



## AGENDA

### BOARD OF MAYOR AND ALDERMEN REGULAR WORK SESSION

**Monday, June 2, 2008**  
**Council Room — 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  
Tom Bowman, Leisure Services Director  
Jim Demming, City Recorder/CFO  
Craig Dye, Fire Chief  
Jeff Fleming, Assistant City Manager, Development Services

Chris McCartt, Assistant to the City Mgr.  
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. Update on 2008 Bond Sale and Bond Ratings – Jim Demming
4. Work Session Tickler
5. Review of Items on June 3, 2008 Regular Business Agenda
6. Adjourn

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

MEMORANDUM

RECEIVED

MAY 30 2008

City Managers Office

TO: John G. Campbell, City Manager

FROM: James H. Demming, City Recorder *JH*

DATE: May 29, 2008

SUBJECT: City of Kingsport's Bond Rating

As you are aware, the City of Kingsport recently sold approximately \$20,000,000 in new bonds to fund the various capital projects approved by the BMA. During the process for preparing for the sale, the City received an A1 rating from Moody's Investors Service for the new debt and an affirmation of the A1 ratings assigned to our previously issued debt. Moody's cited the City's growth in its tax base, solid financial operations and manageable debt burden as reasons for the A1 rating.

During a conference call with Moody's, City staff discussed the numerous initiatives currently in process within the City. These included the plan for higher education facilities downtown, new commercial development, Eastman's recently announced \$1.3 billion investment plans, the new Fed Ex facility, new residential development, etc. The analyst from Moody's appeared to be impressed with all of the activity occurring within the City and spoke favorably regarding their potential impact on future City bond ratings.

Another item that came up during discussions with the City financial advisor, Morgan Keegan & Company, was that the City currently has a rating from only one credit rating agency (Moody's). There are some investor groups that will only purchase debt that carry more than one credit rating. The City could potentially increase the pool of eligible investors for its debt issue if we were to obtain additional ratings. There are three major bond rating firms, Moody's, Standard & Poor's, and Fitch Ratings. Of these, Moody's and S & P, appear to be the most common. They both base their ratings on the City's ability to pay its' debt obligation, but they evaluate the entity on a slightly different basis. Moody's will focus more on the issuer's debt levels while S & P focuses more on the issuer's economic base.

Although the City has not experienced any problems in generating investor interest in our debt issues, obtaining an additional credit rating would open our future bond issues to those potential investors that currently are unable to bid on our debt.

If additional information is needed, please advise.

**Work Session Tickler  
June 3, 2008**

- **Fordtown Road Project - (Bill Albright) – UPDATED April 8, 2008 – A public hearing was held on March 20 from 5 to 7 p.m. at the Mercy Seat Church adjacent to the Eastern Star Road Interchange on I-26 (close to the project site). As was anticipated, very few attended. However, the presumed reason for the low attendance was the fact that there are only 3 or 4 property owners involved in the project. One owner (who did attend) owns around 90% of the affected properties. The others have been in communication with City as well as TDOT Staff and were already informed of the current and pending plans. Also, since the inception of this project, there has been basically no opposition or concerns with property owners or nearby residents. TDOT Staff from the Region I Office (Knoxville), who are designing and managing this project, attended and provided detailed drawings, which displayed the right-of-way/corridor that has now been established – beginning at the exit/entrance ramps at Exit 56 of I-81 and ending at the current overpass of I-26 over existing Fordtown Road. The new roadway includes 3 lanes (continuous center turning lane), curb and gutter the entire length and sidewalks on both sides the entire length. A bridge will be built over Kendricks Creek, which will add to the cost. TDOT officials indicated that the environmental review process is nearing completion, which will allow the right-of-way phase to begin. Once this is completed, the bid and construction phase will begin, likely in the winter of '09.**
- **Netherland Inn Bridge project - (Gary Dault)– UPDATED May 29<sup>th</sup>, 2008 – Netherland Inn Bridge project – Work continues to progress on schedule. One of the four piers is completed; the second and third are nearly ready to be poured. Initial site grading is 90% complete. Installation of water line is nearly completed, and the sewer line relocation has begun.**
- **Watauga Roundabout – (Ryan McReynolds) – UPDATED May 27<sup>th</sup> – The City recently finished the public art installation located in the center of the roundabout. This project is now complete.**
- **Traffic Calming Measures – (Michael Thompson) –UPDATED May 16<sup>th</sup>, 2008 – Pendragon Traffic Calming Project – Individual surveys have been counted with the following results. Ridgefields Country Club has abstained from the vote and therefore 107 parcels are included in the voting. Votes received back were 32 for traffic calming and 27 against traffic calming. The post cards sent to each resident stated all non-responses would be counted as a for vote. Considering this we have 74.8% for and 25.2% against and therefore**

we will be moving forward with the traffic calming plan on Pendragon Rd. as we did not reach the 30% against vote needed to stop us from moving forward. Shadyside Drive Traffic Calming Project - Public meeting to seek citizen input was held April 10th. Mail out of surveys later this month.

- **Energy Efficiency Measures – (Ryan McReynolds) — UPDATED May 2<sup>nd</sup>** – The new computer for managing the HVAC climate controls has come in and the contractors are setting a date for further training with our maintenance crew.
- **Higher Education - (Jeff Fleming) –UPDATED May 28th -**
  - April 9—John Campbell, Jim Demming, Mike Billingsley, Chris McCartt, Jeff Fleming to discuss operating agreement for KHEC
  - April 9 – Met with new staff project manager, David Mason, to update on KHEC and other projects
  - April 11 – Interviewed top 2 firms for CM-at-Risk to make selection for BMA consideration on Monday, April 14
  - April 14 – J.A. Street Associates selected as CM-at-Risk
  - April 29 – MHM Architects held a schedule coordination meeting with JASA, followed by a LEED kick-off meeting to discuss areas of responsibility for meeting LEED requirements.
  - May 6 - The Design Development Drawings were delivered and reviewed by the City.
  - May 9 - MHM Architects met with representatives of Northeast State, King College, and UT to finalize design issues.
  - May 9 - Morris Baker submitted the final EDA Grant application.
  - May 23 – Meeting with Wilbur Smith Associates, AEP, City Engineering Dept., and David Mason to review utility relocations. Determined that the acquisition of the Fireman’s Hall and Pete’s Generator shop are critical to maintaining the project schedule.
  - May 27 – Meeting with Dr. Locke, Mayor Phillips, John Campbell, Jeff Fleming, David Mason, and additional NSTCC reps. to discuss furniture and equipment budget. Identified some items that could be included in the building project costs.
  - June 4 – Design Development Estimate will be ready. Meeting scheduled to review with MHM, City, & J.A. Street.
- **Dog Park – (Kitty Frazier) — UPDATED FOR May 29<sup>th</sup>, 2008 –** Surveying of the site has been completed by city engineering. An excavation schedule and final price estimates are being developed by city engineering. The dog park committee and the Parks/Recreation Advisory Committee propose that the new facility be named DOGwood Park. The Committee is developing logo

designs and promotional materials for the proposed name. The Dog park committee will participate in an upcoming event in Johnson City to promote the new Kingsport Park.

- **Netherland Terrace Street Lighting** – (Michael Thompson) – **NO UPDATE** May 15th, 2008 - Netherland Terrace Street Lighting —Staff is still awaiting response from CSX for approval to place the street lights on CSX property.
- **KAHR Program** – (Chris McCartt) – **UPDATED MAY 28<sup>th</sup>, 2008** – To date 13 houses through the KAHR program have been completed by Carpenter's Helpers and one private contractor totaling \$12,423. Most of these were very minor needs which were able to be taken care of with minimal effort and materials.
- **Dobyns-Bennett Pool** – (Shirley Buchanan) – **UPDATED May 30<sup>th</sup>, 2008** - The Dobyns Bennett Activities Committee met and has acted to allow Senior Center use during the summer from 12:00 p.m. to 1:00 p.m. We have two certified lifeguards on the Senior staff that alternate travel to the pool during this time. We will continue the dialogue with the Dobyns Bennett officials about use by the general public during un-programmed hours. In the mean time Legion Pool will serve for the summer.
- **Netherland Inn Bank Barn** – (Bill Albright) -**UPDATED May 27<sup>th</sup>, 2008** - The Netherland Inn bank Barn project is now under construction. Earthwork began in late March, which included a careful process of uncovering the original foundation, part of which is to be protected and kept for display purposes when the building opens. For several years the Netherland Inn Association, led by Hal Spoden, worked to develop a master plan for improving the campus area. This included the Bank Barn, Salt Warehouse, and Wharf Areas (for flatboats). The Barn is the first phase in the implementation process (note the barn stood alongside the Inn since the 1800's, but burned down in the early part of the 20<sup>th</sup> century). City's Staff (MPO / Transportation Planning Division), in cooperation with Spoden and Wilson Architects and Engineers, began the process of rebuilding the Barn by first crafting a federal grant application and working with the Tennessee Department of Transportation to obtain the necessary funding. A natural "fit" occurred when the transportation "theme" of the Netherland Inn / Boatyard area came on line with the desire to rebuild the barn; thus, inspiring the creation of the Pioneer Transportation Museum. To our knowledge this is the first official museum within modern day Kingsport. It will showcase the history of river and stagecoach travel in the early 1800's and will include the history of freight movement (salt, furs, other resources) along with

people (original Stagecoach Road, Flatboats, etcetera), as well as the abundance of history found in this area (Daniel Boone / Wilderness Trail, Cherokee Indian Sacred Ground – Long Island, Fort Robinson, Old King’s Port, etcetera). Federal grants totaling almost \$600,000 were awarded through the TDOT with local matching funds coming from City contributions, the Netherland Inn Association, as well as “in-kind” donations (architectural fees).



Currently, work is focusing on completion of the support walls (back and sides), which are over 1 foot thick, to protect the structural integrity of the building (where back-fill will re-create the “Bank” in the bank Barn!!) Completion is scheduled for sometime in early fall with development of the Museum beginning immediately afterwards.



## **AGENDA**

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

#### **REGULAR BUSINESS MEETING**

**Tuesday, June 3, 2008  
Large Court Room – 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 –Gary Bement, Pastor – Bethel Presbyterian Church**
- III.B ROLL CALL**
- IV. RECOGNITIONS AND PRESENTATIONS**
- V. APPROVAL OF MINUTES**
  1. May 19, 2008 Regular Work Session
  2. May 20, 2008 Regular Business Meeting

## **VI. COMMUNITY INTEREST ITEMS**

### **AA. PUBLIC HEARINGS**

1. Public Hearing for Annexation Annual Plan of Services Report (AF: 140 -2008)
  - Public Hearing
2. Public Hearing and Consideration of an Ordinance to Adopt the FY08-09 Budget (AF: 166 -2008)
  - Public Hearing
  - Ordinance First Reading
3. Public Hearing and Consideration of an Ordinance to Adopt the FY08-09 Water Fund Budget (AF: 167 -2008)
  - Public Hearing
  - Ordinance First Reading
4. Public Hearing and Consideration of an Ordinance to Adopt the FY08-09 Sewer Fund Budget (AF: 168 -2008)
  - 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 an Ordinance Amending the FY 2007-2008 General Purpose School Fund Budget and the General Project Fund Budgets (AF: 149 -2008)
  - Ordinance– First Reading
2. Consideration of an Ordinance Amend Various Revenue and Expenditure Accounts With in the School's Federal Projects Fund (AF: 150 -2008)
  - Ordinance– First Reading
3. Consideration of an Ordinance to Amend Various Revenue and Expenditure Accounts With in the School's Special Projects Fund (AF: 151 -2008)
  - Ordinance– First Reading
4. Consideration of an Ordinance Providing for the FY09 Community Development Block Grant Budget (AF: 156 -2008)
  - Ordinance– First Reading

5. Consideration of an Ordinance Providing for the FY09 Emergency Shelter Grant Budget (AF: 157 -2008)
  - Ordinance– First Reading
6. Consideration of an Ordinance to Amend the Meadowview Conference Center's Budget by Appropriating Funds From the FF&E Sinking Fund (AF: 159 -2008)
  - Ordinance– First Reading
7. Consideration of an Ordinance to Amend the Cattails Golf Course by Increasing the Revenue and Expenditures to Reflect Cattails Golf Course Operations (AF: 160 -2008)
  - Ordinance– First Reading
8. Consideration of an Ordinance to Adopt the FY08-09 Metropolitan Planning Project Grant Budget (AF: 161 -2008)
  - Ordinance– First Reading
9. Consideration of an Ordinance to Adopt the FY08-09 School Public Law 93-380 Grant Project Fund Budget (AF: 163 -2008)
  - Ordinance– First Reading
10. Consideration of an Ordinance to Adopt the FY08-09 Special Schools Projects Grant Fund Budget (AF: 164 -2008)
  - Ordinance– First Reading
11. Consideration of an Ordinance to Amend the General Project Fund, Debt Service Fund, Water Project Fund and Water Fund by Appropriating the 2008 Bond Issue (AF: 158 -2008)
  - Ordinance– First Reading
12. Consideration of an Ordinance to Adopt the FY08-09 Urban Mass Transit Budget (AF: 162-2008)
  - Ordinance– First Reading
13. Consideration of a Resolution Authorizing the Mayor to Execute all Documents Necessary and Proper to Apply for and Receive a 319 Watershed Implementation Grant. Consideration of an Ordinance Appropriating Matching Funds from GP0605 (Minor Drainage Improvements) to Supplement the 319 Watershed Implementation Grants (AF: 176-2008)
  - Resolution
  - Ordinance– First Reading

**C. BUSINESS MATTERS REQUIRING FINAL ADOPTION**

1. Consideration of an Ordinance to Amend the Zoning Code, Text and Map, to Zone Property at 4320 West Stone Drive to B-3, General Business District (AF:121 -2008)
  - Ordinance (Zoning) – Second Reading and Final Adoption
2. Consideration of Ordinances to Amend Zoning of Three (3) Parcels Located in the Old Island Development off Island Road (AF:117 -2008)
  - Ordinance (Zoning) – Second Reading and Final Adoption
3. Consideration of an Ordinance to Amend Zoning Code, Text and Map, to Zone Property along Virgil Avenue to R-3, Multi-Family Residential District (AF:122 -2008)
  - Ordinance (Zoning) – Second Reading and Final Adoption
4. Consideration of Ordinances to Annex/Amend Zoning of the Owner Initiated Rock Springs South Annexations and Consideration of a Resolution Adopting the Plan of Services (AF:131 -2008)
  - 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 Holston Valley Futbol Club to Provide Concessions at Eastman Park (AF: 153 -2008)
  - Resolution
2. Consideration of a Resolution Authorizing the Mayor to Execute an Agreement with Holston Valley Futbol Club to Provide a Recreational Youth Soccer Program at Sullivan Gardens (AF: 154 -2008)
  - Resolution
3. Consideration of a Resolution Authorizing the Mayor to Execute Agreements with Various Agencies and Organizations for Services in Fiscal Year 2008-2009 Benefiting the General Welfare of Kingsport Residents (AF: 152 -2008)
  - Resolution
4. 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: 155-2008)
  - Resolution

5. Consideration of a Resolution Setting Fees and Charges Provided for in the City Code (AF: 170-2008)
  - Resolution
6. Consideration of a Resolution Awarding the Bid for 330 Joints of Item Number 41864 8"x18' DI Pushon Pipe to H.D. Supply Waterworks for the Old Island Phase II Materials Agreement (AF: 172-2008)
  - Resolution
7. Consideration of a Resolution Authorizing the Mayor to Sign all documents Necessary to Enter into an Agreement With Embarq for Long Distance Telephone Service for the City of Kingsport (AF: 176-2008)
  - Resolution

#### **E. APPOINTMENTS**

1. Consideration of an Appointment and Reappointment to Regional Planning Commission (AF: 173-2008)
  - Approve Appointment and Reappointment

#### **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 Appropriate the Funds to Enter Into an Agreement for Grant Funds With the Cherokee Preservation Foundation (AF:147 -2008)
  - Ordinance – Second Reading and Final Adoption

#### **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 19, 2008, 3:30 PM  
Council Room – City Hall

PRESENT:

Board of Mayor and Aldermen

Mayor Dennis R. Phillips, Presiding  
Alderman Valerie Joh (*arrived at 4:10 p.m.*)  
Vice-Mayor Benjamin K. Mallicote  
Alderman Larry A. Munsey  
Alderman Patrick W. Shull  
Alderman Jantry Shupe (*arrived at 4:00 p.m.*)

City Administration

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

- 1. CALL TO ORDER:** 3:35 p.m., by Mayor Dennis R. Phillips. Mayor Phillips explained that Aldermen Joh and Shupe were still in other meetings and would arrive shortly.
- 2. WORK SESSION TICKLER.** The Dobyons-Bennett Pool Update was not included on the regular Work Session tickler but was included in a separate handout provided to Board members. The Watauga Roundabout project can now be taken off, even though it is still waiting on installation of lights. Public Works Director Ryan McReynolds responded to an inquiry by the Mayor about the status of Pendragon Road traffic calming.
- 3. ROLL CALL:** By Deputy City Recorder Gilbert. Absent: Aldermen Charles K. Marsh, Jr., Valerie Joh (*arrived at 4:10 p.m.*) and Jantry Shupe (*arrived at 4:00 p.m.*)
- 4. PRESENTATION ON V.O. DOBBINS CENTER.** Mr. Chris McCartt, Assistant to City Manager, went over a PowerPoint presentation regarding square footage costs to maintain and operate, names of proposed, committed building tenants, and amount of square footage allocated to nonprofit organizations in the Center. Mr. McCartt covered details about the availability of new market tax credits and the development process. Mr. Terry Cunningham, Executive Director of Kingsport Housing and Redevelopment Authority, added that this project is part of the HOPE VI project.

Further Board and public comments included library/computer accommodations at the center, building maintenance plans and funding, maintaining historical significance of the V.O. Dobbins' name.

**Minutes of the Regular Work Session of the Board of Mayor and Aldermen of Kingsport, Tennessee, Monday, May 19, 2008**

***[Alderman Shupe arrived during this discussion at 4:00 p.m.]***

Mr. Van Dobbins, son of the center's namesake, emphasized that the importance is not in the name but in the use of the building and benefit derived by citizens of Kingsport.

***[Alderman Joh arrived during this discussion at 4:10 p.m.]***

City Manager Campbell advised that City staff needs input from BMA members in order to move ahead with groundbreaking this fall and he received vocal support for the project from Vice-Mayor Mallicote and Alderman Munsey.

Commander Gerald Cardwell of the American Legion stated that the organization has have been offered space in the nonprofit section and the location has been approved by the post and members are very happy that the City is working with them in solving the post's space problem and allowing interim space in City facilities.

***[Mayor Phillips recessed for a short break at 4:15 and reconvened at 4:20]***

**5. UPDATE ON PROGRAM CAREER LADDER.** Human Resources Manager Barbara Duncan described the reasons for this program and which City departments would be affected at this time. Kingsport Police Captain Jenny Abernathy provided details about what the process would entail and described the importance of providing these opportunities in order to retain and reward good employees and would allow employees to continue their education in their line of work.

Alderman Shull indicated his support, in order to encourage staff to reach their potential, but would like a further presentation regarding the long-term costs. In response, City Manager Campbell indicated that they had computed four years out and, with 100% compliance and participation by every eligible employee (which was unlikely), the cost was \$146,000 for four (4) years, or \$38,000 per year. Captain Abernathy offered to provide Mr. Shull with a spreadsheet of that information. Other Board members voiced their support of the proposed program.

**6. ANALYSIS OF HYBRID VEHICLE USAGE.** Public Works Director McReynolds gave a brief presentation, pointing out that, currently, purchasing standard vehicles has been cheaper than purchasing hybrids. He added that, with increasing costs of fuel, the City might need to consider the long-range savings included with hybrid purchases.

**7. REVIEW OF AGENDA ITEMS PROPOSED FOR CONSIDERATION AT THE REGULAR BUSINESS MEETING ON MAY 20, 2008.** City Manager Campbell, members of staff and community members provided a summary or presentation for each item on the proposed agenda. Those items the Board discussed at greater length or which received specific questions or concerns included:

**VI.D.1 Consideration of a Resolution Authorizing the Mayor to Execute all Documents Necessary to Approve the Proposed Changes to the Kingsport Area**

**Minutes of the Regular Work Session of the Board of Mayor and Aldermen of  
Kingsport, Tennessee, Monday, May 19, 2008**

**Transit Service (KATS)** (AF: 142-2008). Alderman Shull expressed concern about public impression of the proposed fare increase and would like to hear public comment on the subject. Further Board discussion indicated a need for more published and advertised schedules, along with providing route shelters to help increase ridership and do a better job at providing mass transportation to area citizens.

**PUBLIC COMMENT.** Ms. Mary McNabb spoke about the KATS bus system and proposed fare increases. She indicated she rides on KATS on a regular basis and hasn't heard one person complain about the upcoming increase in fare. She believes this is a good proposal and believes most regular riders are thrilled about the shorter and more efficient routes planned.

Ms. Barbara Brown mentioned her appreciation of every improvement made to the City but has been very disappointed about a situation involving garbage pickup. She has been unable, for two months, to resolve an issue she has made known to various City departments and has been very disappointed with the lack of results.

Mayor Phillips acknowledged his awareness of the issue and the Board discussed options on how to enforce certain rules and the definition of *garbage* versus *trash/yard waste*. Mr. McReynolds responded that Public Works has been trying to educate citizens and allow time for compliance before enforcement.

The Mayor stated that the Board was not prepared to enter into a lengthy debate or discussion at this time and requested that Mr. McReynolds and Mr. Campbell meet to discuss this particular issue to find a suitable resolution.

**8. BUDGET PRESENTATION.** Mayor Phillips summarized the status of the City's FY09 budget process and stated that the City Manager would like to have first reading of the budget ordinance passed at tomorrow night's regular meeting to allow sufficient time to publish, as required. In follow-up to the BMA's latest budget discussion, the City Manager provided Board members with a handout of *Reductions in FY08-09 Proposed Budget*. Essentially, the reductions included reducing the Employee Performance Award from \$240,000 to \$160,000 and removing five of the requested new positions, leaving six still in the budget. The fuel budget had been increased to reflect \$3.65 per gallon with a total fuel budget of \$1,770,250. Mr. Campbell has requested that the Board reconsider adding the five removed staff positions in November 2008, provided that revenues are sufficient at that time to support all or some.

**9. ADJOURN.** Seeing no other matters presented for discussion at this work session, Mayor Phillips adjourned the meeting at 6:00 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 20, 2008, 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:** Led by Chaplain Joy Jeanette of the Rolling Thunder.
- II.B. **INVOCATION:** by Pastor Carl Strickler of Fall Branch First Baptist Church.
- III. **ROLL CALL:** By City Recorder Demming. Absent: Alderman Charles K. Marsh, Jr.
- IV. **RECOGNITIONS AND PRESENTATIONS.**

A. **PROCLAMATION FOR SUZANNE BUROWS.** Mayor Phillips read and presented a proclamation to Ms. Burows, Volunteer Director of The Exchange Place, praising her for capturing the history of the area and for her many endeavors to inspire other citizens to make Kingsport a better place to live and the Mayor named May 20, 2008 as *Suzanne Burows Day* in the City of Kingsport.

B. **PROCLAMATION FOR ROLLING THUNDER, INC.** Mayor Phillips read and presented a proclamation to Chaplain Joy Jeannette, President of the California Chapter of the Rolling Thunder, in support of its Spirit of Freedom ride from California to Washington, D.C., organized to remember and thank members of the military - past and present - their families, former prisoners of war and those still missing in action. The Mayor proclaimed May 20, 2008 as *Spirit of Freedom Ride Day* in the City of Kingsport.

Chaplain Jeannette spoke of the gratitude the Rolling Thunder chapter has for military veterans and presented the Mayor with a poster of *Flight of Thunder* showing helicopters utilized in the Vietnam War.

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, May 20, 2008**

**C. RECOGNITION OF BUILDING DEPARTMENT OFFICIAL KEITH BRUNER.** Mayor Phillips announced that Mr. Keith Bruner, a 10-year City building department employee, has been named *Tennessee Building Code Official of the Year*, the first time any official in this region has been recognized for this honor. Mayor Phillips praised the City's entire building department for its contributions in making Kingsport attractive for people to build and develop here. Mr. Bruner thanked the Board and expressed his humble appreciation for receipt of this honor and complimented the cooperative working relationship between the building department and the City's fire marshal's office that assisted in achieving this award.

**D. KEEP KINGSFORT BEAUTIFUL BEAUTIFICATION AWARD.** Mr. Bill Fortenberry, a volunteer member of Keep Kingsport Beautiful, presented and narrated a pictorial slide presentation of landscapes showing several residences, a business, and a church selected to receive Keep Kingsport Beautiful Award honors sponsored by Blue Ridge Properties for May 2008. Alderman Munsey commended the award winners on their contributions to the attractive surroundings of Kingsport and presented award certificates to those honorees in attendance.

**V. APPROVAL OF MINUTES.**

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

- A. May 5, 2008 Regular Work Session
- B. May 6, 2008 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 Rock Springs South #6 Annexation Area and Consideration of a Resolution Adopting the Plan of Services (AF: 130-2008).**

Motion/Second: Shull/Joh, to pass:

AN ORDINANCE TO ANNEX THAT CERTAIN TERRITORY ADJOINING THE PRESENT CORPORATE BOUNDARIES OF THE CITY OF KINGSFORT, EMBRACING THAT CERTAIN PART OF THE 13TH CIVIL DISTRICT OF SULLIVAN COUNTY, TENNESSEE, AND KNOWN AS THE ROCK SPRINGS SOUTH AREA #6 ANNEXATION, AS HEREINAFTER DESCRIBED; TO INCORPORATE THE SAME WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF KINGSFORT, TENNESSEE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on 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 20, 2008**

Motion/Second: Mallicote/Munsey, to postpone consideration of these ordinances and the proposed resolution until City Manager advises further whether residents are in favor of this annexation

Passed: All present voting "aye."

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

**2. Public Hearing and Consideration of an Ordinance to Amend the Zoning Code, Text and Map, to Zone Property at 4320 West Stone Drive to B-3, General Business District (AF: 121-2008).**

Motion/Second: Joh/Munsey, to pass:

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO ZONE PROPERTY ALONG WEST STONE DRIVE TO B-3 GENERAL BUSINESS DISTRICT, IN THE 7TH CIVIL DISTRICT OF HAWKINS COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

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

**3. Public Hearing and Consideration of an Ordinance to Amend the Zoning of Three (3) Parcels Located in the Old Island Development off Island Road (AF: 117-2008).**

Motion/Second: Munsey/Shupe, to pass:

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO ZONE PROPERTY WITHIN THE OLD ISLAND DEVELOPMENT OFF BRAEMERE DRIVE AND OLD ISLAND ROAD FROM PD, PLANNED DISTRICT, AND B-1, NEIGHBORHOOD COMMERCIAL TO R-1B, SINGLE FAMILY DISTRICT IN THE 7TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**PUBLIC COMMENT ON ITEM VI.AA.3.** Mr. Calvin Clifton spoke on behalf of the owners and developers in this area and expressed appreciation for the ease in working with City staff members.

**4. Public Hearing and Consideration of an Ordinance to Amend the Zoning Code, Text and Map, to Zone Property along Virgil Avenue to R-3, Multi-Family Residential District (AF: 122-2008).**

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, May 20, 2008**

Motion/Second: Joh/Shupe, to pass:

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO ZONE PROPERTY ALONG VIRGIL AVENUE TO R-3 MULTI-FAMILY RESIDENTIAL DISTRICT, IN THE 12TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**PUBLIC COMMENT ON ITEM VI.AA.4.** None.

**5. Public Hearing and Consideration of Ordinances to Annex/Amend Zoning of the Owner-Initiated Rock Springs South Annexations and Consideration of a Resolution Adopting the Plan of Services (AF: 131-2008).**

Motion/Second: Munsey/Shupe, to pass:

AN ORDINANCE TO ANNEX THAT CERTAIN TERRITORY ADJOINING THE PRESENT CORPORATE BOUNDARIES OF THE CITY OF KINGSPORT, EMBRACING THAT CERTAIN PART OF THE 13TH CIVIL DISTRICT OF SULLIVAN COUNTY, TENNESSEE, AND KNOWN AS THE OWNER PETITIONED AREAS OF ROCK SPRINGS SOUTH AREA ANNEXATION, AS HEREINAFTER DESCRIBED; TO INCORPORATE THE SAME WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF KINGSPORT, TENNESSEE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

Motion/Second: Joh/Munsey, to pass:

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO ZONE PROPERTY ALONG ROCK SPRINGS ROAD KNOWN AS THE OWNER INITIATED ANNEXATION AREAS OF ROCK SPRINGS SOUTH TO R-1B SINGLE FAMILY RESIDENTIAL DISTRICT, IN THE 13TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

Motion/Second: Shull/Joh, to pass:

**Resolution No. 2008-208**, A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE OWNER-INITIATED ROCK SPRINGS SOUTH AREA PARCELS ANNEXATION AREA OF THE CITY OF KINGSPORT, TENNESSEE

Passed: All present voting "aye."

**PUBLIC COMMENT ON ITEM VI.AA.5.** None.

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, May 20, 2008**

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

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

**1. Consideration of a Resolution Authorizing the Mayor to Execute all Documents Necessary to Enter into an Agreement for Grant Funds with the Cherokee Preservation Foundation, and Consideration of an Ordinance to Appropriate the Funds (AF: 147-2008).**

Motion/Second: Munsey/Joh, to pass:

**Resolution No. 2008-209, A RESOLUTION TO AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO RECEIVE CHEROKEE PRESERVATION FOUNDATION GRANT FUNDS**

Passed: All present voting "aye."

Motion/Second: Joh/Mallicote, to pass:

**AN ORDINANCE TO AMEND THE GENERAL PROJECT-SPECIAL REVENUE FUND BY APPROPRIATING FUNDS RECEIVED FROM THE CHEROKEE PRESERVATION FOUNDATION GRANT AND BY TRANSFERRING FUNDS FROM THE GENERAL FUND BUDGET TO ESTABLISH THE RIVERWALK PROJECT (NC0809) GRANT FOR THE FISCAL YEAR ENDING JUNE 30, 2008; 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 the Mayor to Execute all Document Necessary to Approve the Proposed Changes to the Kingsport Area Transit Service (AF: 142-2008).** Assistant to the City Manager, Chris McCartt, provided the background information on this agenda item.

Motion/Second: Joh/Munsey, to pass:

**Resolution No. 2008-210, A RESOLUTION APPROVING CHANGES TO SERVICES PROVIDED BY THE KINGSFORT AREA TRANSIT SERVICE (KATS) AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPROVE THE CHANGES**

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 20, 2008**

**2. Consideration of a Resolution to Adopt the Sanitary Sewer  
Installment Fee Policy (AF: 141-2008).**

Motion/Second: Munsey/Joh, to pass:

**Resolution No. 2008-211**, A RESOLUTION ADOPTING A SANITARY SEWER TAP PURCHASE INSTALLMENT PLAN POLICY ESTABLISHING GUIDELINES FOR PAYMENT FOR THE PURCHASE OF A RESIDENTIAL SANITARY SEWER TAP THROUGH AN INSTALLMENT PLAN

Passed: All present voting "aye."

**3. Consideration of a Resolution Authorizing the Mayor to Execute a  
Right-of-Way Easement with Kingsport Power Company (AF: 144-2008).**

Motion/Second: Munsey/Shupe, to pass:

**Resolution No. 2008-212**, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A RIGHT-OF-WAY EASEMENT WITH KINGSFORT POWER COMPANY

Passed: All present voting "aye."

**4. Consideration of a Resolution Adoption Vacation, Sick,  
Bereavement, and Adoption, Pregnancy, Childbirth and Infant Nursing Leave  
Policies (AF: 139-2008).**

Motion/Second: Joh/Shupe, to pass:

**Resolution No. 2008-213**, A RESOLUTION ADOPTING A VACATION LEAVE POLICY, A SICK LEAVE POLICY, A BEREAVEMENT LEAVE POLICY, AND A LEAVE FOR ADOPTION, PREGNANCY, CHILDBIRTH, AND INFANT NURSING POLICY FOR CITY EMPLOYEES

Passed: All present voting "aye."

**5. Consideration of a Resolution to Approve Operational  
Rules/Policies for the Dog Park and to Allow the Dog Park Fee Schedule to be  
Included in the City's Annual Fee Resolution (AF: 138-2008).**

Motion/Second: Shull/Joh, to pass:

**Resolution No. 2008-214**, A RESOLUTION APPROVING OPERATIONAL RULES/ POLICIES AND FEES FOR THE KINGSFORT DOG PARK

Passed: All present voting "aye."

**6. Consideration of a Resolution Authorizing the Mayor to Execute a  
Release Agreement for Tennessee Farmers Mutual Insurance, Danny Vicars and  
Dustin Vicars (AF: 136-2008).**

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, May 20, 2008**

Motion/Second: Munsey/Mallicote, to pass:

**Resolution No. 2008-215**, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A RELEASE FOR PROPERTY DAMAGE ONLY DISCHARGING DANNY VICARS, DUSTIN VICARS, AND TENNESSEE FARMERS MUTUAL INSURANCE FROM ANY AND ALL CLAIMS WHATSOEVER ARISING FROM A VEHICLE ACCIDENT WHICH DAMAGED A CITY GMC DUMP TRUCK ON MAY 24, 2007

Passed: All present voting "aye."

**7. Consideration of a Resolution Authorizing the Mayor to Execute Thirteen (13) Sculpture Walk Exhibition Artist Agreements for the 2008-2009 Sculpture Walk Exhibition (AF: 145-2008).**

Motion/Second: Joh/Shupe, to pass:

**Resolution No. 2008-216**, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS WITH UP TO THIRTEEN ARTISTS FOR THE SCULPTURE WALK EXHIBITION SCHEDULED FOR MAY 25, 2008 THROUGH April 30, 2009

Passed: All present voting "aye."

**8. Consideration of a Resolution Authorizing the Mayor to Sign all Documents Necessary to Apply for and Receive a Renewable Energy and Energy Efficiency Grant through the Appalachian Regional Commission (AF: 148-2008).**

Motion/Second: Shupe/Joh, to pass:

**Resolution No. 2008-217**, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A RENEWABLE ENERGY AND ENERGY EFFICIENCY GRANT THROUGH THE APPALACHIAN REGIONAL COMMISSION

Passed: All present voting "aye."

**E. APPOINTMENTS.**

**1. Consideration of Appointment to the Kingsport Public Library Commission (AF: 143-2008).**

Motion/Second: Munsey/Shull, to approve

APPOINTMENT OF MS. BARBARA GOODLETT TO A THREE-YEAR TERM ON THE KINGSFORT PUBLIC LIBRARY COMMISSION, EFFECTIVE IMMEDIATELY AND EXPIRING MARCH 31, 2011

Passed: All present voting "aye."

**VII. CONSENT AGENDA.**

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, May 20, 2008**

**Consent Agenda items are considered under one motion. Alderman Shull requested that Item VII.3 be pulled for further Board discussion.**

Motion/Second: Mallicote/Shull, to adopt, approve and pass Items 1, 2 and 4:

**1. Consideration of an Ordinance to Appropriate the Additional Funds Received from the First Tennessee Area Agency on Aging & Disability and to Appropriate Funds Received from the State of Tennessee Community Enhancement Grant (AF: 132-2008).**

Adopt:

**Ordinance No. 5685, AN ORDINANCE TO AMEND THE SENIOR CITIZENS BUDGET IN THE GENERAL FUND FOR THE FISCAL YEAR ENDING JUNE 30, 2008; 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 a Resolution to Authorize the Mayor to Sign all Documents Necessary to Enter into a Materials Agreement with Jerry Petzoldt related to Old Island Phase II and an Ordinance to Appropriate the Funds (AF: 127-2008).**

Adopt:

**Ordinance No. 5686, AN ORDINANCE TO AMEND THE WATER PROJECT FUND BY TRANSFERRING FUNDS TO ESTABLISH THE OLD ISLAND PHASE II DEVELOPMENT MATERIALS AGREEMENT PROJECT (WA0863); 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."

**4. Consideration of an Approval of Offer for Easements and Rights-of-Way for the Netherland Inn/11W Drainage Improvements Project (AF: 146-2008).**

Approve:

**OFFER FOR EASEMENTS AND RIGHTS-OF-WAY FOR THE NETHERLAND INN/11W DRAINAGE IMPROVEMENTS PROJECT**

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

***Consent agenda Item VII.3 was pulled, discussed and considered separately as requested by Alderman Shull as follows:***

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, May 20, 2008**

**3. Consideration of an Ordinance Creating the Higher Education Center Advisory Commission (AF: 137-2008).** Alderman Shull disclosed that, effective July 1, 2008, he will be employed as Vice-President for Administration and Chief of Staff to the President at Virginia Intermont College and his employment may pose a conflict of interest issue on future BMA consideration of higher education matters and he will, with the City Attorney's input, carefully deliberate as each arises. Regarding this particular action item, he reiterated comments made previously by Alderman Marsh (absent at this meeting) and urged the Mayor, in his appointments to this commission, to include some reputable, solid area businessmen and those able to act fairly in the interest of all colleges involved. He further commented that he supports this commission and, as both a Kingsport citizen and an alderman, has a strong desire to see the Higher Education Center (HEC) succeed.

Motion/Second: Mallicote/Shupe, to adopt:

**Ordinance No. 5687, AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF KINGSFORT, TENNESSEE, CHAPTER 2, ARTICLE IV, TO CREATE A HIGHER EDUCATION CENTER ADVISORY COMMISSION; TO ESTABLISH THE PURPOSES, COMPOSITION, AND FUNCTIONS THEREOF; 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."

## **VIII. COMMUNICATIONS.**

**A. CITY MANAGER.** City Manager Campbell congratulated Alderman Shull on his new position with Virginia Intermont and stated that the City would be glad to include them as one of the HEC colleges.

Mr. Campbell also shared that he had just learned late today that the City received Moody's A-1 rating for the bond issuance scheduled for next week and confirming the City has maintained a very manageable level of debt.

**B. MAYOR AND BOARD MEMBERS.** Alderman Joh stated she is delighted about the excitement going on in Kingsport regarding downtown concerts, public art, downtown development, all of which are creating an optimistic attitude around the area. She also mentioned that Dobyns-Bennett High School has completed installation of the artificial field turf and the field will be dedicated and ready for use.

Mayor Phillips presented the plaque the City received as *Best City for Walkers Award* pertaining to the City's Greenbelt. He reported that the City received a lot of good publicity from the award by being named in a national magazine.

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, May 20, 2008**

Alderman Shull wanted it made known that his family business, Mary's Kitchen Shop, will remain open and operated by his wife, Mary, as he begins his new employment.

**D. VISITORS.** Ms. Gene Williams of 1025 Catawba Street, Kingsport, reported her concern that Kingsport citizens do not have a local contact for problems with services such as electricity and gas and requested the BMA require something be done. She also mentioned that, since the traffic calming devices were installed on Watauga Street, more speeding traffic is now traveling Catawba Street (located just one block down), on which a school and school children walking to and from school are located. She asked the Board to consider traffic calming on this street also.

Mayor Phillip commiserated with the local service issue and explained that, in order to require local offices, the trade-off is increased costs to citizens.

**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



**Public Hearing for Annexation Annual Plan of Services Report**

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

Action Form No.: AF: 140-2008  
 Work Session: June 02, 2008  
 First Reading: June 03, 2008  
 Final Adoption: N/A  
 Staff Work By: F. Koder  
 Presentation By: F. Koder

**BMA Strategic Plan 2007-2008**

- KSF # 4: Stewardship of the Public Funds
- KSF # 7: Superior Quality of Life
- KSF # 8: Safe Community

**Recommendation:**

Conduct a Public Hearing and receive comment concerning the Annual Plan of Services Report for unfulfilled Annexation commitments for June 2008.

- Ft. Henry Annexation Area #2 – Ordinance 5228 – Annual Update
- Ft. Henry Annexation Area #5 – Ordinance 5242 – Annual Update
- Ft. Henry Annexation Area #6 – Ordinance 5244 - Annual Update
- Ft. Henry Annexation Area #8 – Ordinance 5246 – Annual Update
- Ft. Henry Annexation Ph. II Area #4 – Ordinance 5254 - Annual Update

**Executive Summary:**

Tennessee Code Annotated 6-51-108 states in part "...upon expiration of six (6) months from the date any annexed territory for which a Plan of Service has been adopted becomes a part of the annexing of the municipality, and annually thereafter until such services have been extended according to such plan, there shall be prepared and published in the newspaper of general circulation in the municipality a report of the progress made in the preceding year... the governing body by municipality shall publish notice of the public hearing on such progress reports and changes, and hold such hearings thereon..." As a result of this statute, and the need to conduct annual public hearings concerning unfulfilled Plan of Service commitments, it is required that the Board of Mayor and Aldermen conduct a public hearing to receive comments concerning the Annual Plan of Service Reports. The Notice of Public Hearing was published on May 18, 2008.

**Attachments:**

1. Annual Plan of Services Report
2. Notice of Public Hearing
3. Plan of Services
4. Map
5. Plan of Services Spreadsheet

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

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

## NOTICE OF PUBLIC HEARING

The Kingsport Board of Mayor and Aldermen will conduct a public hearing concerning the ANNUAL PLAN OF SERVICE (POS) REPORT—June, on the following annexation area at its June 3, 2008 regular business meeting at 7:00 P.M. in the courtroom of the City Hall Building, 225 W. Center Street, Kingsport Tennessee.

Annexation Area: Ft. Henry Drive Area #5. No. 5242  
Effective Date: 12/02/04  
POS, deadline: Sewer Service – Completed.

Annexation Area: Ft. Henry Drive Area #6. No. 5244  
Effective Date: 12/02/04  
POS, deadline: Sewer Service – Completed.

Annexation Area: Ft. Henry Drive Area #2. No. 5228  
Effective Date: 12/02/04  
POS, deadline: Waterlines & Fire Hydrants – Completed.

Annexation Area: Ft. Henry Drive Area #8. No. 5246  
Effective Date: 12/02/04  
POS, deadline: Waterlines & Fire Hydrants – Completed.

Annexation Area: Ft. Henry Drive PH II Area #4. No. 5242  
Effective Date: 12/16/04  
POS, deadline: Waterlines & Fire Hydrants – Completed.

City of Kingsport  
Liz Gilbert, Finance Dept.  
P1T: 05/18/07

## JUNE 2008 ANNUAL PLAN OF SERVICE REPORT

<u>Annexation Area</u>	<u>Effective Date</u>	<u>POS Deadline</u>	<u>Est. Completion</u>
Ft. Henry Drive Area #5 Ordinance No. 5242	12/02/04	Sewer Service	Completed

<u>Annexation Area</u>	<u>Effective Date</u>	<u>POS Deadline</u>	<u>Est. Completion</u>
Ft. Henry Drive Area #6 Ordinance No. 5244	12/02/04	Sewer Service	Completed

<u>Annexation Area</u>	<u>Effective Date</u>	<u>POS Deadline</u>	<u>Est. Completion</u>
Ft. Henry Drive Area #2 Ordinance No. 5228	12/02/04	Water lines & Fire Hydrants	Completed

<u>Annexation Area</u>	<u>Effective Date</u>	<u>POS Deadline</u>	<u>Est. Completion</u>
Ft. Henry Drive Area #8 Ordinance No. 5246	12/02/04	Water lines & Fire Hydrants	Completed

<u>Annexation Area</u>	<u>Effective Date</u>	<u>POS Deadline</u>	<u>Est. Completion</u>
Ft. Henry Drive Ph II Area #4 Ordinance No. 5254	12/16/04	Water lines & Fire Hydrants	Completed

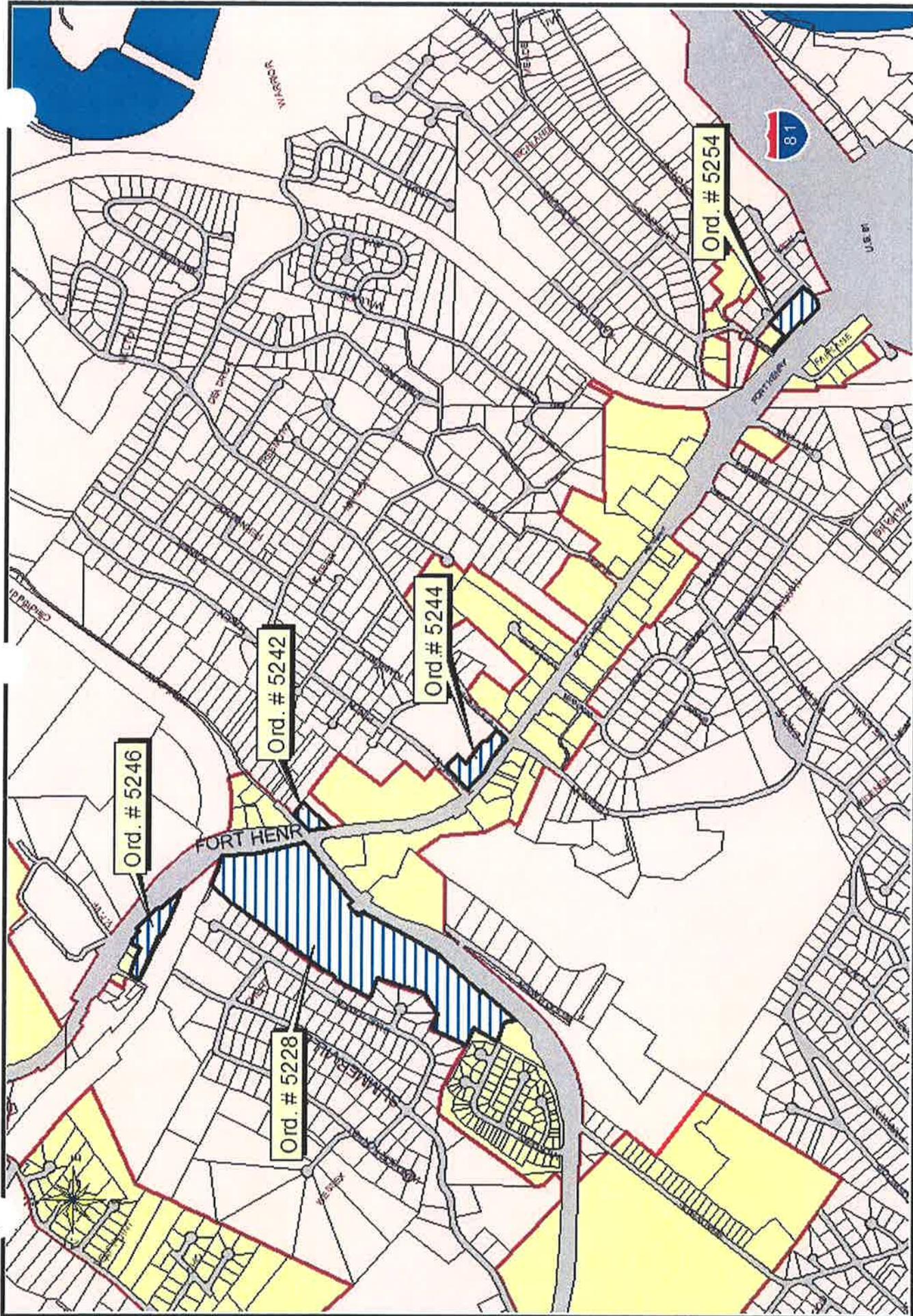
2008 ANNEXATION PLAN OF SERVICES UPDATE: ANNEXATIONS BY THE CITY OF KINGSPORT TENNESSEE

Pursuant to Tennessee Code Annotated 6-51-108, the City of Kingsport Tennessee is presenting the following report of progress on adopted Plans of Services. Furthermore, pursuant to Tennessee Code Annotated 6-51-108, a Public Hearing will be held at the June 3, 2008, Board of Mayor and Alderman meeting at City Hall, to report on the progress of adopted Plans of Services.

ANNEXATION PROJECT and LOCATION	ORD No.	EFFECTIVE DATE	TRAFFIC CONTROL	INSPECTION SERVICES	ANIMAL CONTROL	STORM SEWERS	LEAF & LITTER SERVICES	GRAFFITI CONTROL	OTHER SERVICES
90-301-00011 Stapleton Drive	3250	Apr 20, 1990	Available	Available	Available	Available	Available	Available	Available
94-301-00002 Idle Hour Road/ Clint Street	3801	Feb 18, 1994	Available	Available	Available	Available	Available	Available	Available
02-301-00004 Fordtown Road Crossroads Area	5045	Oct 17, 2002	Available	Available	Available	Available	Available	Available	Available
02-301-00003 Bachman Property Sullivan Gardens Parkway	5100	May 15, 2003	Available	Available	Available	Available	Available	Available	Available
04-301-00004 Ft. Henry Dr Area #2	5228	Nov 5, 2004	Available	Available	Available	Available	Available	Available	Available
04-301-00006 Ft. Henry Dr Area #5	5242	Dec 2, 2004	Available	Available	Available	Available	Available	Available	Available
04-301-00007 Ft. Henry Dr Area #6	5244	Dec 2, 2004	Available	Available	Available	Available	Available	Available	Available
04-301-00009 Ft. Henry Dr Area #8	5246	Dec 2, 2004	Available	Available	Available	Available	Available	Available	Available
04-301-00014 Ft. Henry Dr Phase II Area #4	5254	Dec 16, 2004	Available	Available	Available	Available	Available	Available	Available
05-301-00003 Rock Springs Rd. Area # 1	5351	Dec 31, 2006	Available	Available	Available	Available	Available	Available	Available
05-301-00017 Bell Ridge Annexation #3	5362	Jun 16, 2006	Available	Available	Available	Available	Available	Available	Available
06-301-00001 Bridwell Annexation - Rock Springs	5406	Jun 2, 2006	Available	Available	Available	Available	Available	Available	Available
06-301-00002 Mckee Annexation - Memorial Blvd	5397	Jun 2, 2006	Available	Available	Available	Available	Available	Available	Available
06-301-00004 Rock Springs South Area #2	5535	Apr 5, 2008	April 5, 2013	April 5, 2013	Available	Available	Available	Available	Available
07-301-00002 Rock Springs South Area #1	5606	Litigation							
06-301-00005 Rock Springs South Area #3 North Side	5542	Litigation							
06-301-00007 Rock Springs South Area #5 South Side	5544	Litigation							
07-301-00003 Old Island Annexation	5589	Sep 20, 2007	Available	Available	Available	Available	Available	Available	Available
07-301-00010 213 Colonial Heights Road Annexation	5599	Nov 1, 2007	Available	Available	Available	Available	Available	Available	Available
07-301-00020 Rock Springs South Area #3 South Side	5620	Litigation							
06-301-00006 Rock Springs South Area #4	5632	Litigation							
07-301-00012 Kendrick Annexation	5636	Feb 14, 2008							
06-301-00022 Rock Springs South Area #5 North Side	5641	Litigation							
07-301-00018 Meadows Annexation	5643	Mar 6, 2008							
07-301-00014 Preston Park Lot 9 Annexation	5651	Mar 20, 2008							
07-301-00017 Taylor Annexation	5653	Mar 20, 2008							
07-301-00004 Rock Springs South Area # 6									
07-301-00005 Rock Springs South Area # 7									
07-301-00006 Rock Springs South Area # 8									

NOTES:

1. Service to this area will be extended as future development warrants or as health issues require
2. The previous page sections are titled and listed in the order prescribed by Tennessee law. This page lists sections that are provided by the City of Kingsport in addition to the minimum requirements
3. When requested or development warrants.



# June 2008 Plan of Service Update





## AGENDA ACTION FORM

### Public Hearing and Consideration of an Ordinance to Adopt the FY08-09 Budget

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

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

Action Form No.: AF166-2008  
 Work Session: June 02, 2008  
 First Reading: June 03, 2008

Final Adoption: June 17, 2008  
 Staff Work By: Judy Smith  
 Presentation By: Smith, Campbell

#### **BMA Strategic Plan 2005-2006**

(CV=Core Value, KSF=Key Success Factor, KSO=Key Strategic Objective)

CV #1: Value Citizens; #2: Integrity

KSF # 4,6: Stewardship of Public Funds; Reliable and Dependable Infrastructure

KSO #: N/A

#### **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: \_\_\_\_\_

	Y	N	O
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, 2008 AND ENDING ~~JUNE 30, 2009~~ AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

**PRE-FILED  
CITY RECORDER**

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, 2008 and ending June 30, 2009 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 FY08-09 Budget of \$169,315,850 less inter-fund transfers, \$43,566,100, Net Total Budget Revenues \$125,749,750 are hereby appropriated.

The estimated expenditures for the Total FY08-09 Budget of \$169,315,850 less inter-fund transfers \$43,566,100, Net Total Budget Expenditures \$125,749,750 are hereby appropriated.

Estimated Revenues and Appropriations for the Fiscal Period July 1, 2008 - June 30, 2009

110- General Fund

<u>Revenues</u>		<u>Expenditures</u>	
Property Taxes	\$31,551,600	Legislative	\$188,200
Gross Receipts Taxes	4,304,200	General Government	7,732,950
Licenses & Permits	811,700	Development Services Dept.	1,643,200
Fines & Forfeitures	2,025,700	Leisure Services Dept.	4,803,500
Investments	546,000	Police Department	10,637,300
Charges for Services	2,977,400	Fire Department	7,260,900
Miscellaneous	771,000	Public Works Department	8,331,700
From Other Agencies	15,110,800	Miscellaneous/Transfers	24,453,450
State Shared	5,232,800		
Fund Balance	920,000		
From Regional Sales Tax	800,000		
<b>Total Revenues</b>	<b>\$65,051,200</b>	<b>Total Expenditures</b>	<b>\$65,051,200</b>

211- Debt Service Fund

<u>Revenues</u>		<u>Expenditures</u>	
From General Fund	\$2,298,100	Redemption of Serial Bonds	\$7,750,100
From School Fund	6,171,900	Interest on Bonds/Notes	2,525,900
From General Proj. Fund	1,343,600	Misc	31,300
From Eastman Long Island	460,400	Bank Service Charges	6,000
Interest on Investments	39,300		
<b>Total Revenues</b>	<b>\$10,313,300</b>	<b>Total Expenditures</b>	<b>\$10,313,300</b>

415- Solid Waste Management Fund

<u>Revenues</u>		<u>Expenditures</u>	
Commercial/Inds. Fees	\$312,000	Yardwaste Trash Coll.	\$638,000
Tipping Fees	400,000	Household Refuse Coll.	1,640,400
Backdoor Collection	25,000	Demolition Landfill	849,100
Tire Disposal	2,000	Recycling	455,600
Investments	21,000	Miscellaneous	53,900
From General Fund	2,622,000	Other Expenses	235,200
Fund Balance	490,200		
<b>Total Revenues</b>	<b>\$3,872,200</b>	<b>Total Expenditures</b>	<b>\$3,872,200</b>

420- MeadowView Conference Center Fund

<u>Revenues</u>		<u>Expenditures</u>	
Room Surcharge	\$107,900	Operations	1,067,400
Investments	9,000	Capital	777,900
From Regl Sales Tx Fund	1,233,500		
FF&E Fees	157,900		

	From Sinking Fund	337,000		
	Total Revenues	\$1,845,300	Total Expenditures	\$1,845,300
421-	Cattails Golf Course Fund			
	<u>Revenues</u>		<u>Expenditures</u>	
	Sales & Fees	\$989,000	Operations	\$1,037,100
	Investments	1,000	Debt Service	660,700
	From Regional Sales Tax Fund	783,100	Capital Outlay	105,300
	From Sinking Fund	30,000		
	Total Revenues	\$1,803,100	Total Expenditures	\$1,803,100
511-	Fleet Internal Service Fund			
	<u>Revenues</u>		<u>Expenditures</u>	
	Charges/Sales & Serv.	\$3,764,400	Operations	\$7,224,600
	Depreciation Recovery	1,570,300	Motor Pool	25,100
	Investments	130,000	Transfers	0
	From Fleet Reserve	1,785,000		
	Total Revenues	\$7,249,700	Total Expenditures	\$7,249,700
615-	Risk Management Service Fund			
	<u>Revenues</u>		<u>Expenditures</u>	
	Charges/Sales & Serv.	\$2,085,600	Administration & Prem	\$812,500
			Insurance Claims	1,273,100
	Total Revenues	\$2,085,600	Total Expenditures	\$2,085,600
625-	Health Insurance Fund			
	<u>Revenues</u>		<u>Expenditures</u>	
	City Contribution	\$3,750,000	Administration	\$753,600
	Employee Contributions	1,600,200	Insurance Claims	4,901,400
	Fund Balance	238,800		
	Investments	66,000		0
	Total Revenues	\$5,655,000	Total Expenditures	\$5,655,000
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	\$32,000
	Judicial District	9,000	Supplies & Equipment	33,000
	Court Fines & Costs/Local	74,000	Personal Services	8,600
	Fund Balance	33,600	Capital Outlay	55,000
	Total Revenues	\$128,600	Total Expenditures	\$128,600
141	General Purpose School Fund			
	<u>Revenues</u>		<u>Expenditures</u>	
	Taxes	\$20,632,000	Educational Services	\$52,179,700
	From State of TN	22,552,250	To Debt Service Fund	6,171,900
	From Federal Government	200,000	Transfers	1,703,300
	Charges for Services	1,191,700		
	Direct Federal	56,500		
	Miscellaneous	140,000		
	From General Fund-MOE	8,721,400		
	From General Fund-Debt	5,648,700		
	From School Project Fund	10,000		
	Fund Balance Approp.	379,150		
	From Eastman Annex Fund	523,200		
	Total Revenues	\$60,054,900	Total Expenditures	\$60,054,900

147	School Food & Nutrition Services Fund			
	<u>Revenues</u>		<u>Expenditures</u>	
	Meals	\$2,774,250	Personnel Services	\$1,382,100
	Investments	9,700	Commodities	1,427,650
	From State of TN	28,400	Fixed Charges	14,600
	Unrealized Commodity Value	172,000	Capital Outlay	160,000
	Total Revenues	\$2,984,350	Total Expenditures	\$2,984,350
121	State Street Aid Fund			
	<u>Revenues</u>		<u>Expenditures</u>	
	From State of TN	\$1,298,700	Maintenance	\$1,908,700
	From General Fund	780,000	Street s & Sidewalks	170,000
	Total Revenues	\$2,078,700	Total Expenditures	\$2,078,700
130-	Regional Sales Tax Fund			
	<u>Revenues</u>		<u>Expenditures</u>	
	Local Option Sales Tax	\$2,790,600	To MeadowView Fund	\$1,233,500
	Investments	26,000	To Cattails Fund	783,100
			To General Fund	800,000
	Total Revenues	\$2,816,600	Total Expenditures	\$2,816,600
133	Eastman Long Island Tax Fund			
	<u>Revenues</u>		<u>Expenditures</u>	
	From the Gen Fund	\$1,422,400	To School Fund	\$523,200
	Fund Balance	\$0	To Debt Service	\$460,400
			To Other Funds	\$438,800
	Total Revenues	\$1,422,400	Total Expenditures	\$1,422,400
620	Allendale Trust Fund			
	<u>Revenues</u>		<u>Expenditures</u>	
	Investments	\$6,000	Maintenance	\$6,000
	Total Revenues	\$6,000	Total Expenditures	\$6,000
612	Bays Mountain Park Commission Fund			
	<u>Revenues</u>		<u>Expenditures</u>	
	Investments	\$4,000	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
617	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	\$73,800	Supplies & Services	\$15,300
	Donations	7,000	Contractual	72,500
	Fund Balance Appropriations	6,200		
	Investments	800		
	Total Revenues	\$87,800	Total Expenditures	\$87,800

621	Steadman Cemetery Trust Fund			
	<u>Revenues</u>		<u>Expenditures</u>	
	Investments	\$100	Maintenance	\$100
	Total Revenues	\$100	Total Expenditures	\$100
5	Visitor's Enhancement Fund			
	<u>Revenues</u>		<u>Expenditures</u>	
	Tax -Other-Room Occupancy	\$320,700	Operations	\$218,100
	Reserves	44,300	Transfers	146,900
	Total Revenues	\$365,000	Total Expenditures	\$365,000
626	Retiree's Insurance Fund			
	<u>Revenues</u>		<u>Expenditures</u>	
	City Contributions	\$600,000	Administration	\$628,400
	Employee Contributions	327,000	Insurance Claims	798,600
	Reserves	500,000		
	Total Revenues	\$1,427,000		\$1,427,000
	<u>ALL FUNDS' REVENUE SUMMARY</u>		<u>ALL FUNDS' EXPENDITURE SUMMARY</u>	
	Gross Revenues	\$169,315,850	Gross Expenditures	\$169,315,850
	Less Interfund Transfers	\$43,566,100	Less Interfund Transfers	\$43,566,100
	Total FY08 Revenues	\$125,749,750	Total FY08 Expenditures	\$125,749,750

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 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. The pay plan step increases, the performance bonus, and 2% pay adjustment is applicable to all employees of the City and is hereby approved, effective July 1, 2008. The city manager will receive a 2% pay plan increase, the performance bonus and a 2% pay adjustment and is hereby approved, effective July 1, 2008.

Section VIII. The Retiree Health Insurance will be pooled separately effective July 1, 2008. The City's Contribution to the Retiree's pool is \$600,000 beginning in FY09 and the City will designate \$600,000 from the General Fund reserve as a reserve for the Retiree's Health Insurance Fund. The retiree's contribution will be based upon years of service and will increase by the following percentages above the active employees over a four year period: Thirty year service retirees will pay 5%, twenty-nine years of service will pay 6%, twenty-eight years of service will pay 7%, twenty-seven years of service will pay 8%, twenty-six years of service will pay 9%, twenty-five years will pay 10% more than active employees. Five to twenty-four years of service, contributions will increase by 1.5% for each year.

Section IX. That this ordinance shall take effect on July 1, 2008, the welfare of the City of Kingsport requiring it.



AGENDA ACTION FORM

Public Hearing and Consideration of an Ordinance to Adopt the FY08-09 Water Fund Budget

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

Action Form No.: AF167-2008  
Work Session: June 02, 2008  
First Reading: June 03, 2008  
Final Adoption: June 17, 2008  
Staff Work By: Judy Smith  
Presentation By: Smith, Campbell

**BMA Strategic Plan 2005-2006**  
(CV=Core Value, KSF=Key Success Factor, KSO=Key Strategic Objective)  
CV #1: Value Citizens; #2: Integrity  
KSF # 4,6: Stewardship of Public Funds; Reliable and Dependable Infrastructure  
KSO #: N/A

Recommendation:

Approve the ordinance.

Executive Summary:

The ordinance for the water fund budget includes a water rate increase of 3.5% 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 WATER FUND BUDGET AND APPROPRIATING FUNDS FOR THE FISCAL YEAR BEGINNING JULY 1, 2008 AND 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 revenue received from the sources of income shown in the following summary of estimated revenues and expenditures for the Water Fund of the City's annual operating budget for the fiscal year beginning July 1, 2008 and ending June 30, 2009 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 FY08-09 Budget of \$13,334,000 less inter-fund transfers, \$2,460,400 Net Water Budget Revenues \$10,873,600 are hereby appropriated.

The estimated Water Fund expenditures for the FY08-09 Budget of \$13,334,000 less inter-fund transfers \$2,460,400 Net Water Fund Budget Expenditures \$10,873,600 are hereby appropriated.

Estimated Revenues and Appropriations for the Fiscal Period July 1, 2008 - June 30, 2009

411- Water Fund

<u>Revenues</u>		<u>Expenditures</u>	
Water Sales	\$12,265,000	Administration	\$1,351,000
Service Charges	172,000	Finance	340,200
Tap Fees	265,000	Water Plant	2,032,900
Penalties	155,000	Maintenance	3,373,100
Rental Income	10,000	Reading & Services	939,000
Investments	136,000	Pilot	393,000
Miscellaneous	5,000	Debt Service	2,150,700
Installation Fees	162,400	Miscellaneous	299,900
Admin Service Recovery	163,600	Capital Projects	2,454,200
<u>Total Revenues</u>	<u>\$13,334,000</u>	<u>Total Expenditures</u>	<u>\$13,334,000</u>
<u>Less Inter-fund Transfers</u>	<u>2,460,400</u>	<u>Less Inter-fund Transfers</u>	<u>2,460,400</u>
<u>Total Revenues</u>	<u>\$10,873,600</u>	<u>Total Expenditures</u>	<u>\$10,873,600</u>

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 in the ensuing fiscal year only 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 and a 2% pay adjustment is applicable to all employees of the City and is hereby approved, effective July 1, 2008. The city manager will receive a 2% step increase and a 2% pay adjustment, effective July 1, 2008.

Section VIII. That the Water Fund Rate Stabilization Plan (FY02-FY13), as amended, and the Capital Improvements Plan (FY09-FY13) 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 3.5% for customers living outside of the corporate limits. The water rate increases shall be applicable to all billings rendered on or after July 1, 2008.

Section IX. The Capital Improvements Plan (FY09-FY13) is hereby approved.

Section X. That this ordinance shall take effect on July 1, 2008, 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 FY08-09 Sewer Fund Budget**

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

Action Form No.: AF168-2008  
 Work Session: June 02, 2008  
 First Reading: June 03, 2008  
 Final Adoption: June 17, 2008  
 Staff Work By: Judy Smith  
 Presentation By: Smith, Campbell

**BMA Strategic Plan 2005-2006**

(CV=Core Value, KSF=Key Success Factor, KSO=Key Strategic Objective)

CV #1: Value Citizens; #2: Integrity

KSF # 4,6: Stewardship of Public Funds; Reliable and Dependable Infrastructure

KSO #: N/A

**Recommendation:**

Approve the ordinance.

**Executive Summary:**

The ordinance for the Sewer fund budget includes a sewer rate increase of 2.8% for inside the city customers and an 8% increase 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

AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE, ADOPTING A FINAL SEWER BUDGET AND APPROPRIATING FUNDS FOR THE FISCAL YEAR BEGINNING JULY 1, 2008 AND ENDING JUNE 30, 2009, 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 Sewer Fund of the City's annual operating budget for the fiscal year beginning July 1, 2008 and ending June 30, 2009 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 FY08-09 Budget of \$13,382,400 less inter-fund transfers, \$1,884,400, Net Sewer Budget Revenues \$11,498,000 are hereby appropriated.

The estimated Sewer Fund expenditures for the FY08-09 Budget of \$13,382,400 less inter-fund transfers, \$1,884,400, Net Sewer Budget Expenditures \$11,498,000 are hereby appropriated.

Estimated Revenues and Appropriations for the Fiscal Period July 1, 2008 - June 30, 2009

412- Sewer Fund			
	<u>Revenues</u>		<u>Expenditures</u>
Sewer Sales	\$12,337,800	Administration	\$ 755,400
Service Charges	48,000	Finance	293,600
Tap Fees	225,000	Sewer Plant	1,830,800
Penalties	120,000	Maintenance	2,328,600
Disposal Receipts	80,000	PILOT	568,000
Investments	165,000	Debt Service	5,606,800
Fund Balance Appropriation	400,500	Capital Projects	1,815,000
Miscellaneous	6,100	Miscellaneous Exp	184,200
<u>Total Revenues</u>	<u>\$13,382,400</u>	<u>Total Expenditures</u>	<u>\$13,382,400</u>
<u>Less Inter-fund Transfers</u>	<u>1,884,400</u>	<u>Less Inter-fund Transfers</u>	<u>1,884,400</u>
<u>Total FY07-08 Revenues</u>	<u>\$11,498,000</u>	<u>Total FY07-08 Expenditures</u>	<u>\$11,498,000</u>

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 in the ensuing fiscal year only 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 and a 2% pay adjustment is applicable to all employees of the City and is hereby approved, effective July 1, 2008. The city manager will receive a 2% step increase and a 2% pay adjustment, effective July 1, 2008.

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 2.8% for customers living inside of the corporate limits and 8% increase for customers living outside the corporate limits. These sewer rate increases shall be applicable to all billings rendered on or after July 1, 2008.

Section IX. The Capital Improvements Plan (FY09-FY13) is hereby approved.

Section X. That this ordinance shall take effect on July 1, 2008, 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**

**Consideration of an Ordinance Amending the FY 2007-2008 General Purpose School Fund Budget and the General Project Fund Budgets.**

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

Agenda Form No.: AF-149-2008  
 Work Session: June 2, 2008  
 First Reading: June 3, 2008

Final Adoption: June 17, 2008  
 Staff Work: David Frye  
 Presentation: David Frye

**BMA Strategic Plan 2005-2006**

(CV=Core Value, KSF=Key Success Factor, KSO = Key Strategic Objective)

- KSF #5: Stewardship of Public Funds**
- KSF # 6: Strong Public Education System**

**Recommendation:**

Approve Ordinance

**Executive Summary:**

On May 1, 2008, the Board of Education approved budget amendment number five. This amendment decreases the estimated revenues and appropriations in the net amount of \$463,480. There are ten different items that are addressed in this amendment. This amendment also increases the estimated revenues and appropriations for the General Project Funds by \$69,862. Please see the attached Kingsport City Schools – Budget Amendment Number Five for more detail.

**Attachments:**

1. Ordinance
2. BOE Budget Amendment Number Five

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

**PRE-FILED**  
**CITY RECORDER**

ORDINANCE NO. \*\*\*\*

AN ORDINANCE TO AMEND THE GENERAL PURPOSE SCHOOL FUND AND THE GENERAL PROJECT FUND BUDGETS; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Purpose School Fund budget be amended to ratify the Kingsport Board of Education approval of Budget Amendment Number Five to increase the estimated revenue for Adult Basic Education Grant by \$14,727; the estimated revenue for State BEP Funds by \$73,000; the estimated revenue for Other State Revenues by \$19,190; the estimated revenue for Other Local Revenue by \$69,603; the estimated revenue for Fund Balance Appropriations by \$18,000 and to decrease the estimated revenue for ROTC Reimbursement by \$8,000; the estimated revenue for Current Year Property Taxes by \$340,000; the estimated revenue for Pick-Up Taxes by \$30,000; the estimated revenue for Local Option Sales Tax by \$280,000 and to increase the appropriations for Adult Education Teacher Salaries by \$14,727; the appropriation for Dobyys-Bennett Audio-Visual Supplies by \$19,190; the appropriation for Jefferson Instructional Equipment by \$17,741; the appropriations for Fund Transfers by \$69,862 and to decrease the appropriations for various salary and benefit accounts by \$524,000 and the appropriation for Natural Gas by \$50,000 and the appropriations for Basic Skills by \$3,000 and to transfer \$12,000 from the Dobyys-Bennett Instructional Equipment account to the Non-Instructional Equipment account and to transfer \$1,000 from the Roosevelt Audio-Visual account, \$750 from the Printing account to the Non-Instructional Equipment account and to transfer \$4,178 from the Kennedy Instructional Equipment account to the Non-Instructional Equipment Account and to transfer \$1,373 from the Lincoln Principal Travel account, \$500 from the Repair of Equipment account to the Non-Instructional Equipment account. In addition the General Project fund budget will be amended by increasing the estimated revenues for transfers from the School Fund by \$18,000 and by increasing the appropriations for the Dobyys-Bennett Renovation project (GP9822) by \$18,000. The General Project-Special Revenue fund budget will also be amended by increasing the estimated revenues for Transfers from the School Fund by \$51,862 and by increasing the appropriations for FY 2008 E-Rate Funds (NC0806) by \$51,862.

<u>Account Number/Description:</u>		<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b>Fund 141: School Fund</b>				
<b>Revenues:</b>				
		\$	\$	\$
141-0000-336-7640	ROTC Reimbursement	50,000	(8,000)	42,000
141-0000-337-7120	Adult Basic Ed Grant	123,400	14,727	138,127
141-0000-338-6511	State BEP Funds	20,935,000	73,000	21,008,000
141-0000-338-6990	Other State Funds	0	19,190	19,190

141-0000-339-0110	Current Yr Property Tax	13,190,000	(340,000)	12,850,000
141-0000-339-0150	Pick-Up Taxes	120,000	(30,000)	90,000
141-0000-339-0210	Local Option Sales Tax	6,710,000	(280,000)	6,430,000
141-0000-349-4990	Other Local Revenue	228,862	69,603	298,465
141-0000-392-0100	Fund Balance Appr.	1,240,605	18,000	1,258,605
<b>Totals:</b>		<b>42,597,867</b>	<b>(463,480)</b>	<b>42,134,387</b>

**Account Number/Description:**

**Expenditures:**

	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>	
	\$	\$	\$	
141-7150-711-0116	Reg Ed-Teachers	18,865,981	(250,000)	18,615,981
141-7150-711-0201	Reg Ed-Social Security	1,233,800	(42,500)	1,191,300
141-7150-711-0204	Reg Ed-Retirement	1,356,500	(42,500)	1,314,000
141-7150-711-0207	Reg Ed-Health Insurance	2,453,700	(70,000)	2,383,700
141-7150-711-0209	Reg Ed-LTD	63,950	(15,000)	48,950
141-7150-721-0116	Sp Ed-Teachers	2,761,050	(35,000)	2,726,050
141-7150-721-0204	Sp Ed-Retirement	212,850	(10,000)	202,850
141-7150-731-0116	Voc Ed-Teachers	994,350	(8,000)	986,350
141-7160-751-0116	Adult Basic Ed-Teachers	73,450	14,727	88,177
141-7250-781-0138	Reg Ed Sup-Computer			
Personnel	506,150	(10,000)	496,150	
141-7257-781-0499	Basic Skills-Supplies	1,500	(1,500)	0
141-7257-781-0790	Basic Skills-Equipment	1,500	(1,500)	0
141-7250-791-0510	Board of Ed-Trustees			
Commission	340,000	(10,000)	330,000	
141-7250-801-0104	Principal's Office-			
Principals	816,400	(20,000)	796,400	
141-7250-801-0161	Principal's Office-			
Secretaries	406,850	(8,500)	398,350	
141-7250-801-0162	Principal's Office-Clerical			
Personnel	125,900	(7,500)	118,400	
141-7250-811-0207	Fiscal Serv-Health Ins	33,100	(8,000)	25,100
141-7250-821-0207	Operation of Plant-Health			
Ins	345,200	(35,000)	310,200	
141-7250-822-0207	Maintenance of Plant-			
Health Ins	141,150	(10,000)	131,150	
141-7100-711-0433	Dobyns-Bennett Audio-			
Visual	15,741	19,190	34,931	
141-7100-711-0722	Dobyns-Bennett Inst.			
Equipment	55,252	(12,000)	43,252	
141-7105-711-0722	Robinson-Inst. Equipment	17,205	(9,000)	8,205
141-7116-711-0433	Roosevelt-Audio-Visual	1,872	(1,000)	872
141-7161-711-0722	Technology-Inst.			
Equipment	229,714	17,741	247,455	
141-7130-711-0722	Kennedy-Inst. Equipment	7,003	(4,178)	2,825
141-7210-801-0355	Sevier-Principal Travel	2,000	(1,012)	988
141-7210-821-0410	Sevier-Custodial Supplies	12,817	(2,000)	10,817
141-7216-781-0595	Roosevelt-Printing	1,647	(750)	897

141-7235-801-0355	Lincoln-Principal Travel	2,000	(1,373)	627
141-7235-822-0336	Lincoln-Repair of Equip.	500	(500)	0
141-7600-871-0790	Dobyns-Bennett-Non-Inst Equipment	35,856	12,000	47,856
141-7605-871-0790	Robinson-Non-Inst Equipment	12,904	9,000	21,904
141-7610-871-0790	Sevier-Non-Inst Equipment	13,187	3,012	16,199
141-7616-871-0790	Roosevelt-Non-Inst Equipment	4,319	1,750	6,069
141-7630-871-0790	Kennedy-Non-Inst Equipment	5,912	4,178	10,090
141-7635-871-0790	Lincoln – Non-Inst Equipment	12,280	1,873	14,153
141-7950-881-0590	Transfers to Other Funds	1,969,341	69,862	2,039,203
<b>Totals:</b>		<b>33,132,931</b>	<b>(463,480)</b>	<b>32,669,451</b>

**Fund 111: General Project-Special Rev Fund**

<b><u>Revenues:</u></b>	\$	\$	\$
NC0806 2008 E-Rate Funds			
111-0000-391-2100 Transfer From School Fund	38,211	51,862	90,073
<b>Totals:</b>	<b>38,211</b>	<b>51,862</b>	<b>90,073</b>

<b><u>Expenditures:</u></b>	\$	\$	\$
NC0806 2008 E-Rate Funds			
111-0000-601-9004 Equipment	38,211	51,862	90,073
<b>Totals:</b>	<b>38,211</b>	<b>51,862</b>	<b>90,073</b>

**Fund 311: General Project Fund**

<b><u>Revenues:</u></b>	\$	\$	\$
GP9822 Dobyns-Bennett Renovation Project			
311-0000-391-2100 Transfer From School Fund	4,745,197	18,000	4,763,197
<b>Totals:</b>	<b>4,745,197</b>	<b>18,000</b>	<b>4,763,197</b>

<b><u>Expenditures:</u></b>	\$	\$	\$
GP9822 Dobyns-Bennett Renovation Project			
311-0000-601-2022 Construction Contracts	24,414,980	18,000	24,432,980
<b>Totals:</b>	<b>24,414,980</b>	<b>18,000</b>	<b>24,432,980</b>

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

ATTEST:

\_\_\_\_\_  
DENNIS PHILLIPS, Mayor

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

APPROVED AS TO FORM:

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

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

May 1, 2008

KINGSPORT CITY SCHOOLS  
FISCAL YEAR 2006-2007  
BUDGET AMENDMENT NUMBER FIVE

**GENERAL PURPOSE SCHOOL FUND**

**ITEM ONE: STATE BEP FUNDS**

The current estimate for BEP funds is based on the July allocation letter. The allocation was revised in December to account for the January 1, 2008, increase in health insurance premiums. This amount is \$73,000 greater than the original allocation. It is recommended that the estimate for State BEP funds be increased by \$73,000.

**ITEM TWO: COUNTY REVENUE**

As the Board is aware, we will not meet our estimates for County revenue. It is projected that we will be short in current-year property taxes by \$340,000. It is projected that sales tax will be short by \$280,000. It is also estimated that pick-up taxes will be short by \$30,000. It is recommended that the estimated revenue for the various county revenues accounts, listed above be decreased by \$650,000.

**ITEM THREE: EXPENSE REDUCTIONS**

Items one and two decrease revenues in the net amount of \$577,000. This reduction must be offset by increasing other sources of revenue or by decreasing appropriations. The only source of revenue would be the unreserved fund balance. After projecting year-end expenses there are some accounts that will not spend all of the appropriation. This is mainly due to personnel turnover. There are also some savings in the natural gas account. It is recommended the appropriations for natural gas be reduced by \$50,000, for basic skills by \$3,000, and the appropriations for various salary and benefit accounts be decreased by \$524,000.

**ITEM FOUR: GO TRYBE – TENNESSEE GRANT**

Kingsport City Schools has received a grant from the State of Tennessee, Department of Health for the provision of providing students with access to the Go Trybe Website. This grant provides our high school students with access to the gotrbye.com website to promote the understanding and prevention of diabetes and obesity among high school students. It is recommended that the estimate for Other State Revenues be increased by \$19,190 and that the appropriation for the Dobyns-Bennett Audio-Visual account be increased by \$19,190.

**ITEM FIVE: JEFFERSON PTA DONATION**

Jefferson Elementary School PTA has made a donation to Kingsport City Schools to be used to purchase a mobile computer lab for Jefferson Elementary School. It is recommended that the estimate for Other Local Revenue be increased by \$17,741 and that the appropriation for Jefferson Instructional Equipment be increased by \$17,741.

## **ITEM SIX: AIR FORCE JR ROTC PROGRAM**

Due to a change in personnel we will not receive the total amount of ROTC revenue that was estimated in the original budget. The original estimate of ROTC revenue was \$50,000. The amount that will actually be received is approximately \$42,000. This reduction will be offset by a reduction in the ROTC salary budget. It is recommended that the estimated revenue for ROTC Reimbursement be decreased by \$8,000 and that the appropriation for ROTC salaries be decreased by \$8,000.

## **ITEM SEVEN: E-RATE FUNDS**

During FY 2008 there has been \$90,073 received in e-rate funds. These funds are to be spent for technology in K-12 classrooms. In budget amendment number four \$38,211 of this amount was appropriated. An additional \$51,862 has been received since that time. It is recommended that the estimate for Other Local Revenue be increased by \$51,862 and that the appropriation for Fund Transfers be increased by \$51,862. It is further recommended that these funds be transferred to a multi-year capital project for FY 2008 e-rate funds.

## **ITEM EIGHT: ADULT BASIC EDUCATION GRANT**

The current budget for the Adult Basic Education (ABE) grant is \$123,400. This is an estimated amount based on the FY 2007 grant. The original amount of the FY 2008 grant was \$120,296. Since that time we have been allocated an additional \$17,831. The revised grant amount for FY 2008 is \$138,127. It is recommended that the estimated revenue and appropriations for the Adult Basic Education grant be increased by \$14,727.

## **ITEM NINE: DOBYNS-BENNETT RENOVATION PROJECT**

All Phases of the Dobyns-Bennett Renovation project (GP9822) account are now complete. There are a few outstanding architect invoices that still need to be paid. This project account was established in FY 1998. The project has a total budget of \$25,697,190. The total expenditures are estimated to be \$25,715,190. This is a deficit of \$18,000. This is a result of transferring a portion of the funding to the artificial turf project. The amount that was transferred was estimated to be available and the estimate was slightly off. This deficit can be funded by an appropriation of unreserved fund balance. It is recommended that the estimated revenue for Fund Balance Appropriations be increased by \$18,000 and that the appropriation for Fund Transfers be increased by \$18,000. It is further recommended that these funds be transferred to the Dobyns-Bennett Renovation project.

## **ITEM TEN: MISCELLANEOUS TRANSFERS**

**Dobyns-Bennett:** Dobyns-Bennett High School has requested that \$12,000 be transferred from their Instructional Equipment account to their Non-instructional Equipment account. These funds will be used to install security cameras for the Dome area.

**Robinson:** Robinson Middle School has requested that \$9,000 be transferred from their Instructional Equipment account to their Non-instructional Equipment account. These funds will be used to

replace student desks and cafeteria tables.

**Sevier:** Sevier Middle School has requested to transfer \$1,012 from their Principal Travel account and \$2,000 from their Custodial Supply account to their Non-instructional Equipment account. These funds will be used for upgrades and additions to their surveillance system.

**Roosevelt:** Roosevelt Elementary has requested to transfer \$1,000 from their Audio-visual account and \$750 from their Printing account to their Non-instructional Equipment account. This will fund the construction of bookshelves in the book room.

**Kennedy:** Kennedy Elementary has requested that \$4,178 be transferred from their Instructional Equipment account to their Non-instructional Equipment account. These funds will be used to purchase new cafeteria tables.

**Lincoln:** Lincoln Elementary has requested to transfer \$1,373 from their Principal Travel account and \$500 from the Repair of Equipment account to their Non-instructional Equipment account. These funds will be used to upgrade their video surveillance equipment.

**EFFECTS ON INDIVIDUAL ACCOUNT NUMBERS  
GENERAL PURPOSE SCHOOL FUND**

**REVENUES:**

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
141-0000-336-7640	ROTC Reimbursement	\$ (8,000)
141-0000-337-7120	Adult Basic Education	14,727
141-0000-338-6511	State BEP Revenue	73,000
141-0000-338-6990	Other State Revenues	19,190
141-0000-339-0110	Current Year Property Taxes	(340,000)
141-0000-339-0150	Pick-Up Taxes	(30,000)
141-0000-339-0210	Local Option Sales Tax	(280,000)
141-0000-369-4990	Other Local Revenue	69,603
141-0000-392-0100	Fund Balance Appropriations	<u>18,000</u>
Total Change in Estimated Revenue		<u>\$ (463,480)</u>

**EXPENDITURES:**

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
141-7150-711-0116	Regular Inst. – Teacher Salaries	\$(250,000)
141-7150-711-0201	Regular Inst. – Social Security	(42,500)
141-7150-711-0204	Regular Inst. – State Retirement	(42,500)
141-7150-711-0207	Regular Inst. – Health Insurance	(70,000)
141-7150-711-0209	Regular Inst. – Long-Term Disability	(15,000)
141-7150-721-0116	Sp. Ed. Inst. – Teacher Salaries	(35,000)
141-7150-721-0204	Sp. Ed. Inst. – State Retirement	(10,000)
141-7150-731-0116	Voc Ed – Teacher Salaries	(8,000)
141-7160-751-0116	Adult Basic Ed. – Teacher Salaries	14,727
141-7250-781-0138	Reg. Inst. Support – Computer Personnel	(10,000)
141-7257-781-0499	Basic Skills – Other Supplies	(1,500)
141-7257-781-0790	Basic Skills – Other Equipment	(1,500)
141-7250-791-0513	Board of Education – Trustee’s Comm.	(10,000)
141-7250-801-0104	Off. Of Principal – Principals Salaries	(20,000)
141-7250-801-0104	Off. Of Principal – Secretaries Salaries	(8,500)
141-7250-801-0104	Off. Of Principal – Clerical Salaries	(7,500)
141-7250-811-0207	Fiscal Affairs – Health Insurance	(8,000)
141-7250-821-0207	Operation of Plant – Health Insurance	(35,000)
141-7250-822-0207	Maint. Of Plant – Health Insurance	(10,000)
141-7100-711-0433	Dobyns-Bennett – Audio-Visuals	19,190
141-7100-711-0722	Dobyns-Bennett – Inst. Equipment	(12,000)
141-7105-711-0722	Robinson – Inst. Equipment	(9,000)
141-7120-711-0722	Jefferson – Inst. Equipment	17,741
141-7116-711-0722	Roosevelt – Audio-Visual	(1,000)
141-7130-711-0730	Kennedy – Inst. Equipment	(4,178)
141-7210-801-0355	Sevier – Principal Travel	(1,012)
141-7210-821-0410	Sevier – Custodial Supplies	(2,000)
141-7325-801-0355	Lincoln – Principal Travel	(1,373)
141-7235-822-0336	Lincoln – Repair of Equipment	(500)
141-7216-781-0595	Roosevelt – Printing	(750)
141-7600-871-0790	Dobyns-Bennett Non-Inst. Equipment	12,000
141-7605-871-0790	Robinson - Non-Inst. Equipment	9,000
141-7610-871-0790	Sevier – Non-Inst. Equipment	3,012
141-7616-871-0790	Roosevelt – Non-Inst. Equipment	1,750
141-7630-871-0790	Kennedy – Non-Inst. Equipment	4,178
141-7635-871-0790	Lincoln – Non-Inst. Equipment	1,873
141-7950-881-0590	Transfers to Other Funds	<u>69,862</u>
Total Change in Budgeted Expenditures		<u>\$ (463,480)</u>

## **FEDERAL PROJECTS FUND**

The estimated revenue and appropriations for the Federal Projects Fund are currently in the amount of \$3,496,392. This amount was based on estimates and now needs to be adjusted to the actual amount of the grants. As shown on the enclosed Schedule of Federal Projects, it is recommended that the estimated revenues and appropriations for the School Federal Projects Fund be increased by the net amount of \$27,194 and decreased by the net amount of \$31,182. This will make the revised estimated revenue and appropriation amounts \$3,492,404.

## **SCHOOL SPECIAL PROJECTS FUND**

The estimated revenue and appropriations for the School Special Projects Fund are currently in the amount of \$1,481,960. The initial budgets for these grants were estimates based on previous year's information. The budgets for the grants that were included in the original budget need to be decreased by a net amount of \$212,488. There have also been new grants added to this fund and an increase in funding to existing grants (described below) in the amount of \$375,020. As shown on the enclosed Schedule of School Special Projects, it is recommended that the estimated revenues and appropriations for the School Special Projects Fund be increased by the net amount of \$162,532. This will make the revised estimated revenue and appropriation amounts \$1,644,492.

### New Grants:

Coordinated School Health Grant: This is a state grant in the amount of \$105,000. There is a local match required for this grant in the amount of \$23,000.

<sup>4</sup>TN Grant - This is a federal program that is administered by the State. Additional funding in the amount of \$50,000 has been received for this grant.



**AGENDA ACTION FORM**

**Consideration of an Ordinance to Amend Various Revenue and Expenditure Accounts With in the School's Federal Projects Fund.**

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

Agenda Form No.: AF-150-2008  
 Work Session: June 2, 2008  
 First Reading: June 3, 2008

Final Adoption: June 17, 2008  
 Staff Work: David Frye  
 Presentation: David Frye

**BMA Strategic Plan 2005-2006**

(CV=Core Value, KSF=Key Success Factor, KSO = Key Strategic Objective)

**KSF #5: Stewardship of Public Funds**  
**KSF # 6: Strong Public Education System**

**Recommendation:**

Approve Ordinance

**Executive Summary:**

On May 1, 2008, the Board of Education approved an amendment to the FY 2007-2008 School's Federal Projects Fund budget. This fund accounts for federal entitlement grants that are administered by the State of Tennessee. An initial budget of \$3,496,392 was approved, based on estimated amounts. Now that the actual grant amounts have been finalized it is necessary to amend the budget for this fund to \$3,492,404.

**Attachments:**

1. Ordinance
2. BOE Budget Amendment Number Five

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

# PRE-FILED CITY RECORDER

ORDINANCE NO. \*\*\*\*

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

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

SECTION I. That the School Federal Grant Projects Fund budget be amended by increasing/(decreasing) appropriations for Grant funds to the following Grant projects.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<b><u>Revenues:</u></b>	\$	\$	\$
CGP008 Carl Perkins Grant	146,096	(5,403)	140,693
T10801 Title I	1,534,778	(8,962)	1,525,816
T20801 Title II – A	395,401	(1,961)	393,440
T2D081 Title II – D	16,320	(533)	15,787
T30801 Title III	27,456	(14,137)	13,319
T40801 Title IV	32,380	(186)	32,194
T50801 Title V	10,707	294	11,001
T60801 IDEA Part-B	1,289,290	25,899	1,315,189
PS0801 Pre-School	43,964	1,001	44,965
<b>Totals:</b>	<b>3,496,392</b>	<b>(3,988)</b>	<b>3,492,404</b>
<b><u>Expenditures:</u></b>	\$	\$	\$
Instruction	2,928,708	(326,723)	2,601,985
Support Services	567,684	322,735	890,419
<b>Totals:</b>	<b>3,496,392</b>	<b>(3,988)</b>	<b>3,492,404</b>

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

ATTEST:

\_\_\_\_\_  
DENNIS PHILLIPS, Mayor

APPROVED AS TO FORM:

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

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

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

City of Kingsport, Tennessee

May 1, 2008

KINGSPORT CITY SCHOOLS  
FISCAL YEAR 2006-2007  
BUDGET AMENDMENT NUMBER FIVE

**GENERAL PURPOSE SCHOOL FUND**

**ITEM ONE: STATE BEP FUNDS**

The current estimate for BEP funds is based on the July allocation letter. The allocation was revised in December to account for the January 1, 2008, increase in health insurance premiums. This amount is \$73,000 greater than the original allocation. It is recommended that the estimate for State BEP funds be increased by \$73,000.

**ITEM TWO: COUNTY REVENUE**

As the Board is aware, we will not meet our estimates for County revenue. It is projected that we will be short in current-year property taxes by \$340,000. It is projected that sales tax will be short by \$280,000. It is also estimated that pick-up taxes will be short by \$30,000. It is recommended that the estimated revenue for the various county revenues accounts, listed above be decreased by \$650,000.

**ITEM THREE: EXPENSE REDUCTIONS**

Items one and two decrease revenues in the net amount of \$577,000. This reduction must be offset by increasing other sources of revenue or by decreasing appropriations. The only source of revenue would be the unreserved fund balance. After projecting year-end expenses there are some accounts that will not spend all of the appropriation. This is mainly due to personnel turnover. There are also some savings in the natural gas account. It is recommended the appropriations for natural gas be reduced by \$50,000, for basic skills by \$3,000, and the appropriations for various salary and benefit accounts be decreased by \$524,000.

**ITEM FOUR: GO TRYBE – TENNESSEE GRANT**

Kingsport City Schools has received a grant from the State of Tennessee, Department of Health for the provision of providing students with access to the Go Trybe Website. This grant provides our high school students with access to the gotrbye.com website to promote the understanding and prevention of diabetes and obesity among high school students. It is recommended that the estimate for Other State Revenues be increased by \$19,190 and that the appropriation for the Dobyns-Bennett Audio-Visual account be increased by \$19,190.

**ITEM FIVE: JEFFERSON PTA DONATION**

Jefferson Elementary School PTA has made a donation to Kingsport City Schools to be used to purchase a mobile computer lab for Jefferson Elementary School. It is recommended that the estimate for Other Local Revenue be increased by \$17,741 and that the appropriation for Jefferson Instructional Equipment be increased by \$17,741.

## **ITEM SIX: AIR FORCE JR ROTC PROGRAM**

Due to a change in personnel we will not receive the total amount of ROTC revenue that was estimated in the original budget. The original estimate of ROTC revenue was \$50,000. The amount that will actually be received is approximately \$42,000. This reduction will be offset by a reduction in the ROTC salary budget. It is recommended that the estimated revenue for ROTC Reimbursement be decreased by \$8,000 and that the appropriation for ROTC salaries be decreased by \$8,000.

## **ITEM SEVEN: E-RATE FUNDS**

During FY 2008 there has been \$90,073 received in e-rate funds. These funds are to be spent for technology in K-12 classrooms. In budget amendment number four \$38,211 of this amount was appropriated. An additional \$51,862 has been received since that time. It is recommended that the estimate for Other Local Revenue be increased by \$51,862 and that the appropriation for Fund Transfers be increased by \$51,862. It is further recommended that these funds be transferred to a multi-year capital project for FY 2008 e-rate funds.

## **ITEM EIGHT: ADULT BASIC EDUCATION GRANT**

The current budget for the Adult Basic Education (ABE) grant is \$123,400. This is an estimated amount based on the FY 2007 grant. The original amount of the FY 2008 grant was \$120,296. Since that time we have been allocated an additional \$17,831. The revised grant amount for FY 2008 is \$138,127. It is recommended that the estimated revenue and appropriations for the Adult Basic Education grant be increased by \$14,727.

## **ITEM NINE: DOBYNS-BENNETT RENOVATION PROJECT**

All Phases of the Dobyns-Bennett Renovation project (GP9822) account are now complete. There are a few outstanding architect invoices that still need to be paid. This project account was established in FY 1998. The project has a total budget of \$25,697,190. The total expenditures are estimated to be \$25,715,190. This is a deficit of \$18,000. This is a result of transferring a portion of the funding to the artificial turf project. The amount that was transferred was estimated to be available and the estimate was slightly off. This deficit can be funded by an appropriation of unreserved fund balance. It is recommended that the estimated revenue for Fund Balance Appropriations be increased by \$18,000 and that the appropriation for Fund Transfers be increased by \$18,000. It is further recommended that these funds be transferred to the Dobyns-Bennett Renovation project.

## **ITEM TEN: MISCELLANEOUS TRANSFERS**

**Dobyns-Bennett:** Dobyns-Bennett High School has requested that \$12,000 be transferred from their Instructional Equipment account to their Non-instructional Equipment account. These funds will be used to install security cameras for the Dome area.

**Robinson:** Robinson Middle School has requested that \$9,000 be transferred from their Instructional Equipment account to their Non-instructional Equipment account. These funds will be used to

replace student desks and cafeteria tables.

**Sevier:** Sevier Middle School has requested to transfer \$1,012 from their Principal Travel account and \$2,000 from their Custodial Supply account to their Non-instructional Equipment account. These funds will be used for upgrades and additions to their surveillance system.

**Roosevelt:** Roosevelt Elementary has requested to transfer \$1,000 from their Audio-visual account and \$750 from their Printing account to their Non-instructional Equipment account. This will fund the construction of bookshelves in the book room.

**Kennedy:** Kennedy Elementary has requested that \$4,178 be transferred from their Instructional Equipment account to their Non-instructional Equipment account. These funds will be used to purchase new cafeteria tables.

**Lincoln:** Lincoln Elementary has requested to transfer \$1,373 from their Principal Travel account and \$500 from the Repair of Equipment account to their Non-instructional Equipment account. These funds will be used to upgrade their video surveillance equipment.

**EFFECTS ON INDIVIDUAL ACCOUNT NUMBERS  
GENERAL PURPOSE SCHOOL FUND**

**REVENUES:**

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
141-0000-336-7640	ROTC Reimbursement	\$ (8,000)
141-0000-337-7120	Adult Basic Education	14,727
141-0000-338-6511	State BEP Revenue	73,000
141-0000-338-6990	Other State Revenues	19,190
141-0000-339-0110	Current Year Property Taxes	(340,000)
141-0000-339-0150	Pick-Up Taxes	(30,000)
141-0000-339-0210	Local Option Sales Tax	(280,000)
141-0000-369-4990	Other Local Revenue	69,603
141-0000-392-0100	Fund Balance Appropriations	<u>18,000</u>
Total Change in Estimated Revenue		<u>\$ (463,480)</u>

**EXPENDITURES:**

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
141-7150-711-0116	Regular Inst. – Teacher Salaries	\$(250,000)
141-7150-711-0201	Regular Inst. – Social Security	(42,500)
141-7150-711-0204	Regular Inst. – State Retirement	(42,500)
141-7150-711-0207	Regular Inst. – Health Insurance	(70,000)
141-7150-711-0209	Regular Inst. – Long-Term Disability	(15,000)
141-7150-721-0116	Sp. Ed. Inst. – Teacher Salaries	(35,000)
141-7150-721-0204	Sp. Ed. Inst. – State Retirement	(10,000)
141-7150-731-0116	Voc Ed – Teacher Salaries	(8,000)
141-7160-751-0116	Adult Basic Ed. – Teacher Salaries	14,727
141-7250-781-0138	Reg. Inst. Support – Computer Personnel	(10,000)
141-7257-781-0499	Basic Skills – Other Supplies	(1,500)
141-7257-781-0790	Basic Skills – Other Equipment	(1,500)
141-7250-791-0513	Board of Education – Trustee’s Comm.	(10,000)
141-7250-801-0104	Off. Of Principal – Principals Salaries	(20,000)
141-7250-801-0104	Off. Of Principal – Secretaries Salaries	(8,500)
141-7250-801-0104	Off. Of Principal – Clerical Salaries	(7,500)
141-7250-811-0207	Fiscal Affairs – Health Insurance	(8,000)
141-7250-821-0207	Operation of Plant – Health Insurance	(35,000)
141-7250-822-0207	Maint. Of Plant – Health Insurance	(10,000)
141-7100-711-0433	Dobyns-Bennett – Audio-Visuals	19,190
141-7100-711-0722	Dobyns-Bennett – Inst. Equipment	(12,000)
141-7105-711-0722	Robinson – Inst. Equipment	(9,000)
141-7120-711-0722	Jefferson – Inst. Equipment	17,741
141-7116-711-0722	Roosevelt – Audio-Visual	(1,000)
141-7130-711-0730	Kennedy – Inst. Equipment	(4,178)
141-7210-801-0355	Sevier – Principal Travel	(1,012)
141-7210-821-0410	Sevier – Custodial Supplies	(2,000)
141-7325-801-0355	Lincoln – Principal Travel	(1,373)
141-7235-822-0336	Lincoln – Repair of Equipment	(500)
141-7216-781-0595	Roosevelt – Printing	(750)
141-7600-871-0790	Dobyns-Bennett Non-Inst. Equipment	12,000
141-7605-871-0790	Robinson - Non-Inst. Equipment	9,000
141-7610-871-0790	Sevier – Non-Inst. Equipment	3,012
141-7616-871-0790	Roosevelt – Non-Inst. Equipment	1,750
141-7630-871-0790	Kennedy – Non-Inst. Equipment	4,178
141-7635-871-0790	Lincoln – Non-Inst. Equipment	1,873
141-7950-881-0590	Transfers to Other Funds	<u>69,862</u>

Total Change in Budgeted Expenditures \$ (463,480)

## **FEDERAL PROJECTS FUND**

The estimated revenue and appropriations for the Federal Projects Fund are currently in the amount of \$3,496,392. This amount was based on estimates and now needs to be adjusted to the actual amount of the grants. As shown on the enclosed Schedule of Federal Projects, it is recommended that the estimated revenues and appropriations for the School Federal Projects Fund be increased by the net amount of \$27,194 and decreased by the net amount of \$31,182. This will make the revised estimated revenue and appropriation amounts \$3,492,404.

## **SCHOOL SPECIAL PROJECTS FUND**

The estimated revenue and appropriations for the School Special Projects Fund are currently in the amount of \$1,481,960. The initial budgets for these grants were estimates based on previous year's information. The budgets for the grants that were included in the original budget need to be decreased by a net amount of \$212,488. There have also been new grants added to this fund and an increase in funding to existing grants (described below) in the amount of \$375,020. As shown on the enclosed Schedule of School Special Projects, it is recommended that the estimated revenues and appropriations for the School Special Projects Fund be increased by the net amount of \$162,532. This will make the revised estimated revenue and appropriation amounts \$1,644,492.

### New Grants:

Coordinated School Health Grant: This is a state grant in the amount of \$105,000. There is a local match required for this grant in the amount of \$23,000.

<sup>4</sup>TN Grant - This is a federal program that is administered by the State. Additional funding in the amount of \$50,000 has been received for this grant.



**AGENDA ACTION FORM**

**Consideration of an Ordinance to Amend Various Revenue and Expenditure Accounts With in the School's Special Projects Fund.**

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

Agenda Form No.: AF-151-2008  
 Work Session: June 2, 2008  
 First Reading: June 3, 2008  
 Final Adoption: June 17, 2008  
 Staff Work: David Frye  
 Presentation: David Frye

**BMA Strategic Plan 2005-2006**  
 (CV=Core Value, KSF=Key Success Factor, KSO = Key Strategic Objective)

**KSF #5: Stewardship of Public Funds**  
**KSF # 6: Strong Public Education System**

**Recommendation:**

Approve Ordinance

**Executive Summary:**

On May 1, 2008, the Board of Education approved an amendment to the FY 2007-2008 School's Special Projects Fund budget. This fund accounts for State of Tennessee grants, competitive grants, and any other grants that may be received. The current budget is \$1,481,960, based on estimated amounts. Two new grants have been received and one grant was discontinued. With the inclusion of these new grants and adjusting other grants from estimated amounts to actual amounts it is necessary to amend the budget for this fund to \$1,644,492.

**Attachments:**

1. Ordinance
2. BOE Budget Amendment Number Five

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

ORDINANCE NO. \*\*\*\*

**PRE-FILED  
CITY RECORDER**

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

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

SECTION I. That the School Special Projects Fund budget be amended by increasing/(decreasing) appropriations for Grant funds to the following Grant projects.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<b><u>Revenues:</u></b>	\$	\$	\$
CL1008 Community of Learners – Sevier	97,425	(97,425)	0
CL1608 Community of Learners – Roosevelt	72,575	(72,575)	0
CL0008 Community of Learners – D-B	60,000	(10,000)	50,000
CSH008 Coordinated School Health		128,000	128,000
ECEP08 Early Childhood Ed Program	130,000	21,145	151,145
E <sup>4</sup> TN07 E <sup>4</sup> TN Grant – DB		50,000	50,000
FRC008 Family Resource Center FY 2007	33,300		33,300
HAG008 Homeless Assist FY 2007	28,800	6,700	35,500
LP0508 LEAPS After-School Program – RNR	76,429	7,721	84,150
LP1008 LEAPS After-School Program – Sevier	50,000		50,000
LP1508 LEAPS After-School Program – Jackson	77,400		77,400
LP3008 LEAPS After-School Program – Kennedy	46,800	7,200	54,000
ORDS08 One-Room Drop-In School FY 2007	52,500	52,500	105,000
PK5008 Pre-K Grant System-Wide	74,631	1,501	76,132
PK5108 Pre-K Expansion Grant System-Wide	149,262	4,121	153,383
PK5208 Pre-K Expansion New		76,132	76,132
SSA008 Safe Schools Act FY 2007	30,393	19,507	49,900
KTIP08 Kpt Truancy Intervention FY 2007	71,627		71,627
EAST08 Eastman Plan of Services	387,600	(31,995)	355,605
Transfer from General School Fund	43,218		43,218
<b>Totals:</b>	<b>1,481,960</b>	<b>162,532</b>	<b>1,644,492</b>
<b><u>Expenditures:</u></b>	\$	\$	\$
Instruction	567,468	260,219	827,687
Support Services	272,970	176,385	449,355
Non-Instructional Services	603,179	(287,629)	315,550
Capital Outlay	28,343	19,557	47,900
Other	10,000	(6,000)	4,000
<b>Totals:</b>	<b>1,481,960</b>	<b>162,532</b>	<b>1,644,492</b>

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

\_\_\_\_\_  
DENNIS PHILLIPS, Mayor

ATTEST:

APPROVED AS TO FORM:

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

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

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

May 1, 2008

KINGSPORT CITY SCHOOLS  
FISCAL YEAR 2006-2007  
BUDGET AMENDMENT NUMBER FIVE

**GENERAL PURPOSE SCHOOL FUND**

**ITEM ONE: STATE BEP FUNDS**

The current estimate for BEP funds is based on the July allocation letter. The allocation was revised in December to account for the January 1, 2008, increase in health insurance premiums. This amount is \$73,000 greater than the original allocation. It is recommended that the estimate for State BEP funds be increased by \$73,000.

**ITEM TWO: COUNTY REVENUE**

As the Board is aware, we will not meet our estimates for County revenue. It is projected that we will be short in current-year property taxes by \$340,000. It is projected that sales tax will be short by \$280,000. It is also estimated that pick-up taxes will be short by \$30,000. It is recommended that the estimated revenue for the various county revenues accounts, listed above be decreased by \$650,000.

**ITEM THREE: EXPENSE REDUCTIONS**

Items one and two decrease revenues in the net amount of \$577,000. This reduction must be offset by increasing other sources of revenue or by decreasing appropriations. The only source of revenue would be the unreserved fund balance. After projecting year-end expenses there are some accounts that will not spend all of the appropriation. This is mainly due to personnel turnover. There are also some savings in the natural gas account. It is recommended the appropriations for natural gas be reduced by \$50,000, for basic skills by \$3,000, and the appropriations for various salary and benefit accounts be decreased by \$524,000.

**ITEM FOUR: GO TRYBE – TENNESSEE GRANT**

Kingsport City Schools has received a grant from the State of Tennessee, Department of Health for the provision of providing students with access to the Go Trybe Website. This grant provides our high school students with access to the gotrbye.com website to promote the understanding and prevention of diabetes and obesity among high school students. It is recommended that the estimate for Other State Revenues be increased by \$19,190 and that the appropriation for the Dobyns-Bennett Audio-Visual account be increased by \$19,190.

**ITEM FIVE: JEFFERSON PTA DONATION**

Jefferson Elementary School PTA has made a donation to Kingsport City Schools to be used to purchase a mobile computer lab for Jefferson Elementary School. It is recommended that the estimate for Other Local Revenue be increased by \$17,741 and that the appropriation for Jefferson Instructional Equipment be increased by \$17,741.

## **ITEM SIX: AIR FORCE JR ROTC PROGRAM**

Due to a change in personnel we will not receive the total amount of ROTC revenue that was estimated in the original budget. The original estimate of ROTC revenue was \$50,000. The amount that will actually be received is approximately \$42,000. This reduction will be offset by a reduction in the ROTC salary budget. It is recommended that the estimated revenue for ROTC Reimbursement be decreased by \$8,000 and that the appropriation for ROTC salaries be decreased by \$8,000.

## **ITEM SEVEN: E-RATE FUNDS**

During FY 2008 there has been \$90,073 received in e-rate funds. These funds are to be spent for technology in K-12 classrooms. In budget amendment number four \$38,211 of this amount was appropriated. An additional \$51,862 has been received since that time. It is recommended that the estimate for Other Local Revenue be increased by \$51,862 and that the appropriation for Fund Transfers be increased by \$51,862. It is further recommended that these funds be transferred to a multi-year capital project for FY 2008 e-rate funds.

## **ITEM EIGHT: ADULT BASIC EDUCATION GRANT**

The current budget for the Adult Basic Education (ABE) grant is \$123,400. This is an estimated amount based on the FY 2007 grant. The original amount of the FY 2008 grant was \$120,296. Since that time we have been allocated an additional \$17,831. The revised grant amount for FY 2008 is \$138,127. It is recommended that the estimated revenue and appropriations for the Adult Basic Education grant be increased by \$14,727.

## **ITEM NINE: DOBYNS-BENNETT RENOVATION PROJECT**

All Phases of the Dobyns-Bennett Renovation project (GP9822) account are now complete. There are a few outstanding architect invoices that still need to be paid. This project account was established in FY 1998. The project has a total budget of \$25,697,190. The total expenditures are estimated to be \$25,715,190. This is a deficit of \$18,000. This is a result of transferring a portion of the funding to the artificial turf project. The amount that was transferred was estimated to be available and the estimate was slightly off. This deficit can be funded by an appropriation of unreserved fund balance. It is recommended that the estimated revenue for Fund Balance Appropriations be increased by \$18,000 and that the appropriation for Fund Transfers be increased by \$18,000. It is further recommended that these funds be transferred to the Dobyns-Bennett Renovation project.

## **ITEM TEN: MISCELLANEOUS TRANSFERS**

**Dobyns-Bennett:** Dobyns-Bennett High School has requested that \$12,000 be transferred from their Instructional Equipment account to their Non-instructional Equipment account. These funds will be used to install security cameras for the Dome area.

**Robinson:** Robinson Middle School has requested that \$9,000 be transferred from their Instructional Equipment account to their Non-instructional Equipment account. These funds will be used to

replace student desks and cafeteria tables.

**Sevier:** Sevier Middle School has requested to transfer \$1,012 from their Principal Travel account and \$2,000 from their Custodial Supply account to their Non-instructional Equipment account. These funds will be used for upgrades and additions to their surveillance system.

**Roosevelt:** Roosevelt Elementary has requested to transfer \$1,000 from their Audio-visual account and \$750 from their Printing account to their Non-instructional Equipment account. This will fund the construction of bookshelves in the book room.

**Kennedy:** Kennedy Elementary has requested that \$4,178 be transferred from their Instructional Equipment account to their Non-instructional Equipment account. These funds will be used to purchase new cafeteria tables.

**Lincoln:** Lincoln Elementary has requested to transfer \$1,373 from their Principal Travel account and \$500 from the Repair of Equipment account to their Non-instructional Equipment account. These funds will be used to upgrade their video surveillance equipment.

**EFFECTS ON INDIVIDUAL ACCOUNT NUMBERS  
GENERAL PURPOSE SCHOOL FUND**

**REVENUES:**

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
141-0000-336-7640	ROTC Reimbursement	\$ (8,000)
141-0000-337-7120	Adult Basic Education	14,727
141-0000-338-6511	State BEP Revenue	73,000
141-0000-338-6990	Other State Revenues	19,190
141-0000-339-0110	Current Year Property Taxes	(340,000)
141-0000-339-0150	Pick-Up Taxes	(30,000)
141-0000-339-0210	Local Option Sales Tax	(280,000)
141-0000-369-4990	Other Local Revenue	69,603
141-0000-392-0100	Fund Balance Appropriations	<u>18,000</u>
Total Change in Estimated Revenue		<u>\$ (463,480)</u>

**EXPENDITURES:**

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
141-7150-711-0116	Regular Inst. – Teacher Salaries	\$(250,000)
141-7150-711-0201	Regular Inst. – Social Security	(42,500)
141-7150-711-0204	Regular Inst. – State Retirement	(42,500)
141-7150-711-0207	Regular Inst. – Health Insurance	(70,000)
141-7150-711-0209	Regular Inst. – Long-Term Disability	(15,000)
141-7150-721-0116	Sp. Ed. Inst. – Teacher Salaries	(35,000)
141-7150-721-0204	Sp. Ed. Inst. – State Retirement	(10,000)
141-7150-731-0116	Voc Ed – Teacher Salaries	(8,000)
141-7160-751-0116	Adult Basic Ed. – Teacher Salaries	14,727
141-7250-781-0138	Reg. Inst. Support – Computer Personnel	(10,000)
141-7257-781-0499	Basic Skills – Other Supplies	(1,500)
141-7257-781-0790	Basic Skills – Other Equipment	(1,500)
141-7250-791-0513	Board of Education – Trustee’s Comm.	(10,000)
141-7250-801-0104	Off. Of Principal – Principals Salaries	(20,000)
141-7250-801-0104	Off. Of Principal – Secretaries Salaries	(8,500)
141-7250-801-0104	Off. Of Principal – Clerical Salaries	(7,500)
141-7250-811-0207	Fiscal Affairs – Health Insurance	(8,000)
141-7250-821-0207	Operation of Plant – Health Insurance	(35,000)
141-7250-822-0207	Maint. Of Plant – Health Insurance	(10,000)
141-7100-711-0433	Dobyns-Bennett – Audio-Visuals	19,190
141-7100-711-0722	Dobyns-Bennett – Inst. Equipment	(12,000)
141-7105-711-0722	Robinson – Inst. Equipment	(9,000)
141-7120-711-0722	Jefferson – Inst. Equipment	17,741
141-7116-711-0722	Roosevelt – Audio-Visual	(1,000)
141-7130-711-0730	Kennedy – Inst. Equipment	(4,178)
141-7210-801-0355	Sevier – Principal Travel	(1,012)
141-7210-821-0410	Sevier – Custodial Supplies	(2,000)
141-7325-801-0355	Lincoln – Principal Travel	(1,373)
141-7235-822-0336	Lincoln – Repair of Equipment	(500)
141-7216-781-0595	Roosevelt – Printing	(750)
141-7600-871-0790	Dobyns-Bennett Non-Inst. Equipment	12,000
141-7605-871-0790	Robinson - Non-Inst. Equipment	9,000
141-7610-871-0790	Sevier – Non-Inst. Equipment	3,012
141-7616-871-0790	Roosevelt – Non-Inst. Equipment	1,750
141-7630-871-0790	Kennedy – Non-Inst. Equipment	4,178
141-7635-871-0790	Lincoln – Non-Inst. Equipment	1,873
141-7950-881-0590	Transfers to Other Funds	<u>69,862</u>
Total Change in Budgeted Expenditures		<u>\$ (463,480)</u>

## **FEDERAL PROJECTS FUND**

The estimated revenue and appropriations for the Federal Projects Fund are currently in the amount of \$3,496,392. This amount was based on estimates and now needs to be adjusted to the actual amount of the grants. As shown on the enclosed Schedule of Federal Projects, it is recommended that the estimated revenues and appropriations for the School Federal Projects Fund be increased by the net amount of \$27,194 and decreased by the net amount of \$31,182. This will make the revised estimated revenue and appropriation amounts \$3,492,404.

## **SCHOOL SPECIAL PROJECTS FUND**

The estimated revenue and appropriations for the School Special Projects Fund are currently in the amount of \$1,481,960. The initial budgets for these grants were estimates based on previous year's information. The budgets for the grants that were included in the original budget need to be decreased by a net amount of \$212,488. There have also been new grants added to this fund and an increase in funding to existing grants (described below) in the amount of \$375,020. As shown on the enclosed Schedule of School Special Projects, it is recommended that the estimated revenues and appropriations for the School Special Projects Fund be increased by the net amount of \$162,532. This will make the revised estimated revenue and appropriation amounts \$1,644,492.

### New Grants:

Coordinated School Health Grant: This is a state grant in the amount of \$105,000. There is a local match required for this grant in the amount of \$23,000.

<sup>4</sup>TN Grant - This is a federal program that is administered by the State. Additional funding in the amount of \$50,000 has been received for this grant.



AGENDA ACTION FORM

**Consideration of an Ordinance Providing for the FY09 Community Development Block Grant Budget**

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

Agenda Form No.: AF-156-2008  
Work Session: June 2, 2008  
First Reading: June 3, 2008

Final Adoption: June 17, 2008  
Staff Work: Mark Haga  
Presentation: Judy Smith

**Recommendation:**

- Approve 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

	Y	N	O
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, 2009; 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 \$402,274.

<u>Account</u>	<u>Description</u>	<u>Expense</u>	<u>Revenue</u>
<b>COMMUNITY DEVELOPMENT FUND</b>			
Appropriation			
<b>CD0901</b>	<b>CDBG Administration</b>		
124-0000-603-1010	Salaries	\$43,064	
124-0000-603-1020	Social Security	\$ 4,413	
124-0000-603-1040	Retirement	\$ 9,627	
124-0000-603-1050	Life Insurance	\$ 184	
124-0000-603-1052	Long Term Disability	\$ 197	
124-0000-603-1060	Workman's Compensation	\$ 116	
124-0000-603-1061	Unemployment Insurance	\$ 40	
124-0000-603-2010	Advertising and Publication	\$ 1,000	
124-0000-603-2021	Accounting/Auditing	\$ 4,759	
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
<b>CD0904</b>	<b>KAHR Program</b>		
124-0000-603-1010	Salaries	\$ 15,000	
124-0000-603-4023	Grants	\$122,933	
124-0000-331-1000	Community Development Block Grant		\$137,933
<b>CD0903</b>	<b>CASA of Sullivan County</b>		
124-0000-603-4023	Grants	\$ 16,587	

124-0000-331-1000	Community Development Block Grant		\$ 16,587
<b>CD0920</b>	<b>Learning Centers of KHRA</b>		
124-0000-603-4023	Grants	\$ 43,754	
124-0000-331-1000	Community Development Block Grant		\$ 43,754
<b>CD0921</b>	<b>South Central Kingsport CDC</b>		
124-0000-603-4023	Grants	\$ 50,000	
124-0000-331-1000	Community Development Block Grant		\$ 50,000
<b>CD0935</b>	<b>HOPE VI – Section 108</b>		
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 FY09 Emergency Shelter Grant Budget**

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

Agenda Form No.: AF-157-2008  
Work Session: June 2, 2008  
First Reading: June 3, 2008

Final Adoption: June 17, 2008  
Staff Work: Mark Haga  
Presentation: Judy Smith

**Recommendation:**

- Approve 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, 2009; 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 \$76,481.

<u>Account</u>	<u>Description</u>	<u>Expense</u>	<u>Revenue</u>
COMMUNITY DEVELOPMENT FUND Appropriation			
<b>CD0917</b>	<b>Emergency Shelter Grant</b>		
124-0000-603-4023	Grants	\$72,657	
124-0000-603-1010	Salaries	\$ 3,824	
124-0000-337-4900	Emergency Shelter Grant		\$76,481

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 Amend the Meadowview Conference Center's Budget by Appropriating Funds From the FF& E Sinking Fund**

To: Board of Mayor and Aldermen  
 From: John G. Campbell, City Manager *John G. Campbell*  
 Action Form No.: AF159-2008  
 Work Session: June 02, 2008  
 First Reading: June 03, 2008  
 Final Adoption: June 17, 2008  
 Staff Work By: Judy Smith  
 Presentation By: Judy Smith

**BMA Strategic Plan 2005-2006**

(CV=Core Value, KSF=Key Success Factor, KSO=Key Strategic Objective)

CV #1: Value Citizens; #2: Integrity

KSF # 4,6: Stewardship of Public Funds; Reliable and Dependable Infrastructure

KSO #: N/A

**Recommendation:**

Approve the ordinance.

**Executive Summary:**

Meadowview management has ask to amend the budget to cover the costs of renovations for the patio, furniture and carpet at the conference center. These funds will be appropriated from the FF&E sinking fund.

**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 AMEND THE MEADOWVIEW CONFERENCE CENTER FUND BUDGET BY APPROPRIATING FUNDS FROM THE FF&E SINKING FUND FOR THE FISCAL YEAR ENDING JUNE 30, 2008; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Meadowview Conference Center Fund budget be amended by appropriating funds from the FF&E Sinking Fund in the amount of \$128,723 to cover patio renovations, furniture and carpet.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b>Fund 420: Meadowview Conference Center</b>			
<b>Revenues:</b>	\$	\$	\$
420-0000-392-0301 FF&E Sinking Fund	0	128,723	128,723
<b>Totals:</b>	<b>0</b>	<b>128,723</b>	<b>128,723</b>
<b>Expenditures:</b>	\$	\$	\$
420-5001-501-4029 FF&E Supply Noncap-Equip	0	8,941	8,941
420-5001-501-9006 Purchases 5,000 and over	0	8,870	8,870
420-5001-501-9003 Improvements	0	110,912	110,912
<b>Totals:</b>	<b>0</b>	<b>128,723</b>	<b>128,723</b>

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

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

ATTEST:

APPROVED AS TO FORM:

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

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

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

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



AGENDA ACTION FORM

Consideration of an Ordinance to Amend the Cattails Golf Course by Increasing the Revenue and Expenditures to Reflect Cattails Golf Course Operations

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

Action Form No.: AF160-2008  
Work Session: June 02, 2008  
First Reading: June 03, 2008  
Final Adoption: June 17, 2008  
Staff Work By: Judy Smith  
Presentation By: Judy Smith

**BMA Strategic Plan 2005-2006**  
(CV=Core Value, KSF=Key Success Factor, KSO=Key Strategic Objective)  
CV #1: Value Citizens; #2: Integrity  
KSF # 4,6: Stewardship of Public Funds; Reliable and Dependable Infrastructure  
KSO #: N/A

**Recommendation:**

Approve the ordinance.

**Executive Summary:**

The auditors recommended an accounting change to the Cattails Golf Course budget. This change was made in September 2007. In previous years, we recorded the net commission that was City Income. The auditors recommend that we record Cattails gross sales and operating cost. This ordinance will amend the budget to reflect the change.

**Attachments:**

- 1. Ordinance

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

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

AN ORDINANCE TO AMEND THE CATTAILS GOLF COURSE FUND BUDGET BY APPROPRIATING FUNDS FROM CATTAILS OPERATIONS FOR THE FISCAL YEAR ENDING JUNE 30, 2008; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Cattails Golf Course Fund budget be amended by appropriating funds from Cattails operations in the amount of \$886,000. The appropriation is to record all of the transactions for Cattails operations to comply with the auditors recommendations.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b><u>Fund 420: Meadowview Conference Center</u></b>			
	\$	\$	\$
<b><u>Revenues:</u></b>			
421-0000-376-7000 Commissions	133,500	(133,500)	0
421-0000-376-1010 Clothing Sales	0	73,000	73,000
421-0000-376-1020 Equipment Sales	0	65,000	65,000
421-0000-376-1030 Club Rental	0	8,000	8,000
421-0000-376-1040 Cart Rental	0	183,000	183,000
421-0000-376-1050 Driving Range	0	9,000	9,000
421-0000-376-1060 Green Fees	0	531,500	531,500
421-0000-376-1070 Card Sales	0	55,000	55,000
421-0000-376-1090 Food & Beverage Sales	0	95,000	95,000
<b>Totals:</b>	<b>133,500</b>	<b>886,000</b>	<b>1,019,500</b>
<b><u>Expenditures:</u></b>			
	\$	\$	\$
421-5001-501-2054 Machinery/Equipment Rental	85,700	(85,700)	0
421-5001-501-4083 Base Management Fees	30,500	(30,500)	0
421-5001-501-4084 Taxes and Permits	3,900	(3,900)	0
421-5001-501-5015 Other Expenses	4,600	(4,600)	0
421-5010-501-4046 Furn/Fixtures & Equip Fees	30,600	(30,600)	0
421-5076-506-1010 Salaries & Wages	0	207,500	207,500
421-5076-506-1011 Overtime	0	1,000	1,000
421-5076-506-1025 Taxes & Benefits	0	63,000	63,000
421-5076-506-2034 Telephone	0	100	100
421-5076-506-2040 Travel	0	1,000	1,000
421-5076-506-2045 Training	0	100	100
421-5076-506-2053 Drug Testing	0	100	100
421-5076-506-2099 General Expenses	0	10,000	10,000
421-5076-506-3010 Office Supplies	0	1,500	1,500
421-5076-506-3011 Postage	0	3,100	3,100
421-5076-506-3012 Hospitality	0	100	100
421-5076-506-3013 Copier Supplies	0	500	500

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<u>Fund 420: Meadowview Conference Center</u>			
<u>Expenditures:</u>	\$	\$	\$
421-5076-506-3020	0	2,500	2,500
421-5076-506-3021	0	500	500
421-5076-506-3029	0	2,000	2,000
421-5076-506-3081	0	500	500
421-5076-506-3110	0	50,000	50,000
421-5076-506-3120	0	40,000	40,000
421-5076-508-1010	0	152,000	152,000
421-5076-508-1011	0	1,000	1,000
421-5076-508-1025	0	59,000	59,000
421-5076-508-2034	0	200	200
421-5076-508-2040	0	400	400
421-5076-508-2043	0	1,000	1,000
421-5076-508-2045	0	200	200
421-5076-508-2054	0	100	100
421-5076-508-2056	0	2,000	2,000
421-5076-508-2075	0	500	500
421-5076-508-2099	0	10,000	10,000
421-5076-508-3010	0	100	100
421-5076-508-3020	0	77,000	77,000
421-5076-508-3022	0	200	200
421-5076-508-3024	0	10,000	10,000
421-5076-508-3029	0	1,000	1,000
421-5076-508-3030	0	3,300	3,300
421-5076-508-3051	0	1,000	1,000
421-5076-507-1010	0	20,000	20,000
421-5076-507-1025	0	7,000	7,000
421-5076-507-3020	0	2,000	2,000
421-5076-507-3190	0	37,000	37,000
421-5076-501-2010	0	29,200	29,200
421-5076-501-2021	0	33,000	33,000
421-5076-501-2030	0	25,000	25,000
421-5076-501-2033	0	4,500	4,500
421-5076-501-2036	0	6,000	6,000
421-5076-501-2043	0	3,900	3,900
421-5076-501-2054	0	85,700	85,700
421-5076-501-2055	0	3,000	3,000
421-5076-501-4045	0	100	100
421-5076-501-4046	0	30,600	30,600
421-5076-501-4048	0	10,000	10,000
421-5076-501-4083	0	30,500	30,500
421-5076-501-4099	0	3,600	3,600
421-5076-501-5015	0	7,700	7,700
<b>Totals:</b>	<b>155,300</b>	<b>886,000</b>	<b>1,041,300</b>

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

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

ATTEST:

APPROVED AS TO FORM:

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

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

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

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



AGENDA ACTION FORM

Consideration of an Ordinance to Adopt the FY08-09 Metropolitan Planning Project Grant Budget

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

Handwritten signature of John G. Campbell

Action Form No.: AF161-2008
Work Session: June 02, 2008
First Reading: June 03, 2008

Final Adoption: June 17, 2008
Staff Work By: Judy Smith
Presentation By: Smith, Campbell

BMA Strategic Plan 2005-2006

(CV=Core Value, KSF=Key Success Factor, KSO=Key Strategic Objective)

CV #1: Value Citizens; #2: Integrity

KSF # 4,6: Stewardship of Public Funds; Reliable and Dependable Infrastructure

KSO #: N/A

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: \_\_\_\_\_

Table with 3 columns (Y, N, O) and 7 rows (Joh, Mallicote, Marsh, Munsey, Shull, Shupe, Phillips)

**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 \$311,050.

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	\$ 40,725	Personal Services	\$253,140
Federal FHWA TN	205,680	Contract Services	50,504
General Fund	56,845	Commodities	3,600
VDot-FHWA	4,500	Capital Outlay	4,000
V Dot-Sec 5303	3,594	Insurance	100
<b>Total Revenues</b>	<u>\$311,344</u>	<b>Total Expenditures</b>	<u>\$311,344</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 FY08-09 School Public Law 93-380 Grant Project Fund Budget**

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

Action Form No.: AF163-2008  
 Work Session: June 02, 2008  
 First Reading: June 03, 2008  
 Final Adoption: June 17, 2008  
 Staff Work By: Judy Smith  
 Presentation By: Smith, Campbell

**BMA Strategic Plan 2005-2006**  
 (CV=Core Value, KSF=Key Success Factor, KSO=Key Strategic Objective)  
**CV #1:** Value Citizens; #2: Integrity  
**KSF # 4,6:** Stewardship of Public Funds; Reliable and Dependable Infrastructure  
**KSO #:** N/A

**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	—	—	—

**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**

<b>Revenues</b>	<b>Original Budget</b>
Federal Grants	\$ 3,504,500
<b>Total Revenues</b>	<b>\$ 3,504,500</b>
<b>Expenditures</b>	<b>Original Budget</b>
Personal Services	\$ 2,804,400
Contract Services	700,100
<b>Total Expenditures</b>	<b>\$ 3,504,500</b>

**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 2008, 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 FY08-09 Special Schools Projects Grant Fund Budget

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

Action Form No.: AF164-2008
Work Session: June 02, 2008
First Reading: June 03, 2008
Final Adoption: June 17, 2008
Staff Work By: Judy Smith
Presentation By: Smith, Campbell

BMA Strategic Plan 2005-2006
(CV=Core Value, KSF=Key Success Factor, KSO=Key Strategic Objective)
CV #1: Value Citizens; #2: Integrity
KSF # 4,6: Stewardship of Public Funds; Reliable and Dependable Infrastructure
KSO #: N/A

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: \_\_\_\_\_

Table with 3 columns: Name, Y, N, O. Rows include 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**

<b>Revenues</b>	<b>Original Budget</b>
Federal Grants	112,100
State Grant	\$ 971,369
Local Revenue	\$ 355,600
From School Fund - 141	\$ 44,950
<b>Total Revenues</b>	<b>\$ 1,484,019</b>

<b>Expenditures</b>	<b>Original Budget</b>
Instruction	\$ 747,589
Support Services	\$ 382,980
Non-Instructional	\$ 315,550
Capital Outlay	\$ 27,900
To General School Fund	10,000
<b>Total Expenditures</b>	<b>\$ 1,484,019</b>

**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 2008, 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



# PRE-FILED CITY RECORDER

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

AN ORDINANCE TO AMEND THE DEBT SERVICE FUND, THE GENERAL PROJECT FUND, WATER FUND AND THE WATER PROJECT FUND BUDGETS BY APPROPRIATING GENERAL OBLIGATION PUBLIC IMPROVEMENT BOND, SERIES 2008; FOR THE FISCAL YEAR ENDING JUNE 30, 2008; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

WHEREAS, Resolution No. 2008-191 was adopted authorizing the issuance of bonded debt in an amount not to exceed \$7,535,000 to provide funding for the General Fund capital improvement projects consisting of street, road and Ryder Drive signalization improvements within the Municipality and the refunding of the \$4,000,000 capital outlay note that was issued for construction of the Allied Health building (Regional Center for Health Professionals); and

WHEREAS, Resolution No. 2008-189 was adopted authorizing the issuance of bonded debt in an amount not to exceed \$12,420,000 to provide fund for the General Fund capital improvement project for the construction of the Higher Education Center.

WHEREAS, Resolution No. 2008-193 was adopted authorizing the issuance of bonded debt in an amount not to exceed \$1,210,000 to provide funding for the water capital improvement projects identified in the adopted budget for fiscal year 2008; and

Section I. That the Debt Service Fund be amended by the appropriation of the General Obligation Public Improvement and Refunding Bond Series 2008A in the amount of \$4,207,932.

Section II. That the General Project Fund be amended by appropriating G.O. Public Improvement Bond Series 2008A to fund the East Stone Drive Fire Station (GP0814) in the amount of \$2,029,762, G.O. 2008A Road Improvements (GP 0816) in the amount of \$861,726, Ryder Drive/Eastman Road signalization improvements (GP0815) in the amount of \$202,976, Rock Springs Safety Audit (GP0804) in the amount of \$177,604, and

Section III. That the General Project Fund be amended by appropriating G.O. Public Improvement Bond Series 2008B to fund the Higher Education Center Project (GP0726) in the amount of \$11,165,000, and

Section IV. That the Water Project Fund be amended by appropriating Water and Tax Revenue Bond Series 2008 to fund the Water Plant Solids Project (WA0801) in the amount of \$1,183,209.

**G.O. Public  
Improvements Series  
2007-2008**

**Debt Service Fund: 211**

**Estimated Revenue:**

211-0000-368-1033 G.O. Bond Series 2008 A  
Total Revenue

	<b>Amendments</b>	
<b><u>Budget</u></b>	<b><u>Increase (Decrease)</u></b>	<b><u>Amended Budget</u></b>
0	4,207,932	4,207,932
<b>0</b>	<b>4,207,932</b>	<b>4,207,932</b>

**Appropriation:**

211-4805-481-4014 Bond Issue Cost  
211-4805-481-4010 Bond Principal  
211-4805-481-4011 Bond Interest  
Total Appropriations

5,000	61,699	66,699
0	4,000,000	4,000,000
0	146,233	146,233
<b>5,000</b>	<b>4,207,932</b>	<b>4,212,932</b>

**General Project Fund**

**Project GP0814**

**East Stone Dr Fire  
Station**

**Estimated Revenue:**

311-0000-368-1033 Bond Proceeds G.O. Pub Improv.  
2008A  
Total Estimated Revenue

0	2,029,762	2,029,762
<b>0</b>	<b>2,029,762</b>	<b>2,029,762</b>

**Appropriation:**

311-0000-601-4041 Bond Sale Expense  
311-0000-601-9002 Building  
Total Project  
Appropriation

0	29,762	29,762
0	2,000,000	2,000,000
<b>0</b>	<b>2,029,762</b>	<b>2,029,762</b>

**Project GP0815**

**Ryder Dr Signalization**

**Estimated Revenue:**

311-0000-368-1033 Bond Proceeds G.O. Pub Improv.  
2008A  
Total Estimated Revenue

0	202,976	202,976
<b>0</b>	<b>202,976</b>	<b>202,976</b>

**Appropriation:**

311-0000-601-2022 Construction Contracts  
311-0000-601-4041 Bond Sale Expense  
Total Project Appropriation

0	200,000	200,000
0	2,976	2,976
<b>0</b>	<b>202,976</b>	<b>202,976</b>

**G.O. Public  
Improvements Series  
2007-2008**

		<u>Budget</u>	<u>Amendments Increase (Decrease)</u>	<u>Amended Budget</u>
<b>Project GP0816</b>				
<b>G.O. 2008A Road Improvements</b>				
<b>Estimated Revenue:</b>				
311-0000-368-1033	Bond Proceeds G.O. Pub Improv. 2008A	0	861,726	861,726
Total Estimated Revenue		<u>0</u>	<u>861,726</u>	<u>861,726</u>

<b>Appropriation:</b>				
311-0000-601-2022	Construction Contracts	0	772,691	772,691
311-0000-601-2023	Arch/Eng/Landscaping	0	76,400	76,400
311-0000-601-4041	Bond Sale Expense	0	12,635	12,635
Total Project Appropriation		<u>0</u>	<u>861,726</u>	<u>861,726</u>

<b>Project GP0804</b>				
<b>Rock Springs Safety Audit</b>				
<b>Estimated Revenue:</b>				
311-0000-368-1033	Bond Proceeds G.O. Pub Improv 2008A	0	177,604	177,604
311-0000-391-0100	From General Fund	25,000	0	25,000
Total Estimated Revenue		<u>25,000</u>	<u>177,604</u>	<u>202,604</u>

<b>Appropriation:</b>				
311-0000-601-2022	Construction Contracts	25,000	175,000	200,000
311-0000-601-4041	Bond Sale Expense	0	2,604	2,604
Total Project Appropriation		<u>25,000</u>	<u>177,604</u>	<u>202,604</u>

<b>Project GP0726</b>				
<b>Higher Education Center</b>				
<b>Estimated Revenue:</b>				
311-0000-368-1031	Bond Proceeds G.O. Pub Improv 2007	700,000	0	700,000
311-0000-368-1033	Bond Proceeds G.O. Pub Improv 2008B	0	11,165,000	11,165,000
311-0000-391-0100	From General Fund	1,486,922	0	1,486,922
Total Estimated Revenue		<u>2,186,922</u>	<u>11,165,000</u>	<u>13,351,922</u>

<b>Appropriation:</b>				
311-0000-601-2022	Construction Contracts	30,000	0	30,000
311-0000-601-2023	Arch/Eng/Landscaping	738,389	661,000	1,399,389
311-0000-601-9001	Land	1,418,533	0	1,418,533
311-0000-601-9002	Building	0	10,340,293	10,340,293
311-0000-601-4041	Bond Sale Expense	0	163,707	163,707
Total Appropriation		<u>2,186,922</u>	<u>11,165,000</u>	<u>13,351,922</u>

**Water Systems Revenue  
and Tax Bonds 2007-  
2008**

		<u>Budget</u>	<u>(Decrease)</u>	<u>Amended Budget</u>
<b>Water Fund:411</b>				
<b>Estimated Revenue:</b>				
411-0000-231-8500	Bonds Payable 2008 Water R & T	0	1,200,000	1,200,000
		0	1,200,000	1,200,000
<b>Appropriation:</b>				
411-0000-152-0556	Bond Issue Cost	0	16,791	16,791
411-6999-698-7817	Transfer to Water Project	0	1,183,209	1,183,209
Total Appropriation		0	1,200,000	1,200,000

**Water Systems Revenue  
and Tax Bond 2008  
Project WA0801  
Water Plant Solids  
Handling**

<b>Estimated Revenue:</b>				
451-0000-391-4500	From the Water Fund	54,200	0	54,200
451-0000-391-0522	From 2008 Water & Tax Revenue	0	1,183,209	1,183,209
Total Revenue		54,200	1,183,209	1,237,409
<b>Appropriation:</b>				
451-0000-605-2023	Arch/Eng/Landscaping	54,200	0	54,200
451-0000-605-9003	Improvements	0	1,183,209	1,183,209
Total Appropriation		54,200	1,183,209	1,237,409

SECTION V. 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:

\_\_\_\_\_  
JIM DEMMING  
City Recorder

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

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

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

City of Kingsport Ordinance No. \_\_\_\_\_, Page 4 of 4



**AGENDA ACTION FORM**

**Consideration of an Ordinance to Adopt the FY08-09 Urban Mass Transit Budget**

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

Action Form No.: AF162-2008  
 Work Session: June 02, 2008  
 First Reading: June 03, 2008  
 Final Adoption: June 17, 2008  
 Staff Work By: Judy Smith, Gary Taylor  
 Presentation By: Smith, Campbell

**BMA Strategic Plan 2005-2006**

(CV=Core Value, KSF=Key Success Factor, KSO=Key Strategic Objective)

CV #1: Value Citizens; #2: Integrity

KSF # 4,6: Stewardship of Public Funds; Reliable and Dependable Infrastructure

KSO #: N/A

**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: \_\_\_\_\_

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

**PRE-FILED**  
**CITY RECORDER**

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

**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 \$1,333,800.
- 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>		
<b>Capital:</b>			
Federal Transit Administration	\$ 289,850		
Tennessee Dept. of Transportation	32,575		
General Fund	32,575	\$	<b>355,000</b>
 <b>Operating:</b>			
Federal Transit Administration	\$ 449,950		
Tennessee Dept. of Transportation	219,425		
<b>Program Income:</b>			
RCAT	45,000		
Bus Fares	45,000		
General Fund	219,425	\$	<b>978,800</b>
<b>Total Revenues</b>		\$	<b>1,333,800</b>

**Expenditures**

<u>Expenditure Category</u>	<u>Original Budget</u>	
<b>Capital:</b>		
Rolling Stock	\$ 195,000	
Vehicle Maintenance	\$ 110,000	
Building	50,000	\$ 355,000
<b>Operating:</b>		
Personal Services	\$ 752,300	
Contractual Services	195,500	
Commodities	31,000	\$ 978,800
<b>Total Expenditures</b>		<b>\$ 1,333,800</b>

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 Authorizing the Mayor to Execute all Documents Necessary and Proper to Apply for and Receive a 319 Watershed Implementation Grant. Consideration of an Ordinance Appropriating Matching Funds from GP0605 (Minor Drainage Improvements) to Supplement the 319 Watershed Implementation Grants .**

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

Agenda Form No: 175-2008  
 Work Session: June 02, 2008  
 First Reading: June 03, 2008

Final Adoption: June 17, 2008  
 Staff Work: Dan Wankel  
 Presentation: Dan Wankel

**Recommendation:**

Approve the resolution and Ordinance.

**Executive Summary:**

This ordinance provides for the funding of two separate but related projects involving the Tennessee Department of Agriculture's 319 Watershed Implementation Grant Program. The first project is defined as the Mad Branch Phase II Watershed Plan Implementation. This project has been previously approved through Resolution by the BMA with a 40 percent cash match of \$36,000 from GP0605. Secondly, a new project contract has been drawn up to provide for a cash match of \$18,000 to fund the installation of a storm-water treatment device in conjunction with the Exxon/Zoomers redevelopment at the intersection of Fort Henry Drive and Eastman Road. This device is designed to remove at least 80 percent of the targeted pollutants and debris which contribute to the stream's degradation, placing it on the State's list of impaired waters due to urban storm-water runoff. A Resolution and Ordinance are presented to facilitate the funding of the match. In addition, the owner of the Fort Henry Mall, Somera Capital Management, will be providing the remaining match to take advantage of the grant to partially fund the installation of required storm-water treatment devices as the transformation to Kingsport Town Center takes place.

**Attachments:**

- 1. Ordinance
- 2. Resolution

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

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

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE TENNESSEE DEPARTMENT OF AGRICULTURE 319 WATERSHED IMPLEMENTATION GRANT FUNDS AND ACCEPTING CORPORATE DONATIONS FOR MATCHING FUNDS

WHEREAS, the city desires to apply for and receive Tennessee Department of Agriculture 319 Watershed Implementation Grant funds, in an amount up to \$89,657.48 including required matching funds, for Mad Branch Phase II Watershed Plan Implementation; installation of a stormwater treatment device in conjunction with the Exxon/Zoomers redevelopment at the intersection of Fort Henry Drive and Eastman Road; and installation of required stormwater treatment devices as the transformation to Kingsport Town Center from Fort Henry Mall takes place; and

WHEREAS, the city will provide 20% of the required matching funds from GP0605; and

WHEREAS, Exxon/Zoomers and Somera Capital Management desire to donate the remaining 20% required matching funds; and

WHEREAS, certain documents must be completed and executed to receive the grant funds.

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, all documents necessary and proper to apply for and receive Tennessee Department of Agriculture 319 Watershed Implementation Grant funds, in an amount up to \$89,657.48 including 40% required matching funds, for Mad Branch Phase II Watershed Plan Implementation; installation of a stormwater treatment device in conjunction with the Exxon/Zoomers redevelopment at the intersection of Fort Henry Drive and Eastman Road; and installation of required stormwater treatment devices as the transformation to Kingsport Town Center from Fort Henry Mall takes place.

SECTION III. That the Board of Mayor and Aldermen accepts the donations from Exxon/Zoomers and Somera Capital Management providing 20% of the required 40% matching funds.

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

ADOPTED this the 3rd day of June, 2008.

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

ATTEST:

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

APPROVED AS TO FORM:

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

# PRE-FILED CITY RECORDER

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

AN ORDINANCE TO AMEND THE GENERAL PROJECT FUND BUDGETS BY APPROPRIATING FUNDS RECEIVED FROM THE TENNESSEE DEPARTMENT OF AGRICULTURE FOR THE 319 WATER SHED GRANT AND FOR THE MADD BRANCH PHASE II STORMWATER TREATMENT DEVICE INSTALLATIONS GRANT; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Project Fund Budget be amended by appropriating funds received from the Tennessee Department of Agriculture in the amount of \$67,440 for the 319 Watershed Implementation Grant to establish the Mad Branch Implementation Plan Phase II project (GP0817). The 40% local match is provided for through the Minor Drainage Improvement project (GP0605) in the amount of \$36,000 and the remaining \$8,960 will be provided for through staff salaries and volunteer labor.

SECTION II. That the General Project Fund Budget be amended by appropriating funds received from the Tennessee Department of Agriculture in the amount of \$53,657 for Mad Branch Phase II-Storm-water Treatment Device Installations grant to establish the Mad Branch Storm Water Device project (GP0818). A 40% local match is required and will be provided for through the Minor Drainage Improvement project (GP0605) in the amount of \$18,000 and through donations from corporations in the amount of \$18,000.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b>Fund 110: General Fund</b>			
110-2504-434-1010 Salaries & Wages	693,000	(2,400)	690,600
110-2504-434-1020 Social Security	53,000	(400)	52,600
110-2504-434-1030 Group Health Ins	109,800	(800)	109,000
110-2504-434-1040 Retirement	113,400	(800)	112,600
110-2504-434-1050 Life Ins	2,100	(100)	2,000
110-2504-434-1052 Long Term Disability	2,000	(100)	1,900
110-2504-434-1060 Workmen's Comp	6,400	(100)	6,300
110-2504-434-1061 Unemployment	600	(100)	500
110-2504-434-2010 Advertising & Publication	2,500	(700)	1,800
110-2504-434-2011 Printing & Binding	1,500	(200)	1,300
110-2504-434-2020 Professional Consultant	2,700	(360)	2,340
110-2504-434-2055 Repairs & Maint	500	(500)	0
110-2504-434-3022 Maintenance Supplies	1,057	(900)	157
110-4804-481-7036 Transfer/General Proj Fund	3,407,522	7,460	3,414,982

**Totals:**

4,396,079	0	4,396,079
-----------	---	-----------

**Fund 311: General Project Fund**  
**Minor Drainage Improvement (GP0605)**

**Revenues:**

311-0000-391-0518 G.O. Bond Series 2005

\$	\$	\$
200,000	(54,000)	146,000
<b>200,000</b>	<b>(54,000)</b>	<b>146,000</b>

**Totals:**

**Expenditures:**

311-0000-601-2020 Professional Consultant

311-0000-601-2022 Construction Contracts

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

\$	\$	\$
23,000	0	23,000
159,000	(54,000)	105,000
18,000	0	18,000
<b>200,000</b>	<b>(54,000)</b>	<b>146,000</b>

**Totals:**

**Account Number/Description:**

**Budget**

**Incr/<Decr>**

**New Budget**

**Fund 311: General Project Fund**  
**Mad Branch Implementation Plan Phase II**  
**(GP0817)**

**Revenues:**

311-0000-391-0518 G.O. Bond Series 2005

311-0000-332-6100 TN. Dept of Agriculture

311-0000-364-8648 In-kind Volunteer Labor

311-0000-391-0100 From the General Fund

0	36,000	36,000
0	67,440	67,440
0	1,500	1,500
0	7,460	7,460
<b>0</b>	<b>112,400</b>	<b>112,400</b>

**Totals:**

**Expenditures:**

311-0000-601-1010 Salaries and Wages

311-0000-601-1020 Social Security

311-0000-601-1030 Group Health Ins

311-0000-601-1040 Retirement

311-0000-601-1050 Life Ins

311-0000-601-1052 Long Term Disability

311-0000-601-1060 Worker's Comp

311-0000-601-1061 Unemployment

311-0000-601-2022 Construction Contracts

311-0000-601-3011 Postage

311-0000-601-3022 Operating Supplies & Tools

0	4,200	4,200
0	600	600
0	1,300	1,300
0	1,300	1,300
0	100	100
0	100	100
0	100	100
0	100	100
0	87,000	87,000
0	5,000	5,000
0	12,600	12,600
<b>0</b>	<b>112,400</b>	<b>112,400</b>

**Totals:**

**Fund 311: General Project Fund**  
**Mad Branch Storm Water Device Proj (GP0818)**

**Revenues:**

311-0000-391-0518 G.O. Bond Series 2005

311-0000-364-3020 Contributions/From Corp.

311-0000-332-6100 TN. Dept of Agriculture

0	18,000	18,000
0	18,000	18,000
0	53,657	53,657
<b>0</b>	<b>89,657</b>	<b>89,657</b>

**Totals:**

**Expenditures:**

311-0000-601-2022 Construction Contracts

***Totals:***

0	89,657	89,657
<b>0</b>	<b>89,657</b>	<b>89,657</b>

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

ATTEST:

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

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

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 Amend the Zoning Code, Text and Map, to Zone Property at 4320 West Stone Drive to B-3, General Business District**

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

Action Form No.: AF-121-2008  
 Work Session: May 19, 2008  
 First Reading: May 20, 2008

Final Adoption: June 3, 2008  
 Staff Work By: Karen Combs  
 Presentation By: Karen Combs

**BMA Strategic Plan 2005-2006**

(CV=Core Value, KSF=Key Success Factor, KSO=Key Strategic Objective)

CV #:  
 KSF #  
 KSO #

**Recommendation:**

- Approve ordinance amending the zoning ordinance to rezone 4320 West Stone Drive to B-3, General Business District.

**Executive Summary:**

The request is to rezone 4320 West Stone Drive known as the Allandale Shopping Center from B-4P, Planned Business District to B-3, General Business District. The rezoning will allow this shopping center to be redeveloped. The Kingsport Regional Planning Commission unanimously sent a favorable recommendation for this request during their April 17, 2008 meeting to the Board of Mayor and Alderman. The Notice of Public Hearing was published May 2, 2008.

**Attachments:**

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

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

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



## AGENDA ACTION FORM

### Consideration of Ordinances to Amend Zoning of Three (3) Parcels Located in the Old Island Development off Island Road

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

A handwritten signature in blue ink that reads "John G. Campbell".

Action Form No.: AF-117-2008  
 Work Session: May 19, 2008  
 First Reading: May 20, 2008

Final Adoption: June 3, 2008  
 Staff Work By: F. Koder  
 Presentation By: F. Koder

#### **BMA Strategic Plan 2005-2006**

**KSF #3:** Economic Growth, Development & Redevelopment; **KSF #6:** Reliable, Dependable Infrastructure

**KSO #5:** Create a healthy economy by continuing efforts to expand and diversify our economic base

**AI #5a:** Implement Strategic Objectives

**CV #:** N/A

#### **Recommendation:**

- Approve ordinance amending the zoning ordinance to rezone the one parcel from B-1, Neighborhood Commercial and two (2) parcels from PD, Planned Development District to R-1B, Single Family Residential District.

#### **Executive Summary:**

The request is to rezone approximately 13.51 acres which includes parcels 2.00, and a portion of parcel 48.10 as identified on Sullivan County Tax map 48D, Group B and Tax Map 32 respectively. This is an owner and initiated rezoning request. The proposed zoning for the area is a City R-1B. Adjacent city zoning is R-1B, Single Family. The existing land uses compliment the majority of the current zoning designations and the proposed zoning is compatible with the surrounding zoning in the area and helps protect the proposed residential use. Water and sewer will be available to the parcels through the plan of services to the parent parcel. At its April 17, 2008 meeting, the Kingsport Regional Planning Commission voted unanimously (8-0) to send a favorable recommendation for the rezoning of the parcels to the Board of Mayor and Alderman. The Notice of Public Hearing was published May 4, 2008.

#### **Attachments:**

1. Staff Report
2. ~~Public Notice~~
3. Zoning Ordinance
4. Maps

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

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



**AGENDA ACTION FORM**

**Consideration of an Ordinance to Amend the Zoning Code, Text and Map, to Zone Property along Virgil Avenue to R-3, Multi-Family Residential District**

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

Action Form No.: AF-122-2008  
 Work Session: May 19, 2008  
 First Reading: May 20, 2008

Final Adoption: June 3, 2008  
 Staff Work By: Karen Combs  
 Presentation By: Karen Combs

**BMA Strategic Plan 2005-2006**

(CV=Core Value, KSF=Key Success Factor, KSO=Key Strategic Objective)

CV #:  
 KSF #  
 KSO #

**Recommendation:**

- Approve ordinance amending the zoning ordinance to rezone parcel 37 on tax map 29L of the 2008 Sullivan County tax maps to R-3, Multi-Family Residential District.

**Executive Summary:**

The request is to rezone along Virgil Avenue from R-1B, Single Family Residential District to R-3, Multi-Family Residential District. The rezoning will allow the owner to construct a duplex on this property. The Kingsport Regional Planning Commission unanimously sent a favorable recommendation for this request during their April 17, 2008 meeting to the Board of Mayor and Alderman. The Notice of Public Hearing was published May 2, 2008.

**Attachments:**

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

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

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



**AGENDA ACTION FORM**

**Consideration of Ordinances to Annex/Amend Zoning of the Owner Initiated Rock Springs South Annexations and Consideration of a Resolution Adopting the Plan of Services**

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

Action Form No.: AF-131- 2008  
 Work Session: May 19, 2008  
 First Reading: May 20, 2008  
 Final Adoption: June 3, 2008  
 Staff Work By: F. Koder  
 Presentation By: F. Koder

**Recommendation:**

- Approves ordinance for the owner initiated annexation of Rock Springs South parcels in Areas #7 & #8 parcels 13.00, 14.00, 19.00, 21.00 of Tax Map 105H, Group B and parcel 19.00 of Tax Map 105 and parcels 5.00, 9.00 and 48.00 of Tax Map 105B, Group A and parcel 8.00 of Tax Map 105 and parcel 2.00 of Tax Map 105G, Group B as indicated on July 2007 Sullivan County tax maps.
- Approve ordinance amending the zoning ordinance to zone the area R-1B, Single Family Residential District
- Approve a resolution adopting a plan of services for the parcels.

**Executive Summary:**

Owner initiated request to annex approximately 6.51 acres in the Rock Springs Area. The current county zoning in the area is R-1 and A-1. The proposed City zoning for the area is R-1B, Single family Zoning District. Approximately 5,607 linear feet of roadway is included in this annexation. Water and sewer will require extension to the parcels. At its October 18, 2007 meeting the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation for the annexation, zoning and plan of services for the Rock Springs South #7 & #8 annexation area of which these are a part, to the Board of Mayor and Alderman. The effective date of this annexation will be thirty (30) days after second reading. The Notice of Public Hearing was published May 4, 2008.

**Attachments:**

1. Staff Memo
2. ~~Notice of Public Hearing~~
3. Annexation Ordinance
4. Zoning Ordinance
5. Resolution
6. Map

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

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



**AGENDA ACTION FORM**

**Consideration of a Resolution Authorizing the Mayor to Execute a Concession Agreement With Holston Valley Futbol Club to Provide Concessions at Eastman Park.**

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

Action Form No.: AF-153-08  
 Work Session: June 2, 2008  
 First Reading: June 3, 2008

Final Adoption: June 3, 2008  
 Staff Work By: Phyllis Phillips  
 Presentation By: Kitty Frazier/Tom Bowman

**BMA Strategic Plan 2005-2006**

**KSF=Key Success Factor**

**KSF # 3: Stewardship of the Public Funds**

**Recommendation:** Approve a resolution to execute an agreement with Holston Valley Futbol Club to provide concessions at Eastman Park at 2969 Sullivan Gardens Parkway.

**Executive Summary:** Holston Valley Futbol Club has provided concessions at Eastman Park for the past 3 years. The City of Kingsport and HVFC wish to continue in this partnership.

**Attachments:**

1. Resolution
2. Concession Lease Agreement

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 AUTHORIZING THE MAYOR TO EXECUTE A CONCESSION LEASE AGREEMENT WITH HOLSTON VALLEY FUTBOL CLUB FOR THE SALE OF FOOD, REFRESHMENTS, CONFECTIONERY AND BEVERAGES AT THE EASTMAN PARK SOCCER FIELDS

WHEREAS, the City of Kingsport desires to enter into a Concession Lease Agreement with Holston Valley Futbol Club (HVFC) for the sale of food, refreshments, confectionery and beverages at the Eastman Park soccer fields located at 2969 Sullivan Gardens Parkway; and

WHEREAS, under the terms of the agreement Holston Valley Futbol Club (HVFC) will pay seventeen percent (17%) of its monthly sales to the city each month; and

WHEREAS, the term of the agreement is from June 1, 2008 through June 30, 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, subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport in a form approved by the City Attorney, a Concession Lease Agreement with Holston Valley Futbol Club (HVFC) for the sale of food, refreshments, confectionery and beverages at the Eastman Park soccer fields located at 2969 Sullivan Gardens Parkway for the period June 1, 2008 through June 30, 2009 and providing that seventeen percent (17%) of the monthly sales will be paid to the city each month during the term of the agreement.

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

ADOPTED this the 3rd day of June, 2008.

\_\_\_\_\_  
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 and entered into as of this 1st day of July, 2008, 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 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 for one renewal of the agreement for an additional year upon conditions set forth by the CITY. If HVFC should desire to renew this agreement, it shall do so by giving written notice to the CITY prior to May 1 of the year for which the extension is requested.

2. 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; and
  - 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. During the period of July 1, 2008 to June 30, 2009 HVFC shall have the primary right to use the CITY'S Soccer Facilities, as assigned by the 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, the 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, the 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. The CITY will provide notice of these scheduled interruptions no later than February 1 for the Fall season and August 1 for the Spring season. The 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.

5. HVFC understands and agrees that at times weather, scheduled maintenance and/or field conditions may result in the 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's 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 consistent with the 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.
  - Provide HVFC with field mowing, fertilization and irrigation schedules.
  - Provide HVFC with contact information for after-hour and everyday needs.
  - Maintain and repair all parking areas including 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 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 the citizens of Kingsport with 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 the 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 the CITY 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 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 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. Payments shall be made to the CITY 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 the CITY residents as registered club members. Verification of residency percentages shall be made annually to the CITY 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 for the use of sports field lighting directly related to HVFC usage.
17. Assist the CITY 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. Hold the CITY harmless 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, 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 signatures of the parties hereto as of the date and year first written in duplicate original form.

**HOLSTON VALLEY FUTBOL CLUB**

\_\_\_\_\_  
President

ATTEST:

BY: \_\_\_\_\_

**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 an Agreement with Holston Valley Futbol Club to Provide a Recreational Youth Soccer Program at Sullivan Gardens.

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

Action Form No.: AF-154-2008  
 Work Session: June 2, 2008  
 First Reading: June 3, 2008

Final Adoption: June 3, 2008  
 Staff Work By: Phyllis Phillips  
 Presentation By: Kitty Frazier/Tom Bowman

**BMA Strategic Plan 2005-2006**  
**KSF=Key Success Factor**

**KSF # 5 :** Superior Quality of Life:

**Recommendation:** Approve a resolution to execute an agreement with Holston Valley Futbol Club to Provide a Recreational Youth Soccer Program at the City Park Facility located at 2969 Sullivan Gardens Parkway.

**Executive Summary:** Holston Valley Futbol Club (formerly known as Kingsport Youth Soccer Association) 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 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. This agreement is being recommended by the Youth Athletic Advisory Committee and the Parks and Recreation Advisory Committee.

**Attachments:**

1. Resolution
2. 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 TO PROVIDE A RECREATIONAL YOUTH SOCCER  
PROGRAM AT EASTMAN PARK

WHEREAS, the city does not provide a recreational soccer program for its citizens; and

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

WHEREAS, the city desires to enter into an agreement with HVFC to provide a recreational youth soccer program at Eastman Park located at 2969 Sullivan Gardens Parkway; and

WHEREAS, the term of the agreement is for a one (1) year period commencing July 1, 2008 and ending June 30, 2009

WHEREAS, the agreement is recommended by the Youth Athletic Advisory Committee and the Parks and Recreation Advisory 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, subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport in a form approved by the City Attorney, an agreement with Holston Valley Futbol Club (HVFC) to provide a recreational youth soccer program at Eastman Park located at 2969 Sullivan Gardens Parkway for the period commencing July 1, 2008 and ending June 30, 2009.

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

ADOPTED this the 3rd day of June, 2008.

\_\_\_\_\_  
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 and entered into as of this 1st day of July, 2008, 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 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 July 1, 2008. 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 for one renewal of the agreement for an additional year upon conditions set forth by the CITY. If HVFC should desire to renew this agreement, it shall do so by giving written notice to the CITY prior to May 1 of the year for which the extension is requested.
2. 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; and
  - 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. During the period of July 1, 2008 to June 30, 2009 HVFC shall have the primary right to use the CITY'S Soccer Facilities, as assigned by the 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, the 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, the 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. The CITY will provide notice of these scheduled interruptions no later than February 1 for the Fall season and August 1 for the Spring season. The 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.

5. HVFC understands and agrees that at times weather, scheduled maintenance and/or field conditions may result in the 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's 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 consistent with the 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.
  - Provide HVFC with field mowing, fertilization and irrigation schedules.
  - Provide HVFC with contact information for after-hour and everyday needs.
  - Maintain and repair all parking areas including 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 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 the citizens of Kingsport with 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 the 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 the CITY 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 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 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. Payments shall be made to the CITY 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 the CITY residents as registered club members. Verification of residency percentages shall be made annually to the CITY 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 for the use of sports field lighting directly related to HVFC usage.
17. Assist the CITY 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. Hold the CITY harmless 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, 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 signatures of the parties hereto as of the date and year first written in duplicate original form.

**HOLSTON VALLEY FUTBOL CLUB**

\_\_\_\_\_  
President

ATTEST:

BY: \_\_\_\_\_

**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 Agreements with Various Agencies and Organizations for Services in Fiscal Year 2008-2009 Benefiting the General Welfare of Kingsport Residents**

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

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

Action Form No.: AF-152 -2008  
 Work Session: June 2, 2008  
 First Reading: June 2, 2008  
 Final Adoption: June 3, 2008  
 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 2008-2009 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 – Action Form No: 152**

The City of Kingsport desires to enter into agreements with the following agencies and organizations for services in fiscal year 2008-2009 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
- First Tennessee Development District
- First Tennessee Human Resource Agency
- Greater Kingsport Area Chamber of Commerce for the Kingsport Convention and Visitors Bureau and the Move To Kingsport Program
- Holston Business Group
- Kingsport Art Guild
- Kingsport Ballet for the DANCE CO. Program
- Kingsport Chamber Foundation for the Keep Kingsport Beautiful Program; the Small Business Development and Entrepreneurship Program; and the Summer Concert Series
- 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 2008-2009 BENEFITING THE GENERAL WELFARE OF KINGSFORT RESIDENTS

WHEREAS, the City of Kingsport desires to enter into agreements for services in fiscal year 2008-2009 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; First Tennessee Development District; First Tennessee Human Resource Agency; Greater Kingsport Area Chamber of Commerce for the Kingsport Convention and Visitors Bureau and the Move To Kingsport Program; Holston Business Group; Kingsport Art Guild; Kingsport Ballet for the DANCE CO. Program; Kingsport Chamber Foundation for the Keep Kingsport Beautiful Program, the Small Business Development and Entrepreneurship Program, and the Summer Concert Series; 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 2008-2009 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; First Tennessee Development District; First Tennessee Human Resource Agency; Greater Kingsport Area Chamber of Commerce for the Kingsport Convention and Visitors Bureau and the Move To Kingsport Program; Holston Business Group; Kingsport Art Guild; Kingsport Ballet for the DANCE CO. Program; Kingsport Chamber Foundation for the Keep Kingsport Beautiful Program, the Small Business Development and Entrepreneurship Program, and the Summer Concert Series; 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 this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 3rd day of June, 2008.

\_\_\_\_\_  
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, 2008, 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, 2008, 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, 2008 to June 30, 2009. Accordingly, funds allocated by CITY to ARTS COUNCIL can be used to reimburse ARTS COUNCIL for eligible project expenses beginning on July 1, 2008. In no event will CITY participate in project expenses incurred after June 30, 2009.
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 its 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, 2008, 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:

1. **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, 2008 to June 30, 2009. 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, 2008. In no event will CITY participate in project expenses incurred after June 30, 2009.
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.**

---

JOETTE STREET  
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**  
**FIRST TENNESSEE DEVELOPMENT DISTRICT**

THIS AGREEMENT made and entered into as of this 1st day of July, 2008, 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, 2008 to June 30, 2009. Accordingly, funds allocated by CITY to FTDD can be used to reimburse FTDD for eligible project expenses beginning on July 1, 2008. In no event will CITY participate in project expenses incurred after June 30, 2009.
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, 2008, 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, 2008 to June 30, 2009. Accordingly, funds allocated by CITY to FIRST TENNESSEE can be used to reimburse FIRST TENNESSEE for eligible project expenses beginning on July 1, 2008. In no event will CITY participate in project expenses incurred after June 30, 2009.
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 its 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**

---

DALE FAIR  
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**

**THE GREATER KINGSPORT AREA CHAMBER OF COMMERCE, INC.  
"KINGSPORT CONVENTION AND VISITORS BUREAU"**

THIS AGREEMENT made and entered into as of this 1st day of July, 2008, by and between the City of Kingsport, hereafter called "CITY" and the Greater Kingsport Area Chamber of Commerce, Inc., hereafter 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 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.** CITY, through its duly elected officials, desires to contract for services with CHAMBER for the purpose of planning and conducting programs of information and publicity designed to attract to Kingsport and the surrounding area conventions, visitors, commercial travelers, tour groups, tourists, and other persons from outside the area, to promote the regional tourism industry, and to encourage, assist, and coordinate the efforts of public and private organizations of groups of citizens to publicize the facilities, attractions, historical points of interest of Kingsport and the surrounding area.
2. **DESCRIPTION OF THE PROJECT.**
  - A. Increasing tourism revenue through the continued promotion of Kingsport as a destination site for conventions, motorcoach tours, amateur athletics, business and leisure travelers.

- Recruit in the above markets through attendance in trade shows and sales missions, with an emphasis on direct sales calls.
  - Produce direct mail pieces aimed at target markets to keep Kingsport “top of mind”.
  - Host meeting planners and tour operators for site inspections of Kingsport’s meeting facilities, attractions and recreational offerings.
- B. Provide support and services to visitors and the local community.
- Produce collateral material to assist visitors (i.e. visitors guide, two events calendars and quick reference sheet map).
  - Provide bureau services for conventions, motorcoach tours and athletic events to encourage new and repeat business.
  - Increase attendance and length of stay for conventions and events by offering/encouraging pre and post conference tours, spousal tours and children’s tour options.
  - Continue to maintain Kingsport Ambassador Program to provide registration assistance, welcoming committee, tour escorts, etc. (tie in with citizen involvement).
- C. Increase the visibility of Kingsport to encourage the traveling public to visit the City.
- Provide visitor information services (i.e. maintain/operate two visitor information centers, maintain/update internet web site, brochure distribution at statewide welcome centers and strategic brochure distribution services locally and regionally).
  - Oversee maintenance and screen new applicants for directional signage program in Kingsport.
- D. Encourage and assist local citizens, area businesses and the tourism industry in promoting Kingsport’s facilities and events.
- Support marketing thrusts of Kingsport properties (i.e. through direct marketing efforts and advertising to generate leads in the areas of conventions, motorcoach tours, athletic events and leisure travel).
  - Develop programs to help area business capitalize on tourism (familiarization tours, cooperative advertising, events calendar, etc.).
- E. Develop a communications plan designed to inform target customers markets about Kingsport and increase awareness of Kingsport’s appeal and the benefits of tourism.
- Advertise in travel and trade publications to increase awareness and to generate leads.
  - Increase Kingsport’s exposure by producing a master editorial calendar and by implementing a media solicitation program requiring regular personal, telephone and written contact with national, state, regional and local media.

- Maintain photo library and develop media kits designed to communicate Kingsport's appeal to each market.
- Ensure that Kingsport is fully and accurately represented in all free listings via state, regional and national publications or collateral materials (i.e. Tennessee Tour Operators Manual, Meeting Planners Guide, Vacation Guide, etc.).

F. Support tourism development efforts in Northeast Tennessee, Southwest Virginia and throughout the State of Tennessee.

- Participate in tourism development efforts with local, regional, state and national agencies to maximize KCVB's physical and financial resources.
- Leverage advertising budget through cooperative advertising programs with local travel industry to secure Tennessee Department of Tourism advertising grant.
- Encourage and support area tourism agencies to jointly produce collateral materials that are designed to attract special interest audiences (i.e., hiking/biking trails, festivals brochure, arts and entertainment, etc.).

G. Ensure the continued growth of Kingsport's tourism industry.

- Actively participate in ongoing development of MeadowView.
- Screen new events for potential KCVB physical and financial support.
- Encourage, support and assist in the development of new and existing hotel/motel properties, attractions, restaurants, tearooms and tourism development efforts in Kingsport.

3. **MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to CHAMBER is 62.5% of the total hotel/motel tax received by CITY but the amount under this Agreement will not exceed said 62.5%. CHAMBER will submit to the City Manager no later than March 1 of each year the proposed annual budget for the Visitation Program. The budget will be reviewed by the City Manager and approved by the Board of Mayor and Aldermen as a part of the normal annual budget process. Proposed Amendments to the annual budget which would propose to increase or decrease the total budget will be submitted to the City Manager and approved by the Board of Mayor and Aldermen.

4. **REQUEST FOR REIMBURSEMENT.** CITY will pay the amount set out in Section 3 in monthly payments. Funds not spent or encumbered at the end of the fiscal year will remain with the Visitors' Council until such time as this Agreement is not renewed, whereupon the remaining funds will be returned to the General Fund of the City and reappropriated at the discretion of the Board of Mayor and Aldermen for tourism promotional activities or capital projects related to tourism. These monies shall be accounted for separately from the other monies of the KCVB and shall be restricted to their use solely for tourism activity as described in Section 2 of this Agreement. CHAMBER is to send to CITY reports of the actual net operating cost on a semi-annual basis.

5. **REIMBURSEMENT BY CITY.** CITY will review all semi-annual 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.
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'S 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 statement of revenue, expense and any changes in financial position for CHAMBER'S 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.** No changes shall be made to this Agreement except upon a written amendment executed by all parties hereto. No changes regarding KCVB's Executive Director will be made without conferring with the CITY representative on the Visitor's Council.
9. **ASSIGNMENT AND SUBLETTING.** CHAMBER 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, CHAMBER will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date.
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 Visitor's Council including, but not limited to contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees.
14. **CITY-DESIGNATED REPRESENTATIVES.** A member of the Board of Mayor and Aldermen will serve as the CITY representative on CHAMBER'S Visitor's Council, and participate on all issues before the Council.
15. **PROJECT TERM.** CITY and CHAMBER have previously agreed that the project term for this contract is from July 1, 2008 to June 30, 2009. Accordingly, funds allocated by CITY to CHAMBER can be used to reimburse CHAMBER for eligible project expenses beginning on July 1, 2008. In no event will CITY participate in project expenses incurred after June 30, 2009.
16. **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.
17. **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.
18. **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.

**THE GREATER KINGSPORT AREA  
CHAMBER OF COMMERCE**

---

MILES BURDINE  
President and CEO

**KINGSPORT CONVENTION &  
VISITORS BUREAU**

---

JUD TEAGUE  
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**

By

**THE CITY OF KINGSPORT, TENNESSEE,**

and

**KINGSPORT CHAMBER OF COMMERCE, INC.**

---

**MOVE TO KINGSPORT PROGRAM**

---

THIS AGREEMENT made and entered into as of the 1st day of July, 2008, by the City of Kingsport, hereinafter called "CITY", and the Kingsport 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 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 to enhance current efforts and to actively recruit residents of quality to Kingsport; and

WHEREAS, CITY has decided to contract with and provide financial resources to an outside entity for residential recruitment support and CITY has requested that CHAMBER be that outside entity pursuant to said state law which CITY has approved; 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.**

The term for this Agreement is from July 1, 2008 to June 30, 2009. Accordingly, funds

allocated by CITY to CHAMBER can be used to reimburse CHAMBER for eligible project expenses beginning on July 1, 2008. In no event will CITY participate in project expenses incurred after June 30, 2009.

## II. SCOPE OF WORK.

- A. The scope of work for this Agreement will be to assist in the enhancement and formulation of the Chamber's program of processing relocation inquiries and relocation recruiting as a non-traditional form of economic development.
- B. Except as otherwise specified in this Agreement, the specific strategies, plans and efforts to provide such services will be determined and implemented by CHAMBER with input from CITY and other members of the community.
- C. CHAMBER will seek to accomplish the items listed below and positively affect the measures described in the Appendix. It is understood that unusual circumstances affecting the economy may impact the achievement of these items.
- 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.
- E. Accordingly the CHAMBER agrees:
  1. Establish and continue on with a Program Council consisting of representatives of the City, Chamber, NETWORKS, Real Estate professionals and others. The responsibilities of this Council are as advisory and oversight. The Chair of said Council will serve as a Vice President on the Board of Directors of the Chamber; and
  2. To maintain the necessary support staff to provide logistical support and advice to the Kingsport Residential Recruitment program; and
  3. To provide some or all of the following, as needed:
    - Maintain a dedicated internet web site (movetokingsport.com) to recruit people to move to Kingsport.
    - Establish and implement a marketing plan to promote said web site.
    - Enhance, expand and synergize existing materials used to respond to relocation inquiries, including a 4-color relocation guide to Kingsport, movetokingsport.com information, Kingsport map, real estate information, employment information and other community information.
    - Coordinate and assist with NETWORKS in their link to the state of Tennessee's Recruitment Co Op, American Association of Retirement Communities' membership and other related efforts.

- Continue the employer assistance program in recruiting professionals to live and work in Kingsport.

### **III. MONITORING AND REPORTING REQUIREMENTS.**

CHAMBER will provide CITY with annual written reports delivered by the third Monday in February where CHAMBER will appear at the regularly scheduled work session of the Board of Mayor and Aldermen to review the report and present an update. The report will detail the efforts taken by CHAMBER 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, CHAMBER will assess the impact its efforts have had on residential recruitment, and will annually report on the measures in the Appendix of this Agreement.

### **IV. COMPENSATION.**

- A. CITY will pay CHAMBER up to Forty-Five Thousand and NO/100 (\$45,000) dollars annually for services provided under this Agreement as described in Section II Scope of Work.
- B. CITY will pay the CHAMBER a semi-annual amount based upon a documented invoice requesting matching funds, not to exceed Forty -Five Thousand and NO/100 (\$45,000) dollars on July 1, 2008 and January 1, 2009.

CHAMBER will be responsible for raising and/or spending, including in-kind support an additional amount up to Forty-Five Thousand and NO/100 (\$45,000 dollars) from sources other than CITY to fund the balance of this program. CHAMBER will send CITY reports of the actual net operating cost on an annual 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. CHAMBER will also provide some in kind contributions including work from members of the staff of CHAMBER to assist the residential recruiting efforts from time to time and in meeting the performance initiatives contained this Agreement.

- C. CITY will review all annual 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. 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's 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 statement of revenue, expense and any changes in financial position for CHAMBER's fiscal year.

- E. 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.

**V. ASSIGNMENT, SUBCONTRACTING OR ACQUISITION OF CONSULTANTS.**

The CHAMBER will not assign or subcontract any portion of this Agreement without the prior written approval of the CITY. CHAMBER will not assign any rights to funds provided herein without the prior written authorization of the CITY.

**VI. CHANGED CONDITIONS AFFECTING PERFORMANCE.**

CHAMBER 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. CHAMBER will pay its employees under this Agreement at least the Federal Minimum Wage.
- B. In carrying out the work of this Agreement, CHAMBER 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**

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 Forty-Five Thousand and NO/100 (\$45,000).

**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. CHAMBER designates the Corporate Secretary as its representative for this Agreement. CHAMBER will provide any relevant information requested by CITY concerning the small business program of CHAMBER, including, but not limited to contracts for third party financial arrangements, annual financial statements, and audit reports, schedules and fees.

**XI. CITY-DESIGNATED REPRESENTATIVES.**

The City Manager will serve as the CITY representative on the Board of CHAMBER, and will be entitled to attend all meetings of CHAMBER, and participate on all issues before the Board.

**XII. ASSURANCES.**

CHAMBER hereby assures CITY that CHAMBER is legally entitled to funds from CITY.

**XIII. 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 their 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 their employees or agents.

**XIV. 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 their 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 parties have set their hand to this Agreement in duplicate originals effective the date first above written.

**KINGSPORT CHAMBER OF COMMERCE, INC.**

---

MILES BURDINE  
President and CEO

---

KIRA DYKSTRA  
Director, Move To Kingsport

**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 BY THE CITY OF KINGSPORT, TENNESSEE, AND THE GREATER KINGSPORT AREA CHAMBER OF COMMERCE, INC. FOR THE MOVE TO KINGSPORT 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 relocation requests received and served by the Chamber.  
Source: Annual survey of prospects

For the period of 7/1/07 – 5/1/08 we received

562 direct inquiries through walk ins, phone ins, and M2K website inquiries

And

4817 inquiries about our region through Networks

2. Number of “unique visitors” on the movetokingsport.com web site.

7/1/07-5/1/08

22,451 unique visitors

3. Number of newcomers as evidenced by water taps.

7/1/07-5/1/08

987 families

**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, 2008, by the City of Kingsport, hereinafter called "CITY", and HOLSTON BUSINESS GROUP, hereinafter called "HOLSTON".

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

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 months commencing July 1, 2008 through June 30, 2009, 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, 2008. In no event will CITY participate in project expenses incurred after June 30, 2009, 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 Fifty Thousand and NO/100 (\$50,000) dollars annually for services provided under this Agreement as described in Section II Scope of Work.
- B. CITY will pay the HOLSTON one quarter of CITY's annual budgeted amount at the beginning of each quarter of the CITY's fiscal year (July 1, 2008; October 1, 2008; January 1, 2009; and April 1, 2009).
- 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, 2008, 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, 2008, 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, 2008 to June 30, 2009. Accordingly, funds allocated by CITY to GUILD can be used to reimburse GUILD for eligible project expenses beginning on July 1, 2008. In no event will CITY participate in project expenses incurred after June 30, 2009.
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, 2008, 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, 2008, 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 BALLETT 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 BALLETT 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 BALLETT hereby assures CITY that KINGSPORT BALLETT is legally entitled to funds from CITY.
13. **OPERATING INFORMATION.** KINGSPORT BALLETT will provide any relevant information requested by CITY concerning KINGSPORT BALLETT'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 BALLETT have previously agreed that the project term for this contract is from July 1, 2008 to June 30, 2009. Accordingly, funds allocated by CITY to KINGSPORT BALLETT can be used to reimburse KINGSPORT BALLETT for eligible project expenses beginning on July 1, 2008. In no event will CITY participate in project expenses incurred after June 30, 2009.
15. **REPORTING.** KINGSPORT BALLETT will submit to the Board of Mayor and Aldermen a bi-annual report setting out how funds allocated by CITY to KINGSPORT BALLETT assist in carrying out the purpose of the project as described under the terms of this Agreement.
16. **INDEPENDENT CONTRACTOR.** KINGSPORT BALLETT'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 BALLETT is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither KINGSPORT BALLETT 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 BALLETT, or it employees or agents.
17. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** KINGSPORT BALLETT 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**

\_\_\_\_\_  
BERTINA S. DEW  
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 CHAMBER FOUNDATION**  
**“KEEP KINGSPORT BEAUTIFUL PROGRAM”**

THIS AGREEMENT made and entered into as of this 1st day of July, 2008, by and between the City of Kingsport, hereafter called “CITY” and, the Kingsport Chamber Foundation hereafter called “FOUNDATION”.

**WITNESSETH:**

WHEREAS, FOUNDATION 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, FOUNDATION 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 the Agreement is to assist FOUNDATION in continuing a Keep Kingsport Beautiful 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 FOUNDATION.
2. **DESCRIPTION OF THE PROJECT.**

FOUNDATION agrees as follows:

- A. To help unite local government, business, and the citizens of the greater Kingsport area to address solutions to seven major sources of litter:
  - 1) Improper household refuse output;
  - 2) Improper commercial refuse output;

- 3) Demolition and construction sites;
  - 4) Loading docks;
  - 5) Uncover trucks and littering by;
  - 6) Motorists; and
  - 7) Pedestrians, in order to make Kingsport a more attractive place to live and work.
- B. To try and sustain the 80% reduction in litter that has been achieved since 1980.
  - C. To involve as many people and organizations as possible from all sectors of the community in adopting the Keep Kingsport Beautiful program and projects.
  - D. To monitor the success of the Keep Kingsport Beautiful program by the Photometric Index and Cost Benefit Analysis up-date annually, and periodic Attitude Survey up-dates.
  - E. To maintain a strong Committee organization as the main citizen's force behind the program.
  - F. To provide administrative functions and services necessary for the accomplishment of the above-mentioned goals and to work toward their achievement.
  - G. The Officers of the Keep Kingsport Beautiful program will be appointed by the President of FOUNDATION with the advice and consent of the Mayor of the CITY.
3. **MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to FOUNDATION under this Agreement will not exceed TWENTY-FIVE THOUSAND SIX HUNDRED DOLLARS (\$25,600).
  4. **REQUEST FOR REIMBURSEMENT.** CITY will pay the amount set out in Section 3 in two payments of \$12,800 each. FOUNDATION is to send to CITY reports of the actual net operating cost on a semi-annual basis.
  5. **REIMBURSEMENT BY CITY.** CITY will review all semi-annual 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.
  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. FOUNDATION 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 FOUNDATION 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 FOUNDATION'S fiscal year for which operating assistance is provided, FOUNDATION 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 FOUNDATION'S fiscal year.

7. **ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENT.** FOUNDATION 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. FOUNDATION 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.** FOUNDATION 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, FOUNDATION will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date.
11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** FOUNDATION 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.** FOUNDATION hereby assures CITY that FOUNDATION is legally entitled to funds from CITY.
13. **OPERATING INFORMATION.** FOUNDATION will provide any relevant information requested by CITY concerning FOUNDATION'S Keep Kingsport Beautiful 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 FOUNDATION have previously agreed that the project term for this contract is from July 1, 2008 to June 30, 2009. Accordingly, funds allocated by CITY to FOUNDATION can be used to reimburse FOUNDATION for eligible project expenses beginning on July 1, 2008. In no event will CITY participate in project expenses incurred after June 30, 2009.
15. **REPORTING.** FOUNDATION will submit to the Board of Mayor and Aldermen a bi-annual report setting out how funds allocated by CITY to FOUNDATION assist in carrying out the purpose of the project as described under the terms of this Agreement.

16. **INDEPENDENT CONTRACTOR.** FOUNDATION'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. FOUNDATION is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither FOUNDATION 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 FOUNDATION, or it employees or agents.

17. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** FOUNDATION 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 FOUNDATION'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 FOUNDATION and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to FOUNDATION 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 CHAMBER FOUNDATION**

\_\_\_\_\_  
MILES BURDINE  
Secretary

ATTEST:

By: \_\_\_\_\_  
LESLIE SNYDER  
Director, Keep Kingsport Beautiful

**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

**KINGSPORT CHAMBER FOUNDATION, INC.**

---

### SMALL BUSINESS DEVELOPMENT AND ENTREPRENEURSHIP PROGRAM

---

THIS AGREEMENT made and entered into as of the 1st day of July, 2008, by the City of Kingsport, hereinafter called "CITY", and the Kingsport Chamber Foundation, 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 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 and the growth and development of existing small businesses in Kingsport; and

WHEREAS, CITY has decided to contract with and provide financial resources to an outside entity for small business development support and CITY has requested that CHAMBER be that outside entity pursuant to said state law which CITY has approved; and

WHEREAS, the CHAMBER is willing to create the Office of Small Business Development and Entrepreneurship; 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.**

The term for this Agreement is from July 1, 2008 to June 30, 2009. Accordingly, funds allocated by CITY to CHAMBER can be used to reimburse CHAMBER for eligible project expenses beginning on July 1, 2008. In no event will CITY participate in project expenses incurred after June 30, 2009.

**II. SCOPE OF WORK.**

- A. The scope of work for this Agreement will be to assist in the establishment of new small businesses and the growth and development of existing small businesses in Kingsport through the creation of the Office of Small Business Development and Entrepreneurship.
- B. Except as otherwise specified in this Agreement, the specific strategies, plans and efforts to provide such services will be determined and implemented by CHAMBER with input from CITY and other members of the small business community.
- C. CHAMBER will seek to accomplish the items listed below and positively affect the measures described in the Appendix. It is understood that unusual circumstances affecting the economy may impact the achievement of these items.
- 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.
- E. Under separate agreement, CHAMBER may manage the small business incubator program.
- F. The parties agree to jointly establish the criteria, qualifications, and job description for the fulltime small business development professional contemplated to be hired by CHAMBER pursuant to this Agreement. Accordingly the CHAMBER agrees:
  - 1. To employ an executive director of the Office of Small Business Development and Entrepreneurship and an Administrative Assistant meeting the criteria for and qualifications established, in conjunction with CITY and implementing the job description agreed to by the parties; and
  - 2. To maintain the necessary support staff to provide logistical support and advice to the executive director of the Office of Small Business Development and Entrepreneurship; and
  - 3. To provide some or all of the following, as needed:

- Establish an education course in entrepreneurship—"School of Entrepreneurship-Small Business University" . . .Celebrate both success and failure to encourage risk taking
- Establish a pool of funds (loans, grants, venture capital)
- Expand the Business Advisory Panel. Make it available to more businesses. (Make it mandatory for those who receive a loan, grant, venture capital)
- Establish incentives program
- Continue seminars & training opportunities
- Live Here. Play Here. Shop Here. Dine Here. "Shop Here First Program"
- Establish a database of goods and services available and / or needed locally— Business-to-Business
- Create an environment that makes Kingsport the location of choice for healthcare providers
- Link to Holston Business Development Center
- Link to Chamber networking opportunities
- Link to local business parks and retail/commercial locations
- Link to KHRA for redevelopment opportunities
- Link to developers
- Link to government agencies (especially city)
- Link to KEDP
- Solicit and address concerns/problems from existing businesses. Use a combination of BMA member, business leader, city staff and executive director of the Office of Small Business Development
- Maintain a working knowledge of available state / federal programs that can assist small business
- Link to grant writers as appropriate (Critical for technology-based businesses)
- Link to Sullivan County Economic Development Partnership
- Link to tourism (KCVB & NETTA)
- Link to First Tennessee Development District
- Link to Northeast Tennessee Tech Council
- Recruit people to start businesses in Kingsport (Local, national & international)
- Create positive attitude for doing business in Kingsport
- Continue lobbying local, state & federal officials for the benefit of small business
- Develop program for employee recruiters (Program will be similar to one developed for physicians)
- Continue *Kingsport Times-News* Small Business Start-up Contest
- Emphasize Ribbon Cuttings / Groundbreakings
- Expand program that helps businesses recruit key employees

### **III. MONITORING AND REPORTING REQUIREMENTS.**

CHAMBER 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 CHAMBER 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 CHAMBER 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, CHAMBER 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 CHAMBER One Hundred Ten Thousand Dollars (\$110,000) annually for services provided under this Agreement as described in Section II Scope of Work.
- B. CITY will pay the CHAMBER one quarter of CITY's annual budgeted amount at the beginning of each quarter of the CITY's fiscal year (July 1, 2008; October 1, 2008; January 1, 2009; and April 1, 2009).
- C. CHAMBER will be responsible for raising an additional amount of at least Twenty-Five Thousand and NO/100 to Fifty Thousand and NO/100 (\$25,000 - \$50,000) dollars from sources other than CITY to fund the balance of this program. CHAMBER 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. CHAMBER will also provide some in kind contributions including work from members of the staff of CHAMBER to assist the small business growth and development efforts from time to time and in meeting the performance initiatives contained this Agreement.
- 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. 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's 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 statement of revenue, expense and any changes in financial position for CHAMBER's fiscal year.

- F. 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.

**V. ASSIGNMENT, SUBCONTRACTING OR ACQUISITION OF CONSULTANTS.**

The CHAMBER will not assign or subcontract any portion of this Agreement without the prior written approval of the CITY. CHAMBER will not assign any rights to funds provided herein without the prior written authorization of the CITY.

**VI. CHANGED CONDITIONS AFFECTING PERFORMANCE.**

CHAMBER 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. CHAMBER will pay its employees under this Agreement at least the Federal Minimum Wage.
- B. In carrying out the work of this Agreement, CHAMBER 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**

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 One Hundred Ten Thousand Dollars (\$110,000).

**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. CHAMBER designates the Corporate Secretary as its representative for this Agreement. CHAMBER will provide any relevant information requested by CITY concerning the small business program of CHAMBER, including, but not limited to contracts for third party financial arrangements, annual financial statements, and audit reports, schedules and fees.

**XI. CITY-DESIGNATED REPRESENTATIVES.**

The City Manager will serve as the CITY representative on the Board of CHAMBER, and will be entitled to attend all meetings of CHAMBER, and participate on all issues before the Board.

**XII. ASSURANCES.**

CHAMBER hereby assures CITY that CHAMBER is legally entitled to funds from CITY.

**XIII. 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.

**XIV. 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 their 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 their employees or agents.

**XV. 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 their 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 parties have set their hand to this Agreement in duplicate originals effective the date first above written.

**KINGSPORT CHAMBER FOUNDATION,  
INC.,**

---

MILES BURDINE  
Secretary

---

AUNDREA WILCOX  
Executive Director, Kingsport Office of  
Small Business Development &  
Entrepreneurship

**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 BY THE CITY OF KINGSPORT, TENNESSEE, AND THE GREATER KINGSPORT AREA CHAMBER OF COMMERCE, INC. FOR THE SMALL BUSINESS DEVELOPMENT AND ENTREPRENEURSHIP 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  
Source: Prospect Management
2. Total employment of assisted start-ups  
Source: Annual survey of prospects
3. Total gross receipts of assisted start-ups  
Source: City Finance Department
4. Announced Capital Investment
5. Survival Rate
6. Jobs Creation
7. Number of Businesses using Advisory Panel

**AGREEMENT**  
**BETWEEN**  
**THE CITY OF KINGSPORT, TENNESSEE**  
**AND**  
**THE KINGSPORT CHAMBER FOUNDATION**  
**“SUMMER CONCERT SERIES”**

THIS AGREEMENT made and entered into as of this 1st day of July, 2008, by and between the City of Kingsport, hereafter called “CITY” and the Kingsport Chamber Foundation, hereafter called “FOUNDATION”.

**WITNESSETH:**

WHEREAS, FOUNDATION 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, FOUNDATION 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 quality of life services and promote economic development in the downtown 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 FOUNDATION.
2. **DESCRIPTION OF THE PROJECT.**

The FOUNDATION agrees to provide the following:

A free Summer Concert Series, also known as the Downtown Concert Series, on Broad Street in 2008.

Stage, sound system, concert staff, security adequate to ensure audience safety, publicity, crowd control, provision of sanitary and toilet facilities, clean up after the concerts, the acquisition of the proper music licenses, and other services needed to stage the performances;

Responsibility for the management of the events and for any royalty fees, performance fees, license fees or any other costs for the concerts; and

A comprehensive general liability insurance policy to the CITY from an insurance company authorized to do business in Tennessee applicable to the serving of beer at the concerts and providing insurance coverage for all liabilities including death, personal injury or property damage, arising out of or in any way related to the activities pursuant to this Agreement and the exercise of the rights and responsibilities described herein, in the amount of one million dollars (\$1,000,000) combined single limits. Such insurance shall be in a form satisfactory to the CITY'S risk manager, shall include an endorsement naming the CITY as additional insured under the coverage afforded, shall be primary and noncontributing with respect to any other insurance available to CITY, shall contain a severability of interest (cross-liability) cause, and shall require the insurer to provide to CITY at least 30 days prior notice of cancellation. Proof of such insurance, also in a form satisfactory to CITY'S risk manager, shall be filed with the risk manager.

3. **PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to FOUNDATION under this Agreement will not exceed Seventy Thousand (\$70,000) Dollars. These funds can only be used to acquire or enhance the performers for the concerts and the costs of providing the insurance required in paragraph 2 herein.
4. **REPORTING.** FOUNDATION will report to CITY the actual costs incurred for acquiring the performers for the concerts and insurance required as needed using forms and procedures specified by CITY.
5. **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. FOUNDATION 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 FOUNDATION 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 FOUNDATION's fiscal year for which operating assistance is provided, FOUNDATION 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 FOUNDATION's fiscal year.
6. **ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.** FOUNDATION 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. FOUNDATION 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. **USE OF NAME "TWILIGHT ALIVE."** The parties understand and agree that CITY is the owner and owns the rights to the service mark "Twilight Alive." During the duration of this Agreement CITY hereby grants to FOUNDATION a royalty free, non-exclusive license to use the name "Twilight Alive" and any images, symbol or logos owned by CITY pertaining to "Twilight Alive" for labeling, advertising, and promoting the concert series that is the subject of this Agreement. ASSOCIATOIN agrees to properly designate the use of the service mark by the use of abbreviation SM or TM following the words, and agrees it will do nothing to diminish the right of the CITY in such mark. FOUNDATION shall not use the service mark other than as permitted herein.

8. **CHANGES.** Any changes in this Agreement will require a written amendment executed by all parties hereto.
9. **ASSIGNMENT AND SUBLETTING.** FOUNDATION 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, FOUNDATION 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 Seventy Thousand (\$70,000) Dollars.
11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** FOUNDATION 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.** FOUNDATION hereby assures CITY that FOUNDATION is legally entitled to funds from CITY.
13. **OPERATING INFORMATION.** FOUNDATION will provide any relevant information requested by CITY concerning FOUNDATION'S Summer Concert Series 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 FOUNDATION agree that the project term for this Agreement is from July 1, 2008 to June 30, 2009. Accordingly, funds allocated by CITY to FOUNDATION can be used to reimburse FOUNDATION for eligible project expenses beginning on July 1, 2008. In no event will CITY participate in project expenses incurred after June 30, 2009.
15. **INDEPENDENT CONTRACTOR.** FOUNDATION'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. FOUNDATION is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither FOUNDATION 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 FOUNDATION, or its employees or agents.
16. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** FOUNDATION 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 FOUNDATION'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 FOUNDATION and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to FOUNDATION 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 CHAMBER FOUNDATION**

\_\_\_\_\_  
MILES BURDINE  
Secretary

\_\_\_\_\_  
JUD TEAGUE  
Executive Director, Kingsport Convention & Visitors Bureau

**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**  
**“REDEVELOPMENT PROGRAM”**

THIS AGREEMENT made and entered into as of this 1st day of July, 2008, by and between the City of Kingsport, hereinafter called "CITY", and the Kingsport Housing and Redevelopment Authority, hereinafter called "KHRA".

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

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 \$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, 2008 to June 30, 2009. Accordingly, funds allocated by CITY to KHRA can be used to reimburse KHRA for eligible project expenses beginning on July 1, 2008. In no event shall CITY participate in project expenses incurred after June 30, 2009.
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, 2008, 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, 2008 to June 30, 2009. Accordingly, funds allocated by CITY to KHRA can be used to reimburse KHRA for eligible project expenses beginning on July 1, 2008. In no event shall CITY participate in project expenses incurred after June 30, 2009.
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 it 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, 2008, 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, 2008, 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, 2008 to June 30, 2009. Accordingly, funds allocated by CITY to THEATRE GUILD can be used to reimburse THEATRE GUILD for eligible project expenses beginning on July 1, 2008. In no event will CITY participate in project expenses incurred after June 30, 2009.
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 KINGSFORT, TENNESSEE**  
**AND**  
**KINGSFORT TOMORROW, INC.**  
**“COMMUNITY PROGRAM”**

THIS AGREEMENT made and entered into as of this 1st day of July, 2008, by and between the City of Kingsport, hereafter called “CITY” and Kingsport Tomorrow, Inc, hereafter called “KINGSFORT TOMORROW”.

**WITNESSETH:**

WHEREAS, KINGSFORT 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, KINGSFORT 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 KINGSFORT 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 KINGSFORT 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, 2008, to June 30, 2009. Accordingly, funds allocated by CITY to KINGSPORT TOMORROW can be used to reimburse KINGSPORT TOMORROW for eligible project expenses beginning on July 1, 2008. In no event will CITY participate in project expenses incurred after June 30, 2009.
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 it 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"**

\_\_\_\_\_  
SUSAN LaGUARDIA  
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, 2008, 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, 2008 through June 30, 2009, 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, 2008. In no event will CITY participate in project expenses incurred after June 30, 2009 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 Twenty-Four Thousand Two Hundred Dollars (\$224,200) 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, 2008, 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, 2008, 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, 2008, 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, 2008 to June 30, 2009. Accordingly, funds allocated by CITY to SYMPHONY can be used to reimburse SYMPHONY for eligible project expenses beginning on July 1, 2008. In no event will CITY participate in project expenses incurred after June 30, 2009.
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

**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, 2008**, 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 2008 calendar year:

- ❖ Evening with the Arts
- ❖ 4<sup>th</sup> 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 FORTY THOUSAND DOLLARS (\$40,000.00).
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 \$40,000.00.

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, 2008 to June 30, 2009. Accordingly, funds allocated by CITY to ASSOCIATION can be used to reimburse ASSOCIATION for eligible project expenses beginning on July 1, 2008. In no event will CITY participate in project expenses incurred after June 30, 2009.
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



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 \$7.00 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 24, 2008 through September 1, 2008.

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, subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport in a form approved by the City Attorney, a Concession Lease Agreement with the Senior Center Athletic Club for the sale of food, refreshments, confectionery and beverages at Legion Pool period May 24, 2008 through September 1, 2008.

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

ADOPTED this the 3rd day of June, 2008.

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

ATTEST:

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

APPROVED AS TO FORM:

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

## LEGION POOL CONCESSION AGREEMENT

This Agreement made and entered into retroactive to the 24th day of May 2008, 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 \$7.00 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 24, 2008, through September 1, 2008. The ASSOCIATION will provide an invoice to the City for the hours worked during this time period.

ASSOCIATION agrees to and will 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 concessions as approved by 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. 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 will 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 employees. 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 (24) 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 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 Setting Fees and Charges Provided for in the City Code

To: Board of Mayor and Aldermen
From: John G. Campbell, City Manager
Action Form No.: AF-170-2008
Work Session: June 2, 2008
First Reading: June 3, 2008
Final Adoption: June 3, 2008
Staff Work By: Gilbert, Smith
Presentation By: Smith

BMA Strategic Plan 2005-2006
(CV=Core Value, KSF=Key Success Factor, KSO=Key Strategic Objective)
CV # 1: Value Citizens
KSF # 4: Stewardship of Public Funds
KSO 6: # Reliable Dependable Infrastructure

Recommendation: Approve the resolution.

Executive Summary:

This proposed resolution incorporates all of the fee revisions and additions made to the City's fee resolution during the 2008 fiscal year and updates water/sewer usage fees. Changes were made to Chapter 70 - Parks and Recreation; Chapter 90 - Solid Waste; Chapter 106 - Utilities, as reflected in the attached supplemental information on each, as well as incorporating additions and revisions approved earlier during FY08 to fees for KATS fares, charter bus, mini-bus advertising and sewer tap-on. Staff recommends the BMA formally approve this resolution to set FY09 fees and charges accordingly.

Attachments:

- 1. Fee Resolution
2. Supplemental Information

Funding source appropriate and funds are available: N/A

Table with 3 columns: Name, Y, N, O. Rows include Joh, Mallicote, Marsh, Munsey, Shull, Shupe, Phillips.

**RESOLUTION NO. 2008-218**

**A RESOLUTION SETTING THE RATES, FEES AND  
CHARGES AS PROVIDED BY THE CITY OF KINGSPORT  
CODE OF ORDINANCES**

WHEREAS, a Code of Ordinances of the City of Kingsport, Tennessee, went into effect February 18, 1998; and

WHEREAS, various fees and charges provided for in said Code must be set by resolution of the Board of Mayor and Aldermen.

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Kingsport that the rates, fees, and charges as provided by the Kingsport City Code be approved as provided for in the following schedule.

KINGSPORT CODE OF ORDINANCES

SCHEDULE OF FEES AND CHARGES

ADOPTED BY RESOLUTION NO. 2008-218, JUNE 6, 2008

Effective July 1, 2008, unless otherwise stated herein

Chapter 2 - Administration

- A. Returned check handling charge ..... \$ 30.00
- B. Kingsport City Flag ..... Cost + \$5.00
- C. City Court costs (per case) ..... \$50.00
- D. Public Records
  - 1. Code of Ordinances
    - (a) 1998 Code of Ordinances (hard copy) ..... \$190.00
    - (b) 1998 Code of Ordinances (hard copy with binder)..... \$225.00
    - (c) 1998 Code of Ordinances (compact disc) ..... \$160.00
    - (d) Binder for Code of Ordinances (purchased separately) ..... \$35.00
    - (e) Each Supplement to the 1998 Code of Ordinances (hard copy)..... \$60.00
    - (f) Each Supplement to the 1998 Code of Ordinances (compact disc).. \$60.00
  - 2. Copy/Duplication
    - (a) Per page (after first five pages) ..... \$.25
    - (b) Audio cassette tape..... \$5.00
    - (c) Video tape..... \$5.00
    - (d) Compact disc ..... \$5.00
    - (e) Digital Video Disc..... \$5.00

**NOTE: Code of Ordinances upgraded with a supplement or supplements on compact disc shall be available at the single supplement rate per copy only to those customers who previously purchased the 1998 Code of ordinances and any prior supplements on compact disc. Thus, customers desiring to purchase the Code of Ordinances complete with all codified supplements on compact disc will be charged the base fee for the 1998 Code of ordinances on compact disc as stated above, plus the per supplement fee for the supplement upgrades on compact disc as stated above.**

Chapter 6 - Alcoholic Beverages and Beer (all application filing fees are nonrefundable)

- A. On-Premises and/or Off-Premises beer permit application filing fee..... \$250.00
- B. Special occasion/Multiple event beer application fee (calendar year fee)..... \$50.00
- C. Temporary beer application fee ..... \$50.00

Chapter 14 - Animals

A. Picking Up Animal Carcasses from Veterinarians

- 1. Up to 50 pounds ..... \$4.00
- 2. 51 - 99 pounds ..... \$6.00
- 3. Over 100 pounds ..... \$25.00

Livestock carcasses will be picked up only upon approval of the Chief of Police. The fee shall be determined on the basis of the cost for equipment and personnel.

Chapter 22 - Building and Building Regulations

A. Electrical

1. Permit fees

- (a) Minimum electrical inspection fee ..... \$20.00
- (b) Outlets, each ..... \$0.50
- (c) Incandescent fixtures, each ..... \$0.50
- (d) Fluorescent fixtures, each..... \$0.50
- (e) Switches, each ..... \$0.50
- (f) Motors
  - (1) Fractional ..... \$1.00
  - (2) Each additional motor or horsepower or fraction thereof ..... \$1.00
- (g) Services
  - (1) Up to and including 100 amperes..... \$20.00
  - (2) Each additional 100 amperes..... \$10.00
- (h) Temporary Service ..... \$20.00
- (i) Water Heater ..... \$5.00
- (j) Range..... \$5.00
- (k) Dryer ..... \$5.00
- (l) Transformer, each KVA ..... \$0.50
- (m) Heating System, per KW ..... \$1.00
- (n) Additional inspections made necessary by insufficient or unacceptable work..... \$20.00

2. Electricians

- (a) Examination fee..... \$20.00
- (b) Electric contractor annual licensing fee..... \$50.00

3. Antenna Permit & Satellite Dish Permit ..... \$20.00

B. Gas

1. Gas permit fees

- (a) Minimum gas inspection fee ..... \$20.00
  
- (b) Conversion burners, heating boilers
  - (1) Up to and including 1,200 square feet of steam or 1,800 square feet of water ..... \$20.00
  - (2) 1,201 to 5,000 square feet of steam or over 1,800 square feet of water ..... \$25.00
  - (3) 5,001 to 25,000 square feet of steam ..... \$35.00
  - (4) Over 25,000 square feet of steam ..... \$45.00
  
- (c) Conversion burners, power boilers
  - (1) Up to and including 5 horsepower ..... \$20.00
  - (2) 6 - 50 horsepower ..... \$25.00
  - (3) 51 - 150 horsepower ..... \$35.00
  - (4) Over 150 horsepower ..... \$45.00
  
- (d) Furnaces
  - (1) Up to and including 100,000 BTU ..... \$15.00
  - (2) Over 100,000 BTU ..... \$25.00
  - (3) Floor furnace (one) ..... \$15.00
  - (4) Each additional floor furnace (in same building) ..... \$10.00
  
- (e) Conversion burners, furnaces
  - (1) Up to and including 100,000 BTU ..... \$20.00
  - (2) 100,001 to 200,000 BTU ..... \$25.00
  - (3) Over 200,000 BTU ..... \$45.00
  
- (f) Space heaters
  - (1) Up to and including 30,000 BTU ..... \$20.00
  - (2) 30,001 to 50,000 BTU ..... \$25.00
  - (3) Over 50,000 BTU ..... \$30.00
  - (4) Each additional space heater (in same building) ..... \$10.00
  
- (g) Unit heaters
  - (1) 50,000 - 200,000 BTU, each ..... \$20.00
  - (2) Over 200,000 ..... \$25.00
  
- (h) Accessory gas equipment
  - (1) Grills, dryers, ranges, fryers, logs, etc. .... \$15.00
  - (2) Pool heater up to 100,000 BTU ..... \$15.00
  - (3) Pool heater and other equipment over 100,000 BTU .... \$25.00
  - (4) Water heater up to and including 100,000 BTU ..... 15.00
  - (5) Water heater over 100,000 BTU ..... 25.00

- (i) **Unclassified commercial and industrial (ovens, incinerators, melting pots, etc.):**
  - (1) 20,000 - 200,000 BTU ..... \$20.00
  - (2) 200,001 - 300,000 BTU ..... \$25.00
  - (3) 300,001 - 1,000,000 BTU ..... \$30.00
  - (4) 1,000,001 - 5,000,000 BTU ..... \$35.00
  - (5) Over 5,000,000 BTU ..... \$40.00
- (j) **Pipe testing for gas installation**
  - Minimum fee for testing gas pipe installation ..... \$20.00

2. **Gas Fitters**

- (a) Examination fee ..... \$20.00
- (b) Annual licensing fee ..... \$50.00
- (c) Additional inspections necessary due to insufficient or unacceptable work ..... \$20.00

C. **Plumbing**

1. **Permit and inspection fees**

- (a) Minimum fee for plumbing installations ..... 20.00
- (b) Each fixture or opening into sewer line ..... \$5.00
- (c) Water heater opening fee ..... \$5.00
- (d) Additional inspections necessary due to insufficient or unacceptable work ..... \$20.00
- (e) Connection to the City sewer system..... \$20.00  
(new and replacement)

2. **Plumbers**

- (a) Examination fee ..... \$20.00
- (b) Annual license fee ..... \$50.00
- (c) Working without a Permit (all types) ..... Double the permit fee

D. **Mechanical**

1. **Permit fees**

- (a) Minimum mechanical permit issuance fee ..... \$20.00

- (b) Fee for heating/ventilating duct, air conditioning and refrigeration systems ..... \$20.00 + \$5.00 per \$1,000.00 of job cost
- (c) Fee for sprinkler and fire suppression suppression systems ..... \$20.00 + \$5.00 per \$1,000.00 of job cost
- (d) Boilers based on BTU input
  - (1) 33,000 (1 BHP) - 165,000 BTU (5 BHP) ..... \$20.00
  - (2) 165,001 (5 BHP) - 330,000 BTU (10 BHP)..... \$25.00
  - (3) 330,001 (10 BHP) - 1,165,000 BTU (52 BHP) ..... \$30.00
  - (4) 1,165,001 (52 BHP) - 3,300,000 BTU (98 BHP) ..... \$35.00
  - (5) Over 3,300,000 BTU ..... \$45.00

E. Building Permit Fees

1. Total Valuation

- (a) \$1.00 - \$2,000, minimum fee ..... \$20.00
- (b) \$2,001 - \$50,000: \$20.00 for the first \$2,000 plus \$4.50 for each additional thousand or fraction thereof, up to and including \$50,000
- (d) \$50,001 - \$100,000: \$236.00 for the first \$50,000 plus \$3.50 for each additional thousand or fraction thereof, up to and including \$100,000
- (e) \$100,001 - \$500,000 - \$411.00 for the first \$100,000 plus \$2.50 for each additional thousand or fraction thereof, up to and including \$500,000
- (f) \$500,001.00 and up - \$1,611 for the first \$500,000 plus \$2.50 for each additional thousand or fraction thereof
- (g) **Building without a Permit.....Double the Permit Fee**

2. Moving of any building or structure..... \$75.00

3. Demolition

- (a) Residential building or structure..... \$50.00
- (b) Commercial structure..... \$100.00

4. Temporary structures, tents, banners, etc. (minimum fee)..... \$20.00

- (a) Tents, 30-day maximum
- (b) Banners, 15-day maximum twice a year

5. Sign permits, per square foot (minimum \$20 fee if less than 20 sq. ft.)..... 1.00

G. Plans Review

1. Review Fee, Residential No fee
  
2. Review Fee, Commercial, based on construction value:
  - (a) Up to \$100,000 ..... No fee
  - (b) \$100,001 - \$200,000..... \$50.00
  - (c) \$200,001 - \$300,000..... \$100.00
  - (d) \$300,001 - \$400,000..... \$150.00
  - (e) \$400,001 - \$500,000..... \$200.00
  - (f) Over \$500,000..... \$250.00

Chapter 26 - Businesses

A. Massage parlor permit application fee (nonrefundable) ..... \$250.00

B. Fortunetellers, Clairvoyants and Similar Pursuits

Permit application fee ..... \$250.00

The permit shall remain valid for one year after issuance.

Chapter 38 - Emergency Services

Automatic Police or Fire Alarm Systems

- A. Residential device permit ..... \$15.00
- B. Commercial device permit ..... \$25.00
- C. False alarm response charge, for each response ..... \$15.00
- D. Alarm monitoring fee, per month per alarm ..... \$12.50

Chapter 58 – Library

A. Library User Fees

- 1. Non-resident fee, per year .....No charge
- 2. Overdue fine
  - a. Charge per day, each book or other non-video/film circulating item (maximum \$2.00 each Adult item or Juvenile item) ..... \$0.10
  - b. Charge per day each video/DVD (max. \$5.00 each video/DVD) ..... \$1.00
  - c. Charge per hour each non-circulating item ..... \$0.25
  - d. Charge per day each MP3 Player (max. \$10.00 each player) ..... \$2.00
  - e. Charge per day each Storytelling Kit (max. \$20.00 each kit) ..... \$2.00
- 3. Lost material fees
  - a. Collection materials, plus replacement cost ..... \$5.00
  - b. Library Card replacement ..... \$1.00
- 4. Duplication fee
  - a. Photocopying or printing per page ..... \$0.15
  - b. Microfilm or microfiche copying per page ..... \$0.15
- 5. Auditorium use, per hour (3-hour minimum) ..... \$10.00
- 6. Board Room, per hour (3-hour minimum) ..... \$5.00
- 7. Kitchen, per use ..... \$15.00
- 8. Television/DVD Player, per use ..... \$15.00
- 9. Slide Projector, per use ..... \$15.00
- 10. Overhead Projector, per use ..... \$15.00

B. Archives User's Fees

- 1. Publication (print, electronic, video or film) use fee, images
  - a. For profit corporations, partnerships, businesses or individuals
    - (1) Editorial (i.e. within a published work) ..... \$20.00
    - (2) News organizations ..... \$20.00
    - (3) Non-editorial (i.e. posters, brochures, etc.) ..... \$100.00
  - b. Non-profit corporations, organizations, gov. agencies or individuals
    - (1) Editorial, educational, personal ..... \$10.00
    - (2) Non-editorial ..... \$10.00
- 2. Publication use fee, audio/video, for profit only

- a. For profit corporations
  - (1) Audio recording, per minute..... \$50.00
  - (2) Video recording, per minute..... \$50.00
- b. For non-profit corporations
  - (1) Audio recording, per minute..... \$25.00
  - (2) Video recording, per minute..... \$25.00
- 3. Exhibition use fee
  - a. For profit..... \$20.00
  - b. Non-profit ..... \$10.00
- 4. Videotaping or filming onsite fee
  - a. For profit
    - (1) Set up.....No charge
    - (2) Pull fee per item.....No charge
  - b. Non-profit, set up fee only .....No charge
- 5. Duplication fee, photocopying
  - a. 8" x 10 " or 11" x 14" paper per page..... \$0.15
  - b. 11" x 17" paper per page..... \$0.15
- 6. Duplication fee, scanning
  - Per image (\$10.00 minimum includes first image cost) ..... \$1.00
- 7. Duplication fee, audio recordings
  - a. Tapes each ..... \$3.00
  - b. CD, each ..... \$5.00
  - c. Staff time per hour (½-hour minimum)..... \$8.00
- 8. Duplication fee, video recordings
  - a. Tapes each ..... \$5.00
  - b. Staff time per hour (min. ½ hour)..... \$8.00
- 9. Duplication fee, slides
  - a. For profit per group of 10 slides, plus offsite duplication cost..... \$25.00
  - b. Non-profit per group of 10 slides, plus offsite duplication cost. .... \$5.00
- 10. Faxing fee per group of 10 pages, plus duplication cost..... \$2.00
- 11. Postage and handling fee
  - a. Total order cost of \$10.00 or less ..... \$2.00
  - b. Total order cost between \$10.00 and \$20.00..... \$3.00
  - c. Total order cost of \$20.00 or more ..... \$4.00
  - d. Certified mail (large orders)..... \$7.00

Chapter 62 - Manufactured Homes and Trailers

- A. Permit Application Fee (each space or proposed space) ..... \$1.00

The permit shall expire at the end of each calendar year.

- B. Permit Transfer (each space) ..... \$1.00

Chapter 66 – Offenses and Miscellaneous Provisions

State Law References:

(a) Tennessee Sexual Offender and Violent Sexual Offender Registration  
Verification and Tracking Act of 2004

(b) Tennessee Code Annotated Title 40 Chapter 39 Section 204

A. Sexual offender registration fee ..... \$60.00

B. Violent sexual offender registration fee ..... \$60.00

Chapter 70 - Parks and Recreation

**NOTE: Facility fees in the Parks and Recreation area will be discounted by fifty percent (50%) for activities sponsored by the following:**

- Kingsport Chamber of Commerce
- Kingsport Convention and Visitor's Bureau
- Leadership Kingsport
- Kingsport Economic Development Board
- Downtown Kingsport Association
- Kingsport Housing Authority

A. Leisure Services class fees are on a per-hour basis. Therefore, prices per class will vary based on length of class sessions.

1. Cultural Arts Class Fees

- (a) Aerobics ..... \$5.00
- (b) Skilled Classes ..... \$3.00 - 10.00

2. Instructors' salaries ..... Based on 60% maximum of class fees or hourly rate

3. City Employees are offered classes at 1/2 price.

B. Cultural Arts Fees for Special Events

- 1. Concerts/Theatre Performances ..... \$5.00 - 18.00  
(cost per adult, senior and student ticket will be determined on each event basis)
- 2. "Christmas Connection" - Annual arts and crafts  
(Admission fee to be determined on event basis)  
Festival fee per exhibitor's space ..... \$95.00

C. Civic Auditorium Rental Fees

Damage Deposit – 50% of rental fee may apply at the discretion of the Civic Auditorium Management

- 1. Parking Lot (8-hour minimum)
  - (1) With Building Access..... \$300.00
  - (2) Without Building Access.....\$130.00
- 2. Main auditorium
  - (a) Inside City rentals, per day (8-hour maximum)  
(Includes tables & chairs) ..... \$300.00
    - (1) Set up day (8-hour maximum)..... \$150.00
  - (b) Outside City rentals, per day (includes tables, chairs, etc.) \$360.00
    - (1) Set up day (8-hour maximum)..... \$165.00

- (c) Exhibit rental (8-hour maximum)
  - (1) Set-up day (not open to public) ..... \$240.00
  - (2) Sales/open dates (per day) ..... \$540.00
- (d) Volleyball/Basketball/Tennis, per hour  
(2-hour minimum)..... \$30.00
- (e) Stage only rental, per hour  
(2-hour minimum)..... \$22.00
- (f) Empty Auditorium rental, per hour  
(2-hour minimum)..... \$30.00
- (g) Main Auditorium rentals limited to 8-hour blocks  
Any additional time per hour..... \$40.00

3. Meeting/party rooms\*

- (a) Rooms 1, 2, 3 and 4, per hour\*..... \$5.00
- (b) Rooms 1 and 2 together, per hour\* ..... \$6.00
- (c) Rooms 3 and 4 together, per hour each\* ..... \$6.00
- (d) Conference Room, per hour\* ..... \$15.00
- (e) Fun Fest, History, West and East Rooms,  
per hour each\* ..... \$10.00
- (f) Rooms 1 - 4 collectively, per hour\* ..... \$20.00
- (g) All meeting/party rooms, per day,  
with rental of the Main Auditorium\*..... \$300.00

\*All rooms are rented for a minimum of three (3) hours at a time. Renter will pay for cost incurred as a result of any damage to facility, furnishings, equipment or grounds rising out of use of the Kingsport Civic Auditorium.

\*\*An off-duty City of Kingsport Firefighter or Police Officer may be required at certain events. Charges related to security will be the responsibility of the renter.

4. Equipment rental

- (a) Tables
  - (1) First day (each)..... \$2.00
  - (2) Every consecutive day (each) ..... \$1.00
- (b) Chairs
  - (1) First day (each)..... \$1.00
  - (2) Every consecutive day (each) ..... \$0.50

- (c) Marquee, per line, per day (includes both panels)..... \$5.00
  - (d) Piano ..... (Must pay fee to have piano tuned)
  - (e) Risers, each, per day..... \$3.00
  - (f) Audio visual equipment (per piece, per use)..... \$18.00
5. Selling fee
- (a) Main Auditorium, per day..... \$42.00
  - (b) Meeting/party rooms, per day ..... \$24.00
6. Equipment rental outside building
- (a) Tables, per day each ..... \$7.00
  - (b) Risers, per day each..... \$11.00
7. Tennis Session Fee (1 ½ -hour blocks)..... \$18.00
- D. V. O. Dobbins Auditorium, Gym & Field Rental Fees
1. Auditorium Rental
- (a) City residents, individual & groups,  
per day (no admission charged)..... \$50.00
  - (b) City residents, individual & groups,  
per day (admission charged)..... \$75.00
  - (c) Non-City residents, individual & groups,  
per day (no admission charged)..... \$65.00
  - (d) Non-City residents, individual & groups,  
per day (admission charged)..... \$90.00
  - (e) City residents, individual & groups,  
per hour (2-hour minimum) ..... \$10.00
  - (f) Non-City residents, individual & groups,  
per hour (2-hour minimum) ..... \$15.00
2. Gym Rental
- (a) Per hour (2-hour minimum)..... \$20.00
3. Softball/Baseball Field Rental Per Day..... \$60.00  
Use of Lights, Per Day ..... \$15.00

- 4. Softball/Baseball Field Rental, Per Hour, Per Field  
 (2-hour minimum) ..... \$15.00  
 Use of Lights, Per Day ..... \$5.00
  
- 5. Adult Flag Football
  - (a) Entry fee, per team ..... \$250.00
  - (b) Non-City resident fee, per team ..... \$10.00
  
- E. Park Rentals
  - 1. Borden Park
    - (a) Shelters 1, 2 and 5\* (3-hour minimum)
      - (1) Shelter Fee – Non-City residents, individual & groups,  
 Per hour, per shelter each ..... \$15.00
      - (2) Shelter Fee – City resident, individuals and groups,  
 Per hour, per shelter each, ..... \$6.00
      - (3) Shelter Fee – City school, per shelter each ..... No Charge
    - (b) Shelters 3, 4, 6 and 7\* (3-hour minimum)
      - (1) Shelter Fee – Non-City resident, individual & groups,  
 Per hour, per shelter each ..... \$12.00
      - (2) Shelter Fee – City resident, individuals and groups,  
 Per hour, per shelter each, ..... \$5.00
      - (3) Shelter Fee – City school, per shelter each ..... No Charge
    - (c) Borden Park Disc Golf Course (3-hour minimum)
      - (1) Entry Fee, per person ..... \$2.00
      - (2) For Tournaments, per person, plus selling fee ..... \$2.00
      - (3) Selling Fee ..... \$20.00
    - (d) Community Center (3-hour minimum)
      - (1) Non-City resident, individuals and groups,  
 Per hour..... \$15.00
      - (2) City resident, individuals and groups,  
 Per hour..... \$10.00
  - 2. Scott Adams Skatepark Shelter\* (3-hour minimum)
    - (1) Non-City resident, per hour, per shelter each..... \$12.00
    - (2) City resident, per hour, per shelter each ..... \$5.00
  - 3. Riverview Splashpad Shelter\* (3-hour minimum)
    - (1) Non-City resident, per hour, per shelter each..... \$12.00
    - (2) City resident, per hour, per shelter each ..... \$5.00
  - 4. Riverfront Park Shelter\* (3-hour minimum)
    - (1) Non-City resident, per hour, per shelter each..... \$12.00
    - (2) City resident, per hour, per shelter each ..... \$5.00
    - (3) Selling fee, per renter, per day (paid in advance)..... \$15.00

5. Glen Bruce Park Gazebo\* (3-hour minimum)
  - (1) Non-City resident, per hour, per shelter each..... \$12.00
  - (2) City resident, per hour, per shelter each ..... \$5.00
  - (3) Selling fee, per renter, per day (paid in advance)..... \$15.00
  
6. Memorial Gardens Park\* (3-hour minimum)
  - (1) Per hour, without restrooms..... \$5.00
  - (2) Per hour, with restrooms..... \$10.00
  - (3) Selling fee, per renter, per day (paid in advance)..... \$15.00

\*An off-duty City of Kingsport Firefighter or Police Officer may be required at certain events. Charges related to security will be the responsibility of the renter.

F. Summer Playground Program

1. City residents, fee per child ..... \$10.00
  
2. \*Non-City resident, fee per child, up to three (3) children in the same household ..... \$30.00
  
3. \*Non-City resident, fee per child, family of four (4) children in the same household, ..... \$20.00

\*At mid-point of the Summer Playground Program, there will be a 50% discount.

G. Home School Physical Education Class

1. Fee, per session, per student..... \$15.00
  
2. Fee, per session, per family (where two (2) or more students reside in the same household) ..... \$30.00

H. Community Center Class Fees

1. Skilled classes, per hour, per student..... \$10.00
  
2. Day Camps, per session, per student..... \$40.00
  
3. Specialty Camps, per session, per student..... \$20.00

I. Athletics

1. Adult fall and winter basketball programs and spring and summer Softball programs
  - (a) Entry fee, per team ..... \$300.00 to \$350.00
  - (b) Non-City resident fee, softball, per person ..... \$10.00
  - (c) Non-City resident fee, basketball, per person ..... \$12.00

2. Adult fall softball program and youth fall Baseball programs
  - (a) Entry fee, per team ..... \$225.00 – 275.00
  - (b) Non-City resident fee, per person ..... \$5.00
3. Adult Softball and Basketball double elimination tournaments fee, per team ..... \$75.00
4. Basketball, 3 on 3 leagues
  - (a) Entry Fee, per team ..... \$75.00
  - (b) Non-City resident fee, per person ..... \$2.00
5. Volleyball
  - (a) Leagues - Indoor, per team..... \$100.00  
Non-City resident fee, per person ..... \$2.00
  - (b) Leagues - Outdoor, per team..... \$30.00  
Non-City resident fee, per person ..... \$2.00
  - (c) Triples tournaments, per team ..... \$30.00
  - (d) Doubles tournaments, per team..... \$20.00
6. Adult Soccer
  - (a) Entry fee, per person ..... \$30.00
  - (b) Non-City resident fee, per person ..... \$5.00
7. Tennis Instruction
  - (a) Adults (19 and over), per 5-week session ..... \$20.00  
Non-City resident fee, per session ..... \$2.00 extra
  - (b) Children/teens (under 19), per 5-week session..... \$15.00  
Non-City resident fee, per session ..... \$2.00 extra
  - (c) Youth League, per session ..... \$10.00  
Non-City resident fee, per session ..... \$2.00 extra
  - (d) USTA Sanctioned – 5 week sessions
    - (1) Non - USTA members ..... \$38.00
    - (2) USTA members..... \$25.00
8. Tennis Tournament
  - (a) Entry fee, singles ..... \$10.00
  - (b) Entry fee, doubles..... \$16.00

- 9. Tennis Courts
  - (a) Individually per 1½ hour..... \$10.00
  - (b) 4 courts per 4-hour block Mon-Fri..... \$50.00
  - (c) 4 courts per 8-12 hour block Sat-Sun ..... \$75.00
  
- 10. Entry fee, per team for youth organizations playing in City Recreation programs (Babe Ruth Baseball participants must pay additional insurance fee)..... \$225.00
  
- 11. Legion Pool daily fees
  - (a) 12 and under ..... \$1.00
  - (b) 13 and over ..... \$2.00
  - (c) Lap swimming, per person..... \$1.00
  - (d) Kiddie pool rental for 1 hour before pool opens in groups no more than 18, with attendants (per child)..... \$1.00
  - (e) Pool rental for 3 hours
    - (1) 1-75 participants ..... \$100.00
    - (2) 76-125 participants..... \$125.00
    - (3) 126 and over..... \$175.00
  - (f) Each additional hour or part thereof..... \$30.00
  
- 12. Swim passes
  - (a) Individual ..... \$35.00
  - (b) Family of four (4) ..... \$50.00
  - (c) Each additional family member..... \$5.00
  
- 13. Pre-season swim passes (during April)
  - (a) Individual ..... \$27.00
  - (b) Family of four (4) ..... \$40.00
  - (c) Each additional family member..... \$4.00
  
- 14. Swim classes
  - (a) City resident, per student..... \$15.00
  - (b) Non-City resident, per student ..... \$20.00
  
- 15. Athletic Field Rental and Equipment
 

Damage Deposit – 50% of rental fee or a minimum of \$100 may apply at the discretion of the Athletic Department

- (a) Softball/Baseball field rental, per day per field  
(excludes concession rights)(12-hour maximum)..... \$75.00  
(1) Each additional hour after 12..... \$15.00  
(2) Use of lights, per day per field ..... \$15.00
- (b) Soccer field rental, per day per field  
(excludes concession rights)(12-hour maximum)..... \$50.00  
(1) Each additional hour after 12) ..... \$15.00  
(2) Use of lights, per day per field ..... \$15.00  
(3) Fee, per team (tournaments, scrimmages, practices)..... \$15.00
- (c) Softball/Baseball/Soccer Field Rental (2-hour minimum)  
(1) Per hour, per field (excludes concession rights) ..... \$20.00  
(2) Use of lights, per day per field ..... \$ 5.00
- (d) Use of Parking Lot at Athletic Facilities for Special Events  
(Use of restroom facilities included)..... \$100.00
- (e) Hunter W. Wright Stadium field rental, per hour..... \$50.00  
(excludes concession rights)  
Use of lights, per hour..... \$50.00
- (f) Key Deposit for Weyerhaeuser Park and Sullivan  
Gardens soccer fields.....\$50.00
- (g) Meeting room rental for Weyerhaeuser Park and  
Sullivan Gardens, per hour (2-hour minimum) .....\$15.00
- (h) Rental of portable mounds per field, per tournament ..... \$75.00
- (i) Rental of portable fencing per field, per tournament ..... \$75.00
- (j) Rental of portable fencing per 4' x 8' section ..... \$15.00
- (k) Rental of portable fencing, per special event, per fence section .... \$13.00
- (l) Vendor selling fee, per tournament..... \$100.00

16. Youth Registration Fee

- (a) Youth registration fee per sport..... \$10.00
- (b) Late registration fee (after deadline)..... \$ 5.00

\*\*An off-duty City of Kingsport Firefighter or Police Officer may be required at certain events. Charges related to security will be the responsibility of the renter.

J. Allandale

Damage Deposit – 50% of rental fee may apply at the discretion of the Curator.

1. Mansion and Garden Basic Rental Fees (Corporate Meetings, Dinner Party, Anniversary Party, Book Club Meeting, Seminar, Birthday Party, Cocktail Party, etc.)
  - (a) 0-50 people, Monday-Friday, 8 AM – 5 PM..... \$100.00
  - (b) 0-100 people, Monday-Thursday, 5 PM – 12 Midnight..... \$250.00
  - (c) 0-100 people, Friday, 5 PM – 12 Midnight and Saturday/Sunday, 8 AM – 12 Midnight..... \$410.00

Add \$1.00 for each person over event maximum.  
Does not include use of the Mansion Gazebo (see Section J.6 For use of Mansion Gazebo and applicable fees).  
 Kingsport residents receive \$25.00 discount.  
 A 10% discount may apply during Allandale's off season.

2. Mansion and Garden Wedding and Wedding Reception Rental Fees
  - (a) 0-50 people, Monday – Friday, 8 AM – 5 PM..... \$175.00
  - (b) 0-100 people, Monday – Thursday, 5 PM – 12 Midnight..... \$300.00
  - (c) 0-100 people, Friday, 5 PM – 12 Midnight and Saturday/Sunday, 8 AM – 12 Midnight..... \$520.00

Add \$1.00 for each person over event maximum.  
Does not include use of the Mansion Gazebo (see Section J.6 For use of Mansion Gazebo and applicable fees).  
 Kingsport residents receive \$25.00 discount.  
 A 10% discount may apply during Allandale's off season.

3. Rehearsal Fees
  - (a) Monday – Friday, 4 AM – 4 PM..... No Charge
  - (b) Monday – Thursday, 4 PM – 12 Midnight, per hour..... \$50.00
  - (c) Friday, 4 PM – 12 Midnight, Saturday/Sunday, per hour..... \$100.00

4. Meeting Fees
  - (a) 0 – 50 People, Monday – Thursday, 8 AM – 3 PM..... \$50.00
  - (b) 51 – 100 People, Monday – Thursday, 8 AM – 3 PM, (includes use of kitchen)..... \$75.00
  - (c) Use of Kitchen Facilities..... Additional \$25.00 per Event

5. Barn Rental Fees (April – October Only)
  - (a) 0-100 people, Monday – Sunday, 8 AM – 12 Midnight..... \$275.00
 Add \$1.00 for each person over event maximum.  
 \*Kingsport residents receive \$25.00 discount.

6. Gazebo Rental Fees
  - (a) Barn Gazebo – includes use of Barn restrooms; does not include use of Barn. Monday – Sunday, 11 AM – 12 Midnight..... \$150.00
 \*Kingsport residents receive \$25.00 discount.

(b) Mansion Gazebo – appropriate Mansion rental required.  
 Monday – Sunday, 11 AM – 12 Midnight..... \$150.00  
 \*Kingsport residents receive \$25.00 discount.

7. Picnic Pavilion Rental Fees (April – October Only)

(a) 0-100 people, Monday – Sunday, 8 AM – 12 Midnight ..... \$175.00  
 Add \$1.00 for each person over event maximum.  
 Kingsport residents receive \$25.00 discount.

8. Tour Fees

(a) Group Tours, Monday – Friday, 8AM – 4 PM ..... \$25.00+2.00 person  
 (b) Tour Event, 0-50, Monday – Friday, 8 AM – 4PM..... \$100.00  
 (c) Tour Event, 0-50, Monday – Thursday, 4 PM- Midnight ..... \$125.00  
 (d) Tour Event, 51-100, Monday – Thursday, 4 PM- Midnight ..... \$150.00  
 (e) Tour Event, 0-100, Friday, 5 PM – 12 Midnight and  
 Saturday/Sunday, 11 AM – 12 Midnight ..... \$250.00  
 (f) Individual Tours..... \$3.00/Person  
 Add \$1.00 for each person over event maximum.

9. Facility Charges for events lasting more than  
 designated time block..... \$50.00 per hour

10. Auxiliary Personnel

**\*\*An off-duty City of Kingsport Firefighter or Police Officer may be required at certain events. Charges related to security will be the responsibility of the renter.**

Auxiliary personnel are used at the discretion of the Allandale Curator.

The renter will be responsible for paying auxiliary personnel.

11. Photography Fees

(a) Renters, Monday – Friday, 8 AM – 4 PM  
 (2-hour maximum) ..... No Charge  
 (b) Renters, Monday – Thursday, 4 PM – 9 PM  
 (2-hour minimum) per hour ..... \$25.00  
 (c) Non-Renters, Monday – Friday, 8 AM – 4 PM  
 (2-hour minimum) per hour ..... \$50.00  
 (d) Non-Renters, Monday – Friday, 8 AM – 4 PM  
 Outdoor only, (2-hour minimum) per hour ..... \$25.00

**Note: (a), (b), (c) – house, gardens, and grounds; and,  
 (d) – gardens and grounds (outdoor only)**

12. Equipment Fees

- (a) Folding Chairs, each ..... \$1.00
- (b) Chivari Chairs, each..... \$2.00
- (c) Tables, each ..... \$5.00
- (d) Tablecloth, each ..... \$5.00  
(4' and 5' round, 6' and 8' rectangular)
- (e) Tablecloth (for Dining Room table), each ..... \$30.00
- (f) TV/VCR, per event..... \$35.00
- (g) Piano, per event..... \$50.00
- (h) Piano and Disklavier, per event (plus \$25.00 per hour)..... \$50.00
- (i) Telephone Hookup for Local or "800" computer hookup, per event..... \$35.00
- (j) Speaker Phone, per event ..... \$75.00
- (k) Flip Chart, per event ..... \$20.00
- (l) White Board, per event ..... \$10.00
- (m) Overhead, per event ..... \$35.00
- (n) LCD Projector and Screen, per event.....\$100.00

13. Promotional Fees

- (a) Eighteen (18) free bookings, per year, to be used at the discretion of the Curator

14. Friends of Allandale

- (a) Patron – 10% discount on one (1) party per year
- (b) Business – 10% discount on one (1) party per year
- (c) Benefactor – 15% discount on one (1) party per year
- (d) Brooks Fellow – 25% discount on one (1) party per year

K. Kingsport Renaissance Center

- 1. Room Rentals. Room rentals shall be subject to the following conditions:
  - (1) Fees are per hour.
  - (2) 3-hour minimum rental.
  - (3) Time required by renter to setup, decorate, load in materials, etc., will be rental time.

<u>ROOM</u>	<u>DESCRIPTION</u>	<u>DIMENSIONS</u>	<u>COST/HR</u>
228	Conference room	23 x 30	\$13.00
230	Meeting Room	23 x 30	\$13.00
231	Gallery	23 x 30	\$13.00
232	Gallery	23 x 30	\$13.00
239	Exhibit/Meeting	23 x 46	\$20.00
302	Dance Studio	23 x 45	\$20.00
310	Rehearsal Hall	36 x 54	\$22.00

2. Specialty Areas

- (a) Gymnasium, per hour (dimensions 27 x 76) ..... \$20.00  
(Gymnasium rentals shall be subject to 2-hour minimum rental)

- (b) Theater, per hour (3-hour minimum)..... \$25.00

Theater rentals shall be subject to the following conditions:

- (1) Rental of the theater includes use of the house lights only.
- (2) A technician for any use of the technical aspects of the theater must be approved. Charges related to technical labor will be the responsibility of the renter.

- (c) First Floor Courtyard (3-hour minimum)..... \$20.00  
(Certain activities may be restricted in the courtyard)

- (d) Second and Third Floor Atriums (3-hour minimum) ..... \$20.00  
(1) Rental must be in conjunction with another room rental  
(2) Certain activities may be restricted.

- (3) Dining Room, per hour (3-hour minimum)..... \$20.00

Dining Room rental shall be subject to the following conditions:  
(Dining Room may have limited availability)

3. Equipment Rentals

- (a) Training aids (flip charts, etc.) per piece, per use..... \$5.00
- (b) Audio/visual equipment, per piece, per use ..... \$15.00
- (c) Piano rental, per use..... \$25.00

- 4. Marquee, per day ..... \$10.00

Renter will pay for costs incurred as a result of any damage to facility, furnishings, equipment or grounds rising out of use of the Kingsport Renaissance Center.

\*\*An off-duty City of Kingsport Firefighter or Police Officer may be required at certain events. Charges related to security will be the responsibility of the renter.

L. Dog Park

1. Registration

- (a) City resident, first dog (annual fee) ..... \$20.00
- (b) City resident, per additional dog (annual fee)..... \$10.00
- (c) Non-resident, first dog (annual fee)..... \$25.00
- (d) Non-resident, per additional dog (annual fee) ..... \$15.00

2. Key Cards and Tags

- (a) Key card replacement, per card ..... \$10.00
- (b) Dog Park tag replacement, per tag ..... \$5.00

M. Bays Mountain Park

1. Entrance/Parking

- (a) Per car..... \$3.00
- (b) Per bus..... \$12.00

2. Natural history and planetarium programs

- (a) Individual rates
  - (1) Planetarium..... \$1.50  
(15 or more, group rate) per person ..... \$1.00
  - (2) Nature show..... \$1.50  
(15 or more, group rate) per person ..... \$1.00
  - (3) Barge ride ..... \$1.50
  - (4) Association Members..... Free Passes

- (b) Special programs
  - (1) Planetarium at times other than those regularly scheduled ..... \$50.00
  - (2) Barge rides at times other than those regularly scheduled (maximum of 25 persons)..... \$50.00
  - (3) Out-of-county student during school hours, per student, per program ..... \$2.00
  - (4) Association life members get one free barge ride during June, July and August after 6:00 p.m. Must be pre-scheduled.

- (c) Facilities rental
  - (1) Building (per hour)
    - [a] Library (15 people maximum)..... \$5.00
    - [b] Classroom (80 people maximum)..... \$10.00
    - [c] Planetarium (100 people maximum)..... \$10.00
    - [d] Farmstead ..... \$20.00
    - [e] Nature Center..... \$20.00
    - [f] Habitat Hub ..... \$20.00
    - [g] Amphitheater (after hours)..... \$10.00

- (2) Park grounds
  - [a] Before hours (2-hour minimum)..... \$50.00
  - [b] After hours (2-hour minimum)..... \$50.00
  - [c] Special programs and/or building fee will be added to before and after hours charge

- (d) Tour buses
  - (1) Charge for tours booked through Kingsport Convention and Visitors Bureau per person (barge ride or nature program and parking)..... \$5.00

(2) All other groups: Regular entrance and program charges apply.

N. Senior Citizens Programs

1. Activity fee
  - (a) Resident ..... \$15.00
  - (b) Non-City resident..... \$60.00
2. Ceramic/Clay, yearly usage fee..... \$10.00
3. Craft fee ..... Cost of materials and instructor used in project
4. Special Class Fee
  - Skilled classes, per semester ..... \$160.00  
(i.e., Advanced Tai Chi, Power Yoga, Computer Classes, Specialty Workshops)
5. Instructors' Salaries..... 60% maximum class fees or hourly rate.
  
6. Other Senior Center class fees are determined by the Senior Center Director with approval from the Senior Center Advisory Council.
7. Non-service day trips, per person/per trip
  - (a) Local..... \$2.00
  - (b) Non-local ..... \$5.00
8. Locker Fee..... \$2.00
9. Newsletter
  - (a) Annually..... \$6.00
  - (b) Per copy ..... \$.50
10. Copies, per page..... \$.25

Chapter 86 - Signs

Inspection Fees

- 1. Unlighted..... \$ 8.00
- 2. Lighted ..... \$10.00

Chapter 90 - Solid Waste

A. Removal or Garbage and Trash

- 1. Multifamily Residential Complex units collected from 96-gallon carts, per month ..... \$10.00
- 2. Outside City Single-Family Residential Collected from 96-gallon carts, per cart, per month..... \$15.00
- 3. Business and Professional Complex collected from 96-gallon carts, per month, per business
  - One Cart ..... \$20.00
  - Two Carts ..... \$35.00
  - Three Carts ..... \$45.00
- 4. Construction waste material, per ton ..... \$80.50
- 5. Contractor-cut landscaping material, per ton ..... \$80.50

**Note: This fee will be assessed to the property owner for any construction waste placed along the right-of-way.**

- 6. Purchase or Replacement of 96-gallon Cart ..... \$60.00
- 7. Purchase or Replacement of 32-gallon Cart ..... \$60.00
- 8. Purchase or Replacement of 48-gallon Cart ..... \$60.00

**Note: This service shall be available to single family occupied homes or residences.**

- 9. Appliance, per pickup ..... Free
- 10. Carpet, per pickup ..... \$25.00
- 11. Discarded furniture, per pickup ..... Free
- 12. Backyard garbage pickup, annual fee to be billed monthly (July 1 through June 30) .....\$264.00

The annual backyard garbage fee may be waived or reduced for elderly or handicapped individuals that meet specified criteria below.

Individuals desiring an exemption from or a reduction in the backyard garbage fee must make application to the Public Works Director on a form available at the office of the City Recorder.

Upon approval of the application the Public Works Director shall set the annual fee for the elderly or handicapped applicant on the basis of the annual income levels specified in the following schedule:

<u>Annual Income Levels</u>	<u>Annual Fee</u>
Less than \$10,000	Free
\$10,001 to \$12,000	\$ 51.00
\$12,001 to \$14,000	\$102.00
\$14,001 to \$16,000	\$153.00
Over \$16,000	\$264.00

**B. Demolition Landfill Fee and Charges**

A tipping fee shall be charged for all waste deposited in the City's Demolition landfill as follows:

1. A tipping fee shall be charged to all users of the Demolition Landfill. City residents will be allowed to tip a maximum of 1,000 lbs per trip at no cost twice per year (July 1 through June 30). This applies to City residents performing work at their primary residence.
  
2. A minimum tipping fee shall be charged for all vehicles entering the landfill with a net weight of 1,000 lbs. or less ..... \$15.00
  
3. A tipping fee shall be charged for all vehicles entering the landfill with a net weight over 1,000 lbs. calculated on a per ton basis at a rate of (per ton) ..... \$30.50
  
4. Tires
  - (a) 10 or less, each ..... \$1.00
  - (b) More than 10, per ton ..... \$100.00

**C. Contract collectors and haulers of solid waste annual application and permit fee .....\$750.00**

The annual fee must be submitted with the application. The fee is nonrefundable. Provided the application is approved by the Director of Public Works, the permit shall expire on the next 30<sup>th</sup> day of April following issuance of the permit. The duration of the permit shall not exceed one year.

The permit fee is not pro-rated. Regardless of when the application is submitted, the full fee must accompany the application; and the permit if granted, shall expire on the next 30<sup>th</sup> day of April following issuance.

## Chapter 102 - Traffic and Vehicles

### Parking Fees (effective January 1, 2003)

A parking fee structure is not in effect for parking lots owned by the City of Kingsport. These lots are commonly referred to as the Commerce Street Parking Lot, the Farmers Market Parking Lot, the Shelby Street Parking Lot, the Library Parking Lot and the Five Points Parking Lot. Parking in these lots is allowed on a first come, first served basis unless posted otherwise for a special-use event authorized in writing by the City Manager.

**Chapter 106 - Utilities**

- A. Unmetered Non-commercial Customers - Monthly rate ..... \$20.52
- B. Water Connection Service Fee and Deposits
  - 1. Inside City ..... \$30.00
  - 2. Outside City ..... \$40.00
  - 3. Deposit for all new and certain former residential customers ..... \$50.00
- C. Temporary connection of 2 inch meter to fire hydrant
  - 1. Inside City ..... \$200.00
  - 2. Outside City ..... \$250.00
- D. Water Usage Rates
  - 1. Minimum monthly charges

<u>Size of Meter</u>	<u>Gallons</u>	<u>Inside City</u>
5/8 inch	2,000	\$ 6.72
1 inch	4,000	12.14
1½ inch	8,000	22.98
2 inch	14,000	39.24
3 inch	44,000	102.56
4 inch	111,000	202.33
6 inch	271,000	431.13
8 inch	388,000	598.44
10 inch	676,000	1,010.28
12 inch	1,200,000	1,759.60

<u>Size of Meter</u>	<u>Gallons</u>	<u>Outside City</u>
5/8 inch	1,000	\$ 14.82
1 inch	4,000	34.11
1½ inch	8,000	59.83
2 inch	14,000	95.97
3 inch	44,000	260.49
4 inch	111,000	601.71
6 inch	271,000	1,287.04
8 inch	388,000	1,772.59
10 inch	676,000	2,967.79
12 inch	1,200,000	5,142.39

2. Usage rate schedule

Meter inside City

<u>Gallons</u>	<u>per 1,000 gallons</u>
First 2,000	\$3.36
Next 13,000	2.71
Next 35,000	2.09
All Over 50,000	1.43

Meter outside City

<u>Gallons</u>	<u>per 1,000 gallons</u>
First 1,000	\$15.34
Next 9,000	6.66
Next 10,000	6.02
Next 70,000	5.59
Next 100,000	4.57
All over 190,000	4.30

**NOTE:** The water usage rates set out in paragraphs D.1 and D.2 above shall be applicable effective for billing on or after July 1, 2008.

E. Disconnection, Reconnection of Service

- 1. Reconnection fee ..... \$20.00
- 2. Meter removal or locking fee ..... \$40.00
- 3. Obstruction removal fee ..... \$50.00

F. Service Call Charges

	<u>Inside City</u>	<u>Outside City</u>
1. Raise/lower water meter at the request of the user	\$70.00	\$95.00
2. Leak detection/line locating services (services provided on private property) per hour	\$60.00	\$75.00
3. Backflow Prevention Devices Testing Fee		
(a) Initial Test.....		Free
(b) Annual Test.....		Free
(c) Retesting Fee, per test (if device fails on initial or annual test) .....		\$50.00
4. Service Fee (Check meter accuracy at customer's request)		
(a) Initial Test.....		Free
(b) Recurring Service Calls, each .....		\$25.00

G. Tapping Fees (Metered and Unmetered Fire Services) / Meter Relocation Fee / Fire Service Relocation Fee – Developer Installed Water Lines

Size of Connection (Non-Fire Rated Meters)		
<u>(Meter or Fire Service)</u>	<u>Inside City</u>	<u>Outside City</u>
5/8 inch	\$ 635.00	\$ 1,100.00
1 inch	865.00	1,370.00
1 1/2 inch	1,035.00	1,670.00
2 inch	1,240.00	2,030.00
3 inch	3,700.00	4,900.00
4 inch	4,000.00	5,400.00
6 inch	6,100.00	9,000.00
8 inch	7,600.00	11,000.00
10 inch	11,700.00	12,100.00

Size of Connection (Fire Rated Meters)		
<u>(Meter or Fire Service)</u>	<u>Inside City</u>	<u>Outside City</u>
6 inch	\$ 6,900.00	\$ 8,800.00
8 inch	8,700.00	10,900.00
10 inch	12,100.00	14,900.00

H. Tapping Fees (Metered and Unmetered Fire Services) / Meter Relocation Fee / Fire Service Relocation Fee – Non-Developer Installed Water Lines

Size of Connection (Non-Fire Rated Meters)		
<u>(Meter or Fire Service)</u>	<u>Inside City</u>	<u>Outside City</u>
5/8 inch	\$ 635.00	\$ 1,100.00
1 inch	865.00	1,370.00
1 1/2 inch	1,035.00	1,670.00
2 inch	1,240.00	2,030.00
3 inch	3,700.00	4,900.00
4 inch	4,000.00	5,400.00
6 inch	6,100.00	9,000.00
8 inch	7,600.00	11,000.00
10 inch	11,700.00	12,100.00

Size of Connection (Fire Rated Meters)		
<u>(Meter or Fire Service)</u>	<u>Inside City</u>	<u>Outside City</u>
6 inch	\$ 6,900.00	\$ 8,800.00
8 inch	8,700.00	10,900.00
10 inch	12,100.00	14,900.00

**NOTE: Tapping fees, relocation fees and fire service fees for meters of 6 inches and larger shall be subject to additional charges calculated on an individual basis, based on the cost to connect the meter to the City's main water line.**

Size of Connection (Unmetered Fire Services)		
<u>(Fire Service)</u>	<u>Inside City</u>	<u>Outside City</u>
6 inch	\$ 1,980.00	\$ 2,530.00
8 inch	2,640.00	3,300.00
10 inch	3,410.00	5,170.00

**NOTE: Unmetered fire services shall be available only to non-manufacturing facilities and businesses that are expected to have low water consumption.**

I. Fire Service Connections

Unmetered private fire service connections (monthly charge)

<u>Size of Connection Furnished by City</u>	<u>Inside City</u>	<u>Outside City</u>
4 inches	\$ 15.00	\$ 31.00
6 inches	20.00	42.00
8 inches	30.00	62.00
10 inches	40.00	82.00
12 inches	60.00	142.00

J. Fire Hydrants

1. Fire hydrant monthly rental charges

(a) Fire hydrant on private property

(1) Inside City .....	\$20.00
(2) Outside City .....	\$31.00

(b) Fire hydrant on City property ..... \$6.00

2. Fire hydrant installation (outside City)..... \$2,500.00

3. Hydrant relocation fee (inside or outside City when performed at the request of any interested party) ..... \$2,500.00

K. Water Line Extension

1. Cost estimation (refundable only if extension is approved) ..... \$50.00

2. Extension cost (per foot)

<u>Size</u>	<u>Cost per Lineal Foot</u>
2-inch PVC .....	\$ 4.00
4-inch PVC .....	7.50
6-inch ductile iron .....	20.00
8-inch ductile iron .....	25.00

**NOTE: On extensions of 6 and 8-inch ductile iron pipe there will be an additional charge of \$1,000 per 500 feet for fire hydrant connection plus the hydrant fee stated above.**

L. Sewers and Sewage Disposal

1. Tap-on fees

(a) Residences, single family - cluster homes, condominiums, townhouses, duplexes, row houses etc. per living unit (existing structures and new construction) served by sanitary sewer facilities installed by the City provided the lateral is in place

(1) Option One

- Inside City ..... \$1,950.00
- Outside City ..... \$2,250.00

(2) Option Two

- Inside City (per month for 120 months of paid sewer) ..... \$25.00
- Outside City (per month for 120 months of paid sewer) ..... \$30.00

(b) Additional units on same tap ..... \$200.00

(c) Additional units requiring additional taps

(1) Option One

- Inside City ..... \$1,950.00
- Outside City ..... \$2,250.00

(2) Option Two

- Inside City (per month for 120 months of paid sewer) ..... \$25.00
- Outside City (per month for 120 months of paid sewer) ..... \$30.00

(d) New residences, single family - ..... \$900.00  
cluster homes, condominiums, townhouses, duplexes, row houses, etc. per living unit located in subdivisions (in which sewer mains and laterals have been installed by developers)

(e) Car wash (existing structures and new construction) provided the lateral is in place

(1) First bay

- (i) Inside City..... \$1,950.00
- (ii) Outside City..... \$2,925.00

(2) Each additional bay

- (i) Inside City..... \$500.00
- (ii) Outside City..... \$750.00

(f) Multi-family complexes (existing structures and new construction) provided the laterals are in place

(1) First rental unit/room

- (i) Inside City..... \$1,950.00
- (ii) Outside City..... \$2,925.00

- (2) Each additional unit
  - (i) Inside City..... \$200.00
  - (ii) Outside City..... \$300.00
  
- (g) Hotels, motels, hospitals, nursing homes, retirement centers, mobile home parks
  - (1) First rental unit/room
    - (i) Inside City..... \$1,950.00
    - (ii) Outside City..... \$2,925.00
  
  - (2) Each additional rental unit/room
    - (i) Inside City..... \$200.00
    - (ii) Outside City..... \$300.00
  
- (h) Large and small commercial users, factories and shopping centers (existing structures and new construction) provided the lateral is in place
  - (1) First 10,000 sq. ft.
    - (i) Inside City..... \$1,950.00
    - (ii) Outside City..... \$2,925.00
  
  - (2) Each additional 10,000 sq. ft.
    - (i) Inside City..... \$300.00
    - (ii) Outside City..... \$450.00
  
- (i) Low Pressure Tap Fees
 

On-Site Individual Pump (requires evaluation, Public Works Director's written approval and written agreement with property owner)

  - (1) New Structures
    - (i) Inside City..... \$5,000.00
    - (ii) Outside City..... \$5,300.00
  
  - (2) Existing Structures
    - (i) Inside City..... \$1,950.00
    - (ii) Outside City..... \$5,300.00

2. Lateral fees

- (a) Lateral fee ..... \$750.00  
(Full payment shall be required at time of construction)
  
- (b) Lateral construction fee ..... \$1,000.00  
(Full payment shall be required at the time of construction in addition to tap fee)
  
- (c) Sewer connection fee ..... \$1,000.00  
(Full payment shall be required at the time of connection)

3. Interest rate, per annum ..... 10.5%

Upon mailing of notices of the availability of sewer to the property owner of record, or on the date of the tap fee permit, whichever shall come first, when payment is not received in full, interest shall begin to accrue on the 91st day from the date of the notification, or on the date of the permit, as is applicable, on the amount of the tap fee, the lateral fee, or lateral construction fee schedule and related definitions.

4. Recording fee and other charges for recording Deeds of Trust and Release Deeds will be the same as those assessed to the City by the Register of Deeds of the county where the deeds are recorded.

5. Definitions

(a) Sewer Line Classification

- (1) Interceptor Outfall Sewer: A sewer that receives wastewater from a collecting system or from a treatment plant and carries it to a point of final discharge. The size of these lines is generally greater than 18" in diameter.
- (2) Trunkline: The sanitary sewerage line that receives the sewage effluent from the various collector lines (minimum size of 8" in diameter).
- (3) Collector Line: The sanitary sewerage line that receives the sewage effluent from the individual residences/business via lateral lines constructed by the City and/or the developer (minimum size of 8" in diameter).
- (4) Lateral: The sanitary sewerage line (6" in diameter) running from the property line (where it is hooked to the service line from the individual residence/ business) to the sanitary sewerage collector line.
- (5) Service Line: The individual residence/ business sanitary sewerage line running from the lateral at the property line to the individual residence/business. The size of these lines is generally 4" in diameter.

(b) Fees

- (1) Tap Fee: The fee charged to the property owner for providing sanitary sewerage connection to the residence/business. This fee includes the lateral fee if the lateral was installed during the installation of the collector line.
- (2) Lateral Fee: The fee charged to the property owner for City crews to install the lateral line to an undeveloped lot/parcel at the time of the construction of the collector and trunk lines. (If the property owner elects not to pay this fee, the lateral will

not be installed and the Lateral Construction Fee is then in effect.)

- (3) **Lateral Construction Fee:** The fee charged when City crews install the sewer connection where laterals have been omitted during the construction of lines. this fee is in addition to the sewer tap fee.
- (4) **Sewer Connection Fee:** The fee charged to the developer when City crews connect developer-installed collector lines to existing City trunklines.

(c) **Monthly Tap-On Fees**

If a customer selects Option Two as provided in Section L.1(a) and Section L.1(c), the tap fee will be added as a separately itemized part of the monthly sewer bill for this location for a total of 120 months of paid service. The sewer tap fee recovers a portion of the capital invested by the City of Kingsport for the installation of the sanitary sewer line along with the administrative costs and interest. The customer receiving sewer service at this location will be billed the monthly tap fee and the monthly tap fee will become a separate part of the monthly sewer bill for this location. Section 106-110 of the City of Kingsport Code of Ordinances regarding collection of delinquent accounts will apply to charges for the sewer tap fee. The monthly tap fee is part of the sewer service and continues on that location for 120 months of paid sewer service regardless of the account holder, the transfer of the account from one person to another person, a closing and opening of accounts at the location, or any other change in the account.

(d) **Categories of Uses**

- (1) **Single Family Residence:** A building occupied exclusively for residence purpose by one family or housekeeping unit, independent of any other structure, and generally owner occupied.
- (2) **Row Houses:** Utilizes a common wall between houses (duplex) or row house can have common walls on both sides of the structure (cluster home, townhouse and/or condominium) and usually is one-family owner occupied.
- (3) **Additional Existing Units:** Additional existing units on same lot or parcel of land with existing residence and connected to the same sewer tap.
- (4) **Subdivisions and/or Planned Residential Development:** Developments approved by the Kingsport Planning Commission where developer installs sanitary sewer collector system to City specifications and conveys by deed to City for maintenance. Internal circulation can be either public or private streets. Development where individual living units are available for private ownership.

- (5) Multi-family Project: Usually involves more than one building on a large site (internal vehicular circulation serving each building) and each multifamily complex or building located within the multifamily project shall be subject to the fee schedule established herein for multifamily complexes. Housing can be either low- or high-rise. The project is usually under one ownership, and the dwelling units are rented, but each dwelling unit may be under individual ownership.
  
- (6) Multi-family Complex: Usually consists of one building with direct access from building to public street and/or sanitary sewer easement. Can be either one ownership of entire project or individual ownership of each dwelling unit.
  
- (7) Hospitals, Nursing Homes, Retirement Centers: Unit/room is determined by the area (number of beds) served by one bath. Can be a private room, semi-private room or two rooms, etc.
  
- (8) Public Sewer System: A sanitary sewer system installed in a development comprised of lots, units, etc., available for individual acquisition and ownership. System developed to City specifications, at developer's expense and conveyed by deed to the City for maintenance.
  
- (9) Small Commercial Users (with less than 10,000 square feet in floor area): Such as those businesses or services as set forth in Article IV, Section 5, Subsection (A) - (E), inclusive, and Section 9 of the Zoning Ordinance of the City of Kingsport, except that those uses permitted within other zones or uses expressly excepted by Section 26-124 of the Code of Ordinances of the City of Kingsport or this Resolution shall not be construed to be included in this classification.

6. Monthly sewer service charges

- (a) Class I sewerage inside City
  - per 1,000 gallons per month ..... \$6.82
  - Minimum charge (2,000 gallons)..... \$13.64
  
- (b) Class I sewerage outside City
  - per 1,000 gallons per month ..... \$8.77
  - Minimum charge (2,000 gallons)..... \$17.54
  
- (c) Class II sewerage surcharge fees
  - (1) BOD per lb ..... \$0.204
  - (2) TSS per lb..... \$0.102

- (d) Residential or commercial water customers located within the corporate limits of the City of Kingsport where sanitary sewers are not available and are identified by the Public Works Director as receiving septic tank pumping and waste hauling services provided by the City of Kingsport shall be subject to the sewer user fee for Class I customers as set out in (a) above.

**NOTE: The sewer usage rates set out in paragraph L.6 above shall be applicable effective for billing on or after July 1, 2008.**

7. A sewer cap shall be established for all residential customers as follows:

- (a) An average base figure on water consumption will be established for individual residential customers. This figure will be calculated by using the consumption by each metered customer during the five-month billing periods of December to April, winter months when water usage is reasonably stable, and when most water enters the City sewer system.
- (b) Since sewer fees are based on per-thousand-gallon usage, the average that was calculated from the winter period will be rounded-up to the next thousand-gallon level.
- (c) A 3,000-gallon amount will be added to the average of each customer to arrive at a final individual consumption average.
- (d) Once established, the final average will be used as the annual individual sewer cap for the following year. A new cap will be established during each winter period and the procedure will be repeated.
- (e) Any new residential customer will be assigned a cap of 8,000 until an average individual cap can be established.

8. Wastewater discharge permit fees

- (a) Non-domestic permit application
  - (1) Original application
    - (i) Inside City ..... \$50.00
    - (ii) Outside City ..... \$60.00
  - (2) Renewal application
    - (i) Inside City ..... \$25.00
    - (ii) Outside City ..... \$30.00

Fee is non-refundable. Applicants who file an application with incomplete or missing information have thirty (30) days to correct and resubmit the application. Those applicants not resubmitting within 30 days will be required to start the application process over, including payment of another fee.

- (b) Non-domestic permits (annual fee)
  - (i) Inside City ..... \$200.00

(ii) Outside City ..... \$240.00

Permits are issued for annual periods not to exceed a 5-year time limit.  
Fees are based on an annual rate.

- (c) Transfer permit ..... \$100.00
- 9. Waste Water Appeals Board fee ..... \$250.00
- 10. Water/Sewer Monitoring, inspection and surveillance fees
  - (a) Lateral inspection
    - (1) Inside City (per foot)..... \$2.00
    - (2) Outside City (per foot)..... \$3.00
  - (b) Dye/Smoke test
    - (1) Inside City ..... \$50.00
    - (2) Outside City ..... \$75.00
  - (c) Investigation of odor
    - (1) Inside City ..... \$50.00
    - (2) Outside City ..... \$75.00
  - (d) Pretreatment inspection..... \$50.00
  - (e) Sample collection/composite
    - (1) City provides equipment..... \$50.00
    - (2) Industry provides equipment ..... \$30.00
  - (f) Sample collection/grab ..... \$50.00
  - (g) Flow monitoring (per day)..... \$50.00
  - (h) 5-day BOD..... \$25.00
  - (i) Total Coliform/E-Coli..... \$35.00
  - (j) Total suspended solids ..... \$15.00
  - (k) Dissolved oxygen ..... \$10.00
  - (l) Ammonia ..... \$20.00
  - (m) pH..... \$10.00
  - (n) Temperature ..... \$10.00
  - (o) Oil and grease ..... \$50.00
- 11. Waste hauler permit fee (annual) ..... \$50.00
- 12. Hauled waste disposal

(a)	Domestic (per load up to 2,000 gallons).....	\$75.00
(b) Non-domestic (per 1,000 gallons)		
(1)	Inside City .....	\$150.00
(2)	Outside City (in 201 area) .....	\$250.00
(3)	Outside City (out of 201 area) .....	\$400.00
13. Application exception .....		
	(temporary exception to waste water discharge restrictions)	\$500.00
	1 per year not to exceed 180 days	
14. Lateral cleaning		
(a)	Inside City.....	\$100.00
(b)	Outside City.....	\$150.00
15. Relocation of residential pump		
(a)	Inside City.....	\$3,000.00
(b)	Outside City.....	\$4,500.00
16. UST discharge permit fee (per tank).....		
		\$100.00
17. Groundwater discharge permit fee .....		
	(annual fee per location)	\$250.00
18. Manhold adjustment fee (per foot adjusted) .....		
		\$200.00
19. Lateral location fee		
(a)	Inside City.....	\$150.00
(b)	Outside City.....	\$200.00

Chapter 110 - Vehicles for Hire

A. Service Route Buses

1. Regular fare .....	\$1.00
2. 65 and over .....	\$0.25
3. Handicapped .....	\$0.25
4. Deviation requests (additional surcharge) .....	\$0.25

B. KATS Fare Rates

1. Zone 1, ADA paratransit trips within blue circle, one-way trip (individuals must be certified to use service) .....	\$2.00
2. Zone 2, handicapped and convenience trips within orange circle, one-way trip .....	\$5.00
3. Zone 3, handicapped and convenience trips within green circle, one-way trip .....	\$6.00
4. Zone 4, handicapped and convenience trips within red circle, one-way trip .....	\$7.00
5. Zone 5, handicapped and convenience trips for rest of City limits, one-way trip .....	\$8.00

Zones 2-5 are new areas of operation for handicapped and convenience trips.

C. Charter Bus Fee

(per hour, subject to a three (3) hour minimum charge) ..... \$40.00

Private Charter of 24-passenger Mini-Bus (first 2 hours)..... \$150.00

(per hour thereafter)..... \$100.00

[Fees are for actual time from time vehicle leaves City Garage until return to City Garage.]

Non-Profit/Hotel-Motel Charter of 24-passenger Mini-Bus (first 2 hours) ..... \$125.00

(per hour thereafter)..... \$80.00

[Fees are for actual time from time vehicle leaves City Garage until return to City Garage.]

D. 24-Passenger Mini-Bus Advertising Rates (for 6-month period)

Side Panel (each) ..... \$7,000.00

Back Panel ..... \$4,000.00

Both Sides and Back Panel ..... \$15,000.00

Chapter 114 - Zoning

Planning and Zoning Fees

- A. Rezoning application fee..... \$275.00
- B. Zoning text change application ..... \$275.00
- C. Each case filed with the Board of Zoning Appeals ..... \$50.00
- D. Each case filed with the Historic Zoning Commission ..... \$0.00
- E. Each case filed with the Gateway Review Committee..... \$50.00
- F. Final Site Plan (ZDP/PD/M-1R/MX) ..... \$50.00
- G. Subdivision Fee
  - 1. Engineering Drawings and Preliminary Plat Review Fee ..... \$100.00
  - 2. Final Plat Review Fee..... \$50.00
  - 3. Bond Recording Fee (per page) ..... \$4.00
- J. Right-of-Way Vacating ..... \$75.00
- K. Off-Premise Signs, Per Face (annual) ..... \$100.00
- L. Geographic Information Services (GIS) Fees
  - 1. Map Products
    - (a) Staff time, per hour ..... \$23.00
    - (b) Hard copy maps, standard sizes
      - (1) 48" x 36" ..... \$30.00  
(includes Kingsport Street Index Map and all Map Books)
      - (2) 36" x 24" ..... \$25.00
      - (3) 8.5" x 11" ..... \$10.00
    - (c) Hard copy maps, custom sizes (per inch, by longest side)..... \$0.63
    - (d) Tax maps, 911 address maps, and subdivision plats (per copy) ..... \$5.00
  - 2. Standard GIS Reports (street dictionary, etc., per page) ..... \$0.10
  - 3. Geographic Data for commercial users ..... 5%  
(Specifically 5% of the development cost attributable to each data category, or data category subset, that a commercial user applies for.)

The above costs will apply to GIS/Engineering data/maps distributed by other Departments or Divisions.

BE IT FURTHER RESOLVED by the Board of Mayor and Aldermen that the fees, rates, and charges set out in this resolution shall be in effect from and after its date of adoption unless otherwise stated herein, or until and unless any fee, rate, or charge is changed by subsequent resolution.

Adopted this 3rd day of June, 2008.

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

ATTEST:

\_\_\_\_\_  
ELIZABETH A. GILBERT  
Deputy City Recorder

APPROVED AS TO FORM:

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

**SUPPLEMENTAL INFORMATION ON PROPOSED CHANGES  
TO FY09 FEE RESOLUTION NO. 2008-218**

Chapter 70 – Parks and Recreation

Existing    Proposed

*[Sections A – C remained unchanged]*

D.     V. O. Dobbins Auditorium, Gym & Field Rental Fees

1.	Auditorium Rental	
(a)	City residents, individual & groups, per day (no admission charged) .....	\$50.00
(b)	City residents, individual & groups, per day (admission charged) .....	\$75.00
(c)	Non-City residents, individual & groups, per day (no admission charged) .....	\$65.00
(d)	Non-City residents, individual & groups, per day (admission charged) .....	\$90.00
(e)	City residents, individual & groups, per hour (2-hour minimum) .....	\$10.00
(f)	Non-City residents, individual & groups, per hour (2-hour minimum) .....	\$15.00
2.	Gym Rental	
(a)	Per hour (2-hour minimum) .....	\$20.00
3.	Softball/Baseball Field Rental Per Day .....	\$60.00
	Use of Lights, Per Day .....	\$15.00
4.	Softball/Baseball Field Rental, Per Hour, Per Field (2-hour minimum) .....	\$15.00
	Use of Lights, Per Day .....	\$5.00
5.	Adult Flag Football	
(a)	Entry fee, per team .....	\$250.00
(b)	Non-City resident fee, per team .....	\$10.00
6.	Adult Dodgeball League	
(a)	Entry fee, per team .....	\$85.00
(b)	Non-City resident fee, per team .....	\$10.00

E. Park Rentals

1. Borden Park

(a) Shelters 1, 2 and 5\* (3-hour minimum)

- (1) Shelter Fee – Non-City residents, individual & groups,  
Per hour, per shelter each..... \$15.00
- (2) Shelter Fee – City resident, individuals and groups,  
Per hour, per shelter each,..... \$6.00
- (3) Shelter Fee – City school, per shelter each..... No Charge

(b) Shelters 3, 4, 6 and 7\* (3-hour minimum)

- (1) Shelter Fee – Non-City resident, individual & groups,  
Per hour, per shelter each..... \$12.00
- (2) Shelter Fee – City resident, individuals and groups,  
Per hour, per shelter each,..... \$5.00
- (3) Shelter Fee – City school, per shelter each..... No Charge

(c) Borden Park Disc Golf Course\* (3-hour minimum)

- (1) Entry Fee, per person..... \$2.00
- (2) For Tournaments, per person, plus selling fee ..... \$2.00
- (3) Selling Fee..... \$20.00

(d) Community Center\* (3-hour minimum)

- (1) Non-City resident, individuals and groups,  
Per hour ..... \$15.00
- (2) City resident, individuals and groups,  
Per hour ..... \$10.00

2. Scott Adams Skatepark Shelter\* (3-hour minimum)

- (1) Non-City resident, per hour, per shelter each ..... \$12.00
- (2) City resident, per hour, per shelter each ..... \$5.00

3. Riverview Splashpad Shelter\* (3-hour minimum)

- (1) Non-City resident, per hour, per shelter each ..... \$12.00
- (2) City resident, per hour, per shelter each ..... \$5.00

4. Riverfront Park Shelter\* (3-hour minimum)

- (1) Non-City resident, per hour, per shelter each ..... \$12.00
- (2) City resident, per hour, per shelter each ..... \$5.00
- (3) Selling fee, per renter, per day (paid in advance) ..... \$15.00

5. Glen Bruce Park Gazebo\* (3-hour minimum)

- (1) Non-City resident, per hour, per shelter each ..... \$12.00
- (2) City resident, per hour, per shelter each ..... \$5.00
- (3) Selling fee, per renter, per day (paid in advance) ..... \$15.00

6. Memorial Gardens Park\* (3-hour minimum)

- (1) Per hour, without restrooms ..... \$5.00
- (2) Per hour, with restrooms..... \$10.00
- (3) Selling fee, per renter, per day (paid in advance) ..... \$15.00

\* An off-duty City of Kingsport Firefighter or Police Officer may be required at certain events. Charges related to security will be the responsibility of the renter.

*[Sections F and G remained unchanged]*

H. Community Center Class Fees

- 1. Skilled classes, per hour, per student ..... \$10.00
- 2. Day Camps, per session, per student ..... \$40.00
- 3. Specialty Camps, per session, per student ..... \$20.00

*[Section I remained unchanged]*

J. Allandale

Damage Deposit – 50% of rental fee may apply at the discretion of the Curator

- 1. Mansion and Garden Basic Rental Fees (Corporate Meetings, Dinner Party, Anniversary Party, Book Club Meeting, Seminar, Birthday Party, Cocktail Party, etc.)
  - (a) 0-50 people, Monday-Friday, 8 AM – 5 PM .....\$100.00
  - (b) 0-100 people, Monday-Thursday, 5 PM – 12 Midnight.....\$250.00
  - (c) 0-100 people, Friday, 5 PM – 12 Midnight and Saturday/Sunday, 8 AM – 12 Midnight.....\$390.00 \$410.00

Add \$1.00 for each person over event maximum.

Does not include use of the Mansion Gazebo (see #6 for use of the Mansion Gazebo and fees).

Kingsport residents receive \$25.00 discount.

A 10% discount may apply during Allandale's off season.

- 2. Mansion and Garden Wedding and Wedding Reception Rental Fees
  - (a) 0-50 people, Monday – Friday, 8 AM – 5 PM.....\$175.00
  - (b) 0-100 people, Monday – Thursday, 5 PM – 12 Midnight.....\$300.00
  - (c) 0-100 people, Friday, 5 PM – 12 Midnight and Saturday/Sunday, 8 AM – 12 Midnight.....\$495.00 \$520.00

Add \$1.00 for each person over event maximum.

Does not include use of the Mansion Gazebo (see #6 for use of the Mansion Gazebo and fees).

Kingsport residents receive \$25.00 discount.

A 10% discount may apply during Allandale's off season.

- 3. Rehearsal Fees
  - (a) Monday – Friday, 4 AM – 4 PM ..... No Charge
  - (b) Monday – Thursday, 4 PM – 12 Midnight, per hour ..... \$50.00
  - (c) Friday, 4 PM – 12 Midnight, Saturday/Sunday, per hour.....\$100.00

4. Meeting Fees
- (a) 0 – 50 People, Monday – Thursday, 8 AM – 3 PM..... \$50.00
  - (b) 51 – 100 People, Monday – Thursday, 8 AM – 3 PM,  
(includes use of kitchen)..... \$75.00
  - (c) Use of Kitchen Facilities ..... Additional \$25.00 per Event
5. Barn Rental Fees (April – October Only)
- (a) 0-100 people, Monday – Sunday, 8 AM – 12 Midnight.....\$265.00      \$275.00  
Add \$1.00 for each person over event maximum.  
\*Kingsport residents receive \$25.00 discount.
6. Gazebo Rental Fees
- (a) Barn Gazebo – includes the use of Barn restrooms, does not include the use of the Barn.  
  
Monday – Sunday, 11 AM – 12 Midnight .....\$150.00  
\*Kingsport residents receive \$25.00 discount.
  - (b) Mansion Gazebo – appropriate Mansion rental required.  
  
Monday – Sunday, 11 AM – 12 Midnight ..... \$150.00  
\*Kingsport residents receive \$25.00 discount.
7. Picnic Pavilion Rental Fees (April – October Only)
- (a) 0-100 people, Monday – Sunday, 8 AM – 12 Midnight.....\$160.00      \$175.00  
Add \$1.00 for each person over event maximum.  
Kingsport residents receive \$25.00 discount.

*[Sections J.8 – 14 remained unchanged]*

L. Dog Park

- (a) Registration
  - 1. city resident, first dog (annual fee)      \$20.00
  - 2. city resident, per additional dog (annual fee)      \$10.00
  - 3. Non-resident, first dog (annual fee)      \$25.00
  - 4. Non – resident, per additional dog (annual fee)      \$15.00
- (b) Key cards and tags
  - 1. Key card replacement, per card      \$10.00
  - 2. Dog Park tag replacement, per tag      \$ 5.00

*[Sections M – N were re-lettered to follow the new Section L and remained unchanged]*

Chapter 90 – Solid Waste

Existing    Proposed

A. Removal or Garbage and Trash

1. Multifamily Residential Complex units collected from 96-gallon carts, per unit, per month .....	\$10.00	
2. Outside City Single-Family Residential collected from 96-gallon carts, per cart, per month .....		\$15.00
3. Business and Professional Complex collected from 96-gallon carts, per month, per business		
One Cart .....	\$20.00	
Two Carts .....	\$35.00	
Three Carts .....	\$45.00	
4. Construction waste material, per ton .....	\$80.50	
5. Contractor cut landscaping material, per ton.....		\$80.50
 <b>Note:      This fee will be assessed to the property owner for any construction and/or landscaping waste placed along the Right of Way.</b>		
6. Purchase or Replacement of 96-gallon Cart.....	\$60.00	
7. Purchase or Replacement of 32-gallon Cart.....	\$60.00	
8. Purchase of Replacement of 48-gallon Cart .....	\$60.00	

*[Sections B and C remained unchanged]*



**Chapter 106 – Utilities**

**Existing**

**Proposed**

*[Sections A – D.1 remained unchanged]*

2. Usage rate schedule

Meters inside City

<u>Gallons</u>	<u>per 1,000 gallons</u>
First 2,000	\$ 3.36
Next 13,000	2.71
Next 35,000	2.09
All Over 50,000	1.43

Meters outside City

<u>Gallons</u>	<u>per 1,000 gallons</u>	
First 1,000	\$14.82	<b>\$15.34</b>
Next 9,000	6.43	<b>6.66</b>
Next 10,000	5.82	<b>6.02</b>
Next 70,000	5.40	<b>5.59</b>
Next 100,000	4.42	<b>4.57</b>
All Over 190,000	4.15	<b>4.30</b>

*[Sections E – K remained unchanged]*

L. Sewer and Sewage Disposal

**Existing**

**Proposed**

1. Tap-on fees

*[Sections L.1(a)-(h) remained unchanged]*

(i) Low Pressure Tap Fees

On-Site Individual Pump (requires evaluation, Public Works Director's written approval and written agreement with property owner)

(1) New Structures

(i) Inside City.....	<b>\$5,000.00</b>
(ii) Outside City.....	<b>\$5,300.00</b>

(2) Existing Structures

(i) Inside City.....	<b>\$1,950.00</b>
(ii) Outside City.....	<b>\$5,300.00</b>

*[Sections L.2 – L.5 remained unchanged]*

6. Monthly Sewer Service Charges

**Existing**

**Proposed**

i. Class I sewerage inside City

per 1,000 gallons per month.....	<b>\$6.63</b>	<b>\$6.82</b>
Minimum charge (2,000 gallons).....	<b>\$13.26</b>	<b>\$13.64</b>

ii. Class I sewerage outside City		
per 1,000 gallons per month.....	\$8.12	\$8.77
Minimum charge (2,000 gallons).....	\$16.24	\$17.54

[Sections L.6.iii – L.9 remained unchanged]

10. Water/Sewer Monitoring, Inspection and Surveillance Fees

(a) Lateral inspection		
(1) Inside City (per foot) .....	\$2.00	
(2) Outside City (per foot) .....	\$3.00	
(b) Dye/Smoke test		
(1) Inside City .....	\$50.00	
(2) Outside City.....	\$75.00	
(c) Investigation of odor		
(1) Inside City .....	\$50.00	
(2) Outside City.....	\$75.00	
(d) Pretreatment inspection .....	\$50.00	
(e) Sample collection/composite		
(1) City provides equipment .....	\$50.00	
(2) Industry provides equipment.....	\$30.00	
(f) Sample collection/grab .....	\$50.00	
(g) Flow monitoring (per day).....	\$50.00	
(h) 5-day BOD .....	\$25.00	
(i) Fecal Total Coliform/E-Coli .....	\$35.00	\$35.00
(j) Total suspended solids.....	\$15.00	
(k) Dissolved oxygen .....	\$10.00	
(l) Ammonia.....	\$20.00	
(m) pH.....	\$10.00	
(n) Temperature .....	\$10.00	
(o) Oil and grease.....	\$50.00	

[Sections L.11-19 remained unchanged]



## AGENDA ACTION FORM

### Consideration of a Resolution Awarding the Bid for 330 Joints of Item Number 41864 8"x18' DI Pushon Pipe to H.D. Supply Waterworks for the Old Island Phase II Materials Agreement

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

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

Action Form No.: AF-172-2008  
 Work Session: June 2, 2008  
 First Reading: June 3, 2008

Final Adoption: June 3, 2008  
 Staff Work By: Committee  
 Presentation By: S. Crawford/R. McReynolds

#### **BMA Strategic Plan 2005-2006**

(CV=Core Value, KSF=Key Success Factor, KSO=Key Strategic Objective)

CV #: N/A

KSF #4: Stewardship of Public Funds

KSO #: N/A

**Recommendation:** Approve the resolution.

**Executive Summary:** Bids were opened on May 29, 2008 for Various Water Line Maintenance Items related to the Old Island Phase II Materials Agreement. The City reserves the right to determine the low bidder either on the basis of the individual items or on the basis of all items included in its Invitation to Bid. The City is exercising the option to award on the basis of the individual items with this bid. Item Number 41864, which is for 330 joints of 8"x18' DI Pushon Pipe exceeds the allowable amount that can be administratively awarded and requires BMA approval. H.D. Supply Waterworks is the low bidder for this item in the total amount of \$83,658.30. The remaining items will be administratively awarded.

Funding is identified in Project Number WA0863 – Account Number 451-0000-605-9003.

#### **Attachments:**

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

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 CERTAIN WATERLINE MAINTENANCE ITEMS TO H.D. SUPPLY WATERWORKS FOR THE OLD ISLAND PHASE II MATERIALS AGREEMENT

WHEREAS, bids were opened May 29, 2008 for various water line maintenance items, including Item Number 41864 for 330 joints of 8"x18' DI Pushon Pipe, related to the Old Island Phase II Materials Agreement; and

WHEREAS, upon review of the bids for Item 41864, the board finds H.D. Supply Waterworks is the lowest responsible compliant bidder in the best interest and advantage to the city, and the City of Kingsport desires to purchase the 330 joints of 8"x18' DI Pushon Pipe at a cost of \$83,658.30 from H.D. Supply Waterworks; and

WHEREAS, funding is identified in Project Number WA0863 – Account Number 451-0000-605-9003.

Now therefore,

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

SECTION I. That the bid for purchase of 330 joints of 8"x18' DI Pushon Pipe, in the amount of \$83,658.30, is awarded to H.D. Supply Waterworks and the City Manager is authorized to execute a purchase order for same.

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

ADOPTED this the 3rd day of June, 2008.

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

ATTEST:

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

APPROVED AS TO FORM:

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

MINUTES  
 BID OPENING  
 May 29, 2008  
 4:00 P.M.

Present: Brent Morelock, Assistant Procurement Manager and Mike Robinette, Assistant Procurement Manager, Schools

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

The Assistant Procurement Manager opened with the following bids:

VARIOUS WATER LINE MAINTENANCE ITEMS																				
Vendor:	Del. Time	41810	41864	41828	40835	42100	43031	41794	42530	42540	42525	42535	42115	42325	42845	42335	8" Lock Ring	41795	42215	41829
Ferguson	14 Days	213.40	283.80	9.80	33.97	79.24	102.29	33.65	49.82	51.94	51.41	59.36	1212.85	385.84	75.79	614.59	59.50	23.05	32.86	11.93
H.D. Supply	10 Days	191.28	253.51	9.89	32.00	80.55	101.14	33.11	50.58	53.91	53.90	59.49	1144.45	353.67	77.43	562.21	50.23	22.70	44.20	12.20
Consolidated	14 Days	224.28	279.18	9.85	25.00	79.53	102.68	33.78	50.01	52.14	51.60	59.48	1054.70	333.00	76.08	591.00	54.75	23.14	32.70	11.96

NOTE: On the bid from Ferguson, the DI Pushon Pipe (#41810 and 41864) is in 20' Lengths.

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

Brent,

Per our last conversation concerning Old Island Phase II project # wa0863. It is my recommendation that HD supply waterworks be awarded the bid for 330 joints (5940ft) of item # 41864 8"x18' ductile iron pipe, because they are the low bidder, at 14.08 per ft, or 253.51 per joint, for a grand total of 83658.30.

Thank you for your attention to this issue.

Billy Sturgill 224-2441



**AGENDA ACTION FORM**

**Consideration of a Resolution Authorizing the Mayor to Sign all Documents Necessary to Enter into an Agreement with Embarq for Long Distance Telephone Service for the City of Kingsport.**

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

Agenda Form No.: AF -176-2008  
 Work Session: June 2, 2008  
 First Reading: June 3, 2008

Final Adoption: June 3, 2008  
 Staff Work: Chris McCartt  
 Presentation: Chris McCartt

**BMA Strategic Plan 2005-2006**

(CV=Core Value, KSF=Key Success Factor, KSO = Key Strategic Objective)

**Recommendation:** Approve the Resolution

**Executive Summary:**

The City of Kingsport is in the process of conducting a telephone audit to evaluate our long distance service, cell phone service, as well as the existing land lines for all city buildings. The purpose of this audit is to evaluate our current services and to implement efficiencies where needed to reduce costs and improve service. The first phase of this audit focused on our current long distance land line telephone service. After conducting an evaluation of this service with representatives from Embarq we were able to identify a savings by switching our current long distance service from Sprint to Embarq. Presently the City is paying approximately \$0.10 per minute for long distance service through Sprint. Under the proposed Embarq plan the City would pay approximately \$0.03 per minute with a three year agreement. Additionally the City would see savings by combining both its local and long distance telephone service.

**Attachments:**

- 1. Resolution

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

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

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO ENTER INTO AN AGREEMENT WITH EMBARQ FOR LONG DISTANCE TELEPHONE SERVICE

WHEREAS, the city desires to enter into an agreement with Embarq to provide long distance telephone service; and

WHEREAS, presently the city pays approximately \$0.10 per minute for long distance service through another provider; and

WHEREAS under the Embarq plan the city will pay approximately \$0.03 per minute with a three year agreement and will have additional savings by combining local and long distance service.

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, all documents necessary and proper to enter into an agreement with Embarq for long distance telephone service.

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

ADOPTED this the 3rd day of June, 2008.

\_\_\_\_\_  
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 Appointment and Reappointment to Regional Planning Commission

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

Agenda Form No.: AF-173-2008  
Work Session: June 2, 2008  
First Reading: June 3, 2008  
Final Adoption: June 3, 2008

Staff Work: Terrie Hilliard  
Presentation: Mayor Dennis Phillips

**Recommendation:**

Approve the Appointment and Reappointment.

**Executive Summary:**

To appoint Andrew Hall to the Regional Planning Commission to fill the expired term left by John Faust. This term shall begin August 30, 2008 and end on August 30, 2012. To reappoint Colette George to another four year term. This term shall begin June 30, 2008 and end on June 30, 2012.

**Attachments:**

1. Biography on Andrew Hall
2. Biography on Colette George

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

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

Andrew S. Hall  
253 Emory Church Road  
Kingsport, Tennessee 37664  
(423)323-5640

Andy Hall, a native of Kingsport and 1977 graduate of Dobyens Bennett High School, became the System Director of Community Affairs for Wellmont Health System in April 2006. As an experienced economic development executive, Hall previously worked as executive director of the Mount Rogers Development Partnership in Southwest Virginia. He also spent more than two decades on the staff of Kingsport Power/ American Electric Power, where he held numerous executive positions in engineering, marketing & customer service, key accounts, and economic development. Hall is a graduate of Tennessee Technological University, where he received a bachelor's degree in electrical engineering, and East Tennessee State University, where he earned a master's degree in business administration. He is a graduate of the Economic Development Institute at the University of Oklahoma and has completed economic development programs at the University of North Carolina and Virginia Tech University. He is presently a board member of Kingsport Tomorrow, Kingsport Chamber of Commerce, and the Tennessee Chamber of Commerce & Industry. Andy is married to his wife Tracie and have three boys ages 18, 16, and 10.

Colette George  
561 Brandonwood Road  
Kingsport, TN 37660

Born in Kingsport, Tennessee  
Graduated for Dobyns Bennett High School and Katharine Gibbs School

Married 22 years - Ron George  
Children - Josh George 19 at University of South Carolina  
Val George 17 at Dobyns Bennett High School  
Other Family - all interesting and many local

President of Blue Ridge Properties, Inc.  
Managing Broker of E. Center Street Office  
Licensed Broker in 1995  
Licensed Realtor in 1992  
CRB - Certified Real Estate Brokerage Manager  
CRS - Certified Residential Specialist  
GRI - Graduate Realtors Institute  
SRES - Senior Real Estate Specialist  
Multi-Million Dollar Producer

#### Current

Vice-Chair of Kingsport Convention and Visitors Bureau  
Charter Member of Rotary of Kingsport - Sunrise Club  
Member of Women Symphony Committee  
Member of DB Soccer Boosters  
Kingsport Planning Board  
State of Tennessee Notary Public

#### Past

Director of Northeast Tennessee Board of Realtors  
Secretary of Northeast Tennessee Board of Realtors  
Chair of Kingsport Realtor Committee  
Co-Chair of K-Play (Sports Council)  
Member of Junior League of Kingsport  
Board of Directors for Rascal's Teen Center  
Meals on Wheels Driver for 7 years

#### Current Memberships

Friends of Allandale  
Bays Mountain Park Association  
National Association of Realtors  
Tennessee Board of Realtors  
Northeast Tennessee Association of Realtors  
First Broad Street United Methodist Church



**AGENDA ACTION FORM**

**Consideration of an Ordinance to Appropriate the Funds to Enter Into an Agreement for Grant Funds With the Cherokee Preservation Foundation**

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

Agenda Form No.: AF 147-2008  
 Work Session: May 19, 2008  
 First Reading: May 20, 2008

Final Adoption: June 3, 2008  
 Staff Work: M. Baker/C. McCart  
 Presentation: Chris McCart

**BMA Strategic Plan 2005-2006**

(CV=Core Value, KSF=Key Success Factor, KSO = Key Strategic Objective)

**Recommendation:** Approve the Ordinance

**Executive Summary:**

The City of Kingsport has been working with the Eastern Band of the Cherokee Indians (EBCI) since work began on the riverfront redevelopment project in early 2007. During this time we have been fortunate to build a strong relationship with the EBCI regarding our efforts to redevelop portions of our riverfront as well as a renewed interest on their part towards the property owned by the Eastern Band, which is located on Long Island. Through this process we have discussed multiple partnership opportunities that both parties have agreed to pursue in more detail as this project advances. One of those opportunities we discussed early on has come to fruition in the form of a Cherokee Preservation Foundation Grant. This grant is a 50/50 matching grant, which can be matched with already budgeted staff time. The purpose of this grant is to focus on two things 1) Cherokee Art in Kingsport and for the Kingsport Riverwalk project, and 2) continued efforts towards planning EBC involvement in the Riverwalk project. The EBCI portion of the grant is \$5,000 (50%) with the City of Kingsport share at \$5,000 for a total of \$10,000. The Board is asked to approve a resolution authorizing the Mayor to sign all documents necessary to execute this grant and to approve a budget ordinance to setup the funding for this grant.

**Attachments:**

- 1. Resolution
- 2. Budget Ordinance

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