature on this the 1st day of April, 2009.

Phyllis B. Large
Applicant

Sworn to and subscribed by Phyllis Large before me, a notary public in and for said State and County, on this the 1st day of April

Margaret Slemp
Notary Public



My commission expires
10-24-2012

CITY OF KINGSPORT

APPLICATION FOR CERTIFICATE OF COMPLIANCE

INSTRUCTIONS

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4. An application must be completed by all individuals having any interest, direct or indirect, in the Licensee as owner, partner, stockholder, member, director, and officer or otherwise.

1. Name of Licensee

THE LARGE CORPORATION

2. Full name of person completing this application

CHARLES CURTIS LARGE

3. Home Address - Mailing Address and Street Address

4525 PALOMINO DR, KINGSPORT 37664

4. Telephone Number Licensee can be reached

423-247-9463

5. Date of Birth and Social Security Number

3/28/43

6. Name of Liquor Store

SAM'S PACKAGE STORE

14. Is the applicant now and has been for at least two years prior to the date of this application a bona fide resident of the state of Tennessee.

Yes No

15. The applicant further understands that the business will be actively engaged in the retail sale of alcoholic beverages at the liquor store within ninety (90) days after the license is granted or this certificate of compliance is void.

Yes No

I understand that any applicant making a false statement in the application or withholding information on this application shall result in a denial of the certificate or the revocation of the license.

In addition to the denial of the certificate I further understand that by signing this application I am stating that the information contained therein is true and correct to the best of my knowledge, information and belief and that I sign this application under penalty of perjury.

STATE OF TENNESSEE
COUNTY OF SULLIVAN

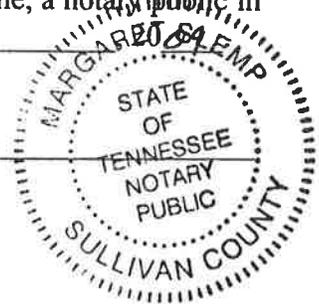
The undersigned, Chad C. Large, hereby makes oath and swears that all the facts and answers set forth in the above application are true and correct to the best of my knowledge, information, and belief. The undersigned further makes oath that if the applicant is a corporation, firm, joint-stock company, syndicate, partnership or association, that he or she is authorized to execute this application on behalf of the owner.

In testimony whereof witness my signature on this the 1st day of April 2009.

Chad C. Large
Applicant

Sworn to and subscribed by Charles Curtis Large before me, a notary public in and for said State and County, on this the 1st day of April

Margaret Slemp
Notary Public



My commission expires
10-24-2012

CITY OF KINGSPORT

APPLICATION FOR CERTIFICATE OF COMPLIANCE

INSTRUCTIONS

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4. An application must be completed by all individuals having any interest, direct or indirect, in the Licensee as owner, partner, stockholder, member, director, and officer or otherwise.

1. Name of Licensee

West Kingsport Package Store

2. Full name of person completing this application

George Todd East

3. Home Address - Mailing Address and Street Address

788 Hollywood Drive, Kingsport, Tennessee 37660

4. Telephone Number Licensee can be reached

(423) 247-3278

5. Date of Birth and Social Security Number

4/5/1959

6. Name of Liquor Store

West Kingsport Package Store

14. Is the applicant now and has been for at least two years prior to the date of this application a bona fide resident of the state of Tennessee.

Yes x No _____

15. The applicant further understands that the business will be actively engaged in the retail sale of alcoholic beverages at the liquor store within ninety (90) days after the license is granted or this certificate of compliance is void.

Yes x No _____

I understand that any applicant making a false statement in the application or withholding information on this application shall result in a denial of the certificate or the revocation of the license.

In addition to the denial of the certificate I further understand that by signing this application I am stating that the information contained therein is true and correct to the best of my knowledge, information and belief and that I sign this application under penalty of perjury.

STATE OF TENNESSEE
COUNTY OF SULLIVAN

The undersigned, George Todd East, hereby makes oath and swears that all the facts and answers set forth in the above application are true and correct to the best of my knowledge, information, and belief. The undersigned further makes oath that if the applicant is a corporation, firm, joint-stock company, syndicate, partnership or association, that he or she is authorized to execute this application on behalf of the owner.

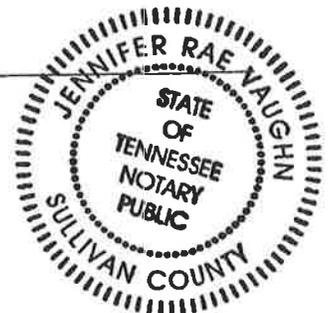
In testimony whereof witness my signature on this the 10th day of April 2009.

George Todd East
Applicant

Sworn to and subscribed by George Todd East before me, a notary public in and for said State and County, on this the 10th day of April, 2009.

Jennifer Rae Vaughn
Notary Public

My commission expires 9/5/2010



From: Elliott, Nathan
Sent: Tuesday, May 26, 2009 9:52 AM
To: Gilbert, Liz; Reynolds, Kathy; Hilliard, Terrie

I have completed the background investigations on the 5 businesses that are up for renewal in June 2009. I did not find anything in the background of the listed applicants for the businesses that would question their approval for compliance in the city of Kingsport.

Detective Nathan Elliott/123/Vice Unit
Kingsport Police Dept
200 Shelby St
Kingsport TN 37660
Office(423) 229-9434
Cell (423) 416-2503
Fax (423) 246-3736