



## **AGENDA**

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

**Monday, April 6, 2015  
Council Room, 2<sup>nd</sup> Floor, City Hall, 4:30 p.m.**

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

Mayor Dennis R. Phillips, Presiding  
Vice Mayor Mike McIntire  
Alderman John Clark  
Alderman Colette George

Alderman Andy Hall  
Alderman Tom C. Parham  
Alderman Tom Segelhorst

#### **Leadership Team**

Jeff Fleming, City Manager  
Chris McCartt, Assistant City Manager for Administration  
Ryan McReynolds, Assistant City Manager for Operations  
J. Michael Billingsley, City Attorney  
Jim Demming, City Recorder/Chief Financial Officer  
David Quillin, Police Chief  
Craig Dye, Fire Chief  
Morris Baker, Community Services Director  
Lynn Tully, Development Services Director  
Tim Whaley, Community and Government Relations Director  
George DeCroes, Human Resources Director

1. Call to Order
2. Roll Call
3. PEAK Presentation – Seth Jervis
4. Land Bank Legislation – Lynn Tully
5. Work Session Tickler
6. Review of Items on April 7, 2015 Business Meeting Agenda
7. Adjourn

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



## Work Session Tickler April 6, 2015

### Special Projects

#### **Brickyard Park Ball Fields**

**David Mason**

Weather conditions have cooperated enough to begin making progress on the site again. Sod installation began on Tuesday March 31st and Field 3 should be completed by the end of the week. However, there is rain in the forecast for weekend which could interrupt progress on the sod.

The parking lot subgrade has been prepared and the binder course of asphalt will be completed this week. The brick planters are complete and concrete paving of the plaza is underway.

Work has continued on the concession stand with painting, trim work and casework installation. Concession equipment is scheduled for delivery starting on April 13th. All of the sports lighting has now been energized and is being tested and used for working after dark as needed.

Chris McCartt will provide an update to the Board at each meeting regarding progress, budget, etc. and will be available to answer questions as needed.

Brickyard Park 3/31/15



Concession Plaza 3/31/15



*Brickyard Park Ball Fields continued*

First Rolls of Sod Arrive 3/31/15



Sod Installation Begins on Field 3  
3/31/15



***Fire Training Ground***

The committee met and adjusted our needs to be able to accept the bid on the training tower and move forward with the project. One of our props has been delivered from Industry Dr. to the site. Burn cells that simulate rooms will be on site soon to do some training with no cost to the City. Future Plans are to add storage facilities, a classroom, several fire and rescue props, etc. These will be for vehicle extrication, special rescue, etc.

***Chief Dye***



***Carousel***

***Morris Baker***

Engage Kingsport, Inc. (a 501 (c) 3 nonprofit) is leading construction of the Roundhouse and gift shop buildings. They hold the contract with GRC who is the General Contractor. Once construction is completed, Engage Kingsport volunteers will be working to assemble to Carousel Frame inside the Roundhouse.

*Carousel continued*

Engage Kingsport has reported that a Certificate of Occupancy has been issued. All gears and bearing needing to be replaced on the Carousel Frame has been ordered and should arrive in a few weeks.

The 3<sup>rd</sup> annual Carousel Fine Craft Show and Brass Ring Gala hosted over 600 people during the March 20 – 22 weekend. Local and regional exhibitors were showcased, providing unique shopping opportunities for patrons – several exhibitors connected to local gallery representation. The Brass Ring Gala celebrated the completion of the Pal's Roundhouse and the animals/chariots and operator booth had their first full weekend in the beautiful building. All who attended commented on the excitement of the project, so near to completion. Several key sponsorships still remain but over the course of the weekend, \$10,500 were committed and this on top of the successful completion of the Kickstarter with a \$25,000 goal. Work on the frame will begin soon. Project coordinators are working with IT and HR for security/connectivity as well as personnel.



Engage Kingsport has updated their timeline for opening of the Carousel: 5/15 floor install - takes 2 days; 5/20-5/27 - Carlin Flooring sand, finish & cure – twice - takes 1 week; 5/27 - install platform animals, mount sweep animals in rafters – takes 1 week; 6/2 is the targets for safety inspections and state inspections; soft openings during the time from 6/2 through 7/25; and 7/25 official Grand Opening



**WTP Raw Water Transmission and Intake Replacement Design**

**Niki Ensor**

Engineer: CDM Smith **Tunnel Alignment** (right)

Construction Schedule:  
March 2015 – January 2017

Project Update:  
Plans and specifications have been approved.  
Invitation to bid was published on March 25, 2015. Bids will be received until April 30, 2015 at 4:00 p.m.



**Legal**

**Risk Management**

**Terri Evans**

**Kingsport Employee Wellness**

The Kingsport Employee Wellness Center opened 6/26/13. Calendar year 2014 utilization is 95.5%, and of those, 55.2% were active employees, 4.6% were retirees, 35.5% were dependents, 0.3% were Workers Compensation visits, 0.2% were extended patient visits, and 4.2% were no-shows. Our no-show target is below 5%.

Beginning January, 2015, the school system became self-funded, allowing their employees to utilize the Kingsport Employee Wellness Center. There are more than 72 hours available for 20 minute appointments, including Saturdays, to serve both the school department and the general government employees, with additional hours in upcoming weeks as part-time providers can be scheduled. Utilization January 2 through March 30, 2015, is 101.9%, and of those, 27.1% were government active, 26.8% were school active, 2.4% were government retirees, 2.6% were school retirees, 16.6% were government dependents, 18.6% were school dependents, .4% were extended patient visits, .1% were workers' compensation visits and 5.4% were no-shows. We believe the increased no-show number is due in large part to the weather. Utilization increases with the inclusion of new members as they are asked to make two, back-to-back appointments for their initial visit. Utilization does appear to be leveling out, and we are keeping a close eye on appointment availability to adjust hours as necessary.

**Sourmash Property**

**Joe May**

Service of Notice was completed on the only known living heir who lives in Illinois. I have been in contact with her daughter who is a senior partner in a Chicago law firm. If details of an appearance by foreign counsel in a Tennessee proceeding can be worked out, perhaps an Agreed Judgment might be entered which would eliminate the procedural time periods required.

**Worker's Compensation**

**Terri Evans**

Workers compensation reports are provided at the second meeting of the month.

**Budget Office**

**Judy Smith**

***Financial Comments***

Local Option Sales Tax revenue for the month of January was \$1,309,305 which was \$95,351 over budget and \$165,620 above last year's actual. The Year to Date Total is \$222,071 over budget and \$652,208 over last year which is a 7.02% increase over last year's actual for the second quarter.

Property tax collection through February 28 is 96 % of the billed amount. Based on historical data, we budget at 97% collectible and we have received 99% of the amount budgeted.



## **AGENDA**

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

#### **BUSINESS MEETING**

**Tuesday, April 7, 2015**

**Large Courtroom – 2<sup>nd</sup> Floor, City Hall**

**7:00 p.m.**

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

Mayor Dennis R. Phillips, Presiding  
Vice Mayor Mike McIntire  
Alderman John Clark  
Alderman Colette George

Alderman Andy S. Hall  
Alderman Tom C. Parham  
Alderman Tom Segelhorst

#### **City Administration**

Jeff Fleming, City Manager  
Chris McCartt, Assistant City Manager for Administration  
Ryan McReynolds, Assistant City Manager for Operations  
J. Michael Billingsley, City Attorney  
James Demming, City Recorder/Chief Financial Officer  
David Quillin, Police Chief  
Craig Dye, Fire Chief  
Morris Baker, Community Services Director  
Lynn Tully, Development Services Director  
Tim Whaley, Community & Government Relations Director  
George DeCroes, Human Resources Director

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

**II.A. PLEDGE OF ALLEGIANCE TO THE FLAG** – The New Vision Youth

Revised **II.B. INVOCATION**

**III.A. ROLL CALL**

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

1. Police Officer Recognition – Chief Quillin

**V. APPROVAL OF MINUTES**

1. Work Session – March 16, 2015
2. Business Meeting – March 17, 2015
3. Called Business Meeting – March 18, 2015

**VI. COMMUNITY INTEREST ITEMS**

**A. PUBLIC HEARINGS**

1. Amend the Zoning Ordinance to Require that New Development and Redevelopment in Downtown Kingsport be in Harmony with the Traditional Character of Downtown (AF: 71-2015) (Justin Steinmann)
  - Public Hearing
  - Ordinance – First Reading
2. Amend the Zoning Ordinance to Permit Food Processing and Packaging Facilities by Right in the MX Zone, and to Delete Special Exceptions Language in the MX Zone (AF: 74-2015) (Justin Steinmann)
  - Public Hearing
  - Ordinance – **Second Reading and Final Adoption**

Added

**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. Amend the FY 2015 General Purpose School Fund Budget (AF: 83-2015) (David Frye)
  - Ordinance – First Reading

**C. BUSINESS MATTERS REQUIRING FINAL ADOPTION**

1. Amend Zoning Code to Require Signature with Seal on Preliminary Zoning Development Plans (AF: 45-2015) (Curtis Montgomery)
  - Ordinance – **Second Reading and Final Adoption**
2. Annex/ Amend Zoning of the Ridgecrest Annexation and Consideration of a Resolution Adopting the Plan of Services (AF: 53-2015) (Corey Shepherd)
  - Ordinance – Annexation – **Second Reading and Final Adoption**
  - Ordinance - Zoning – **Second Reading and Final Adoption**
3. Amend the FY15 Operating Budgets and Various Projects (AF: 64-2015) (Jeff Fleming)
  - Ordinance – **Second Reading and Final Adoption**

**D. OTHER BUSINESS**

1. Approving an Acknowledgement with Eastman Chemical Company Pertaining to Monitoring Wells Located on Cattails Golf Course (AF: 73-2015) (Jeff Fleming)
  - Resolution
2. Awarding the Bid for the Purchase of One (1) Backhoe to ASC Construction Equipment, Inc. (AF: 67-2015) (Chris McCartt, Ryan McReynolds, Steve Hightower)
  - Resolution
3. Awarding the Bid for the Construction of the Fire Training Simulator to Armstrong Construction (AF: 72-2015) (Scott Boyd, David Mason, Sandy Crawford)
  - Resolution
4. Award Bid for Construction of the Rotherwood Greenbelt Project (AF: 77-2015) (Bill Albright, Michael Thompson)
  - Resolution
5. Approving an Amendment to the Lease Agreement with Alex Stratton (AF: 76-2015) (Lynn Tully)
  - Resolution
6. Approving a Plan to Create an Adventure Tourism District (AF: 75-2015) (Lynn Tully)
  - Resolution
7. Awarding Bid for Installation of Emergency Generator and Bypass Pumps at Sewer Lift Stations to W&O Construction Company (AF: 82-2015) (Ryan McReynolds)
  - Resolution
8. Amendment of the Annual Operating Agreement with Downtown Kingsport Association to Include Maintenance of Christmas Street Lighting Decorations (AF: 79-2015) (Lynn Tully)
  - Resolution
9. Resolution Accepting the Donation of Property at the Riverbend Development from First Southeast Development (AF: 80-2015) (Lynn Tully)
  - Resolution
10. Approve Change Order to Roadscapes Interchange Beautification Project (AF: 78-2015) (Bill Albright, Michael Thompson)
  - Resolution

**E. APPOINTMENTS**

None

**VII. CONSENT AGENDA**

None

**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, March 16, 2015, 4:30 PM  
Council Room – City Hall

PRESENT: Board of Mayor and Aldermen

Mayor Dennis Phillips	
Vice-Mayor Mike McIntire	Alderman Andy Hall
Alderman John Clark	Alderman Tom C. Parham
Alderman Colette George	Alderman Tom Segelhorst

City Administration

Jeff Fleming, City Manager  
J. Michael Billingsley, City Attorney  
James H. Demming, City Recorder

1. **CALL TO ORDER:** 4:30 p.m. by Mayor Phillips.
2. **ROLL CALL:** By Deputy City Recorder Marshall.
3. **ROAD PRESENTATION.** Streets and Sanitation Manager Ronnie Hammonds gave details on pot-hole repairs since the recent bad weather. Assistant City Manager for Operations Ryan McReynolds then gave a presentation on the status of several road projects.

*NOTE: Item VI.B.1 from the regular business meeting agenda was discussed at this time. The regular work session agenda resumed thereafter.*

4. **WORK SESSION TICKLER.** Assistant City Manager for Administration Chris McCartt stated construction crews are pumping water off of the field at Brickyard Park and he is unsure when the equipment will be able to return. Morris Baker commented on the upcoming Carousel gala at the Farmer's Market. Alderman George added there will be a craft show over the weekend as well. City Manager Fleming discussed the Fire Training Ground and how the cost for the health care clinic is divided with the school system. Alderman Segelhorst commented on safety.

5. **REVIEW OF AGENDA ITEMS ON THE MARCH 17, 2015 REGULAR BUSINESS MEETING AGENDA.** City Manager Fleming, members of staff and community members gave a summary or presentation for each item on the proposed agenda. Those items the Board discussed at greater length or which received specific questions or concerns included:

**VI.B.1 Amend the FY15 Operating Budgets and Various Projects** (AF: 64-2015). City Manager Fleming provided details on these transfers, noting the funding for East Sullivan Street widening and paving of Church Circle, as well as the emergency order for salt due to the weather. Assistant City Manager Reynolds gave further details on the impact of the recent weather.

**Minutes of the Regular Work Session of the Board of Mayor and Aldermen of Kingsport, Tennessee, Monday, March 16, 2015**

**VI.A.1 Amend Zoning Code to Require Signature with Seal on Preliminary Zoning Development Plans (AF: 45-2015).** Planning Intern Curtis Montgomery presented this item and Development Services Director Lynn Tully provided further details on the requirements.

**VI.A.3 Annex/Amend Zoning of the Ridgecrest Annexation and Consideration of a Resolution Adopting the Plan of Services (AF: 53-2015).** City Planner Shepherd gave a presentation on this item, noting this request fits within the annexation policy.

**VI.D.2 Applying for Fiscal Year 15/16 Emergency Solutions Grant (ESG) Funds (AF: 62-2015).** Development Services Director Lynn Tully gave details on this item, stating it was an entitlement grant in which the city has a history of receiving each year.

**VI.D.4 Release for Property Damage to Dobyys-Bennett High School (AF: 58-2015).** City Manager Fleming provided information on this item, noting a contractor hit a sprinkler causing \$6,000 in damage. Alderman Segelhorst pointed out one person was also hurt.

**VI.D.6 Lease Agreement with Tri-Cities Farmers' Association for Retail Marketing for April 1 through December 15, 2015 (AF: 66-2015).** City Manager Fleming noted the biggest difference in this new agreement is the addition of the advisory committee.

**VI.D.9 Award of Bid to Thomas Construction Company, Inc. for Sullivan Street Roadway Improvements Phase 2 Project (AF: 52-2015).** City Manager Fleming stated the project would start at Hammond Avenue and go to Church Circle. Alderman Segelhorst pointed out that FunFest may be affected.

**BOARD COMMENT.** None.

**PUBLIC COMMENT.** Several citizens spoke on behalf of the Lynn View Community Center and the benefits it provides and requested the hours of operation be increased. Ms. Jeannie Bourne commented on using ice cleats during inclement weather.

**8. ADJOURN.** Seeing no other matters presented for discussion at this work session, Mayor Phillips adjourned the meeting at 6:10 p.m.

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ANGELA MARSHALL  
Deputy City Recorder

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DENNIS R. PHILLIPS  
Mayor

Minutes of the Regular Business Meeting of the  
Board of Mayor and Aldermen of the City of Kingsport, Tennessee  
Tuesday, March 17, 2015, 7:00 PM  
Large Court Room – City Hall

PRESENT:

Board of Mayor and Aldermen

Mayor Dennis R. Phillips, Presiding  
Alderman John Clark  
Alderman Colette George  
Alderman Andy Hall

Vice-Mayor Mike McIntire  
Alderman Tom C. Parham  
Alderman Tom Segelhorst

City Administration

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

- I. **CALL TO ORDER:** 7:00 p.m., by Mayor Dennis R. Phillips.
- II.A. **PLEDGE OF ALLEGIANCE TO THE FLAG:** Sam Jones.
- II.B. **INVOCATION:** Senior Pastor Mickey Rainwater – First Broad Street United Methodist Church.
- III. **ROLL CALL:** By City Recorder Demming. All Present.
- IV. **RECOGNITIONS AND PRESENTATIONS.**
  1. Tri-Cities Military Affairs Council Check Presentation for Veteran's Memorial – Ernie Rumsby.
- V. **APPROVAL OF MINUTES.**

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

- A. March 3, 2015 Regular Work Session
- B. March 3, 2015 Regular Business Meeting

Approved: All present voting "aye."

VI. **COMMUNITY INTEREST ITEMS.**

A. **PUBLIC HEARINGS.**

1. **Amend Zoning Code to Require Signature with Seal on Preliminary Zoning Development Plans (AF: 45-2015) (Curtis Montgomery).**

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

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, March 17, 2015**

Motion/Second: McIntire/George, to pass:

**ORDINANCE NO. 6469**, AN ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, SECTION 114-104(3) BY ADDING THE REQUIREMENT THAT PRELIMINARY PLANS BE SIGNED AND SEALED BY A REGISTERED ENGINEER, ARCHITECT OR LAND SURVEYOR, AS LICENSED BY STATE LAW

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

**2. Annexation Annual Plan of Services Report** (AF: 54-2015)  
(Corey Shepherd). City Planner Corey Shepherd gave a presentation on this item.

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

**3. Annex/Amend Zoning of the Ridgecrest Annexation and Consideration of a Resolution Adopting the Plan of Services** (AF: 53-2015)  
(Corey Shepherd).

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

Motion/Second: McIntire/Parham, to pass:

**ORDINANCE NO. 6470**, AN ORDINANCE TO ANNEX THAT CERTAIN TERRITORY ADJOINING THE PRESENT CORPORATE BOUNDARIES OF THE CITY OF KINGSPORT, EMBRACING THAT CERTAIN PART OF THE 11<sup>th</sup> CIVIL DISTRICT OF SULLIVAN COUNTY, TENNESSEE, AND KNOWN AS THE RIDGECREST 2 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 second reading in a roll call vote: Clark, George, Hall, McIntire, Parham, Segelhorst and Phillips voting "aye."

Motion/Second: McIntire/George, to pass:

**ORDINANCE NO. 6471**, AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY ADJACENT TO RIDGECREST AVENUE FROM R-1, SINGLE FAMILY RESIDENTIAL DISTRICT TO R-1B, SINGLE FAMILY RESIDENTIAL IN THE 11<sup>th</sup> CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

Motion/Second: Parham/Clark, to pass:

**Resolution No. 2015-141**, A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE RIDGECREST ANNEXATION OF THE CITY OF KINGSPORT, TENNESSEE

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, March 17, 2015**

**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. Amend the FY15 Operating Budgets and Various Projects**  
(AF: 64-2015) (Jeff Fleming).

Motion/Second: Hall/George, to pass:

AN ORDINANCE TO AMEND THE GENERAL FUND PROJECTS, DEMOLITION LANDFILL PROJECT FUND AND GENERAL FUND BUDGETS BY TRANSFERRING FUNDS TO VARIOUS PROJECTS FOR THE YEAR ENDING JUNE 30, 2015; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

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

**1. Amend the FY15 Operating Budgets and Various Projects**  
(AF: 55-2015) (Jeff Fleming).

Motion/Second: George/Parham, to pass:

**ORDINANCE NO. 6472**, AN ORDINANCE TO AMEND THE WATER PROJECT FUND, GENERAL FUND PROJECTS, STATE STREET AID FUND AND GENERAL FUND BUDGETS BY TRANSFERRING FUNDS TO VARIOUS PROJECTS FOR THE YEAR ENDING JUNE 30, 2015; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**D. OTHER BUSINESS.**

**1. Amend the Agreement with Prairie Farms Dairy to Renew for an Additional Year** (AF: 57-2015) (Jennifer Walker).

Motion/Second: Segelhorst/McIntire, to pass:

**Resolution No. 2015-142**, A RESOLUTION APPROVING AN ADDENDUM TO THE AGREEMENT WITH PRAIRIE FARMS DAIRY FOR DAIRY ITEMS FOR THE KINGSFORT CITY SCHOOL NUTRITION SERVICES; AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE ADDENDUM; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE ADDENDUM

Passed: All present voting "aye."

**2. Applying for Fiscal Year 15/16 Emergency Solutions Grant (ESG) Funds** (AF: 62-2015) (Lynn Tully).

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen of the City of Kingsport, Tennessee, Tuesday, March 17, 2015**

Motion/Second: George/Hall, to pass:

**Resolution No. 2015-143**, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO RECEIVE EMERGENCY SOLUTIONS GRANT FUNDING, FOR FISCAL YEAR 2016, FROM THE TENNESSEE HOUSING DEVELOPMENT AGENCY

Passed: All present voting "aye."

**3. Reimbursement of Materials Agreement Funds to Danny Karst for Edinburgh Phase 5 (AF: 59-2015) (Ryan McReynolds).**

Motion/Second: Segelhorst/Parham, to pass:

**Resolution No. 2015-144**, A RESOLUTION AUTHORIZING REIMBURSEMENT OF MATERIALS AGREEMENT FUNDS TO DANNY KARST FOR EDINBURGH PHASE 5

Passed: All present voting "aye."

**4. Release for Property Damage to Dobyns-Bennett High School (AF: 58-2015) (Mike Billingsley).**

Motion/Second: Hall/George, to pass:

**Resolution No. 2015-145**, A RESOLUTION APPROVING A PROPERTY DAMAGE-LIABILITY RELEASE FROM TRAVELERS INSURANCE FOR PROPERTY DAMAGE TO DOBYNS BENNETT HIGH SCHOOL THAT OCCURRED ON JANUARY 29, 2015, AND AUTHORIZING THE MAYOR TO EXECUTE THE PROPERTY DAMAGE-LIABILITY RELEASE AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE RELEASE

Passed: All present voting "aye."

**5. Transfer Agreement with the United State of America, Federal Aviation Administration (AF: 65-2015) (Mike Billingsley).**

Motion/Second: Segelhorst/Hall, to pass:

**Resolution No. 2015-146**, A RESOLUTION APPROVING AN AGREEMENT WITH THE UNITED STATES OF AMERICA, DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION FOR THE TRANSFER OF THE RETAINING WALL, CERTAIN EQUIPMENT AND A FENCE LOCATED ON BAYS MOUNTAIN, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

**6. Lease Agreement with Tri-Cities Farmers' Association for Retail Marketing for April 1 through December 15, 2015 (AF: 66-2015) (Morris Baker).**

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, March 17, 2015**

Motion/Second: George/Hall, to pass:

**Resolution No. 2015-147**, A RESOLUTION APPROVING A LEASE WITH THE TRICITIES FARMERS' ASSOCIATION FOR RETAIL MARKETING, AND AUTHORIZING THE MAYOR TO EXECUTE THE LEASE AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE LEASE

Passed: All present voting "aye."

**7. ~~Awarding the Bid for the Purchase of One (1) Backhoe to Nortrax, Inc.~~** (AF: 67-2015) (Steve Hightower). This agenda item was withdrawn.

**8. Awarding the Bid for the Purchase of One (1) Skid Steer Loader to Bobcat of the Mountain Empire, Inc.** (AF: 68-2015) (Steve Hightower).

Motion/Second: Hall/Segelhorst, to pass:

**Resolution No. 2015-148**, A RESOLUTION AWARDED THE BID FOR THE PURCHASE OF ONE SKID STEER LOADER TO BOBCAT OF THE MOUNTAIN EMPIRE, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

Passed: All present voting "aye."

**9. Award of Bid to Thomas Construction Company, Inc. for Sullivan Street Roadway Improvements Phase 2 Project** (AF: 52-2015) (Ryan McReynolds).

Motion/Second: McIntire/Parham, to pass:

**Resolution No. 2015-149**, A RESOLUTION AWARDED THE BID FOR THE SULLIVAN STREET ROAD IMPROVEMENT PHASE 2 PROJECT TO THOMAS CONSTRUCTION AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

**10. Amend the Current TDOT Contract for the Tennessee Roadscapes Interchange Landscaping Project** (AF: 69-2015) (Bill Albright/Michael Thompson).

Motion/Second: Segelhorst/Parham, to pass:

**Resolution No. 2015-150**, A RESOLUTION APPROVING AN AMENDMENT TO THE AGREEMENT WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

Passed: All present voting "aye."

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, March 17, 2015**

**E. APPOINTMENTS/REAPPOINTMENTS.**

**1. Appointment to the Kingsport Higher Education Commission**  
(AF: 63-2015) (Mayor Phillips).

Motion/Second: McIntire/Clark, to approve:

APPOINTMENT OF MR. TIM ATTEBERY TO SERVE A FOUR-YEAR TERM ON THE **KINGSPORT HIGHER EDUCATION COMMISSION** EFFECTIVE IMMEDIATELY AND EXPIRING ON MARCH 31, 2019. THIS APPOINTMENT WILL REPLACE THE EXPIRED TERM OF MR. CHARLIE FLOYD.

Passed: All present voting "aye" except Hall "abstaining."

**VII. CONSENT AGENDA.** None.

**VIII. COMMUNICATIONS.**

**A. CITY MANAGER.** Mr. Fleming provided details on the work session discussion regarding Rock Springs Road and the funding for improvements since it is a state route.

**B. MAYOR AND BOARD MEMBERS.** Alderman Hall expressed his appreciation to city employees for their work during the weather. Alderman George gave information on the upcoming Brass Ring Gala fundraiser for the Carousel. She also provided the number for pot-hole repair and asked Ryan McReynolds to discuss the appropriate places for campaign signs. Alderman Segelhorst encourage everyone to contribute to the Carousel Kickstarter Campaign as they have not yet met their goal. He also commented favorably on the recent annual reports from the Fire Department, the Downtown Kingsport Association and the Young Professionals. Alderman Clark gave details on other items from the work session, including pot-holes, the buy local campaign to help small business and the final phase of the veteran's memorial. He also commented that Kingsport was going to be used as a role model for the recent health initiative from the Governor's office and thanked everyone involved in this effort. Alderman Parham pointed out the Keep Kingsport Beautiful has received national recognition and first for place for cities of around 50,000 population. Vice-Mayor McIntire wished everyone a happy Saint Patrick's Day. Mayor Phillips commented on the Dobyns Bennett band playing at Carnegie Hall, stating he hopes it wasn't a once in a lifetime event. The mayor commented on the recent outstanding Rotary Convention and thanked the police for their regular presence at the BMA meetings.

**C. VISITORS.** None.

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, March 17, 2015**

**IX. ADJOURN.** Seeing no other business for consideration at this meeting, Mayor Phillips adjourned the meeting at 8:25 p.m.

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ANGELA MARSHALL  
Deputy City Recorder

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DENNIS R. PHILLIPS  
Mayor

Minutes of the Called Business Meeting of the  
Board of Mayor and Aldermen of the City of Kingsport, Tennessee  
Wednesday, March 18, 2015, 10:00 AM  
Council Room – City Hall

PRESENT:

Board of Mayor and Aldermen

Mayor Dennis R. Phillips, Presiding  
Alderman John Clark  
Alderman Colette George  
Alderman Andy Hall

Vice-Mayor Mike McIntire  
Alderman Tom C. Parham  
Alderman Tom Segelhorst

City Administration

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

- I. **CALL TO ORDER:** 10:00 a.m., by Mayor Dennis R. Phillips.
- II. **ROLL CALL:** By City Recorder Demming. All Present.
- III. **Contribution, if Needed, to KEDB for Economic or Industrial Development, including the Acquisition and Preparation of Property and Authorizing One or More Agreements Pertaining to the Same (AF: 70-2015) (Jeff Fleming).** Mr. Clay Walker of NETWORKS gave a presentation on this project, Project SNACK, and thanked everyone who was involved during the process. He noted the new facility will serve as U.S. Headquarters for Pure Foods Corporation. Mr. Walker further stated this will be a 22 million dollar investment, will create 273 jobs and will have a high multiplier effect on the local economy. All of the board members expressed strong support to move forward. City Manager Fleming noted this was a contingent contribution.

Motion/Second: Clark/Hall, to pass:

**Resolution No. 2015-151**, A RESOLUTION AUTHORIZING A CONTRIBUTION TO THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSFORT, TENNESSEE (KEDB) FOR ECONOMIC OR INDUSTRIAL DEVELOPMENT PURPOSES, INCLUDING THE ACQUISITION AND PREPARATION OF PROPERTY FOR SUCH PURPOSES; AUTHORIZING SUCH AGREEMENTS AS MAY BE NEEDED TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION; EXPRESSING THE INTENT OF THE BOARD TO ESTABLISH ONE OR MORE PROJECT ACCOUNTS IN AN ORDINANCE APPROPRIATING FUNDS TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION, IF NEEDED; AND TO FIX THE EFFECTIVE DATE OF THIS RESOLUTION

Passed: All present voting "aye."

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Wednesday, March 18, 2015**

**VIII. COMMUNICATIONS.**

**A. VISITORS.** None.

**IX. ADJOURN.** Seeing no other business for consideration at this meeting, Mayor Phillips adjourned the meeting at 10:30 a.m.

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ANGELA MARSHALL  
Deputy City Recorder

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DENNIS R. PHILLIPS  
Mayor



**AGENDA ACTION FORM**

**Amend the Zoning Ordinance to Require that New Development and Redevelopment in Downtown Kingsport be in Harmony with the Traditional Character of Downtown**

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

Action Form No.: AF-71-2015  
 Work Session: April 6, 2015  
 First Reading: April 7, 2015  
 Final Adoption: April 21, 2015  
 Staff Work By: Justin Steinmann  
 Presentation By: Justin Steinmann

**Recommendation:**

- Hold public hearing
- Approve ordinance amending Chapter 114, Articles III, IV, and VI of Kingsport’s Zoning Code to require that new development and redevelopment in downtown Kingsport be in harmony with the traditional character of downtown.

**Executive Summary:**

This zoning text amendment (ZTA) proposes amendments to the B-2 zone, including changes to permitted uses; new requirements regarding drive-throughs, windows, cladding, mechanical equipment and sidewalks; updated signage requirements; more flexible parking requirements; and parking lot screening requirements. During their March 2015 regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation to approve this zoning text amendment to the Board of Mayor and Aldermen. The Notice of Public Hearing was published on March 23, 2015.

**Attachments:**

1. Notice of Public Hearing
2. Zoning Text Amendment in Ordinance Format
3. Staff Report

	Y	N	O
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

## **NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN to all citizens of the City of Kingsport, Tennessee, to all persons interested, and the public at large that the City of Kingsport Board of Mayor and Aldermen will conduct a Public Hearing during its regular business meeting on Tuesday, April 7, 2015 to consider amending the Code of Ordinances to require that new development and redevelopment in downtown Kingsport be in harmony with the traditional character of downtown. The regular business meeting will begin at 7:00 p.m. in the large courtroom located on the second floor of City Hall, at 225 W. Center Street, Kingsport, Tennessee.

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

CITY OF KINGSPORT  
Angie Marshall, Deputy City Clerk  
P1T: 3/23/15

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

AN ORDINANCE TO FURTHER AMEND THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, CHAPTER 114, ARTICLES III, IV, AND VI; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That Article III, Section 114-194. - B-2 Central Business District, City of Kingsport, Tennessee is amended by deleting the entire section and substituting in its place the following:

- (a) *Principal uses.* Principal uses permitted in the B-2, Central Business District are as follows:
- (1) Establishments retailing goods and merchandise such as food, groceries, clothing, hardware, toiletries, furniture and furnishings, gasoline, meals, vehicles, boats, trailers, jewelry, appliances and similar items.
  - (2) Financial offices.
  - (3) Residential, except single-family detached dwellings.
  - (4) Establishments for the sale or provision of personal appearance or care, finance, insurance, real estate, clothing and goods repair, offices, printing, parking, entertainment, recreation, hotels, motels, educational institutions, food and drink, brewpubs, craft breweries, distilleries, wineries.
  - (5) On-premises and off-premises alcoholic beverage sales.
- (b) *Accessory uses.* Accessory uses which are accessory, incidental and subordinate to principal uses are permitted in the B-2 district as follows: wholesaling, warehousing and light industry when accessory and incidental to a retailing or service activity. Storage is permitted when accessory and incidental to a residential use.

*Special exceptions.* Special exceptions are permitted only with the approval of the board of zoning appeals and are allowed in the B-2 district as follows: communication facilities and facilities with drive-throughs with a weekday peak hour volume of 30 vehicles or greater per 1000 square feet (per the 8<sup>th</sup> edition ITE Traffic Generation Manual), as measured for the entire site.

*Prohibited uses.* Uses prohibited in the B-2 district are as follows:

- (1) Land intensive uses, as opposed to people intensive uses, such as industry and manufacturing.
  - (2) Truck terminals and freight yards.
  - (3) Outdoor and land intensive recreation such as drive-in theaters, car dealerships, racetracks, scrap yards or junkyards, lumberyards, animal hospitals and boarding facilities, stockyards and flour mills, and ministorage facilities.
- (e) *Dimensional requirements.* The minimum and maximum dimensional requirements for the B-2 district are as follows:
- (1) *Minimum requirements.* No requirements are applicable to this district.
  - (2) *Maximum permitted.*

(a) *Setbacks.* Structures housing principal uses shall be built to the front property line for at least 75% of the building frontage. For structures on corner lots, both street frontages shall be considered front property lines for purposes of these requirements. Buildings must provide a primary building entry at the front property line.

(b) *Building Height.* Building height shall not exceed 74 feet as measured from grade to the top of the roof structure, excluding parapet walls or cornices.

(f) *Design Requirements.*

- (1) *Fenestration.* The percentage of openings for glass fenestration on the first floor is required to be a minimum of 30% of the total façade area from finish floor line to finish floor line. Institutional uses may reduce this requirement upon demonstrating that a hardship exists due to programming or structural uses that would preclude meeting the requirement.
- (2) *Cladding.* Building materials for areas visible from street right-of-way shall consist of brick, architectural block, plate glass, and precast concrete panels. Accent materials may include stucco or EIFS, stone, wood, and architectural metal. Pre-engineered metal, painted or natural concrete block, composite building materials, and vinyl siding are prohibited.
- (3) *Concealed Equipment.* The following shall be located or screened so as not to be visible from any street right-of-way, excluding alleys: air conditioning compressors, window and wall air conditioners, dumpsters, electrical and utility meters, irrigation and pool pumps, permanent barbecues, satellite antennae, utility appurtenances, mechanical rooftop equipment or ventilation apparatus.
- (4) *Drive-throughs.* Facilities with drive-throughs with a weekday peak hour volume of 30 vehicles or greater per 1000 square feet (per the 8<sup>th</sup> edition ITE Traffic Generation Manual), as measured for the entire site, are permitted only as special exceptions by the board of zoning appeals. Drive-throughs must be accessed via alleys or side streets. For purposes of this section side streets include all downtown streets except the following streets: Center Street, Main Street, Market Street, Broad Street, Sullivan Street, and Clinchfield Street. Facilities with drive-throughs with a weekday peak hour volume of 30 vehicles or less per 1000 square feet (per the 8<sup>th</sup> edition ITE Traffic Generation Manual), as measured for the entire site, should take their access via an alley or side street if possible.
- (5) *Sidewalks and Streetscapes.* If a master plan containing sidewalk and/or streetscape recommendations has been adopted by the Board of Mayor and Aldermen for an area, sidewalk or streetscape improvements proposed as part of new development or redevelopment shall be required to comply with said recommendations.

(f) *Signs.*

- (1) *Freestanding Signs.* Freestanding signs are permitted only for existing buildings with a setback from the front property line of ten feet or greater. Freestanding signs must be monument signs, not to exceed eight feet in height, including the sign base. Maximum sign square footage shall not exceed 50 square feet, with no more than 25 square feet per side. Sign bases should be constructed of brick, stone, or other durable materials.
- (2) *Wall Signs.* Single-tenant businesses and multitenant centers are permitted wall signs equivalent to one percent of the business's building ground coverage area up to 100 square feet total signage. Businesses having less than 5,000 square feet area may utilize up to 50 square feet of signage.
- (3) Murals and banners shall not be permitted in the B-2 district, except as approved by the board of mayor and aldermen.

- (4) Electronic message boards are prohibited in the B-2 district.
- (5) *Blade Signs*. Blade signs are encouraged and a blade sign not exceed six (6) square feet can be provided in addition to wall signage on any façade that has a sidewalk or entrance. One blade sign per exterior wall is permitted. A blade sign is an ornamental rod extending perpendicular from the building with a hanging sign suspended from it at a 90 degree angle from building face and street right-of-way. Blade signs shall be placed a minimum of nine (9) feet above sidewalk level to the bottom of the blade sign. Text and graphics on either or both ends of an awning that are oriented perpendicular to the building face for pedestrian view and are no more than six (6) square feet may be provided in lieu of a blade sign.

(g) *Parking*.

(1) *Non-residential uses*. No parking is required for non-residential uses. Any parking lot with ten (10) or more spaces must meet the landscape requirements of Section 114-600(D). Parking lot landscaping requirements may be reduced if enhancements to sidewalks, streetscapes, or parking lot screening are proposed by the property owners.

(2) *Residential uses*. Residential uses in the B-2 of less than 25 units are not required to provide parking. New construction or renovation of an existing building that results in the construction of 25 or more residential units shall provide 1.5 spaces per unit, either:

(a) Onsite.

(b) Within 1250 feet of the development site through a written arrangement with the external site's property owner or lessee, a copy of which must be filed with the Planning Division and verified annually; this may include shared parking arrangements;

(3) *Screening*. Parking at grade must be located behind a building and screened from view by the building. If it is determined by the Planning Division that this requirement cannot be met, parking may be located to the side of the building. In no case excepting existing surface parking for existing buildings shall surface parking be located between the front of the building and the street. Surface parking adjacent to any street right-of-way must be screened with a wrought iron style fence with a minimum height of four feet or a planted buffer at least five feet wide. Support piers for the fence must be constructed of brick or other masonry materials; painted or natural concrete block is prohibited. The planted buffer shall be planted with a minimum of one canopy tree and six shrubs per 25 feet of street right-of-way frontage. Reductions in planting requirements and buffer width may be requested due to site conditions, including limited space on site or screening being available through other means. Alleys are not required to be screened.

SECTION II. That Article IV, Section 114-533. - On-Premises Signs of the Code of Ordinances, City of Kingsport, Tennessee is amended by deleting paragraph 7 and substituting in its place the following:

See Section 114-194.

SECTION III. That Section 114-535. – Electronic Message Board Signs of the Code of Ordinances, City of Kingsport, Tennessee is amended by deleting the first and second paragraphs and substituting in their place the following:

Except as otherwise provided in this section, electronic message boards are allowed only in the following zoning districts: B-3, General Business District, BC, Business Conference Center Districts, B-4P, Planned Business Districts, and TA, Tourist Accommodation Districts as follows:

- (1) Only one freestanding electronic message board to convey information by words, letters, or still pictures shall be permitted for each development, provided that at least one parcel within the development has a minimum frontage of 150 feet and the electronic message board sign is mounted along the parcel front.

SECTION IV. That Article VI, Section 114-563. – General Standards for Parking of the Code of Ordinances, City of Kingsport, Tennessee is amended by deleting paragraph 3, Central Business District Parking, in its entirety.

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

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



Introduction:

In an effort to adapt the city zoning code to better serve the evolving needs of downtown, the Kingsport Planning Division has commenced work on a downtown master plan. As part of the planning process, staff have been evaluating the B-2 zone, which covers downtown. After a preliminary evaluation it was determined that the existing B-2 zone as written is extremely flexible, with very little language that dictates what form buildings or parking should take on a site. Traditionally many downtowns, including Kingsport's, were constructed with a built form that is considerably different than what one might experience driving down a newer commercial corridor. Buildings are typically multi-story and mixed-use, built to the street with little to no on-site parking. Adjacent buildings are connected. Signage is typically on the building. Cladding materials are masonry or other durable materials. Wide sidewalks with trees, street furniture and other amenities are typically present. These and other elements help to provide downtown the heart of the City, with a unique character that differentiates it from much of the rest of the Kingsport.

One planned outcome of the downtown master plan would be a series of recommendations for changes to zoning. In the interim, however, staff felt that it was important to make interim changes to the B-2 zone that would help to protect the traditional character of downtown by examining some of the characteristics that make downtown distinctive and then codifying those characteristics to the extent possible. A summary of the proposed changes is below. It is important to note that staff recognizes that portions of downtown further from the core (Food City and vicinity, areas east of Cumberland Avenue) do have a different character than the heart of downtown. Staff plans to return at a subsequent Planning Commission meeting with a stepped-down version of these proposed changes that would apply to some of the aforementioned outlying areas of downtown.

The text provided below is still awaiting final review by the city attorney. If changes are made to the text as provided staff will provide an updated copy of the proposed changes at the work session.

Presentation:

The wording proposed for modifications to the B-2 zone is below.

Key points:

1. Single-family detached dwellings, animal boarding facilities and car dealerships will be prohibited.
2. Facilities with drive-throughs will be more closely regulated.
3. Maximum setbacks and building heights will be established.
4. Design requirements for windows, cladding, equipment concealment and sidewalks will be added.

5. Signage requirements will be changed to encourage building signage over freestanding signage.
6. Residential parking requirements will become more flexible.
7. Commercial parking requirements will be eliminated.
8. Requirements for location of parking lots on individual sites and screening of parking lots will be established

Changes to Article III, Section 114-194:

- (a) *Principal uses.* Principal uses permitted in the B-2, Central Business District are as follows:
- (1) Establishments retailing goods and merchandise such as food, groceries, clothing, hardware, toiletries, furniture and furnishings, gasoline, meals, vehicles, boats, trailers, jewelry, appliances and similar items.
  - (2) Financial offices.
  - (3) Residential, except single-family detached dwellings.
  - (4) Establishments for the sale or provision of personal appearance or care, finance, insurance, real estate, clothing and goods repair, offices, printing, parking, entertainment, recreation, hotels, motels, educational institutions, food and drink, brewpubs, craft breweries, distilleries, wineries.
  - (5) On-premises and off-premises alcoholic beverage sales.
- (b) *Accessory uses.* Accessory uses which are accessory, incidental and subordinate to principal uses are permitted in the B-2 district as follows: wholesaling, warehousing and light industry when accessory and incidental to a retailing or service activity. Storage is permitted when accessory and incidental to a residential use.

*Special exceptions.* Special exceptions are permitted only with the approval of the board of zoning appeals and are allowed in the B-2 district as follows: communication facilities and facilities with drive-throughs with a weekday peak hour volume of 30 vehicles or greater per 1000 square feet (per the 8<sup>th</sup> edition ITE Traffic Generation Manual), as measured for the entire site.

*Prohibited uses.* Uses prohibited in the B-2 district are as follows:

- (1) Land intensive uses, as opposed to people intensive uses, such as industry and manufacturing.
  - (2) Truck terminals and freight yards.
  - (3) Outdoor and land intensive recreation such as drive-in theaters, car dealerships, racetracks, scrap yards or junkyards, lumberyards, animal hospitals and boarding facilities, stockyards and flour mills, and ministorage facilities.
- (e) *Dimensional requirements.* The minimum and maximum dimensional requirements for the B-2 district are as follows:
- (1) *Minimum requirements.* No requirements are applicable to this district.
  - (2) *Maximum permitted.*

(a) *Setbacks.* Structures housing principal uses shall be built to the front property line for at least 75% of the building frontage. For structures on corner lots, both street frontages shall be considered front property lines for purposes of these requirements. Buildings must provide a primary building entry at the front property line.

(b) *Building Height.* Building height shall not exceed 74 feet as measured from grade to the top of the roof structure, excluding parapet walls or cornices.

(f) *Design Requirements.*

(1) *Fenestration.* The percentage of openings for glass fenestration on the first floor is required to be a minimum of 30% of the total façade area from finish floor line to finish floor line. Institutional uses may reduce this requirement upon demonstrating that a hardship exists due to programming or structural uses that would preclude meeting the requirement.

(2) *Cladding.* Building materials for areas visible from street right-of-way shall consist of brick, architectural block, plate glass, and precast concrete panels. Accent materials may include stucco or EIFS, stone, wood, and architectural metal. Pre-engineered metal, painted or natural concrete block, composite building materials, and vinyl siding are prohibited.

(3) *Concealed Equipment.* The following shall be located or screened so as not to be visible from any street right-of-way, excluding alleys: air conditioning compressors, window and wall air conditioners, dumpsters, electrical and utility meters, irrigation and pool pumps, permanent barbecues, satellite antennae, utility appurtenances, mechanical rooftop equipment or ventilation apparatus.

(4) *Drive-throughs.* Facilities with drive-throughs with a weekday peak hour volume of 30 vehicles or greater per 1000 square feet (per the 8<sup>th</sup> edition ITE Traffic Generation Manual), as measured for the entire site, are permitted only as special exceptions by the board of zoning appeals. Drive-throughs must be accessed via alleys or side streets. For purposes of this section side streets include all downtown streets except the following streets: Center Street, Main Street, Market Street, Broad Street, Sullivan Street, and Clinchfield Street. Facilities with drive-throughs with a weekday peak hour volume of 30 vehicles or less per 1000 square feet (per the 8<sup>th</sup> edition ITE Traffic Generation Manual), as measured for the entire site, should take their access via an alley or side street if possible.

(5) *Sidewalks and Streetscapes.* If a master plan containing sidewalk and/or streetscape recommendations has been adopted by the Board of Mayor and Aldermen for an area, sidewalk or streetscape improvements proposed as part of new development or redevelopment shall be required to comply with said recommendations.

(f) *Signs.* See article IV of this chapter for sign provisions.

(1) *Freestanding Signs.* Freestanding signs are permitted only for existing buildings with a setback from the front property line of ten feet or greater. Freestanding signs must be monument signs, not to exceed eight feet in height, including the sign base. Maximum sign square footage shall not exceed 50 square feet, with no more than 25 square feet per side. Sign bases should be constructed of brick, stone, or other durable materials.

(2) *Wall Signs.* Single-tenant businesses and multitenant centers are permitted wall signs equivalent to one percent of the business's building ground coverage area up to 100

square feet total signage. Businesses having less than 5,000 square feet area may utilize up to 50 square feet of signage.

(3) Murals and banners shall not be permitted in the B-2 district, except as approved by the board of mayor and aldermen.

(4) Electronic message boards are prohibited in the B-2 district.

(5) Blade Signs. Blade signs are encouraged and a blade sign not exceed six (6) square feet can be provided in addition to wall signage on any façade that has a sidewalk or entrance. One blade sign per exterior wall is permitted. A blade sign is an ornamental rod extending perpendicular from the building with a hanging sign suspended from it at a 90 degree angle from building face and street right-of-way. Blade signs shall be placed a minimum of nine (9) feet above sidewalk level to the bottom of the blade sign. Text and graphics on either or both ends of an awning that are oriented perpendicular to the building face for pedestrian view and are no more than six (6) square feet may be provided in lieu of a blade sign.

(g) Parking. See article VI of this chapter for parking and loading provisions.

(1) Non-residential uses. No parking is required for non-residential uses. Any parking lot with ten (10) or more spaces must meet the landscape requirements of Section 114-600(D). Parking lot landscaping requirements may be reduced if enhancements to sidewalks, streetscapes, or parking lot screening are proposed by the property owners.

(2) Residential uses. Residential uses in the B-2 of less than 25 units are not required to provide parking. New construction or renovation of an existing building that results in the construction of 25 or more residential units shall provide 1.5 spaces per unit, either:

(a) Onsite.

(b) Within 1250 feet of the development site through a written arrangement with the external site's property owner or lessee, a copy of which must be filed with the Planning Division and verified annually; this may include shared parking arrangements;

(3) Screening. Parking at grade must be located behind a building and screened from view by the building. If is determined by the Planning Division that this requirement cannot be met, parking may be located to the side of the building. In no case excepting existing surface parking for existing buildings shall surface parking be located between the front of the building and the street. Surface parking adjacent to any street right-of-way must be screened with a wrought iron style fence with a minimum height of four feet or a planted buffer at least five feet wide. Support piers for the fence must be constructed of brick or other masonry materials; painted or natural concrete block is prohibited. The planted buffer shall be planted with a minimum of one canopy tree and six shrubs per 25 feet of street right-of-way frontage. Reductions in planting requirements and buffer width may be requested due to site conditions, including limited space on site or screening being available through other means. Alleys are not required to be screened.

Changes to Article IV, Sec 114-533:

See Section 114-194.

a. Single-tenant businesses are permitted either of the following:

1. ~~One freestanding sign, provided:
 
  - (i) ~~The sign surface area does not exceed one square foot per linear foot of frontage not to exceed a maximum of 50 square feet per side or 100 square feet total of all sides;~~
  - (ii) ~~A lot with a multiple street frontage, including a corner lot, uses only one frontage in computing the surface area; and~~
  - (iii) ~~The maximum height of signs shall be 20 feet or shall not exceed the height of the building, whichever is less; or~~~~
2. ~~Wall signs, as provided.~~
- b. ~~Multitenant centers are permitted one freestanding sign, provided:
 
  1. ~~The sign surface area shall not exceed one square foot per linear foot of frontage, and no such sign shall exceed 64 square feet per side or 100 square feet total of all sides;~~
  2. ~~A lot with a multiple street frontage, including a corner lot, uses only one street frontage for computing the sign surface area; and~~
  3. ~~The height of the sign shall not exceed 20 feet.~~~~
- c. ~~Single tenant businesses and multitenant centers are permitted wall signs equivalent to one percent of the business's building ground coverage area up to 100 square feet total signage. Businesses having less than 5,000 square feet area may utilize up to 50 square feet of signage.~~
- d. ~~Murals and banners shall not be permitted in the B-2 district, except as approved by the board of mayor and aldermen.~~

Changes to Article IV, Sec 114-535:

Except as otherwise provided in this section, electronic message boards are allowed only in the following zoning districts: ~~B-2, Central Business District~~, B-3, General Business District, BC, Business Conference Center Districts, B-4P, Planned Business Districts, and TA, Tourist Accommodation Districts as follows:

- (1) Only one freestanding electronic message board to convey information by words, letters, or still pictures shall be permitted for each development, provided that at least one parcel within the development has a minimum frontage of 150 feet and the electronic message board sign is mounted along the parcel front.

Changes to Article VI, Sec 114-563:

Under this chapter, the following general standards shall apply for parking.

- (1) *Location of spaces on same lot.* All required off-street parking spaces shall be located on the same lot as the structure or use to which they are accessory or on a lot contiguous thereto which has the same zoning classification and is under the same ownership. However, where there are practical difficulties or if the public safety and public convenience would be better served by the location other than on the same lot or on a contiguous lot with the use to which it is accessory, the building official, acting upon a

specific application, may authorize such alternative location subject to the conditions that the required space shall be located:

- a. On land in the same ownership as that of the land on which is located the use to which such space is accessory or, in the case of cooperative parking as provided in subsection (2) of this section, in the ownership of at least one of the participants in the combination; and
  - b. Within 500 feet walking distance of a building entrance to the use that such space serves.
- (2) *Cooperative parking.* Required off-street parking facilities may be provided cooperatively for two or more uses, subject to arrangements that will ensure the permanent availability of such spaces to the satisfaction of the building official.
- (3) ~~*Central business district parking.* Within the central business district, the board of zoning appeals may waive the requirements for on-site or contiguous parking and loading, provided it finds that sufficient space is provided in the immediate area, under public or private ownership, or other compelling reasons exist.~~



**AGENDA ACTION FORM**

**Amend the Zoning Ordinance to Permit Food Processing and Packaging Facilities by Right in the MX Zone, and to Delete Special Exceptions Language in the MX Zone**

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

Action Form No.: AF-74-2015  
Work Session: April 6, 2015  
First Reading: April 6, 2015

Final Adoption: **April 7, 2015**  
Staff Work By: Justin Steinmann  
Presentation By: Justin Steinmann

**Recommendation:**

- Hold a public hearing on April 7, 2015 at second reading.
- Approve ordinance amending Chapter 114, Article III, Division 8 – Mixed-Use District (MX) of Kingsport’s Zoning Code to permit food processing and packaging facilities by right in the MX zone, and to delete special exceptions language in the MX zone.

**Executive Summary:**

As part of a review of the MX zoning district, staff found special exceptions language that does not seem to achieve its intended purpose. The criteria set forth in Section 114-355 for special exceptions use standards for evaluation of the proposed special exception that do not seem consistent with the uses that they apply to. Given that the previous section for accessory uses explicitly permits on-site cafeterias for employees, and public utilities could be interpreted to be uses always necessary for the service and convenience of district employees or patrons, staff recommendation is to delete the special exceptions language of Section 114-355 and to permit food product processing and packaging by right in the MX district. Public and private utilities are already listed as permitted by right in the district.

During their March 2015 regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation to approve this zoning text amendment to the Board of Mayor and Aldermen. The Notice of Public Hearing was published on March 23, 2015.

**Attachments:**

1. Notice of Public Hearing
2. Zoning Text Amendment in Ordinance Format
3. Staff Report

	Y	N	O
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—



**AGENDA ACTION FORM**

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

Action Form No.:	AF-74-2015	Final Adoption:	April 7, 2015
Work Session:	April 6, 2015	Staff Work By:	Justin Steinmann
First Reading:	April 6, 2015	Presentation By:	Justin Steinmann

**Recommendation:**

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- Approve ordinance amending Chapter 114, Article III, Division 8 – Mixed-Use District (MX) of Kingsport’s Zoning Code to permit food processing and packaging facilities by right in the MX zone, and to delete special exceptions language in the MX zone.

**Executive Summary:**

As part of a review of the MX zoning district, staff found special exceptions language that does not seem to achieve its intended purpose. The criteria set forth in Section 114-355 for special exceptions use standards for evaluation of the proposed special exception that do not seem consistent with the uses that they apply to. Given that the previous section for accessory uses explicitly permits on-site cafeterias for employees, and public utilities could be interpreted to be uses always necessary for the service and convenience of district employees or patrons, staff recommendation is to delete the special exceptions language of Section 114-355 and to permit food product processing and packaging by right in the MX district. Public and private utilities are already listed as permitted by right in the district.

During their March 2015 regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation to approve this zoning text amendment to the Board of Mayor and Aldermen. The Notice of Public Hearing was published on March 23, 2015.

**Attachments:**

1. Notice of Public Hearing
2. Zoning Text Amendment in Ordinance Format
3. Staff Report

	<u>Y</u>	<u>N</u>	<u>O</u>
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

## **NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN to all citizens of the City of Kingsport, Tennessee, to all persons interested, and the public at large that the City of Kingsport Board of Mayor and Aldermen will conduct a Public Hearing during its regular business meeting on Tuesday, April 7, 2015 to consider amending the Code of Ordinances to permit food processing and packaging facilities by right in the MX zone, and to delete special exceptions language in the MX zone. The regular business meeting will begin at 7:00 p.m. in the large courtroom located on the second floor of City Hall, at 225 W. Center Street, Kingsport, Tennessee.

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

CITY OF KINGSPORT  
Angie Marshall, Deputy City Clerk  
P1T: 3/23/15

# PRE-FILED CITY RECORDER

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

AN ORDINANCE TO AMEND SECTION 114-353 PERTAINING TO USES IN THE MX, MIXED-USE DISTRICT AND REPEALING SECTION 114-355 PERTAINING TO SPECIAL EXCEPTIONS IN THE MX, MIXED-USE DISTRICT OF THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That Section 114-353 of the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended to read as follows:

Sec. 114-353. Permitted uses.

Uses permitted in the MX, Mixed-Use District are as follows:

- (1) Offices for brokers, businesses, computers, data processing, credit agencies, finance, government, law, medical, photography, real estate and travel agencies.
- (2) Single-family, two-family and multifamily residential.
- (3) Retail or service uses such as hotels, motels, limousine service, motor vehicle rental, restaurants, service stations, vehicle storage and day care facilities.
- (4) Public uses such as armories, auditoriums, meeting halls, coliseums, recreational facilities, stadiums, governmental uses, public parks and public or private utilities.
- (5) Manufacturing, assembling, processing, packaging or similar treatment of such products as: appliances, automobiles (including rebuilding and reconditioning), bolt or screw thread rolling or cutting, bottle making, box and crate assembly, bronze casting, canvas, carpets, rugs, celluloid and pyroxyline, ceramics, china or figurines, cosmetics, die casting and making, drafting instruments, electrical parts, electronic instruments, fiberglass, food products, forge, foundry, furniture, heating equipment, laboratories (experimental), medical and dental instruments, musical instruments, parcel delivery stations, pharmaceuticals, phonograph records, pottery, radios, record players, rubber and metal stamps, scientific instruments and equipment, shoes, television receivers, textiles, toiletries, tools, toys, watches, clocks and woven wire.
- (6) Warehousing, ministorage and trucking terminals.
- (7) On-premises and off-premises alcoholic beverage sales.
- (8) Communication facilities.

SECTION II. That Section 114-355 of the Code of Ordinances, City of Kingsport, Tennessee is repealed.

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

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DENNIS R. PHILLIPS  
Mayor

ATTEST:

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JAMES H. DEMMING  
City Recorder

APPROVED AS TO FORM:

---

J. MICHAEL BILLINGSLEY  
City Attorney

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



Introduction:

As part of a review of the MX zoning district, staff found special exceptions language that does not seem to achieve its intended purpose. The criteria set forth in Section 114-355 for special exceptions use standards for evaluation of the proposed special exception that do not seem consistent with the uses that they apply to. Given that the previous section for accessory uses explicitly permits on-site cafeterias for employees, and public utilities could be interpreted to be uses always necessary for the service and convenience of district employees or patrons, staff recommendation is to delete the special exceptions language of Section 114-355 and to permit food product processing and packaging by right in the MX district. Public and private utilities are already listed as permitted by right in the district.

Presentation:

The wording proposed for modifications to the MX zone is below.

Key points:

1. Food product processing or packaging will be permitted. Public and private utilities are already listed as permitted by right in the district.
2. Special exception language pertaining to food product packaging and public utilities will be deleted.

Staff recommends APPROVAL.

Changes to Article III, Section 114-353:

Uses permitted in the MX, Mixed-Use District are as follows:

- (1) Offices for brokers, businesses, computers, data processing, credit agencies, finance, government, law, medical, photography, real estate and travel agencies.
- (2) Single-family, two-family and multifamily residential.
- (3) Retail or service uses such as hotels, motels, limousine service, motor vehicle rental, restaurants, service stations, vehicle storage and day care facilities.
- (4) Public uses such as armories, auditoriums, meeting halls, coliseums, recreational facilities, stadiums, governmental uses, public parks and public or private utilities ~~to serve the area~~.
- (5) Manufacturing, assembling, processing, packaging or similar treatment of such products as: appliances, automobiles (including rebuilding and reconditioning), bolt or screw thread rolling or cutting, bottle making, box and crate assembly, bronze casting, canvas, carpets, rugs, celluloid and pyroxyline, ceramics, china or figurines, cosmetics, die casting and making, drafting instruments, electrical parts, electronic instruments, fiberglass, food products, forge, foundry, furniture, heating equipment, laboratories (experimental), medical and dental instruments, musical instruments, parcel delivery stations, pharmaceuticals, phonograph records, pottery, radios, record players, rubber and metal stamps, scientific instruments and equipment, shoes, television receivers, textiles, toiletries, tools, toys, watches, clocks and woven wire.

- (6) Warehousing, ministorage and trucking terminals.
- (7) On-premises and off-premises alcoholic beverage sales.
- (8) Communication facilities.

Changes to Article IV, Sec 114-355:

**Sec. 114-355. - Special exceptions Reserved.**

~~When determined to be a use necessary for the service or convenience of the MX district employees or patrons, public utilities and food product packaging may be permitted by the board of zoning appeals, to be subject to any conditions set forth by this board.~~



**AGENDA ACTION FORM**

**Amend the FY 2015 General Purpose School Fund Budget**

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

Action Form No.: AF-83-2015  
 Work Session: April 6, 2015  
 First Reading: April 7, 2015  
 Final Adoption: April 21, 2015  
 Staff Work By: David Frye  
 Presentation By: David Frye

**Recommendation:**

Approve the ordinance.

**Executive Summary:**

The Board of Education approved fiscal year 2015 budget amendment number four at their meeting on March 17, 2015. This amendment increases estimated revenues and appropriations within the General Purpose School Fund budget by \$399,862. The increases in estimated revenue are from Fund Balance appropriations (\$300,000), grant funds (\$94,862), and Other Local Revenue (\$5,000). The increase in appropriations include \$305,000 in computer repair and purchase funds, along with \$94,862 in grant related expenditures.

The Fund Balance appropriation will leave a remaining Fund Balance of \$2,790,307, which is 4.15% of the FY 2015 operating budget.

**Attachments:**

1. Ordinance
2. BOE Budget Amendment Number Four

Funding source appropriate and funds are available. *JF*

	Y	N	O
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

ORDINANCE NO. \*\*\*\*

AN ORDINANCE TO AMEND THE FY 2014-15 GENERAL  
PURPOSE SCHOOL FUND BUDGET; AND, TO FIX THE  
EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Purpose School Fund budget be amended to ratify the Kingsport Board of Education approval of Budget Amendment Number Four to increase the estimated revenue for Education of the Handicapped Act by \$36,755; the estimated revenue for Other State Grants by \$3,997; the estimated revenue for Other Local revenue by \$59,110; the estimated revenue for Fund Balance Appropriations by \$300,000. The expenditure budget will be changed by increasing the appropriation for Regular Teachers' Salaries by \$7,250; the appropriation for Dobyons-Bennett Instructional Supplies by \$46,860; the appropriation for Johnson Instructional Equipment by \$852; the appropriation for Technology Instructional Equipment by \$300,000; the appropriation for Special Education Instructional Supplies by \$22,255; the appropriation for Special Education Instructional Equipment by \$4,500; the appropriation for Dobyons-Bennett Other Charges by \$1,500; the appropriation for Jackson Other Charges by \$920; the appropriation for Jefferson Other Charges by \$1,200; the appropriation for Kennedy Other Charges by \$197; the appropriation for Lincoln Other Charges by \$180; the appropriation for Technology Other Supplies and Materials by \$5,000; the appropriation for Special Education Travel by \$10,000 and to decrease the appropriation for Johnson Periodicals by \$852.

<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>	\$	\$	\$
141-0000-337-7143 Ed of the Handicapped Act	0	36,755	36,755
141-0000-338-6980 Other State Grants	0	3,997	3,997
141-0000-369-4990 Other Local Revenue	158,000	59,110	217,110
141-0000-392-0100 Fund Balance Appropriations	1,259,139	300,000	1,559,139
<b>Totals:</b>	<b>1,417,139</b>	<b>399,862</b>	<b>1,817,001</b>

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b>Expenditures:</b>	\$	\$	\$
141-7150-711-0116 Reg. Inst.-Teacher Salaries	21,867,210	7,250	21,874,460
141-7100-711-0429 D-B Instructional Supplies	96,993	46,860	143,853
141-7125-711-0722 Johnson-Inst. Equipment	6,900	852	7,752
141-7161-711-0722 Technology Inst. Equipment	670,031	300,000	970,031
141-7150-721-0429 Sp. Ed. Inst. Supplies	10,996	22,255	33,251
141-7150-721-0725 Sp. Ed. Inst. Equipment	63,970	4,500	68,470
141-7225-781-0437 Johnson Periodicals	852	(852)	0
141-7200-801-0599 Dobyons-Bennett Other Chg.	0	1,500	1,500

141-7215-801-0599	Jackson Other Charges	0	920	920
141-7220-801-0599	Jefferson Other Charges	0	1,200	1,200
141-7230-801-0599	Kennedy Other Charges	0	197	197
141-7235-801-0599	Lincoln Other Charges	0	180	180
141-7250-782-0355	Special Education Travel	2,000	10,000	12,000
141-7261-781-0499	Technology Other Supplies	60,000	5,000	65,000
<b>Totals:</b>		<b>22,778,952</b>	<b>399,862</b>	<b>23,178,814</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:

March 17, 2015

KINGSPORT CITY SCHOOLS  
FISCAL YEAR 2014-2015  
BUDGET AMENDMENT NUMBER FOUR

**GENERAL PURPOSE SCHOOL FUND**

**ITEM ONE: SPECIAL EDUCATION HIGH-COSTS FUNDS**

Kingsport City Schools has received \$36,755 in Special Education High Cost funds. This was based on amounts spent during FY 2014 for high cost special education students, from the General Purpose School Fund budget. It is recommended that the estimated revenue for Education of the Handicapped Act be increased by \$36,755 and that the appropriations for Special Education Instructional Supplies, Equipment, and Travel be increased by \$22,255, \$4,500, and \$10,000, respectively.

**ITEM TWO: STUDENT COMPUTER REPAIR FUNDS**

With the implementation of the one-to-one student computer program, it has become necessary establish a budget for the repair of these computers. We have already received funds from parents and spent funds for the repair of these computers. It is recommended that the estimated revenue for Other Local Revenue and that the appropriation for Technology-Repair Parts be increased by \$5,000.

**ITEM TEN: STUDENT TICKET SUBSIDY GRANT**

Jackson, Jefferson, Kennedy, Lincoln, and Dobyns-Bennett schools have each received a grant from the Tennessee Arts Commission for student ticket subsidies. It is recommended that the estimated revenue for Other State Grants be increased by \$3,997 and that the appropriations for Principal's Other Charges be increased by \$3,997.

**ITEM FOUR: NISWONGER GRANT FUNDS**

Dobyns-Bennett has received \$54,110 in grant funds from the Niswonger Foundation. This was for 4 different grants for AP Physics, Math materials, AP Summer Program, and English Comp Lab. It is recommended that the estimated revenue for Other Local Revenue be increased by \$54,110. It is also recommended that the appropriations for Teacher Salaries and Dobyns-Bennett Instructional Supplies and Materials be increased by \$7,250 and \$46,860, respectively.

**ITEM FIVE: FUND BALANCE APPROPRIATION**

As outlined in the KCS Technology Vision Implementation, a portion of the seventh grade rollout will be funded by a \$300,000 appropriation from the General Purpose School Fund – Unreserved Fund Balance. The final audited Unreserved Fund Balance at June 30, 2014, was \$4,349,446. \$315,000 of the balance was used to fund one-time expenditures in the FY 2105 budget and there was \$285,609 used to fund prior year purchase orders. An additional \$658,530 was appropriated in budget amendments one and three. All of this leaves a remaining balance of \$3,090,307. An additional appropriation of the \$300,000 for the purchase of student computers

will leave a balance of \$2,790,307, which is 4.15% of the FY 2015 operating budget. It is recommended that the estimated revenue for Fund Balance Appropriations be increased by \$300,000.

#### **ITEM SIX: STUDENT COMPUTER PURCHASE**

The next phase of the KCS Technology Vision Implementation is the purchase of 630 student computers at a cost of \$381,667. These computers will be for the seventh grade. There is currently 2/3's of a \$245,000 appropriation remaining in the current budget. Half of the remaining amount \$81,667 will be combined with the \$300,000 Fund Balance appropriation to fund this purchase. The balance of these funds will be reserved and carried forward to next year, to fund a portion of the high school deployment. It is recommended that the appropriation for Technology – Instructional Equipment be increased by \$300,000. It is further recommended that a Reserve for Student Computer Purchase be established in the amount \$81,667.

#### **ITEM SEVEN: JOHNSON TRANSFER**

Johnson Elementary has requested to transfer \$852 from their Library Periodical account to their Instructional Equipment account. This will help fund the purchase of 5 Kindles for the Johnson Library. It is recommended that the appropriation for Johnson Periodicals be decreased by \$852 and that the appropriation for Johnson Instructional Equipment be increased by \$852.



**AGENDA ACTION FORM**

**Amend Zoning Code to Require Signature with Seal on Preliminary Zoning Development Plans**

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

Action Form No.: AF-45-2015  
Work Session: March 16, 2015  
First Reading: March 17, 2015

Final Adoption: **April 7, 2015**  
Staff Work By: Curtis Montgomery  
Presentation By: Curtis Montgomery

**Recommendation:**

~~Hold a public hearing and~~ approve the ordinance amending the zoning ordinance to require a signature and a seal on preliminary zoning development building plans.

**Executive Summary:**

This is a Planning Commission initiated zoning text amendment (ZTA) which will add language to the Legends, notes, and tables portion of the preliminary plan contents. The added language requires that a registered engineer, architect or land surveyor sign and seal preliminary plans. During their November 2014 regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a positive recommendation to the Board on this item. The Notice of Public Hearing was published on March 02, 2015.

**Attachments:**

1. Notice of Public Hearing
2. Ordinance - Zoning Text Amendment
3. Staff Report

	<u>Y</u>	<u>N</u>	<u>O</u>
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—



**AGENDA ACTION FORM**

**Amend Zoning Code to Require Signature with Seal on Preliminary Zoning Development Plans**

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

Action Form No.: AF-45-2015  
Work Session: March 16, 2015  
First Reading: March 17, 2015

Final Adoption: April 7, 2015  
Staff Work By: Curtis Montgomery  
Presentation By: Curtis Montgomery

**Recommendation:**

Hold a public hearing and approve the ordinance amending the zoning ordinance to require a signature and a seal on preliminary zoning development building plans.

**Executive Summary:**

This is a Planning Commission initiated zoning text amendment (ZTA) which will add language to the Legends, notes, and tables portion of the preliminary plan contents. The added language requires that a registered engineer, architect or land surveyor sign and seal preliminary plans. During their November 2014 regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a positive recommendation to the Board on this item. The Notice of Public Hearing was published on March 02, 2015.

**Attachments:**

1. Notice of Public Hearing
2. Ordinance - Zoning Text Amendment
3. Staff Report

	<u>Y</u>	<u>N</u>	<u>O</u>
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

## **NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN to all citizens of the City of Kingsport, Tennessee, to all persons interested, and the public at large that the City of Kingsport Board of Mayor and Aldermen will conduct a Public Hearing during its regular business meeting on Tuesday March 17, 2015 to consider amending the Code of Ordinances to require preliminary plans be accompanied with a signature and seal by a registered engineer, architect or land surveyor, as licensed by state law. The regular business meeting will begin at 7:00 p.m. in the large courtroom located on the second floor of City Hall, at 225 W. Center Street, Kingsport, Tennessee.

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

CITY OF KINGSPORT  
Angie Marshall, Deputy City Clerk  
P1T: 03/02/15

PRE-FILED  
CITY RECORDER

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

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, SECTION 114-104(3) BY ADDING THE REQUIREMENT THAT PRELIMINARY PLANS BE SIGNED AND SEALED BY A REGISTERED ENGINEER, ARCHITECT OR LAND SURVEYOR, AS LICENSED BY STATE LAW.

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

SECTION I. That Section 114-104(3) of the Code of Ordinances, City of Kingsport, Tennessee is hereby amended as follows:

*Legends, notes, tables.* The plan also shall contain a legend and title box with ownership, zoning and other appropriate information; tabulations of pertinent data for land area, building area, parking area, number of units, density, etc.; and notes and certifications of various kinds, including if necessary references to soil erosion control plans or other requirements. The plan shall be prepared and signed (with seal) by a registered engineer, architect or land surveyor, as licensed by state law.

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

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



Introduction:

This zoning text amendment establishes a preliminary requirement that has been a long established practice for final development plans. The amendment sets a requisite of having a signed and sealed preliminary plan prior to the planning commission being allowed to review the plan.

The intent of requiring a signature and seal by a registered engineer, architect or land surveyor licensed by state law on preliminary plans is to provide assurance that the plans are being presented to the planning commission with the highest integrity and professional approval. This aspect of requiring a signature and a seal is the same requirement that is applied in Sec. 114-105.

Presentation:

Staff recommends the following change in the form of an addition to part c. of the contents of preliminary plan (Sec. 114-104) in the zoning code:

Sec. 114-104. – Contents of preliminary plan.

(c) Seals and Signatures. Under this division pertinent physical features and easements shall carry accurate dimensions and shall be prepared and signed (with seal) by a registered engineer or architect or land surveyor, as licensed by state law. This plan will be drawn at a scale or not less than one inch equals 50 feet, unless a different scale is specified elsewhere in the text.



**AGENDA ACTION FORM**

**Annex/ Amend Zoning of the Ridgecrest Annexation and Consideration of a Resolution Adopting the Plan of Services**

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

Action Form No.: AF-53-2015  
Work Session: March 16, 2015  
First Reading: March 17, 2015

Final Adoption: **April 7, 2015**  
Staff Work By: Corey Shepherd  
Presentation By: Corey Shepherd

**Recommendation:**

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

**Executive Summary:**

This is the owner-requested Ridgecrest annexation of approximately 0.31 acres/1 parcel located off Ridgecrest Avenue. The current county zoning of the property is County R-1 (Single Family Residential District). The proposed city zoning for the area is R-1B (Single Family Residential District). The applicants, Danny and Sonya McCann, were contacted to discuss the sewer extension project for Ridgecrest Avenue and the benefits of annexation following the Ridgecrest Annexation effective November 2014. Subsequently, the McCann family has requested annexation to take advantage of all city services. During their February 2015 regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation for the annexation, zoning, and plan of services to the Board of Mayor and Aldermen for this annexation. The Notice of Public Hearing was published March 2, 2015.

**Attachments:**

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

	<u>Y</u>	<u>N</u>	<u>O</u>
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—



**AGENDA ACTION FORM**

**Annex/ Amend Zoning of the Ridgecrest Annexation and Consideration of a Resolution Adopting the Plan of Services**

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

Action Form No.: AF-53-2015  
 Work Session: March 16, 2015  
 First Reading: March 17, 2015  
 Final Adoption: April 7, 2015  
 Staff Work By: Corey Shepherd  
 Presentation By: Corey Shepherd

**Recommendation:**

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

**Executive Summary:**

This is the owner-requested Ridgecrest annexation of approximately 0.31 acres/1 parcel located off Ridgecrest Avenue. The current county zoning of the property is County R-1 (Single Family Residential District). The proposed city zoning for the area is R-1B (Single Family Residential District). The applicants, Danny and Sonya McCann, were contacted to discuss the sewer extension project for Ridgecrest Avenue and the benefits of annexation following the Ridgecrest Annexation effective November 2014. Subsequently, the McCann family has requested annexation to take advantage of all city services. During their February 2015 regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation for the annexation, zoning, and plan of services to the Board of Mayor and Aldermen for this annexation. The Notice of Public Hearing was published March 2, 2015.

**Attachments:**

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

	<u>Y</u>	<u>N</u>	<u>O</u>
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

## NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN to all citizens of the City of Kingsport, Tennessee, to all persons interested, and the public at large that the City of Kingsport Board of Mayor and Aldermen will conduct a Public Hearing during its regular business meeting on Tuesday, March 17, 2015, to consider the annexation, zoning, and plan of services for the Ridgecrest annexation. The regular business meeting will begin at 7:00 p.m. in the large courtroom located on the second floor of City Hall, at 225 W. Center Street, Kingsport, Tennessee.

The property proposed for annexation is generally described as follows:

*BEGINNING at a point, said point being the southern corner of parcel 24.20, Tax Map 30G; thence in a northeasterly direction, approximately 87 feet to a point; said point being on the western corner of parcel 24.2; thence in a northwesterly direction, approximately 155 feet to a point; said point being the northern corner of parcel 24.20, Tax Map 30B, in common with the southerly right-of-way of Ridgecrest Avenue; thence in a northerly direction across Ridgecrest Avenue right-of-way, approximately 40 feet to a point; said point being on the northerly right-of-way of Ridgecrest Avenue; thence following the northerly right-of-way of Ridgecrest Avenue, approximately 24 feet to a point; said point being in common the southeastern corner of parcel 12.10, Tax Map 30B; thence in a southerly direction across Ridgecrest Avenue right-of-way, approximately 40 feet to a point; said point being on the southerly right-of-way of Ridgecrest Avenue; thence following the southerly right-of-way of Ridgecrest Avenue, approximately 63 feet to a point; said point being on the southerly right-of-way of Ridgecrest Avenue; thence in southerly direction, approximately 155 feet to a point; said point being the point of BEGINNING, and being all of parcel 24.20, Tax Map 30G; and those portions of Ridgecrest Avenue Tax Map 30B, of the Sullivan County March 2011 Tax Maps.*

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

CITY OF KINGSPORT  
James H. Demming, City Recorder  
P1T: 03/02/15

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

AN ORDINANCE TO ANNEX THAT CERTAIN TERRITORY ADJOINING THE PRESENT CORPORATE BOUNDARIES OF THE CITY OF KINGSPORT, EMBRACING THAT CERTAIN PART OF THE 11<sup>th</sup> CIVIL DISTRICT OF SULLIVAN COUNTY, TENNESSEE, AND KNOWN AS THE RIDGECREST 2 ANNEXATION, AS HEREINAFTER DESCRIBED; TO INCORPORATE THE SAME WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF KINGSPORT, TENNESSEE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

WHEREAS, a public hearing before the Board of Mayor and Aldermen of the City of Kingsport, Tennessee, was held on the 17<sup>th</sup> day of March 2015, and notice thereof published in the Kingsport Times-News on the 2<sup>nd</sup> day of March 2015; and

WHEREAS, the Board of Mayor and Aldermen finds that the annexation will materially benefit the health, safety, and welfare of the citizens and property owners of the city and the territory annexed; and

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

WHEREAS, in accordance with Tenn. Code Ann. § 6-51-102 the majority of property owners and residents in the affected territory have requested filed a petition with the City of Kingsport for annexation via petition to by the city; and

WHEREAS, a plan of services for this area was adopted by resolution on the 17<sup>th</sup> day of March 2015, as required by *Tenn. Code Ann. § 6-51-102, et seq.*

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

SECTION I. Pursuant to the authority conferred by Tennessee Code Annotated §6-51-102 *et seq.* and upon the petition of the majority of the property owners and residents in the affected territory submitted to the city there is here by annexed to the City of Kingsport, Tennessee, and incorporated within the corporate boundaries thereof, the following described territory adjoining the present corporate boundaries: embracing that certain part of Civil District No. 11 of Sullivan County, Tennessee, and more fully described to-wit:

*BEGINNING at a point, said point being the southern corner of parcel 24.20, Tax Map 30G; thence in a northeasterly direction, approximately 87 feet to a point; said point being on the western corner of parcel 24.2; thence in a northwesterly direction, approximately 155 feet to a point; said point being the northern corner of parcel 24.20, Tax Map 30B, in common with the southerly right-of-way of Ridgecrest Avenue; thence in a northerly direction across Ridgecrest Avenue right-of-way, approximately 40 feet to a point; said point being on the northerly right-of-way of Ridgecrest Avenue; thence following the northerly right-of-way of Ridgecrest Avenue, approximately 24 feet to a point; said point being in common the southeastern corner of parcel 12.10, Tax Map 30B; thence in a southerly direction across Ridgecrest Avenue right-of-way, approximately 40 feet to a point; said point being on the southerly right-of-way of Ridgecrest Avenue;*

*thence following the southerly right-of-way of Ridgecrest Avenue, approximately 63 feet to a point; said point being on the southerly right-of-way of Ridgecrest Avenue; thence in southerly direction, approximately 155 feet to a point; said point being the point of BEGINNING, and being all of parcel 24.20, Tax Map 30G; and those portions of Ridgecrest Avenue Tax Map 30B, of the Sullivan County March 2011 Tax Maps.*

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

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

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY ADJACENT TO RIDGECREST AVENUE FROM R-1, SINGLE FAMILY RESIDENTIAL DISTRICT TO R-1B, SINGLE FAMILY RESIDENTIAL IN THE 11<sup>TH</sup> CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the zoning code, text, and map, be and the same is hereby further amended to rezone property adjacent to Ridgecrest Avenue from County R-1, High Density Single Family Residential District to City R-1B, Single Family Residential in the 11th Civil District of Sullivan County; said area to be rezoned being further and more particularly described as follows:

*BEGINNING at a point, said point being the southern corner of parcel 24.20, Tax Map 30G; thence in a northeasterly direction, approximately 87 feet to a point; said point being on the western corner of parcel 24.2; thence in a northwesterly direction, approximately 155 feet to a point; said point being the northern corner of parcel 24.20, Tax Map 30B, in common with the southerly right-of-way of Ridgecrest Avenue; thence in a northerly direction across Ridgecrest Avenue right-of-way, approximately 40 feet to a point; said point being on the northerly right-of-way of Ridgecrest Avenue; thence following the northerly right-of-way of Ridgecrest Avenue, approximately 24 feet to a point; said point being in common the southeastern corner of parcel 12.10, Tax Map 30B; thence in a southerly direction across Ridgecrest Avenue right-of-way, approximately 40 feet to a point; said point being on the southerly right-of-way of Ridgecrest Avenue; thence following the southerly right-of-way of Ridgecrest Avenue, approximately 63 feet to a point; said point being on the southerly right-of-way of Ridgecrest Avenue; thence in southerly direction, approximately 155 feet to a point; said point being the point of BEGINNING, and being all of parcel 24.20, Tax Map 30G; and those portions of Ridgecrest Avenue Tax Map 30B, of the Sullivan County March 2011 Tax Maps.*

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

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

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DENNIS R. PHILLIPS  
Mayor

ATTEST:

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JAMES H. DEMMING  
City Recorder

APPROVED AS TO FORM:

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J. MICHAEL BILLINGSLEY  
City Attorney

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

## RESOLUTION NO.

### A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE RIDGECREST 2 ANNEXATION OF THE CITY OF KINGSPORT, TENNESSEE

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

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

WHEREAS, a plan of services for the proposed Ridgecrest annexation was submitted to the Kingsport Regional Planning Commission on February 19, 2015, for its consideration and a written report; and

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

WHEREAS, a public hearing was held March 17, 2015; and

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

WHEREAS, notice of the time and place of the public hearing was published in the Kingsport Times-News on February 23, 2015; and

WHEREAS, the City of Kingsport, pursuant to the provisions of Tennessee Code Annotated, §6-51-102 has endeavored to annex a portion of the 11<sup>th</sup> Civil District of Sullivan County, Tennessee, commonly known as the Ridgecrest 2 Annexation, said area being bounded and further described as follows:

*BEGINNING at a point, said point being the southern corner of parcel 24.20, Tax Map 30G; thence in a northeasterly direction, approximately 87 feet to a point; said point being on the western corner of parcel 24.2; thence in a northwesterly direction, approximately 155 feet to a point; said point being the northern corner of parcel 24.20, Tax Map 30B, in common with the southerly right-of-way of Ridgecrest Avenue; thence in a northerly direction across Ridgecrest Avenue right-of-way, approximately 40 feet to a point; said point being on the northerly right-of-way of Ridgecrest Avenue; thence following the northerly right-of-way of Ridgecrest Avenue, approximately 24 feet to a point; said point being in common the southeastern corner of parcel 12.10, Tax Map 30B; thence in a southerly direction across Ridgecrest Avenue right-of-way, approximately 40 feet to a point; said point being on the southerly right-of-way of Ridgecrest Avenue; thence following the southerly right-of-way of Ridgecrest Avenue,*

*approximately 63 feet to a point; said point being on the southerly right-of-way of Ridgecrest Avenue; thence in southerly direction, approximately 155 feet to a point; said point being the point of BEGINNING, and being all of parcel 24.20, Tax Map 30G; and those portions of Ridgecrest Avenue Tax Map 30B, of the Sullivan County March 2011 Tax Maps.*

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

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

SECTION I. That a Plan of Services for the Ridgecrest 2 Annexation as bounded and described above is hereby adopted, subject to an enactment of an annexation ordinance for the annexation area, the said Plan of Services to be as follows:

**Ridgecrest 2 Annexation  
Plan of Services**

**1. Police Protection**

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

- F. The Kingsport Police Department will provide upon request crime prevention programs, traffic safety education programs, drug education/awareness programs including D.A.R.E. to the citizens of the area. Additional programs include department personnel to address groups on law enforcement topics or concerns, home and business security checks and establishing and maintaining neighborhood watch programs.
- G. The Kingsport Police Department currently maintains an approximate 5 minute average response time to emergency and urgent calls within the corporate limits.

## **2. Fire Protection**

- A. On the operative date of annexation, the City of Kingsport will answer all calls for service for fire, disaster, hazardous materials, special rescue and medical first responder. The Kingsport Fire Department goes beyond the basic fire services required of a City Government.
- B. The City of Kingsport Fire Department is an Internationally Accredited Agency, one of only three in the State of Tennessee. We operate 8 fire stations, housing fire suppression, hazardous materials, rescue and other emergency equipment. Staffed by 106 full-time professional firefighters, 24 hours a day, 365 days a year to provide service. The City of Kingsport maintains a Class 3 insurance rating saving its residents the most possible on their insurance rates. Our response time average is approximately 4 minutes, 35 seconds after we receive the call from our dispatch center.
- C. Free fire safety inspections will be available upon request on the effective date of annexation. Water lines will be upgraded within five (5) years after the effective date of annexation to provide needed fire flow to protect the properties.
- D. All structures must be brought into compliance with the City-wide smoke detector ordinance within thirty (30) days of the effective date of annexation. This is strictly to provide residents with the best fire protection service available.
- E. The City of Kingsport Fire Department has a Hazardous Materials Response Team, which has state-of-the-art equipment to handle all calls of an emergency nature dealing with incidents relating to hazardous chemicals. The department also has a Technical Rescue Team that has specialized rescue capabilities and equipment for all types of hazards.
- F. The City of Kingsport Fire Department provides First Responder emergency medical services to all life-threatening medical emergencies resulting from serious illness or injury. We provide advanced life support (paramedics) for victims until ambulance service arrives for transport.

## **3. Water**

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

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

#### **4. Electricity**

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

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

- A. City of Kingsport sewer service will be extended to the annexation area within five (5) years.
- B. Sanitary sewer fees are based on usage of water and are direct reflection of the amount of water used by the resident.
- C. The City of Kingsport operates and maintains a 12.4 MGD wastewater treatment plant, 88 sewer lift stations and approximately 525 miles of sanitary sewer collection lines to provide sewer service to our customers.
- D. The City of Kingsport Wastewater Treatment Plant recently experienced over 21 million dollars of improvements to provide a reliable and dependable infrastructure.
- E. The wastewater treatment plant is staffed with State Certified Operators 24 hours a day, 365 days a year. Treatment plant operators exceed State of Tennessee training requirements.
- F. The Sewer Collection Division is managed with a professional staff who are members of key professional organizations such as: Water Environment Federation, Tennessee Association of Utility Districts, National Society of Professional Engineers, American Society of Civil Engineers. Several key

members of the staff also hold certificates and licenses in the operations of a collection system in the State of Tennessee.

## **6. Solid Waste Disposal**

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

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

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

## **8. Recreational Facilities**

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

## **9. Street Lighting**

Sufficient lighting will exist from the Ridgecrest Avenue annexation. Therefore, street lighting will not be a part of this annexation plan of services.

## **10. Zoning Services**

- A. The area will be zoned R-1B (Single family residential).
- B. The Kingsport Regional Planning Commission is the comprehensive planning agency and administers zoning and land subdivision regulations for the City of Kingsport as provided in State law. The Kingsport Regional Planning Commission consists of nine (9) commissioners appointed by the Mayor of the City of Kingsport.
- C. The Kingsport Regional Planning Commission will exercise planning and zoning activities for the area being annexed upon the operative date of annexation.
- D. Appeals to the Zoning regulations are heard by the Board of Zoning Appeals and variances are granted if the request meets the criteria established for granting variances under Tennessee Code Annotated.

## **11. Schools**

- A. Upon annexation, children currently attending County schools will be allowed to attend City of Kingsport schools or remain in County schools per the prevailing County policy at the time.

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

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

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**12. Traffic Control**

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

**13. Inspection Services**

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

**14. Animal Control**

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

**15. Storm Sewers**

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

**16. Leaf Removal**

The City will collect loose leaves with the vacuum truck between October 15 and January 15, and it will be provided to the annexation area on the same basis as it is currently provided to other City residents beginning on the effective date of annexation. Bagged leaves are collected year round. Leaves are transported to the City's Demolition Landfill where they are composted and used as an amendment to existing dirt

stockpiles. This enhanced dirt is then used on City Projects for backfill and topsoil applications.

**17. Litter Control**

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

**18. Graffiti Control**

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

**19. Other Services**

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

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

ADOPTED this the 17<sup>th</sup> day of March 2015.

ATTEST:

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

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

APPROVED AS TO FORM:

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

**Kingsport Regional Planning Commission**

**Annexation Report**

**File Number 14-301-00009**

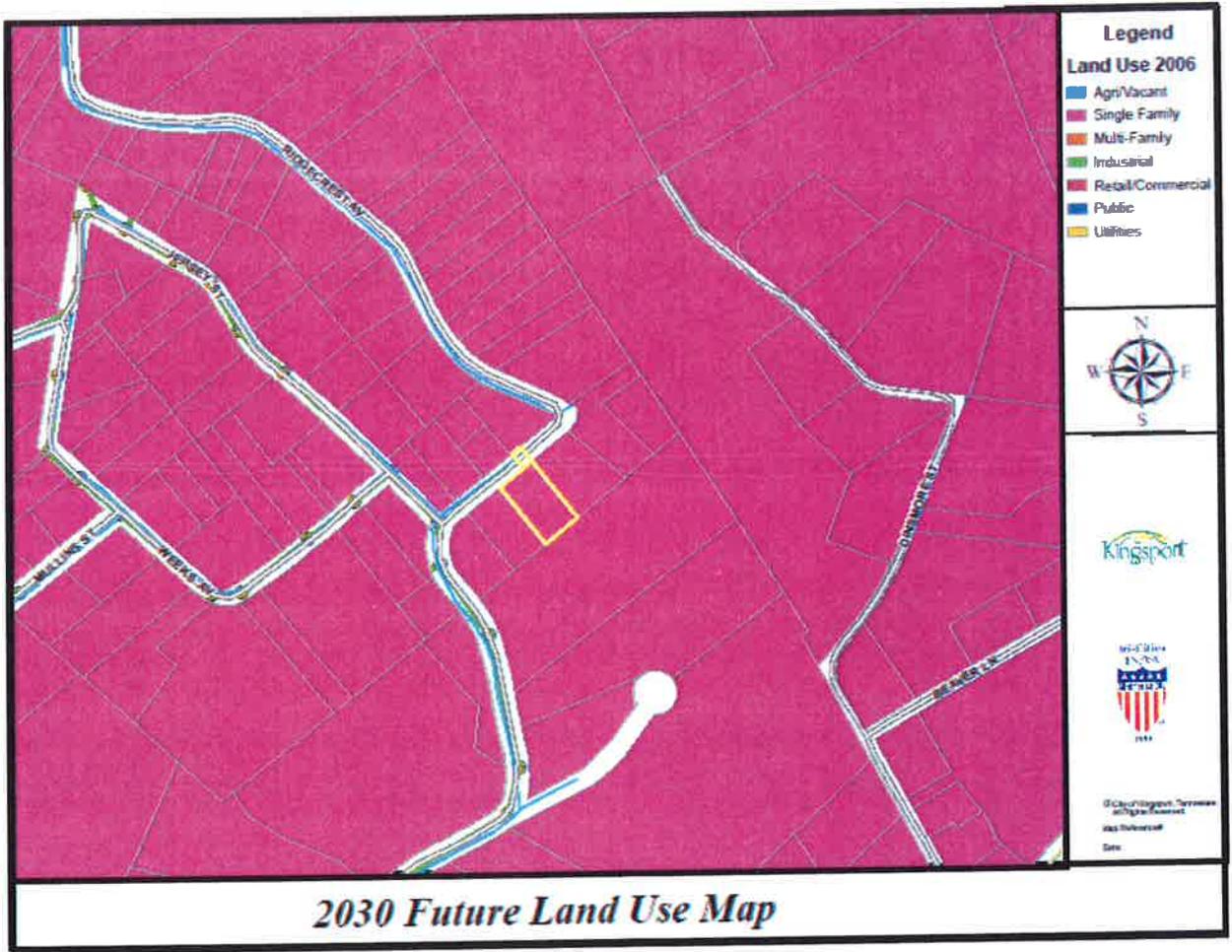
<b>Property Information</b>		Ridgecrest 2 Annexation	
<b>Address</b>		1391 Ridgecrest Avenue	
<b>Tax Map, Group, Parcel</b>		30, G, 24.2	
<b>Civil District</b>		11 <sup>th</sup>	
<b>Overlay District</b>		N/A	
<b>Land Use Plan Designation</b>		Residential	
<b>Acres</b>		.31 +/-	
<b>Existing Use</b>	Residential	<b>Existing Zoning</b>	County R-1
<b>Proposed Use</b>	Residential	<b>Proposed Zoning</b>	City R-1B
<b>Owner Information</b>			
<b>Name:</b> Danny & Sonya McCann <b>Address:</b> 1391 Ridgecrest Avenue <b>City:</b> Kingsport <b>State:</b> TN <b>Zip Code:</b> 37660 <b>Email:</b> N/A <b>Phone Number:</b> N/A		<b>Intent:</b> Annexation by request of the subject parcel, enhancing health, safety, and welfare throughout the Kingsport Planning Region.	
<b>Planning Department Recommendation</b>			
<p><b>RECOMMENDATION:</b> APPROVAL to recommend the Annexation, Zoning, and Plan of Services to the BMA</p> <p>The Kingsport Planning Division recommends approval for the following reasons:</p> <ul style="list-style-type: none"> <li>• <i>The City of Kingsport should utilize annexation as urban development occurs and is necessary for present and future growth in an orderly manner.</i></li> <li>• <i>It is reasonably necessary for the welfare of the residents and property owners of the affected territory.</i></li> <li>• <i>The City of Kingsport can provide services through its Plan of Services that the County cannot provide to the residents of the area.</i></li> <li>• <i>Annexation spurs economic growth by providing basic services at a reasonable cost and allows those costs to be spread fairly to all who enjoy those services.</i></li> <li>• <i>It is reasonably necessary for the welfare of the residents and property owners of the municipality as a whole.</i></li> </ul> <p><b>Staff Field Notes and General Comments:</b> This is a property owner-requested annexation submitted Danny McCann and Sonya McCann. Staff contacted Mr. and Mrs. McCann in October 2014 to discuss the benefits of annexation as a result of the owner-requested "Ridgecrest Annexation". Subsequently, Mr. and Mrs. McCann have requested annexation of their property. This annexation will require the inclusion of approximately 22 feet of Ridgecrest Avenue within the annexation area consists of five (5) residents. Lastly, this annexation meets the interim annexation policy criteria as a small-scale annexation.</p> <p>Utilities: City of Kingsport water service currently serves the annexation area. A sewer service extension is currently underway for Ridgecrest Avenue as part of the Ridgecrest Avenue annexation.</p>			
<b>Planner:</b>	Corey Shepherd	<b>Date:</b>	February 2, 2015
<b>Planning Commission Action</b>		<b>Meeting Date:</b>	<b>February 19, 2015</b>
<b>Approval:</b>			



Current Zoning Map



Future Land Use Map



Cost

Ridgecrest 2  
Cost

Cost Estimate/ tax records as of January 20, 2015

Revenues	One Time	Reoccurring (annual)	
Property Taxes	X	\$521.64	\$2.07 city property taxes
State Shared	X	\$560.00	\$112.00x5 residents
Sewer Tap Fees	\$1,950	\$0.00	1 inside city sewer tap
Water & Sewer Rev (loss)	X		
<b>Total</b>	<b>\$1,950</b>	<b>\$1,081.64</b>	

Expenses	One Time	Reoccurring (annual)	
<b>Operating Budget</b>			
Police & Fire Service	0.00	0.00	minimal extra area
Transit Service	0.00	0.00	
Street Lighting	0.00	0.00	
Traffic Controls	0.00	0.00	None
Streets & Sanitation	0.00	1058	Maintenance
Subtotal	0.00	1058	
<b>Capital Budget</b>			
Water	0.00	0.00	adequate
Sewer	0.00	0.00	Extended as part of
Streets	0.00	0.00	Ridgecrest Annex
Subtotal	0.00	0.00	
<b>Grand Total</b>	<b>\$0.00</b>	<b>1058</b>	

Existing Surrounding Land Uses



Kingsport Regional Planning Commission

Annexation Report

File Number 14-301-00009

Location	Parcel / Zoning Petition	Zoning / Name	History Zoning Action Variance Action
Northwest	1	<u>Zone: County R-3A</u> Use: Single Family residential	No prior action known
North/Northwest	2	<u>Zone: City R-1B</u> Use: Single Family residential	Annexed as part of the Ridgecrest Annexation effective November 2014
North/Northeast	3	<u>Zone: County R-3A</u> Use: Single Family residential	No prior action known
East	4	<u>Zone: County R-1</u> Use: Single Family residential	No prior action known
South	5	<u>Zone: City R-1B</u> Use: Single Family residential	No prior action known
West	6	<u>Zone: County R-1</u> Use: Single Family residential	No prior action known

**CONCLUSION**

The Kingsport Planning Division recommends approval for the following reasons:

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

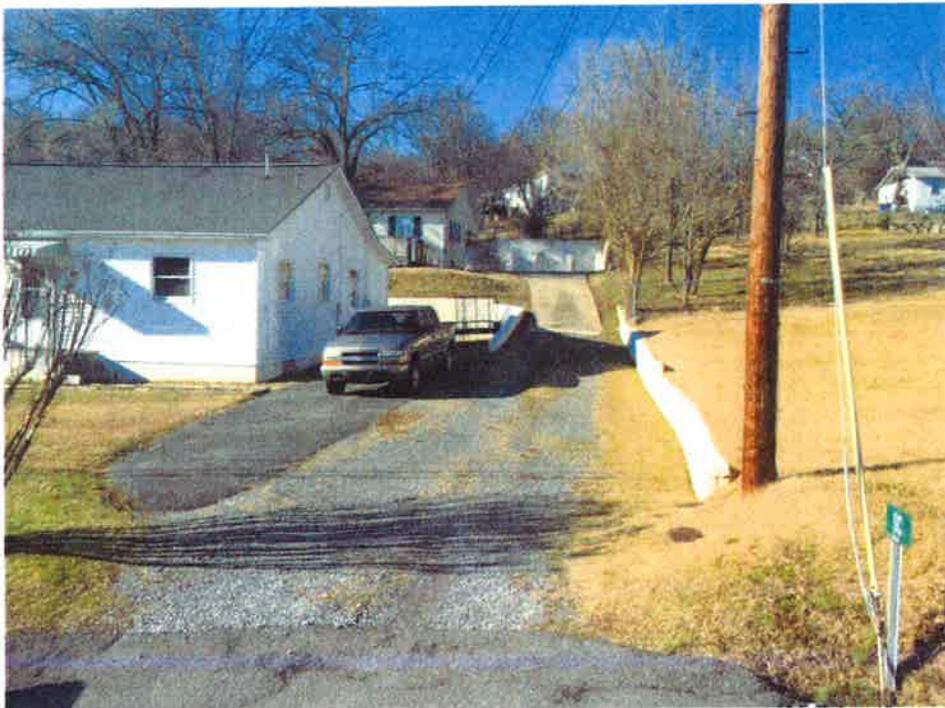
**Aerial Photo**



North



West



East



South



ANNEXATION PETITION



PETITIONER INFORMATION:

Last Name ~~Danny~~ McCann First Danny M.I. P Date 12-30-14  
 Street Address 1391 Ridgecrest Ave Apartment/Unit #  
 City Kingsport State Tn ZIP 37660  
 Phone 423-956-2778 E-mail Address dsbkp5@gmail.com

# In Household and Ages:

PROPERTY INFORMATION:

Tax Map Information (if known) Tax map: Group: Parcel: Lot: Apartment/Unit #  
 Street Address 1391 Ridgecrest Ave  
 Current Use:

OTHER INFORMATION:

Danny McCann - Danny McCann Jean McCann  
Sonya McCann Sonya McCann Thezia McCann Thezia McCann

DISCLAIMER AND SIGNATURE

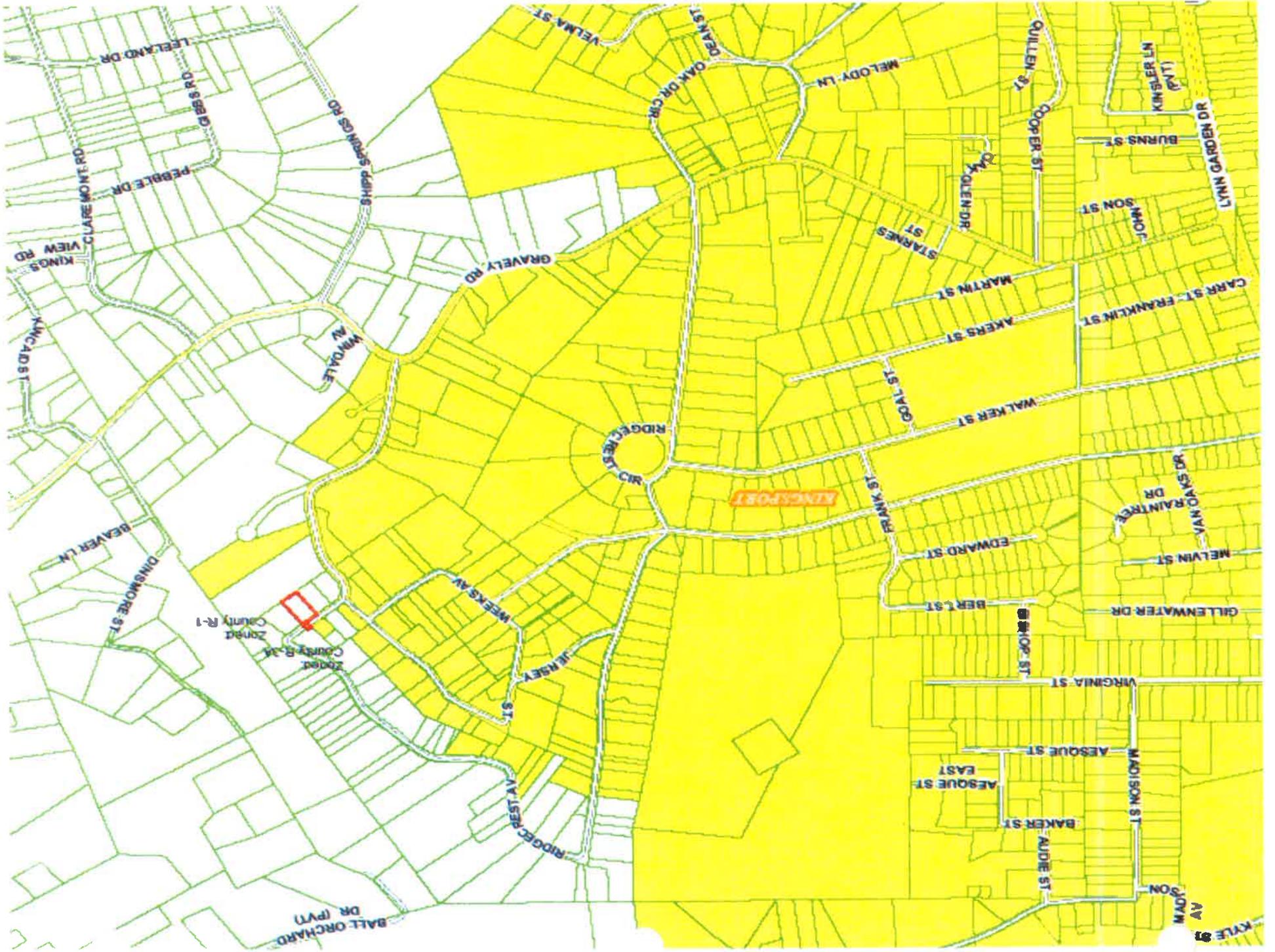
By signing below I state that I have read and understand the conditions of this annexation petition. I further state that I am/we are the sole and legal owner(s) of the property described herein.

Signature: Danny McCann / Sonya McCann Date: 12-30-14

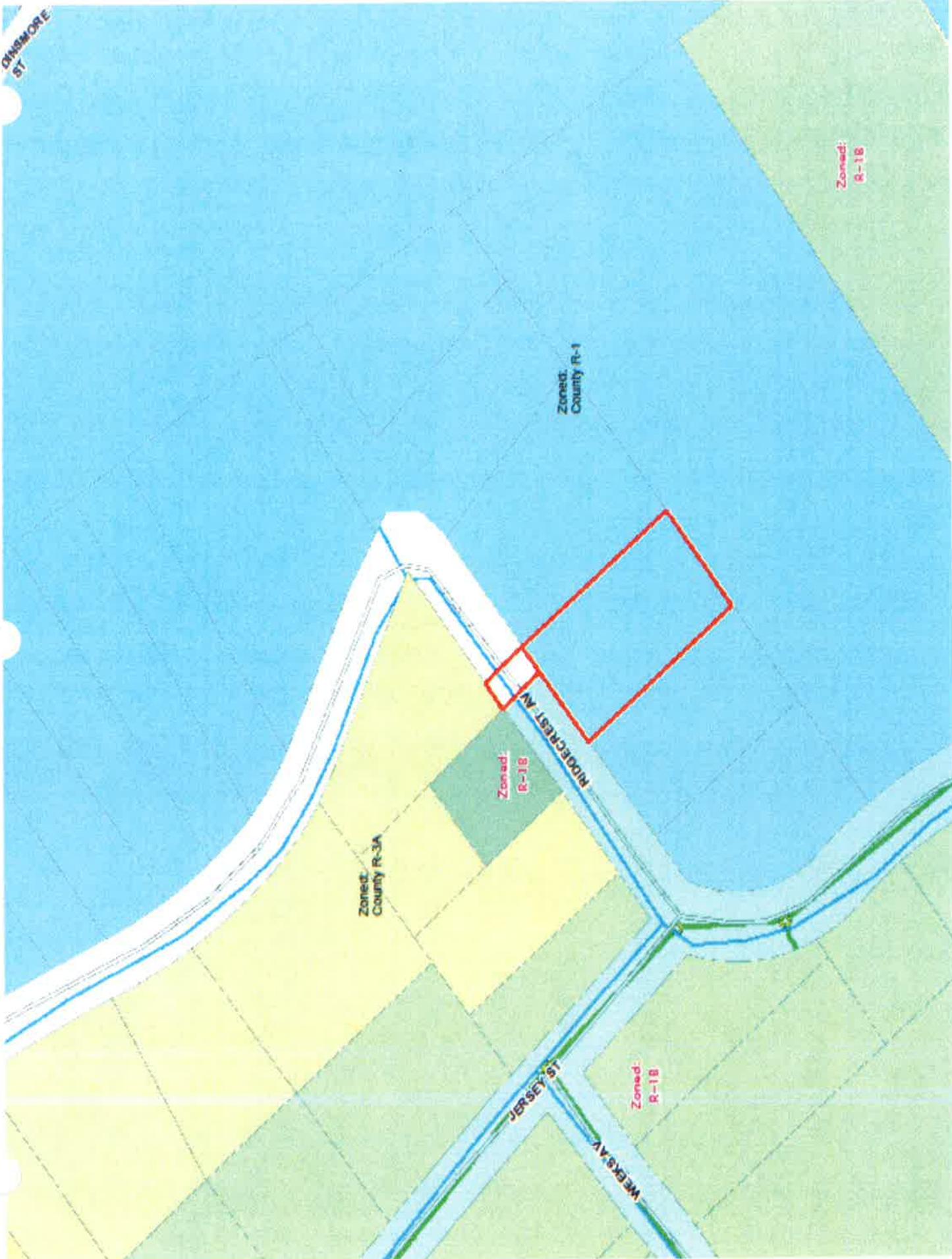
Signed before me on this 30<sup>th</sup> day of Dec., 2014.  
 a notary public for the State of Tennessee  
 County of Sullivan

Notary Page M. Jeffers  
 My Commission Expires 8/24/16





ONSMORE ST



Zoned County R-1

Zoned R-1B

Zoned R-1B

Zoned County R-3A

Zoned R-1B



# Rationale

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



AGENDA ACTION FORM

**Amend the FY15 Operating Budgets and Various Projects**

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

Action Form No.: AF-64-2015  
Work Session: March 16, 2015  
First Reading: March 17, 2015  
Final Adoption: **April 7, 2015**  
Staff Work By: Judy Smith  
Presentation By: Jeff Fleming

**Recommendation:**  
Approve the ordinance.

**Executive Summary:**  
This ordinance is a cleanup ordinance for the various operating budgets and projects. The General Project Fund will be amended by transferring funds from the Road Design project in the amount of \$92,000, from the Wilcox Mobility Path project in the amount of \$7,248, from the Harbor Chapel Road in the amount of \$1,556, from the Sullivan Clinchfield Improvements project in the amount of \$203, from the 2011 GO Road Improvements project in the amount of \$6,167 and from the Cleek Road Phase 2 project in the amount of \$76,369 to the Street Resurfacing project in the amount of \$183,543 and close all projects except GP1208. Funds will be transferred from the Fire Training Facility/Equipment project in the amount of \$36,163 to Fire Station 6 in the amount of \$12,540 and to the Fire Truck and Equipment project in the amount of \$23,623 and close project GP1001 and GP1211. Funds will be transferred from the Emergency Sirens project in the amount of \$40,000 to the Fire Training Ground project to complete the burn building. Funds will be transferred from the Facilities Maintenance project in the amount of \$1,499, from the Renaissance Center Roof Repair project in the amount of \$36,944, from the Roof Replacement Justice Center/Library project in the amount of \$56,281 to the HVAC Replacement project in the amount of \$73,226 and to Facilities Maintenance project GP1531 in the amount of \$21,499 making a total transfer of \$94,724.

The General Fund will be amended by transferring funds to KEDB (C & F Automotive) account in the amount of \$101,700 from the Debt Service Account. Sullivan County sold some property and it reduced our debt service to the county by \$59,000 and the remainder will come from the reduced Debt Service in the General Fund account, \$50,000 will be transferred to the Downtown Kingsport Association for Christmas lights, \$10,000 will be transferred to the Building Department for dilapidating structures, \$20,000 will be transferred to legal for professional consultants and \$14,000 will be transferred to the Senior Center.

The Demolition Landfill project will be amended by transferring funds in the amount of \$15,391 to the Mobile Recycling Totes project (DL1201) from the Solid Waste Equipment project DL1200. The Solid Waste Equipment Project (DL1501) will be amended by Transferring funds from the Solid Waste Equipment projects (DL1201 and DL1401) in the amount of \$14,857. The DL projects to be closed are DL1200, DL1201 and DL1401.

**Attachments:**  
1. Ordinance

Funding source appropriate and funds are available: *JA*

	Y	N	O
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

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

AN ORDINANCE TO AMEND THE GENERAL FUND PROJECTS, DEMOLITION LANDFILL PROJECT FUND AND GENERAL FUND BUDGETS BY TRANSFERRING FUNDS TO VARIOUS PROJECTS FOR THE YEAR ENDING JUNE 30, 2015; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Project Fund budgets be amended by transferring \$92,000 from the 2011 GO Road Design project (GP1208), from the Wilcox Mobility Path project (GP1229) in the amount of \$7,248, from the Harbor Chapel Road (GP0917) in the amount of \$1,556, from the Sullivan Clinchfield Improvements project (GP1202) in the amount of \$203, from the 2011 GO Road Improvements project (GP1207) in the amount of \$6,167, from the Cleek Road Phase 2 Improvements project (GP1300) in the amount of \$76,369 to the Street Resurfacing project (GP1518) in the amount of \$183,543; by transferring \$36,163 from the Fire Training Facility/Equipment (GP1001) to the Fire station 6 Improvements project (GP1211) in the amount of \$12,540 and to the Fire Truck & Equipment project (GP1410) in the amount of \$23,623; by transferring \$40,000 from the Emergency Sirens (GP1225) to the Fire Training Ground project (GP1521); by transferring \$56,281 from the Roof Replacement Justice Center/Library project (GP1231), by transferring \$1,499 from the Facilities Maintenance project (GP1006), by transferring \$36,945 from the Renaissance Center Roof Repair project (Gp1020) to the HVAC Replacement project (GP1523) in the amount of \$73,226 and to the Facilities Improvements project (GP1531) in the amount of \$21,499. General Fund will be amended by reducing the Sullivan County Economic Development budget in the amount of \$59,000 and by reducing the General Fund Transfer to Debt Service by \$136,700 to fund KEDB for C & F Automotive loan in the amount of \$101,700 and to transfer \$20,000 to the Legal Department, \$10,000 for demolition of dilapidated structures and \$50,000 to the Downtown Kingsport Association for Christmas Lights.

Section II. That the Demolition Landfill Project Fund budgets be amended by transferring funds from the Solid Waste Equipment project (DL1200) in the amount of \$15,614 to the Mobile Recycling Totes project (DL1201) in the amount of \$15,391 and \$223 to the Solid Waste Equipment project (DL1501) and by transferring \$14,634 from the Solid Waste Equipment project (DL1401) to the Solid Waste Equipment project (DL1501).

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b>Fund 311: General Project Fund</b>			
<b>2011 GO Road Design (GP1208)</b>			
<b>Revenues:</b>	\$	\$	\$
311-0000-368-1040 Series 2011 GO Pub Imp	645,799	(92,000)	553,799
311-0000-368-2101 Premium From Bond Sale	12,238	0	12,238

**Totals:** 658,037      (92,000)      566,037

**Expenditures:**

311-0000-601-2023 Arch/Eng/Landscaping	\$ 637,089	\$ (92,000)	\$ 545,089
311-0000-601-4041 Bond Sale Expense	20,948	0	20,948

**Totals:** 658,037      (92,000)      566,037

**Fund 311: General Project Fund**

**Wilcox Mobility Path (GP1229)**

**Revenues:**

311-0000-368-1041 Series 2012C GO Pub Imp	\$ 295,341	\$ (7,248)	\$ 288,093
311-0000-368-2101 Premium From Bond Sale	10,282	0	10,282

**Totals:** 305,623      (7,248)      298,375

**Expenditures:**

311-0000-601-2023 Arch/Eng/Landscaping	\$ 17,750	\$ 14,552	\$ 32,302
311-0000-601-2097 State Reviews & Permits	250	0	250
311-0000-601-4041 Bond Sale Expense	5,623	0	5,623
311-0000-601-9003 Improvements	282,000	(21,800)	260,200

**Totals:** 305,623      (7,248)      298,375

**Fund 311: General Project Fund**

**Harbor Chapel Road (GP0917)**

**Revenues:**

311-0000-368-1035 Series 2009A GO Pub Imp	\$ 829,664	\$ 0	\$ 829,664
311-0000-368-1040 Series 2011 GO Pub Imp	71,934	(1,556)	70,378
311-0000-368-2101 Premium From Bond Sale	18,352	0	18,352

**Totals:** 919,950      (1,556)      918,394

**Expenditures:**

311-0000-601-2022 Construction Contracts	\$ 762,956	\$ 0	\$ 762,956
311-0000-601-2023 Arch/Eng/Landscaping	82,801	(12,775)	70,026
311-0000-601-4041 Bond Sale Expense	32,692	0	32,692
311-0000-601-9001 Land	41,501	11,219	52,720

**Totals:** 919,950      (1,556)      918,394

**Fund 311: General Project Fund**

**Sullivan Clinchfield Improvements (GP1202)**

**Revenues:**

311-0000-368-1037 Series 2009D (BABS)	\$ 600,000	\$ (203)	\$ 599,797
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**Totals:** 600,000      (203)      599,797

**Expenditures:**

311-0000-601-2022 Construction Contracts	\$ 61,580	\$ 0	\$ 61,580
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311-0000-601-2023 Arch/Eng/Landscaping	62,858	(203)	62,655
311-0000-601-9001 Land	6,342	0	6,342
311-0000-601-9003 Improvements	469,220	0	469,220
<b>Totals:</b>	<b>600,000</b>	<b>(203)</b>	<b>599,797</b>

**Fund 311: General Project Fund**  
**2011 GO Road Improvements (GP1207)**

<b>Revenues:</b>	\$	\$	\$
311-0000-368-1040 Series 2011 GO Pub Imp	134,403	(6,167)	128,236
311-0000-368-2101 Premium From Bond Sale	51,788	0	51,788
<b>Totals:</b>	<b>186,191</b>	<b>(6,167)</b>	<b>180,024</b>

<b>Expenditures:</b>	\$	\$	\$
311-0000-601-2022 Construction Contracts	17,125	0	17,125
311-0000-601-2023 Arch/Eng/Landscaping	30,419	(15,869)	14,550
311-0000-601-4041 Bond Sale Expense	88,647	0	88,647
311-0000-601-9001 Land	50,000	9,702	59,702
<b>Totals:</b>	<b>186,191</b>	<b>(6,167)</b>	<b>180,024</b>

**Fund 311: General Project Fund**  
**Cleek Rd Phase 2 (GP1300)**

<b>Revenues:</b>	\$	\$	\$
311-0000-368-1037 Series 2009D (BABS) GO	315,195	0	315,195
311-0000-368-1040 Series 2011 GO Pub Imp	2,670,000	(76,369)	2,593,631
<b>Totals:</b>	<b>2,985,195</b>	<b>(76,369)</b>	<b>2,908,826</b>

<b>Expenditures:</b>	\$	\$	\$
311-0000-601-2020 Professional Consultant	88	(88)	0
311-0000-601-2023 Arch/Eng/Landscaping	177,953	(1,644)	176,309
311-0000-601-9001 Land	7,736	0	7,736
311-0000-601-9003 Improvements	2,799,418	(74,637)	2,724,781
<b>Totals:</b>	<b>2,985,195</b>	<b>(76,369)</b>	<b>2,908,826</b>

**Fund 311: General Project Fund**  
**Street Resurfacing (GP1518)**

<b>Revenues:</b>	\$	\$	\$
311-0000-368-1037 Series 2009D (BABS) GO	97,026	203	97,229
311-0000-368-1040 Series 2011 GO Pub Imp	0	176,092	176,092
311-0000-368-1041 Series 2012C GO Pub Imp	0	7,248	7,248
311-0000-368-1047 2014 A GO Bonds	984,673	0	984,673
311-0000-368-2101 Premium From Bond Sale	95,971	0	95,971
<b>Totals:</b>	<b>1,177,670</b>	<b>183,543</b>	<b>1,361,213</b>

<b>Expenditures:</b>	\$	\$	\$
311-0000-601-2022 Construction Contracts	1,165,197	183,543	1,348,740

311-0000-601-4041 Bond Sale Expense	12,473	0	12,473
<b>Totals:</b>	<b>1,177,670</b>	<b>183,543</b>	<b>1,361,213</b>

**Fund 311: General Fund**  
**Fire Training Facility/Equipment (GP1001)**

<b>Revenues:</b>	\$	\$	\$
311-0000-364-2000 From Corporations	41,789	(14,400)	41,789
311-0000-364-3000 From Non-Profits	8,607	0	8,607
311-0000-391-0100 From General Fund	168,560	(21,763)	146,797
<b>Totals:</b>	<b>218,956</b>	<b>(36,163)</b>	<b>197,193</b>

<b>Expenditures:</b>	\$	\$	\$
311-0000-601-9004 Equipment	2,394	0	2,394
311-0000-601-9006 Purchases Over \$5,000	216,562	(36,163)	194,799
<b>Totals:</b>	<b>218,956</b>	<b>(36,163)</b>	<b>197,193</b>

**Fund 311: General Fund**  
**Fire Station 6 Improvements (GP1211)**

<b>Revenues:</b>	\$	\$	\$
311-0000-368-1037 Series 2009D (BABS) GO	100,002	0	100,002
311-0000-368-1040 Series 2011 GO Pub Imp	222,350	0	222,350
311-0000-368-2101 Premium From Bond Sale	1,224	0	1,224
311-0000-391-0100 From General Fund	0	12,540	12,540
<b>Totals:</b>	<b>323,576</b>	<b>12,540</b>	<b>336,116</b>

<b>Expenditures:</b>	\$	\$	\$
311-0000-601-4041 Bond Sale Expense	2,095	0	2,095
311-0000-601-9003 Improvements	321,481	12,540	334,021
<b>Totals:</b>	<b>323,576</b>	<b>12,540</b>	<b>336,116</b>

**Fund 311: General Fund**  
**Fire Truck & Equipment (GP1410)**

<b>Revenues:</b>	\$	\$	\$
311-0000-368-1047 Series 2014A GO Bonds	1,068,641	0	1,068,641
311-0000-368-2101 Premium From Bond Sale	111,903	5,645	117,548
311-0000-364-2000 From Corporations	0	14,400	14,400
311-0000-391-0100 From General Fund	0	9,223	9,223
<b>Totals:</b>	<b>1,180,544</b>	<b>29,268</b>	<b>1,209,812</b>

<b>Expenditures:</b>	\$	\$	\$
311-0000-601-4041 Bond Sale Expense	14,544	5,645	20,189
311-0000-601-9006 Purchases Over \$5,000	1,166,000	23,623	1,189,623
<b>Totals:</b>	<b>1,180,544</b>	<b>29,268</b>	<b>1,209,812</b>

**Fund 311: General Fund**

**Emergency Sirens (GP1225)**

<b>Revenues:</b>	\$	\$	\$
311-0000-368-1041 Series 2012C GO Pub Imp	98,447	(40,000)	58,447
311-0000-368-2101 Premium From Bond Sale	3,427	0	3,427
<b>Totals:</b>	<b>101,874</b>	<b>(40,000)</b>	<b>61,874</b>

<b>Expenditures:</b>	\$	\$	\$
311-0000-601-4041 Bond Sale Expense	1,874	0	1,874
311-0000-601-9003 Improvements	100,000	(40,000)	60,000
<b>Totals:</b>	<b>101,874</b>	<b>(40,000)</b>	<b>61,874</b>

**Fund 311: General Fund**

**Fire Training Ground (GP1521)**

<b>Revenues:</b>	\$	\$	\$
311-0000-368-1041 Series 2012C GO Pub Imp	0	40,000	40,000
311-0000-368-1047 Series 2014A GO Bonds	274,951	0	274,951
311-0000-368-2101 Premium From Bond Sale	28,791	0	28,791
<b>Totals:</b>	<b>303,742</b>	<b>40,000</b>	<b>343,742</b>

<b>Expenditures:</b>	\$	\$	\$
311-0000-601-4041 Bond Sale Expense	3,742	0	3,742
311-0000-601-9003 Improvements	300,000	40,000	340,000
<b>Totals:</b>	<b>303,742</b>	<b>40,000</b>	<b>343,742</b>

**Fund 311: General Fund**

**Roof Replacmnt Justice Ctrner/Library (GP1231)**

<b>Revenues:</b>	\$	\$	\$
311-0000-368-1041 Series 2012C GO Pub Imp	393,787	(56,281)	337,506
311-0000-368-2101 Premium From Bond Sale	13,710	0	13,710
<b>Totals:</b>	<b>407,497</b>	<b>(56,281)</b>	<b>351,216</b>

<b>Expenditures:</b>	\$	\$	\$
311-0000-601-2023 Arch/Eng/Landscaping	24,000	(24,000)	0
311-0000-601-4041 Bond Sale Expense	7,497	0	7,497
311-0000-601-9003 Improvements	376,000	(32,281)	343,719
<b>Totals:</b>	<b>407,497</b>	<b>(56,281)</b>	<b>351,216</b>

**Fund 311: General Fund**

**Facilities Maintenance (GP1006)**

<b>Revenues:</b>	\$	\$	\$
311-0000-391-0100 From General Fund	114,304	(1,499)	112,805
311-0000-391-3300 From Eastman Annex	13,776	0	13,776
<b>Totals:</b>	<b>128,080</b>	<b>(1,499)</b>	<b>126,581</b>

**Expenditures:**

311-0000-601-2022	Construction Contracts	
311-0000-601-2023	Arch/Eng/Landscaping	
311-0000-601-3020	Operating Supplies & Tools	
<b>Totals:</b>		

\$	\$	\$
120,780	0	120,780
1,800	(1,499)	301
5,500	0	5,500
<b>128,080</b>	<b>(1,499)</b>	<b>126,581</b>

**Fund 311: General Fund**

**Renaissance Center Roof Repair (GP1020)**

**Revenues:**

311-0000-368-1037	Series 2009D (BABS) GO	
311-0000-368-2101	Premium From Bond Sale	
<b>Totals:</b>		

\$	\$	\$
177,269	(36,945)	140,324
286	0	286
<b>177,555</b>	<b>(36,945)</b>	<b>140,610</b>

**Expenditures:**

311-0000-601-2023	Arch/Eng/Landscaping	
311-0000-601-4041	Bond Sale Expense	
311-0000-601-9003	Improvements	
<b>Totals:</b>		

\$	\$	\$
0	14,822	14,822
2,555	0	2,555
175,000	(51,767)	123,233
<b>177,555</b>	<b>(36,945)</b>	<b>140,610</b>

**Fund 311: General Fund**

**HVAC Replacement (GP1523)**

**Revenues:**

311-0000-368-1037	Series 2009D (BABS) GO	
311-0000-368-1041	Series 2012C GO Pub Imp	
311-0000-368-1047	Series 2014A GO Bonds	
311-0000-368-2101	Premium From Bond Sale	
<b>Totals:</b>		

\$	\$	\$
0	36,945	36,945
0	36,281	36,281
229,126	0	229,126
23,993	0	23,993
<b>253,119</b>	<b>73,226</b>	<b>326,345</b>

**Expenditures:**

311-0000-601-4041	Bond Sale Expense	
311-0000-601-9003	Improvements	
<b>Totals:</b>		

\$	\$	\$
3,119	0	3,119
250,000	73,226	323,226
<b>253,119</b>	<b>73,226</b>	<b>326,345</b>

**Fund 311: General Fund**

**Facilities Improvements (GP1531)**

**Revenues:**

311-0000-368-1041	Series 2012C GO Pub Imp	
311-0000-391-0100	From General Fund	
<b>Totals:</b>		

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

**Expenditures:**

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

\$	\$	\$
0	5,000	5,000
0	16,499	16,499

<b>Totals:</b>	0	21,499	21,499
<b>Fund 455: Demolition Landfill</b>			
<b>Solid Waste Equipment (DL1200)</b>			
<b>Revenues:</b>			
455-0000-391-0527 Series 2012C GO Pub Imp	\$ 560,000	\$ (15,614)	\$ 544,386
<b>Totals:</b>	<b>560,000</b>	<b>(15,614)</b>	<b>544,386</b>
<b>Expenditures:</b>			
455-0000-601-9006 Purchases Over \$5,000	\$ 560,000	\$ (15,614)	\$ 544,386
<b>Totals:</b>	<b>560,000</b>	<b>(15,614)</b>	<b>544,386</b>
<b>Fund 455: Demolition Landfill</b>			
<b>Mobile Recycling Totes (DL1201)</b>			
<b>Revenues:</b>			
455-0000-391-0527 Series 2012C GO Pub Imp	\$ 600,000	\$ 15,391	\$ 615,391
<b>Totals:</b>	<b>600,000</b>	<b>15,391</b>	<b>615,391</b>
<b>Expenditures:</b>			
455-0000-601-2022 Construction Contracts	\$ 0	\$ 13,500	\$ 13,500
455-0000-601-9006 Purchases Over \$5,000	600,000	1,891	601,891
<b>Totals:</b>	<b>600,000</b>	<b>15,391</b>	<b>615,391</b>
<b>Fund 455: Demolition Landfill</b>			
<b>Solid Waste Equipment (DL1401)</b>			
<b>Revenues:</b>			
455-0000-391-0529 Series 2013b GO Pub Imp	\$ 305,000	\$ (14,634)	\$ 290,366
<b>Totals:</b>	<b>305,000</b>	<b>(14,634)</b>	<b>290,366</b>
<b>Expenditures:</b>			
455-0000-601-9006 Purchases Over \$5,000	\$ 305,000	\$ (14,634)	\$ 290,366
<b>Totals:</b>	<b>305,000</b>	<b>(14,634)</b>	<b>290,366</b>
<b>Fund 455: Demolition Landfill</b>			
<b>Solid Waste Equipment (DL1501)</b>			
<b>Revenues:</b>			
455-0000-391-0529 Series 2013b GO Pub Imp	\$ 0	\$ 14,634	\$ 14,634
455-0000-391-0527 Series 2012C GO Pub Imp	0	223	223
455-0000-391-0530 Series 2014A BO Bonds	100,000	0	100,000
<b>Totals:</b>	<b>100,000</b>	<b>14,857</b>	<b>114,857</b>
<b>Expenditures:</b>			
455-0000-601-9006 Purchases Over \$5,000	\$ 100,000	\$ 14,857	\$ 114,857
<b>Totals:</b>	<b>100,000</b>	<b>14,857</b>	<b>114,857</b>

**Fund 211: Debt Service**

<b>Revenues:</b>	\$	\$	\$
211-0000-391-0100 From General Fund	8,237,600	(136,700)	8,100,900
<b>Totals:</b>	<b>8,237,600</b>	<b>(136,700)</b>	<b>8,100,900</b>

<b>Expenditures:</b>	\$	\$	\$
211-4805-481-4013 Other Expenses	556,700	(136,700)	420,000
<b>Totals:</b>	<b>556,700</b>	<b>(136,700)</b>	<b>420,000</b>

<b>Expenditures:</b>	\$	\$	\$
110-1005-405-8080 Sullivan County Econ Dev	239,900	(59,000)	180,900
110-2505-435-2022 Construction Contracts	30,000	10,000	40,000
110-1003-403-2020 Professional Consultant	20,000	20,000	40,000
110-1005-405-8021 Downtown Kingsport Assoc.	117,500	50,000	167,500
110-4520-472-2030 Electric	78,000	14,000	92,000
110-1005-405-8062 IDBK/C & F Automotive	0	101,700	101,700
110-4804-481-7029 To Debt Service	8,237,600	(136,700)	8,100,900
<b>Totals:</b>	<b>8,723,000</b>	<b>0</b>	<b>8,723,000</b>

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

\_\_\_\_\_  
DENNIS 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**

**Amend the FY15 Operating Budgets and Various Projects**

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

Action Form No.: AF-64-2015  
 Work Session: March 16, 2015  
 First Reading: March 17, 2015  
 Final Adoption: April 7, 2015  
 Staff Work By: Judy Smith  
 Presentation By: Jeff Fleming

**Recommendation:**  
 Approve the ordinance.

**Executive Summary:**  
 This ordinance is a cleanup ordinance for the various operating budgets and projects. The General Project Fund will be amended by transferring funds from the Road Design project in the amount of \$92,000, from the Wilcox Mobility Path project in the amount of \$7,248, from the Harbor Chapel Road in the amount of \$1,556, from the Sullivan Clinchfield Improvements project in the amount of \$203, from the 2011 GO Road Improvements project in the amount of \$6,167 and from the Cleek Road Phase 2 project in the amount of \$76,369 to the Street Resurfacing project in the amount of \$183,543 and close all projects except GP1208. Funds will be transferred from the Fire Training Facility/Equipment project in the amount of \$36,163 to Fire Station 6 in the amount of \$12,540 and to the Fire Truck and Equipment project in the amount of \$23,623 and close project GP1001 and GP1211. Funds will be transferred from the Emergency Sirens project in the amount of \$40,000 to the Fire Training Ground project to complete the burn building. Funds will be transferred from the Facilities Maintenance project in the amount of \$1,499, from the Renaissance Center Roof Repair project in the amount of \$36,944, from the Roof Replacement Justice Center/Library project in the amount of \$56,281 to the HVAC Replacement project in the amount of \$73,226 and to Facilities Maintenance project GP1531 in the amount of \$21,499 making a total transfer of \$94,724.

The General Fund will be amended by transferring funds to KEDB (C & F Automotive) account in the amount of \$101,700 from the Debt Service Account. Sullivan County sold some property and it reduced our debt service to the county by \$59,000 and the remainder will come from the reduced Debt Service in the General Fund account, \$50,000 will be transferred to the Downtown Kingsport Association for Christmas lights, \$10,000 will be transferred to the Building Department for dilapidating structures, \$20,000 will be transferred to legal for professional consultants and \$14,000 will be transferred to the Senior Center.

The Demolition Landfill project will be amended by transferring funds in the amount of \$15,391 to the Mobile Recycling Totes project (DL1201) from the Solid Waste Equipment project DL1200. The Solid Waste Equipment Project (DL1501) will be amended by Transferring funds from the Solid Waste Equipment projects (DL1201 and DL1401) in the amount of \$14,857. The DL projects to be closed are DL1200, DL1201 and DL1401.

**Attachments:**  
 1. Ordinance

Funding source appropriate and funds are available: *js*

	Y	N	O
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

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

AN ORDINANCE TO AMEND THE GENERAL FUND PROJECTS, DEMOLITION LANDFILL PROJECT FUND AND GENERAL FUND BUDGETS BY TRANSFERRING FUNDS TO VARIOUS PROJECTS FOR THE YEAR ENDING JUNE 30, 2015; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Project Fund budgets be amended by transferring \$92,000 from the 2011 GO Road Design project (GP1208), from the Wilcox Mobility Path project (GP1229) in the amount of \$7,248, from the Harbor Chapel Road (GP0917) in the amount of \$1,556, from the Sullivan Clinchfield Improvements project (GP1202) in the amount of \$203, from the 2011 GO Road Improvements project (GP1207) in the amount of \$6,167, from the Cleek Road Phase 2 Improvements project (GP1300) in the amount of \$76,369 to the Street Resurfacing project (GP1518) in the amount of \$183,543; by transferring \$36,163 from the Fire Training Facility/Equipment (GP1001) to the Fire station 6 Improvements project (GP1211) in the amount of \$12,540 and to the Fire Truck & Equipment project (GP1410) in the amount of \$23,623; by transferring \$40,000 from the Emergency Sirens (GP1225) to the Fire Training Ground project (GP1521); by transferring \$56,281 from the Roof Replacement Justice Center/Library project (GP1231), by transferring \$1,499 from the Facilities Maintenance project (GP1006), by transferring \$36,945 from the Renaissance Center Roof Repair project (Gp1020) to the HVAC Replacement project (GP1523) in the amount of \$73,226 and to the Facilities Improvements project (GP1531) in the amount of \$21,499. General Fund will be amended by reducing the Sullivan County Economic Development budget in the amount of \$59,000 and by reducing the General Fund Transfer to Debt Service by \$136,700 to fund KEDB for C & F Automotive loan in the amount of \$101,700 and to transfer \$20,000 to the Legal Department, \$10,000 for demolition of dilapidated structures and \$50,000 to the Downtown Kingsport Association for Christmas Lights.

Section II. That the Demolition Landfill Project Fund budgets be amended by transferring funds from the Solid Waste Equipment project (DL1200) in the amount of \$15,614 to the Mobile Recycling Totes project (DL1201) in the amount of \$15,391 and \$223 to the Solid Waste Equipment project (DL1501) and by transferring \$14,634 from the Solid Waste Equipment project (DL1401) to the Solid Waste Equipment project (DL1501).

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b>Fund 311: General Project Fund</b>			
<b>2011 GO Road Design (GP1208)</b>			
<b>Revenues:</b>	\$	\$	\$
311-0000-368-1040 Series 2011 GO Pub Imp	645,799	(92,000)	553,799
311-0000-368-2101 Premium From Bond Sale	12,238	0	12,238

**Totals:**

<b>658,037</b>	<b>(92,000)</b>	<b>566,037</b>
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**Expenditures:**

311-0000-601-2023 Arch/Eng/Landscaping  
311-0000-601-4041 Bond Sale Expense

\$	\$	\$	
637,089	(92,000)	545,089	
20,948	0	20,948	
<b>658,037</b>	<b>(92,000)</b>	<b>566,037</b>	

**Totals:**

**Fund 311: General Project Fund**

**Wilcox Mobility Path (GP1229)**

**Revenues:**

311-0000-368-1041 Series 2012C GO Pub Imp  
311-0000-368-2101 Premium From Bond Sale

\$	\$	\$	
295,341	(7,248)	288,093	
10,282	0	10,282	
<b>305,623</b>	<b>(7,248)</b>	<b>298,375</b>	

**Totals:**

**Expenditures:**

311-0000-601-2023 Arch/Eng/Landscaping  
311-0000-601-2097 State Reviews & Permits  
311-0000-601-4041 Bond Sale Expense  
311-0000-601-9003 Improvements

\$	\$	\$	
17,750	14,552	32,302	
250	0	250	
5,623	0	5,623	
282,000	(21,800)	260,200	
<b>305,623</b>	<b>(7,248)</b>	<b>298,375</b>	

**Totals:**

**Fund 311: General Project Fund**

**Harbor Chapel Road (GP0917)**

**Revenues:**

311-0000-368-1035 Series 2009A GO Pub Imp  
311-0000-368-1040 Series 2011 GO Pub Imp  
311-0000-368-2101 Premium From Bond Sale

\$	\$	\$	
829,664	0	829,664	
71,934	(1,556)	70,378	
18,352	0	18,352	
<b>919,950</b>	<b>(1,556)</b>	<b>918,394</b>	

**Totals:**

**Expenditures:**

311-0000-601-2022 Construction Contracts  
311-0000-601-2023 Arch/Eng/Landscaping  
311-0000-601-4041 Bond Sale Expense  
311-0000-601-9001 Land

\$	\$	\$	
762,956	0	762,956	
82,801	(12,775)	70,026	
32,692	0	32,692	
41,501	11,219	52,720	
<b>919,950</b>	<b>(1,556)</b>	<b>918,394</b>	

**Totals:**

**Fund 311: General Project Fund**

**Sullivan Clinchfield Improvements (GP1202)**

**Revenues:**

311-0000-368-1037 Series 2009D (BABS)

\$	\$	\$	
600,000	(203)	599,797	
<b>600,000</b>	<b>(203)</b>	<b>599,797</b>	

**Totals:**

**Expenditures:**

311-0000-601-2022 Construction Contracts

\$	\$	\$	
61,580	0	61,580	

311-0000-601-2023 Arch/Eng/Landscaping	62,858	(203)	62,655
311-0000-601-9001 Land	6,342	0	6,342
311-0000-601-9003 Improvements	469,220	0	469,220
<b>Totals:</b>	<b>600,000</b>	<b>(203)</b>	<b>599,797</b>

**Fund 311: General Project Fund**  
**2011 GO Road Improvements (GP1207)**

<b>Revenues:</b>	\$	\$	\$
311-0000-368-1040 Series 2011 GO Pub Imp	134,403	(6,167)	128,236
311-0000-368-2101 Premium From Bond Sale	51,788	0	51,788
<b>Totals:</b>	<b>186,191</b>	<b>(6,167)</b>	<b>180,024</b>

<b>Expenditures:</b>	\$	\$	\$
311-0000-601-2022 Construction Contracts	17,125	0	17,125
311-0000-601-2023 Arch/Eng/Landscaping	30,419	(15,869)	14,550
311-0000-601-4041 Bond Sale Expense	88,647	0	88,647
311-0000-601-9001 Land	50,000	9,702	59,702
<b>Totals:</b>	<b>186,191</b>	<b>(6,167)</b>	<b>180,024</b>

**Fund 311: General Project Fund**  
**Cleek Rd Phase 2 (GP1300)**

<b>Revenues:</b>	\$	\$	\$
311-0000-368-1037 Series 2009D (BABS) GO	315,195	0	315,195
311-0000-368-1040 Series 2011 GO Pub Imp	2,670,000	(76,369)	2,593,631
<b>Totals:</b>	<b>2,985,195</b>	<b>(76,369)</b>	<b>2,908,826</b>

<b>Expenditures:</b>	\$	\$	\$
311-0000-601-2020 Professional Consultant	88	(88)	0
311-0000-601-2023 Arch/Eng/Landscaping	177,953	(1,644)	176,309
311-0000-601-9001 Land	7,736	0	7,736
311-0000-601-9003 Improvements	2,799,418	(74,637)	2,724,781
<b>Totals:</b>	<b>2,985,195</b>	<b>(76,369)</b>	<b>2,908,826</b>

**Fund 311: General Project Fund**  
**Street Resurfacing (GP1518)**

<b>Revenues:</b>	\$	\$	\$
311-0000-368-1037 Series 2009D (BABS) GO	97,026	203	97,229
311-0000-368-1040 Series 2011 GO Pub Imp	0	176,092	176,092
311-0000-368-1041 Series 2012C GO Pub Imp	0	7,248	7,248
311-0000-368-1047 2014 A GO Bonds	984,673	0	984,673
311-0000-368-2101 Premium From Bond Sale	95,971	0	95,971
<b>Totals:</b>	<b>1,177,670</b>	<b>183,543</b>	<b>1,361,213</b>

<b>Expenditures:</b>	\$	\$	\$
311-0000-601-2022 Construction Contracts	1,165,197	183,543	1,348,740

311-0000-601-4041 Bond Sale Expense	12,473	0	12,473
<b>Totals:</b>	<b>1,177,670</b>	<b>183,543</b>	<b>1,361,213</b>

**Fund 311: General Fund**  
**Fire Training Facility/Equipment (GP1001)**

<b>Revenues:</b>	\$	\$	\$
311-0000-364-2000 From Corporations	41,789	(14,400)	41,789
311-0000-364-3000 From Non-Profits	8,607	0	8,607
311-0000-391-0100 From General Fund	168,560	(21,763)	146,797
<b>Totals:</b>	<b>218,956</b>	<b>(36,163)</b>	<b>182,793</b>

<b>Expenditures:</b>	\$	\$	\$
311-0000-601-9004 Equipment	2,394	0	2,394
311-0000-601-9006 Purchases Over \$5,000	216,562	(36,163)	180,399
<b>Totals:</b>	<b>218,956</b>	<b>(36,163)</b>	<b>182,793</b>

**Fund 311: General Fund**  
**Fire Station 6 Improvements (GP1211)**

<b>Revenues:</b>	\$	\$	\$
311-0000-368-1037 Series 2009D (BABS) GO	100,002	0	100,002
311-0000-368-1040 Series 2011 GO Pub Imp	222,350	0	222,350
311-0000-368-2101 Premium From Bond Sale	1,224	0	1,224
311-0000-391-0100 From General Fund	0	12,540	12,540
<b>Totals:</b>	<b>323,576</b>	<b>12,540</b>	<b>336,116</b>

<b>Expenditures:</b>	\$	\$	\$
311-0000-601-4041 Bond Sale Expense	2,095	0	2,095
311-0000-601-9003 Improvements	321,481	12,540	334,021
<b>Totals:</b>	<b>323,576</b>	<b>12,540</b>	<b>336,116</b>

**Fund 311: General Fund**  
**Fire Truck & Equipment (GP1410)**

<b>Revenues:</b>	\$	\$	\$
311-0000-368-1047 Series 2014A GO Bonds	1,068,641	0	1,068,641
311-0000-368-2101 Premium From Bond Sale	111,903	5,645	117,548
311-0000-364-2000 From Corporations	0	14,400	14,400
311-0000-391-0100 From General Fund	0	9,223	9,223
<b>Totals:</b>	<b>1,180,544</b>	<b>29,268</b>	<b>1,209,812</b>

<b>Expenditures:</b>	\$	\$	\$
311-0000-601-4041 Bond Sale Expense	14,544	5,645	20,189
311-0000-601-9006 Purchases Over \$5,000	1,166,000	23,623	1,189,623
<b>Totals:</b>	<b>1,180,544</b>	<b>29,268</b>	<b>1,209,812</b>

**Fund 311: General Fund**  
**Emergency Sirens (GP1225)**

<b>Revenues:</b>	\$	\$	\$
311-0000-368-1041 Series 2012C GO Pub Imp	98,447	(40,000)	58,447
311-0000-368-2101 Premium From Bond Sale	3,427	0	3,427
<b>Totals:</b>	<b>101,874</b>	<b>(40,000)</b>	<b>61,874</b>

<b>Expenditures:</b>	\$	\$	\$
311-0000-601-4041 Bond Sale Expense	1,874	0	1,874
311-0000-601-9003 Improvements	100,000	(40,000)	60,000
<b>Totals:</b>	<b>101,874</b>	<b>(40,000)</b>	<b>61,874</b>

**Fund 311: General Fund**  
**Fire Training Ground (GP1521)**

<b>Revenues:</b>	\$	\$	\$
311-0000-368-1041 Series 2012C GO Pub Imp	0	40,000	40,000
311-0000-368-1047 Series 2014A GO Bonds	274,951	0	274,951
311-0000-368-2101 Premium From Bond Sale	28,791	0	28,791
<b>Totals:</b>	<b>303,742</b>	<b>40,000</b>	<b>343,742</b>

<b>Expenditures:</b>	\$	\$	\$
311-0000-601-4041 Bond Sale Expense	3,742	0	3,742
311-0000-601-9003 Improvements	300,000	40,000	340,000
<b>Totals:</b>	<b>303,742</b>	<b>40,000</b>	<b>343,742</b>

**Fund 311: General Fund**  
**Roof Replacmnt Justice Ctner/Library (GP1231)**

<b>Revenues:</b>	\$	\$	\$
311-0000-368-1041 Series 2012C GO Pub Imp	393,787	(56,281)	337,506
311-0000-368-2101 Premium From Bond Sale	13,710	0	13,710
<b>Totals:</b>	<b>407,497</b>	<b>(56,281)</b>	<b>351,216</b>

<b>Expenditures:</b>	\$	\$	\$
311-0000-601-2023 Arch/Eng/Landscaping	24,000	(24,000)	0
311-0000-601-4041 Bond Sale Expense	7,497	0	7,497
311-0000-601-9003 Improvements	376,000	(32,281)	343,719
<b>Totals:</b>	<b>407,497</b>	<b>(56,281)</b>	<b>351,216</b>

**Fund 311: General Fund**  
**Facilities Maintenance (GP1006)**

<b>Revenues:</b>	\$	\$	\$
311-0000-391-0100 From General Fund	114,304	(1,499)	112,805
311-0000-391-3300 From Eastman Annex	13,776	0	13,776
<b>Totals:</b>	<b>128,080</b>	<b>(1,499)</b>	<b>126,581</b>

**Expenditures:**

311-0000-601-2022 Construction Contracts  
311-0000-601-2023 Arch/Eng/Landscaping  
311-0000-601-3020 Operating Supplies & Tools

***Totals:***

	\$	\$	\$
	120,780	0	120,780
	1,800	(1,499)	301
	5,500	0	5,500
	<b>128,080</b>	<b>(1,499)</b>	<b>126,581</b>

**Fund 311: General Fund**

**Renaissance Center Roof Repair (GP1020)**

**Revenues:**

311-0000-368-1037 Series 2009D (BABS) GO  
311-0000-368-2101 Premium From Bond Sale

***Totals:***

	\$	\$	\$
	177,269	(36,945)	140,324
	286	0	286
	<b>177,555</b>	<b>(36,945)</b>	<b>140,610</b>

**Expenditures:**

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

***Totals:***

	\$	\$	\$
	0	14,822	14,822
	2,555	0	2,555
	175,000	(51,767)	123,233
	<b>177,555</b>	<b>(36,945)</b>	<b>140,610</b>

**Fund 311: General Fund**

**HVAC Replacement (GP1523)**

**Revenues:**

311-0000-368-1037 Series 2009D (BABS) GO  
311-0000-368-1041 Series 2012C GO Pub Imp  
311-0000-368-1047 Series 2014A GO Bonds  
311-0000-368-2101 Premium From Bond Sale

***Totals:***

	\$	\$	\$
	0	36,945	36,945
	0	36,281	36,281
	229,126	0	229,126
	23,993	0	23,993
	<b>253,119</b>	<b>73,226</b>	<b>326,345</b>

**Expenditures:**

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

***Totals:***

	\$	\$	\$
	3,119	0	3,119
	250,000	73,226	323,226
	<b>253,119</b>	<b>73,226</b>	<b>326,345</b>

**Fund 311: General Fund**

**Facilities Improvements (GP1531)**

**Revenues:**

311-0000-368-1041 Series 2012C GO Pub Imp  
311-0000-391-0100 From General Fund

***Totals:***

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

**Expenditures:**

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

	\$	\$	\$
	0	5,000	5,000
	0	16,499	16,499

<b>Totals:</b>	0	21,499	21,499
<b>Fund 455: Demolition Landfill</b>			
<b>Solid Waste Equipment (DL1200)</b>			
<b>Revenues:</b>			
455-0000-391-0527 Series 2012C GO Pub Imp	\$ 560,000	\$ (15,614)	\$ 544,386
<b>Totals:</b>	<b>560,000</b>	<b>(15,614)</b>	<b>544,386</b>
<b>Expenditures:</b>			
455-0000-601-9006 Purchases Over \$5,000	\$ 560,000	\$ (15,614)	\$ 544,386
<b>Totals:</b>	<b>560,000</b>	<b>(15,614)</b>	<b>544,386</b>
<b>Fund 455: Demolition Landfill</b>			
<b>Mobile Recycling Totes (DL1201)</b>			
<b>Revenues:</b>			
455-0000-391-0527 Series 2012C GO Pub Imp	\$ 600,000	\$ 15,391	\$ 615,391
<b>Totals:</b>	<b>600,000</b>	<b>15,391</b>	<b>615,391</b>
<b>Expenditures:</b>			
455-0000-601-2022 Construction Contracts	\$ 0	\$ 13,500	\$ 13,500
455-0000-601-9006 Purchases Over \$5,000	600,000	1,891	601,891
<b>Totals:</b>	<b>600,000</b>	<b>15,391</b>	<b>615,391</b>
<b>Fund 455: Demolition Landfill</b>			
<b>Solid Waste Equipment (DL1401)</b>			
<b>Revenues:</b>			
455-0000-391-0529 Series 2013b GO Pub Imp	\$ 305,000	\$ (14,634)	\$ 290,366
<b>Totals:</b>	<b>305,000</b>	<b>(14,634)</b>	<b>290,366</b>
<b>Expenditures:</b>			
455-0000-601-9006 Purchases Over \$5,000	\$ 305,000	\$ (14,634)	\$ 290,366
<b>Totals:</b>	<b>305,000</b>	<b>(14,634)</b>	<b>290,366</b>
<b>Fund 455: Demolition Landfill</b>			
<b>Solid Waste Equipment (DL1501)</b>			
<b>Revenues:</b>			
455-0000-391-0529 Series 2013b GO Pub Imp	\$ 0	\$ 14,634	\$ 14,634
455-0000-391-0527 Series 2012C GO Pub Imp	0	223	223
455-0000-391-0530 Series 2014A BO Bonds	100,000	0	100,000
<b>Totals:</b>	<b>100,000</b>	<b>14,857</b>	<b>114,857</b>
<b>Expenditures:</b>			
455-0000-601-9006 Purchases Over \$5,000	\$ 100,000	\$ 14,857	\$ 114,857
<b>Totals:</b>	<b>100,000</b>	<b>14,857</b>	<b>114,857</b>

**Fund 211: Debt Service**

<b>Revenues:</b>	\$	\$	\$
211-0000-391-0100 From General Fund	8,237,600	(136,700)	8,100,900
<b>Totals:</b>	<b>8,237,600</b>	<b>(136,700)</b>	<b>8,100,900</b>

<b>Expenditures:</b>	\$	\$	\$
211-4805-481-4013 Other Expenses	556,700	(136,700)	420,000
<b>Totals:</b>	<b>556,700</b>	<b>(136,700)</b>	<b>420,000</b>

<b>Expenditures:</b>	\$	\$	\$
110-1005-405-8080 Sullivan County Econ Dev	239,900	(59,000)	180,900
110-2505-435-2022 Construction Contracts	30,000	10,000	40,000
110-1003-403-2020 Professional Consultant	20,000	20,000	40,000
110-1005-405-8021 Downtown Kingsport Assoc.	117,500	50,000	167,500
110-4520-472-2030 Electric	78,000	14,000	92,000
110-1005-405-8062 IDBK/C & F Automotive	0	101,700	101,700
110-4804-481-7029 To Debt Service	8,237,600	(136,700)	8,100,900
<b>Totals:</b>	<b>8,723,000</b>	<b>0</b>	<b>8,723,000</b>

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

\_\_\_\_\_  
DENNIS 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**

**Approving an Acknowledgement with Eastman Chemical Company Pertaining to Monitoring Wells Located on Cattails Golf Course**

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

Action Form No.: AF-73-2015  
 Work Session: April 6, 2015  
 First Reading: N/A  
 Final Adoption: April 7, 2015  
 Staff Work By: Jeff Fleming  
 Presentation By: Jeff Fleming

**Recommendation:**

Approve the resolution.

**Executive Summary:**

Sometime in the past Eastman Chemical Company located three monitoring wells on property that is now part of the Cattails Golf Course. Eastman has offered to dismantle and remove the monitoring wells from the city's property at Eastman's cost. The acknowledgment declines the offer to remove the wells and relieves Eastman from any future obligation to remove said monitoring wells. The city has been advised by Eastman of the location of the monitoring wells on its property and accepts any liability relating to the presence of the wells. The city will have to notify subsequent owners of the presence and location of the monitoring wells.

Steve Robbins advised the city manager that he could not, "think of a downside to the wells remaining, unless you were to sell the property. A buyer could demand they be removed. Eastman has not used the wells for sampling/testing in a long time."

As to the location of the wells Bill Wetherholt of Eastman wrote, "There are two wells located on the golf course in the reeds adjacent to the 16th tee box (near the creek that separates the tee box from the 15th green). This can probably best be accessed from paved path at the golf course maintenance building near Eastman's fire training. The other well is located next the large pond that is between the Aquatic Center and the 18th green. There is an access road located near the entrance of the Aquatic Center that runs between the pond and the Meadowview Parkway that should allow access to this well."

**Attachments:**

- 1. Resolution

	Y	N	O
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

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

A RESOLUTION APPROVING AN ACKNOWLEDGMENT WITH EASTMAN CHEMICAL COMPANY PERTAINING TO MONITORING WELLS ON THE CATTAILS GOLF COURSE PROPERTY AND AUTHORIZING THE MAYOR TO EXECUTE THE ACKNOWLEDGMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE ACKNOWLEDGMENT OR THIS RESOLUTION

WHEREAS, Eastman Chemical Company has installed some monitoring wells on property owned by the city, which is used as the Cattails Golf Course; and

WHEREAS, Eastman Chemical Company has offered to dismantle and remove the monitoring wells from the city's property at Eastman Chemical Company's cost.

WHEREAS, the city has been advised by Eastman Chemical Company of the location of the monitoring wells on city property;

WHEREAS, by execution of the acknowledgement the city declines the offer of Eastman Chemical Company to remove the wells and agrees that Eastman Chemical Company is relieved from any future obligation to remove said monitoring wells; and

WHEREAS, the execution of the acknowledgment includes a provision that the city accepts any liability relating to the presence of the wells and obligates the city to notify subsequent owners of the presence and location of the monitoring wells; and

WHEREAS, Eastman Chemical Company has requested that the city execute the acknowledgement set out herein.

Now therefore,

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

SECTION I. That an acknowledgement between Eastman Chemical Company and the city is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an acknowledgment with Eastman Chemical Company, and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the acknowledgment or this resolution, said acknowledgment being as follows:

ACKNOWLEDGEMENT

This Acknowledgment is made by the CITY OF KINGSPORT, TENNESSEE, (the "City"); to EASTMAN CHEMICAL COMPANY, ("ECC").

RECITALS

A. The City owns of record certain real property located in the 13th Civil District of Sullivan County, Tennessee and generally described as that property shown on Sullivan County Tax Map 76, Control Map 76, Parcel 6.92, which was conveyed to the City by:

- Deed dated January 11, 1995 and recorded in the Sullivan County Register of Deeds Office in Deed Book 1042C at page 293,

· Deed dated September 30, 1996 and recorded in the Sullivan County Register of Deeds Office in Deed Book 1174C at page 473,  
· Deed dated October 2, 1996 and recorded in the Sullivan County Register of Deeds Office in Deed Book 1181C at page 271,  
and which is further described on the attached Exhibit A ("City's Property").  
B. ECC has previously installed one or more monitoring wells on the City's Property.  
NOW, THEREFORE, the City acknowledges as follows:  
ECC has offered to dismantle and remove the monitoring wells from the City's Property at ECC's cost. The City has declined ECC's offer to remove the wells and hereby relieves ECC from any future obligation to remove said monitoring wells.  
The City has been advised by ECC of the location of the monitoring wells on its property and accepts any liability relating to the presence of the wells. The City further agrees to notify subsequent owners of the presence and location of the monitoring wells.  
[Signature Blocks and Exhibit Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 7th day of April, 2015.

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

ATTEST:

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

APPROVED AS TO FORM:

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



**AGENDA ACTION FORM**

**Awarding the Bid for the Purchase of One (1) Backhoe to ASC Construction Equipment, Inc.**

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

Action Form No.: AF-67-2015  
 Work Session: April 6, 2015  
 First Reading: N/A

Final Adoption: April 7, 2015  
 Staff Work By: Committee  
 Presentation By: C. McCart / R. McReynolds / S. Hightower

**Recommendation:**  
 Approve the resolution.

**Executive Summary:**

Bids were opened on March 4, 2015 for the purchase of one Backhoe for use by the Water Department. The advertisement for the Invitation to Bid was published in the Kingsport Times News on February 15, 2015 and placed on our website for 18 calendar days. It is the recommendation of the committee to accept the low compliant bid from ASC Construction Equipment, Inc. for one each Volvo BL70B as follows:

	\$81,686.00	Unit Price
Less	\$11,000.00	Trade-In allowance for Equipment # 1641
	\$70,686.00	Total Price

This unit is a Fleet Replacement.

Funding is identified in Account # 51150085019010.

**Attachments:**

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

Funding source appropriate and funds are available: 

	Y	N	O
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

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

A RESOLUTION AWARDDING THE BID FOR THE PURCHASE OF  
ONE BACKHOE TO ASC CONSTRUCTION EQUIPMENT, INC.  
AND AUTHORIZING THE CITY MANAGER TO EXECUTE A  
PURCHASE ORDER FOR THE SAME

WHEREAS, bids were opened March 4, 2015, for the purchase of one (1) backhoe for the use at the water department; and

WHEREAS, the city will receive \$11,000.00 for a trade-in allowance for vehicle #1641; and

WHEREAS, upon review of the bids, the board finds ASC Construction Equipment, Inc. is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to purchase one (1) Volvo BL70B backhoe from ASC Construction Equipment, Inc., at a total purchase cost of \$70,686.00, which includes the deduction of the \$11,000.00 trade-in allowance; and

WHEREAS, funding is identified in account #51150085019010.

Now therefore,

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

SECTION I. That the bid for the purchase of one (1) Volvo BL70B backhoe at a total purchase cost of \$70,686.00, which includes the deduction of the \$11,000.00 trade-in allowance, is awarded to ASC Construction Equipment, Inc., and the city manager is authorized and directed to execute a purchase order for same.

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

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

ADOPTED this the 7th day of April, 2015.

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

ATTEST:

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

APPROVED AS TO FORM:

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

MINUTES  
BID OPENING  
March 4, 2015  
4:00 P.M.

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

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

The Procurement Manager opened with the following bids:

BACKHOE				
Vendor:	Qty.:	Unit Cost:	Trade-In #1641:	Make/Model:
ASC Construction Equipment	1	\$81,686.00	\$11,000.00	Volvo BL70B
Cumberland Tractor & Equip.	1	\$90,408.00	-0-	New Holland 1395C
Stowers	1	\$91,900.00	\$ 8,000.00	Caterpillar 420F2
Nortrax	1	\$86,150.00	\$17,000.00	2015 John Deere 310SL
Contractors Machinery	1	\$92,378.00	\$12,000.00	Case 580 Super N

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



FLEET MAINTENANCE DIVISION

City of Kingsport, Tennessee

**To:** Brent Morelock, Assistant Procurement Manager  
**From:** Steve Hightower, Fleet Manager  
 Chad Austin, Water/ Waste Water Manager  
**Date:** March 23, 2015  
**Re:** Backhoe Loader Purchase Recommendation

This will confirm our review and recommendation to purchase the low compliant bid of the following vendor. It is further recommended to accept the Trade-In Offering of \$11,000. The low bid offering of Nortrax did not meet the specifications with regards to minimum front bucket breakout force, dynamic front axle weight, and hydraulic pump GPM requirements as listed below.

Required Bucket Breakout Force is 11,000 pounds and 10,438 was offered.

Required Dynamic Front Axle minimum is 20,000 pounds and 18,739 was offered.

Required Hydraulic Pump size minimum is 42GPM @ 2,200 RPM/ 3,600PSI and 36 GPM and 3,625 PSI was offered.

Item	Quantity	Description	Award to Vendor	Fuel Economy
1	1	2014 Volvo BL70B	ASC Construction Equipment	2.5 GPH

Low Compliant Bidder

Fuel Economy Improvement and Trade In Information

0%

The unit being replaced has a similar fuel economy rating so no fuel economy improvements will be realized.

One (1) **Fleet Replacement:**

Fleet Unit: 1641 - 2004 JCB Backhoe Loader – Age: 11 Years 2.1 GPH  
 Trade Offering: \$11,000

Origin Information

1. New Unit Origin of Manufacture:
  - a. Backhoe Loader Mfg.– Tedinaris, Brazil
    - i. 0% Domestic/ 100% Foreign Materials
2. New Unit Purchase Dealer:
  - a. Backhoe Loader – ASC Construction Equipment – Knoxville, TN

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

Thank you

Delivery Compliance

Delivery and Compliance to Specifications expectations have been added to insure prompt delivery of any vehicle or piece of equipment purchased by the City of Kingsport. Failure of the awarded vendor to deliver on time or correct pre acceptance inspection deficiencies within the allotted time results in a monetary penalty assessed on a daily basis. This process will insure the departments receive their replacement units in a timely manner. Specified time allotted for delivery is 10 days after June 1, 2015 and 15 days to correct inspection deficiencies with a \$50 dollar a day penalty assessed.



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

**From:** Austin, Chad  
**Sent:** Wednesday, March 25, 2015 7:22 AM  
**To:** Hightower, Steve  
**Subject:** Backhoe purchase

Steve,  
I have reviewed the submitted bids for the 4x4 backhoe purchase for Water/Wastewater. The low, compliant bid from ASC Construction Equipment is acceptable and meets our needs as specified.

Thanks,



**Chad E. Austin, PE**  
**Water/Wastewater**  
**Distribution & Collection Manager**  
423.224.2509  
[ChadAustin@KingsportTN.gov](mailto:ChadAustin@KingsportTN.gov)



**AGENDA ACTION FORM**

**Awarding the Bid for the Construction of the Fire Training Simulator to Armstrong Construction**

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

Action Form No.: AF-72-2015  
 Work Session: April 6, 2015  
 First Reading: N/A

Final Adoption: April 7, 2015  
 Staff Work By: Asst. Chief Boyd, D. Mason, S. Crawford  
 Presentation By: Asst. Chief Boyd, D. Mason, S. Crawford

**Recommendation:** Approve the resolution.

**Executive Summary:**

Bids were opened on January 29, 2015 for the construction of the Fire Training Simulator. Armstrong Construction was the apparent low bidder with a bid amount of \$612,500.00, however, after negotiations. Armstrong Construction was able to reduce the total amount to \$579,915.00 without changing the scope of the work for this project. It is recommended to award the bid to Armstrong Construction in the total amount of \$579,915.00.

The first reading of an ordinance to appropriate total funding for this project was presented at the March 27, 2015 meeting with the second reading on April 7, 2015. Funding for this project is available in project #GP1216 and GP1521 and upon second reading of the appropriation ordinance, total funding will be in project #GP1521.

Due to the bid pricing being valid for 60 days from date of bid opening and upon approval of the appropriation ordinance's first reading, a contract with payment and performance bonds was issued to Armstrong Construction on March 23, 2015 for their signatures and bonds in order to secure the negotiated bid price, but City signatures for a fully executed contract will not be done until after approval of this resolution.

**Attachments:**

1. Resolution
3. Minutes from Bid Opening
4. Picture of Similar Fire Training Simulator 1234

Funding source appropriate and funds are available: *Ja*

	Y	N	O
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

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

A RESOLUTION AWARDING THE BID FOR THE FIRE TRAINING SIMULATOR CONSTRUCTION PROJECT TO ARMSTRONG CONSTRUCTION AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, bids were opened January 29, 2015, for the fire training simulator construction project; and

WHEREAS, upon review of the bids, the board finds Armstrong Construction is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to enter into a contract for the construction of a fire training simulator from Armstrong Construction at an estimated construction cost of \$579,915.00; and

WHEREAS, funding is identified in project numbers GP1216 and GP1521;

Now therefore,

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

SECTION I. That the bid for the construction of the Fire Training Simulator project, at an estimated cost of \$579,915.00. is awarded to Armstrong Construction, and the mayor is authorized to execute an agreement for same and all documents necessary and proper to effectuate the purpose of the agreement.

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

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

ADOPTED this the 7th day of April, 2015.

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

ATTEST:

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

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

MINUTES  
BID OPENING  
January 29, 2015  
4:00 P.M.

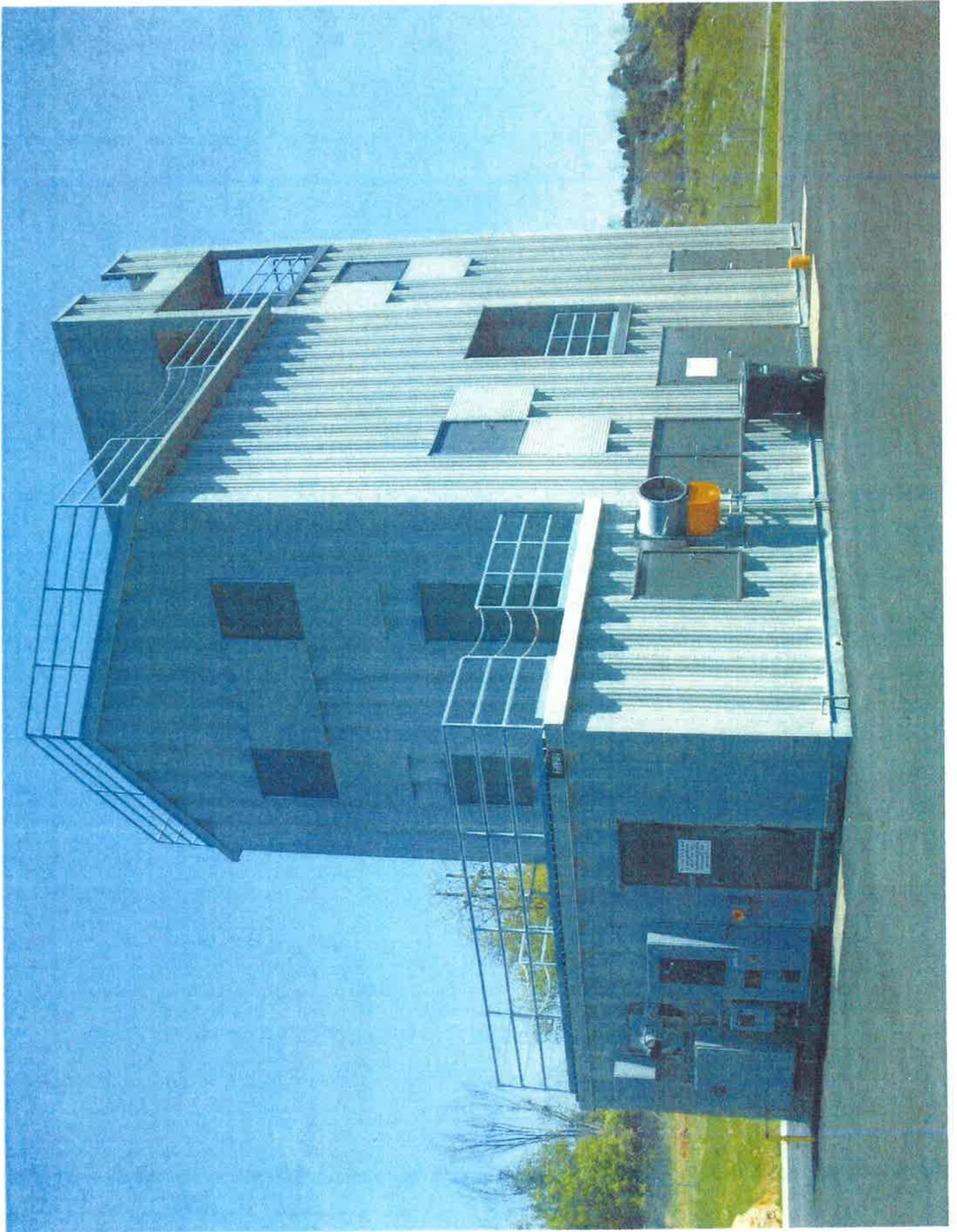
Present: Sandy Crawford, Procurement Manager; Brent Morelock, Assistant Procurement Manager; Craig Dye, Fire Chief; Scott Boyd, Assistant Fire Chief; Joel Jones, Fire Dept.; and David Mason, Project Manager

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

The Procurement Manager opened with the following bids:

FIRE TRAINING SIMULATOR			
Vendor:	Lump Sum:	Alternate 10 Add:	Comments:
Preston Construction	\$680,400.00	\$53,500.00	N/A
Armstrong Construction	\$612,500.00	\$45,717.00	Cannot meet August 1, 2015 completion schedule with pre-engineered structure supplier.
Goins Rash Cain	\$679,300.00	\$68,000.00	N/A
Jahnke & Sons Construction dba WHP Trainingtowers	N/A	N/A	Bid not signed – unable to consider.

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





AGENDA ACTION FORM

**Award Bid for Construction of the Rotherwood Greenbelt Project**

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

Action Form No.: AF-77-2015  
 Work Session: April 6, 2015  
 First Reading: April 7, 2015

Final Adoption: April 7, 2015  
 Staff Work By: Bill Albright, Michael Thompson  
 Presentation By: Bill Albright, Michael Thompson

**Recommendation:**

Approve the resolution.

**Executive Summary:**

On February 12, 2015 the City received bids for construction of the federally-funded "Rotherwood Greenbelt" project. The low bid was submitted by Duco Construction, Incorporated from Johnson City at a price of \$646,117.60 (note; a budget and account has already been established for this project). Per requirements stipulated in the grant process, documentation on the low bid was also submitted to, and approved by, the Tennessee Department of Transportation. It is anticipated construction will begin around the first week of May. Staff recommends the Board award the bid to Duco Construction.

**Attachments:**

1. Resolution
2. Bid Minutes

Funding source appropriate and funds are available:   *je*  

	Y	N	O
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

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

A RESOLUTION AWARDING THE BID FOR THE ROTHERWOOD GREENBELT PROJECT TO DUCO CONSTRUCTION, INC AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, bids were opened February 12, 2015, for the Rotherwood Greenbelt construction project; and

WHEREAS, upon review of the bids, the board finds Duco Construction, Inc. is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to enter into a contract for the construction of the Rotherwood Greenbelt construction project from Duco Construction, Inc., at an estimated construction cost of \$646,117.60; and

WHEREAS, funding is identified in project number GP1013;

Now therefore,

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

SECTION I. That the bid for the Rotherwood Greenbelt construction project at an estimated cost of \$646,117.60 is awarded to Duco Construction, Inc., and the mayor is authorized to execute an agreement for same and all documents necessary and proper to effectuate the purpose of the agreement.

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

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

ADOPTED this the 7th day of April, 2015.

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

ATTEST:

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

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

**BID BREAKDOWN AND COMPARISON TO  
ENGINEER'S ESTIMATE  
BID TABULATION SHEET**

GREENBELT PEDESTRIAN BRIDGE  
PIN: 110538.03  
FEDERAL PROJECT NO.: STP-EN-9108(43)  
STATE PROJECT NO.: 82 LPLM-F3-038  
CITY OF KINGSPORT, TN

**BIDDERS**

BID ITEMS			DUCO CONSTRUCTION CO., LLC		HOWARD ENGINEERING AND CONSTRUCTION		THOMAS CONSTRUCTION CO., INC.	
Item No.	Description	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total
000-01.01	Project Mobilization	1 L. S.	\$32,400.00	\$32,400.00	\$10,000.00	\$10,000.00	\$18,400.00	\$18,400.00
201-01	Clearing and Grubbing	1 L. S.	\$11,000.00	\$11,000.00	\$30,000.00	\$30,000.00	\$43,000.00	\$43,000.00
203-01	Road and Drainage Excavation (Unclass.	1500 C. Y.	\$24.00	\$36,000.00	\$55.00	\$82,500.00	\$50.00	\$75,000.00
209-08.02	Temp. Silt Fence (w/ Backing)	705 L.F.	\$7.50	\$5,287.50	\$10.00	\$7,050.00	\$4.00	\$2,820.00
303-01.08	Mineral Aggregate, Type A Base	425 Ton	\$30.00	\$12,750.00	\$30.00	\$12,750.00	\$40.00	\$17,000.00
602-03.02	Pedestrian Bridge (Sta.0+50 to 6+50)	1 L.S.	\$125,000.00	\$125,000.00	\$150,000.00	\$150,000.00	\$250,000.00	\$250,000.00
602-03.03	Pedestrian Bridge (Sta.15+25 to 15+75)	1L.S.	\$60,000.00	\$60,000.00	\$84,000.00	\$84,000.00	\$137,000.00	\$137,000.00
604-01.01	Class "A" Concrete (Roadway)	186 C.Y.	\$300.00	\$49,500.00	\$275.00	\$45,375.00	\$360.00	\$59,400.00
604-03.01	Class "A" Concrete (Bridges)	10 C.Y.	\$900.00	\$9,000.00	\$1,000.00	\$10,000.00	\$1,100.00	\$11,000.00
604-07.01	Retaining Wall (Stacked Segmental)	1,100 S.F.	\$29.00	\$31,900.00	\$41.00	\$45,100.00	\$34.00	\$37,400.00
607-03.02	18" RCP (Class III)	50 L.F.	\$45.00	\$2,250.00	\$80.00	\$4,000.00	\$55.00	\$2,750.00
611-07.31	18" Endwall (Side Drain)	1 EA.	\$3,600.00	\$3,600.00	\$3,000.00	\$3,000.00	\$850.00	\$850.00
615-01.70	Precast Concrete Beams (18"x36")	120 L.F.	\$245.00	\$29,400.00	\$230.00	\$27,600.00	\$330.00	\$39,600.00
620-02.00	Pedestrian Safety Rail	1,480 L.F.	\$121.00	\$179,080.00	\$94.80	\$140,008.00	\$90.00	\$133,200.00
702-01.02	Concrete Curb (Type "A",6")	360 L.T.	\$20.00	\$7,200.00	\$25.00	\$9,000.00	\$23.00	\$8,280.00
709-05.06	Class A-1 Rip-Rap	650 Ton	\$45.00	\$29,250.00	\$66.00	\$42,900.00	\$40.00	\$26,000.00
712-01	Traffic Control	1 L.S.	\$19,500.00	\$19,500.00	\$10,000.00	\$10,000.00	\$6,500.00	\$6,500.00
801-01	Seeding (W/Mulch)	1 Unit	\$3,000.00	\$3,000.00	\$100.00	\$100.00	\$150.00	\$150.00
				\$646,117.50		\$713,383.00		\$868,350.00
	Engineer's Construction Estimate:	\$705,860.00		8.5% under estimate		1% over estimate		23% over estimate
				Low		2nd		3rd

SPODEN & WILSON  
CONSULTING ENGINEERS  
338 East Center St.  
Suite 2  
Kingsport, Tennessee 37660  
(423) 245-1181



**AGENDA ACTION FORM**

**Approving an Amendment to the Lease Agreement with Alex Stratton**

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

Action Form No.: AF-76-2015  
 Work Session: April 6, 2015  
 First Reading: N/A

Final Adoption: April 7, 2015  
 Staff Work By: Lynn Tully, AICP  
 Presentation By: Lynn Tully, AICP

**Recommendation:**

Approve the resolution.

**Executive Summary:**

On November 18, 2014 the board approved an agreement with Alex Stratton to lease the property off Stone Drive for the use of a golf course driving range. The lease with Mr. Stratton has never been fully executed due to negotiations with Section 12 regarding liability insurance. The agreement originally stated that the liability insurance coverage for injuries involving multiple persons will be purchased at \$5,000,000.00. Staff recommends that this amount be dropped to \$2,000,000.00.

**Attachments:**

1. Resolution
2. Plat identifying the property being leased

	<u>Y</u>	<u>N</u>	<u>O</u>
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

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

A RESOLUTION APPROVING A LEASE AGREEMENT WITH ALEX STRATTON; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, in June 2011, the board received approximately 13.624 acres from Four Leaf Properties LLC; and

WHEREAS, the property was received by donation for future use in flood control and wetlands mitigation; and

WHEREAS, the property must be maintained annually at an approximate cost of more than one thousand six hundred dollars and brings in no revenue in its current state; and

WHEREAS, in November, 2014, the board approved a lease agreement with Alex Stratton for use as a golf course driving range, which allows the property to be maintained in a better condition than its current state and creates a small stream of revenue until necessary for mitigation purposes; and

WHEREAS, part of the consideration of the lease is that the tenant will maintain the property, including mowing, and

WHEREAS, Alex Stratton has requested that the maximum amount of liability insurance be changed from \$1,000,000.00/\$5,000,000.00 to \$1,000,000.00/\$2,000,000.00.

Now therefore,

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

SECTION I. That an agreement to lease approximately 13.624 acres on property to Alex Stratton for use as a golf course driving range, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an agreement to lease approximately 13.624 acres to Alex Stratton, and all other documents necessary and proper to effectuate the purpose of the agreement or this resolution, said amendment being generally as follows:

LEASE

This Lease (hereinafter called "Lease") is made effective as of the 7th day of April, 2014 by and between the City of Kingsport, Tennessee, a municipal corporation organized under the laws of state of Tennessee (hereinafter called "Landlord") and Alex Stratton, (hereinafter called "Tenant").

WITNESSETH:

In consideration of the mutual covenants, promises and rents contained herein the parties agree as follows:

**SECTION 1.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed and observed by Tenant, a parcel of land (hereinafter called "Leased Premises") located at Stonebrook Place, Kingsport, Tennessee and described as follows:

BEING all of Lot 1, Containing 13.624 acres, more or less, as shown on plat entitled "Division of Four Leaf Properties, LLC", of record in the Register's Office for Sullivan County, at Blountville, Tennessee in Plat Book 53, Page 354, to all of which reference is hereby expressly made.

This Property is located off of Stonebrook Drive.

**SECTION 2.**

**2.1** As part of its rent Tenant shall keep the leased Premises mowed to reasonable satisfaction of the make and maintain in good condition certain improvements to the Leased Premises, subject to the requirements of Section 7 herein below. The improvement shall include golf course driving range and its accessory structures, which shall be permanently affixed to the Leased Premises. The improvements must be fully and properly completed to the satisfaction of Landlord within 150 days of the effective date of this Lease. Tenant shall not allow the Leased Premises to be open to the public until the improvements are fully completed to the satisfaction of Landlord. Landlord may, in its sole discretion and for any reason, including esthetics, reject to proposed improvements and Tenant shall be obligated to install improvement satisfactory to Landlord. In addition to the improvements listed in this paragraph 2.1, Tenant shall pay to Landlord, without previous demand therefor and without any setoff or deduction whatsoever, except as may be specifically provided herein, rent for the Leased Premises at the rate of one hundred twenty Dollars (\$120) per annum payable in advance in equal monthly installments of ten Dollars (\$10) each on the first day of each month during the first eighteen (18) months of Lease. Tenant shall pay to Landlord, without previous demand therefor and without any setoff or deduction whatsoever, except as may be specifically provided herein, rent for the Leased Premises at the rate of two hundred forty Dollars (\$240) per annum payable in advance in equal monthly installments of twenty Dollars (\$20) each on the first day of each month during the nineteenth (19<sup>th</sup>) through the thirtieth (30<sup>th</sup>) month of Lease. Tenant shall pay to Landlord, without previous demand therefor and without any setoff or deduction whatsoever, except as may be specifically provided herein, rent for the Leased Premises at the rate of six hundred Dollars (\$600) per annum payable in advance in equal monthly installments of ten Dollars (\$50) each on the first day of each month during the third year of Lease. Tenant shall pay to Landlord, without previous demand therefor and without any setoff or deduction whatsoever, except as may be specifically provided herein, rent for the Leased Premises at the rate of one thousand two hundred Dollars (\$1,200) per annum payable in advance in equal monthly installments of ten Dollars (\$100) each on the first day of each month during the fourth year of Lease.

**2.2** All rentals payable by Tenant to Landlord under this Lease shall be paid to Landlord at the office of Landlord herein designated by it for notices or to such other place as Landlord may designate in writing to Tenant at least ten (10) days before such rental payment.

**2.3** Tenant shall promptly pay all rentals herein prescribed when and as the same shall become due and payable.

**2.4** If Landlord shall pay any monies or incur any expenses to cure any default of Tenant hereunder, the amounts so paid or incurred shall, at Landlord's option, and on notice to Tenant, be considered additional rentals, payable by Tenant with the first installment of rental thereafter becoming due and payable, and may be collected or enforced as by law provided in respect of rentals.

**SECTION 3.**

**3.1.** The Leased Premises shall be used by Tenant only for the use and attendant services of a typical Golf Course Driving Range and bicycle rental facility, and provided a limited amount of golf related items are offered for retail sale Tenant may not sell items not related to the sport of golfing, and for no other purpose or use.

**3.2.** Tenant shall comply in all respects with all applicable federal, state and local laws, rules, regulations and orders, including, without limitation, those relating to pollution, reclamation or protection of the environment, including laws relating to emissions, discharges, releases or threatened releases of pollutants, contaminants, or hazardous or toxic materials or wastes into the air, water, or land, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of pollutants, contaminants or hazardous or toxic materials or wastes. No part of the Leased Premises or improvements thereon shall be used in any manner whatsoever for any purposes in violation of the laws, ordinances, regulations or orders of the United States, or of the State, County and/or City where the Leased Premises are located, or of any duly constituted subdivision, department or board thereof.

**3.3** Tenant shall not knowingly use or occupy the Leased Premises or any part thereof, or suffer or permit the same to be used or occupied for any business or purpose deemed extra hazardous on account of fire or otherwise; and if, by reason of the use and occupancy of the Leased Premises, the policy covering the Leased Premises (Fire Insurance, Extended Coverage or Liability) is to be cancelled or the rate of said insurance shall be increased, the Landlord shall have the option of terminating this Lease, or, on demand, Tenant shall pay to Landlord the amount of such increase (but such increase in the rate of insurance shall not be deemed a breach of this covenant by Tenant).

**3.4** Tenant covenants and agrees that Tenant shall not create or maintain, or permit others to create or maintain, any nuisance, public or private, including, without limiting the foregoing, language, loud noises, sound effects, offensive odors, smoke or dust in or about the Leased Premises or do any act or fail to do any act which constitutes waste, and Tenant, at its own expense, shall keep the Leased Premises clean, neat and free from all trash and rubbish.

**3.5** Tenant agrees that it shall not use, occupy or permit the Leased Premises to be used or occupied for any unlawful purposes or for purposes not specified in this Lease.

**3.6** Tenant agrees that it shall not use, occupy or permit the Leased Premises or any part of the Leased Premises to be used or occupied, or do or permit anything to be done in or on the Leased Premises in any manner which shall cause or be likely to cause damage to the Leased Premises or any part thereof.

**3.7.** Tenant shall indemnify, defend and hold Landlord harmless from and against any loss, cost, damage or expense, including, without limitation, attorneys' fees and costs of site investigation and clean up, incurred by or imposed upon Landlord as a result of the breach by Tenant of its obligations in this Section 3.

#### **SECTION 4.**

**4.1** The term of this Lease shall begin on the \_\_\_\_\_ day of April, 2015 and end on the \_\_\_\_\_ day of April, 2015. It is expressly understood and agreed that this Lease shall be binding upon both parties from the date first written above until the termination or expiration of the term of the Lease. By written mutual agreement of the parties the term of this Lease may be renewed for a one year term for a maximum of nine renewals following the initial term of this Lease.

**4.2** After the initial term of the Lease either party may at any time terminate this Lease without cause and for such party's convenience and such termination shall not be deemed a breach of this Lease. The party exercising this termination for convenience shall give the other party thirty (30) days written notice prior to the effective date of the termination. As a result of a termination of the Lease under this paragraph 4.2 the nonterminating party shall have no right to any damages, however characterized or incurred, including actual, general, special, incidental, consequential, or other damages.

**4.3** If Tenant, for any reason and without exception, ceases or fails to operate a golf driving range on the adjacent property this Lease shall immediately and automatically terminate, and Tenant shall not be entitled to any damages from Landlord for such termination.

**SECTION 5.** Upon occupying the Leased Premises, Tenant thereby accepts the same as is and acknowledges that the improvements on the Leased Premises are in a habitable condition. Tenant has examined the Leased Premises and acknowledges the Lease Premises is in a condition and state of repair for Tenant's intended use and that the utilities available to the Leased

Premises and the capacity of the utilities are of adequate capacity for Tenant's use, and Landlord does not warrant their condition in any respect. All improvements to the Leased Premises by Tenant shall be in accordance with the provisions contained in Section 7 herein.

**SECTION 6.** Tenant shall repair and maintain the Leased Premises, in good order, condition, and repair (including any such replacement and restoration as is required for that purpose) without limitation, interior and exterior painting, all plate glass, windows, doors, hardware, plumbing lines and fixtures, gas pipes, electric wiring, electric fixtures and equipment, light fixtures, bulbs & ballasts, heating, ventilating, and air conditioning systems, walls, floors, floor coverings, ceilings and all machinery, equipment and facilities forming a part of any improvements to the Leased Premises. Should Tenant fail to make any repairs or restoration for which Tenant is responsible under this Lease, Landlord may, but shall not be obligated to, make same at Tenant's expense, and the cost thereof shall be considered additional rent due hereunder payable immediately.

**SECTION 7.** Tenant shall not make any alterations or additions to the Leased Premises without Landlord's prior written consent, which consent may be withheld by the Landlord in its sole discretion for any reason. Landlord shall not be liable for the cost of any alterations or additions, all of which are hereinafter referred to in this Section 7 as "alterations" made by Tenant, and Tenant shall indemnify and save Landlord harmless on account of claim for mechanics', materialmen's or other liens in connection with any alterations made by Tenant, and any such liens shall exist only against Tenant's leasehold interest, and not against Landlord's interest, whether in fee or otherwise. Upon Landlord's request, Tenant shall provide Landlord a waiver of lien from any contractor performing work to the Leased Premises. All alterations made by Tenant shall be in full compliance with all applicable building laws, ordinances and regulations. All alterations made by either party shall inure to Landlord's benefit and shall become a part of the Leased Premises and shall belong to Landlord absolutely as soon as made.

**SECTION 8.** Tenant recognizes that the Leased Premises owned by the Landlord is not currently subject to real property taxes, but may become taxable due to this Lease. Tenant agrees to pay any real property taxes levied with respect to the Leased Premises due to the leasing of the Leased Premises to Tenant or because of its use, whether such real property tax is levied by the United States of America, the state of Tennessee, Sullivan County, Tennessee or the City of Kingsport, Tennessee. Tenant shall pay and be liable for all taxes levied against personal property and trade fixtures placed by Tenant in or on the Leased Premises. Taxes may be paid as additional rent, but in any event Tenant shall be liable for the payment of real property taxes or personal property taxes levied as a result of its use of the Leased Premises, whenever it is due and payable.

**SECTION 9.**

**9.1.** This Lease and the tenancy hereby created shall cease and terminate at the end of the Term, as the same may be extended as permitted in Section 4 hereof, without the necessity of any notice from either Landlord or Tenant to terminate the same, and Tenant hereby waives notice to vacate the Leased Premises and agrees that Landlord shall be entitled to the benefit of all provisions of law respecting the summary recovery of possession of Leased Premises from a Tenant holding over to the same extent as if statutory notice had been given.

**9.2.** At the expiration or earlier termination of this Lease, Tenant shall, at Tenant's expense, remove all of Tenant's personal property, and repair all injury done by or in connection with the installation or removal of said property, and surrender the Leased Premises, broom clean and in as good condition as it was at the beginning of the Term, reasonable wear and damage excepted. All property of Tenant remaining on the Leased Premises after the expiration or earlier termination of this Lease shall be conclusively deemed abandoned and at Landlord's option, may be retained by Landlord, or may be removed and disposed of by Landlord in any manner it sees fit in its sole discretion, and Tenant shall reimburse Landlord for the cost of such removal and disposal. Landlord may have any such property stored at Tenant's risk and expense.

**9.3.** Tenant may terminate this Lease upon the breach of any of the terms of this Lease by Landlord that is not adequately remedied within twenty (20) consecutive calendar days of the mailing of written notices thereof to Landlord, provided that if the nature of Landlord's default is such that more than twenty (20) consecutive calendar days are reasonably required for its cure, then Landlord shall not be deemed to be in default if the Landlord commences to cure within the twenty (20) day period and thereafter diligently prosecutes such cure to completion.

**9.4.** Landlord may in its sole discretion terminate this Lease and take possession of the Leased Premises if Tenant fails to observe or perform any of the express covenants or provisions of this Lease where such failure shall continue for a period of twenty (20) consecutive calendar days after written notice thereof from Landlord to Tenant, provided that if the nature of Tenant's default is such that more than twenty (20) consecutive calendar days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences to cure within the twenty (20) day period and thereafter diligently prosecutes such cure to completion.

**SECTION 10.** Tenant shall pay for all utilities needed or used on the Leased Premises, including gas, electric, light, and water and sewer charges, along with private garbage service incurred during the term of this Lease or for any holdover period.

**SECTION 11.** No signs shall be constructed or painted on the windows, doors, outside walls, roof or exterior of the building on the Leased Premises or in or around the grounds of the Leased Premises, without the prior written consent of Landlord, which consent may be withheld by the Landlord in its sole discretion for any reason, and Landlord reserves the right to require Tenant to remove any such signs not previously consented to by Landlord from said roof, windows, doors, outside walls or exterior of the building on the Leased Premises. In the event Tenant does not promptly remove any such sign or signs upon notice from Landlord to do so Landlord shall have the right to remove such sign or signs at Tenant's expense, and Tenant shall promptly reimburse Landlord therefor.

**SECTION 12.**

**12.1.** Tenant shall keep in force at its own expense so long as this Lease remains in effect, public liability insurance covering the Leased Premises with a company or companies acceptable to Landlord and licensed to do business in Tennessee under a policy or policies in a form acceptable Landlord naming the Landlord as an additional insured with minimum limits of \$1,000,000.00 on account of bodily injuries to or death of one person; \$2,000,000.00 on account of bodily injuries to or death of more than one person as the result of any one accident or disaster; and property damage insurance with minimum limits of \$100,000.00. Tenant shall deposit a certified copy of the policy or policies of such insurance, with Landlord not less than five (5) days prior to the effective date of such policy or policies. The policy or policies of insurance shall contain a provision that they may not be cancelled, changed or non-renewed without first giving thirty (30) days notice to Landlord of any change, cancellation, or non-renewal.

**12.2** If the insurance policy or policies expire during the term of this Lease, a renewal certificate or binder shall be filed with Landlord fifteen (15) days prior to the renewal date. If Tenant shall not comply with its covenants made in this Section 13, Landlord may, at its option, cause insurance as aforesaid to be issued, and in such event Tenant agrees to pay the premiums for such insurance promptly upon Landlord's demand.

**12.3.** To the extent possible, Tenant shall obtain, for each policy of insurance secured by it, provisions permitting waiver of any claim against Landlord for loss or damage within the scope of the insurance, and Tenant, for itself and its insurers, waives all claims against the Landlord as to such claims covered by such insurance. Nothing herein shall be construed to vary the force and effect of paragraph 12.1 of this Section 12, and nothing contained in this Section 12 shall be deemed to excuse Tenant from its own negligence.

**12.4** It shall be Tenant's sole responsibility to insure and keep insured, at Tenant's expense, all personal property which is owned by the Tenant, or any other authorized occupant of the Leased Premises, and which is placed or stored in or on the Leased Premises, and it is agreed that Landlord shall have no responsibility to effect such insurance.

**SECTION 13.** Tenant shall indemnify Landlord and save it harmless from and against any and all claims, actions, damages, liability, and expense in connection with loss of life, personal injury and/or damage to property arising from or out of the occupancy or use by Tenant of the Leased Premises or any part thereof, occasioned wholly or in part by any act or omission of Tenant, its agents, employees, invitees, or licensees.

**SECTION 14.** Landlord shall not be liable for loss of or damage to any property at any time located in or about the Leased Premises, whether or not Tenant is the owner thereof, including but not

limited to any loss, damage or injury resulting from steam, gas, or electricity, or from water, rain, snow, ice, or other substance which may leak into, or issue or flow from any part of the Leased Premises, or from the pipes or plumbing work of the Leased Premises, or from or into any other place. Landlord shall be under no liability to Tenant on account of any discontinuance of heat, electricity, sewer, water, air-conditioning, sprinkler, gas, and/or other utility, convenience, service, or facility, however such discontinuance may be caused, and no such discontinuance shall constitute constructive eviction or any ground for termination of this Lease by Tenant.

**SECTION 15.** If at any time the Leased Premises become totally untenable by reason of damage or loss by fire or other casualty and such fire, flood or other casualty shall not have been caused by the negligence or wrongful act or omission of Tenant, Tenant's servants, agents, licensees, or invitees, the rent shall abate until the Leased Premises shall have been restored to tenable condition, but nothing herein is to be construed as requiring Landlord to restore or rebuild the Leased Premises. If the Leased Premises are so damaged, but not to the extent that they are totally untenable, Tenant shall continue to occupy the tenable portion thereof, and the rent shall abate in proportion to the untenable portion of the Leased Premises. In the event of a loss from fire or other casualty, Landlord shall have an election not to rebuild or recondition the Leased Premises, which such election may be exercised by written notice thereof to Tenant, given within thirty (30) days from the date of such casualty. If Landlord exercises such election, this Lease shall cease and terminate, effective on the date of such loss, and Tenant shall pay the accrued rent up to the date of such loss, or Landlord, if the rent has been paid beyond such date, shall refund to Tenant the proportionate part of any such rent prepaid, and thereupon this Lease shall terminate, with no further obligation on the part of either party hereto for matters thereafter accruing, even though the building may at a later date be rebuilt, restored or reconditioned. No damage or destruction shall allow Tenant to surrender possession of the Leased Premises, nor affect Tenant's liability for the payment of rent, except as may be specifically provided in this Lease, and, as amended or recodified, shall have no application to this Lease or to the parties hereto.

**SECTION 16.** If the Leased Premises or any part thereof shall be taken by eminent domain or by negotiated purchase under threat thereof, this Lease shall terminate on the date when title vests pursuant to such taking, and the rent shall be apportioned as of said date. Tenant shall not be entitled to any part of the award or any payment in lieu thereof; excepting that Tenant shall be entitled to any separate award rendered for trade fixtures installed by Tenant at its own cost and expense and which are not part of the realty, and for Tenant's moving expenses.

**SECTION 17.** Tenant shall permit Landlord, its agents, and employees, upon reasonable notice to enter the Leased Premises and all parts thereof during business hours to inspect the same and to enforce or carry out any provision of this Lease, or to show it to prospective purchasers or tenants; provided that, in the case of emergency, Landlord may enter without notice. No compensation shall be asked or claim made by Tenant by reason of any inconvenience or annoyance arising from anything that may be done in repairing, altering, working on or protecting the Leased Premises or building, however the necessity may arise, but this Section 18 shall not be construed as imposing any duty on Landlord to make any repairs, alterations or additions.

**SECTION 18.** Tenant shall not assign, or transfer this Lease in whole or in part, nor sublet all or any part of the Leased Premises nor permit the use of any part of the Leased Premises by any other person, firm, affiliate, or entity without first obtaining the written consent of Landlord. Consent by Landlord to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. This prohibition against assigning or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law. The consent of Landlord referred to herein may be withheld for any reason in Landlord's sole discretion.

**SECTION 19.** Tenant covenants and agrees that it shall perform all agreements herein expressed on its part to be performed, and that it shall promptly, upon receipt of written notice specifying Tenant's failure to comply with the terms hereof, commence to comply with such notice. If Tenant shall not commence and proceed diligently to comply with such notice to the reasonable satisfaction of Landlord within five (5) days after delivery thereof, then Landlord may, at its option, enter upon the Leased Premises, and do the things specified in said notice, and Landlord shall have no liability to Tenant for any loss or damage resulting in any way from such action by Landlord, and Tenant agrees to pay promptly upon demand, any reasonable expense incurred

by Landlord in taking such action, including Landlord's administrative expenses.

**SECTION 20.** Except for the right to cure set out in Section 10 if Tenant defaults in the payment of rent or additional rent or defaults in the performance of any of the covenants or conditions hereof, if the Tenant shall compound its debts, or make an assignment for the benefit of creditors, or if a receiver or trustee is applied for or appointed for the Tenant, or if there be filed a petition in bankruptcy or insolvency, or for an arrangement for reorganization by or against the Tenant, or if the Tenant is adjudicated a bankrupt or is adjudged to be insolvent, or if there is advertised any sale of Tenant's property under process of law, or if the assets or property of the Tenant in the Leased Premises shall be attached or levied upon, then Landlord may terminate this Lease without further notice to Tenant, which notice is hereby expressly waived, and this Lease shall expire as fully and completely as if that day were the date herein originally fixed for the expiration of the term, and Tenant shall quit and surrender the Leased Premises to Landlord, but Tenant shall nevertheless continue to remain liable hereunder. Landlord may at any time thereafter re-enter the Leased Premises and remove all persons and property therefrom by any suitable action or proceeding at law or in equity or by force or otherwise, without being liable for any prosecution thereof or any damages arising therefrom and repossess and enjoy the Leased Premises. Such reentry shall not relieve Tenant of the obligation to make the rental payments required by this Lease at the time and in the manner provided herein. Upon such re-entry, Landlord may, but shall not be required to, repair, alter, remodel and/or change the character of the Leased Premises as Landlord may see fit and/or at any time relet the Leased Premises in whole or in part for any period of time that Landlord elects, whether longer or shorter than the unexpired portion of the term of this Lease, as agent of Tenant, or otherwise, in the name of Landlord or of Tenant, as Landlord shall see fit, and Landlord may receive the rents therefor, applying the same first to the payment of such reasonable expenses as Landlord may have incurred in entering, dispossessing, retelling, repairing or altering the Leased Premises, and then to the fulfillment of the covenants of Tenant herein, including but not limited to the rental payments required hereunder, retaining any balances until the date the term of this Lease would otherwise have expired as security for the payment of all obligations of Tenant which may arise and be unpaid during such period. In attempting to relet the Leased Premises, Landlord shall be the sole judge as to whether or not a proposed tenant is suitable and acceptable. Landlord shall not, by receiving partial payments of rents in arrears, be deemed to have waived any rights herein for nonpayment of rent or for any other default on the part of Tenant.

**SECTION 21.** In any case where Landlord has recovered possession of the Leased Premises by reason of Tenant's default, Landlord may at Landlord's option occupy the Leased Premises or cause the Leased Premises to be redecorated, altered, divided, consolidated with other adjoining premises, or otherwise changed or prepared for reletting, and may relet the Leased Premises or any part thereof as agent of Tenant or otherwise, for a term or terms to expire prior to, at the same time as or subsequent to, the original expiration date of this Lease, at Landlord's option, and receive the rent therefor, applying the same first to the payment of such reasonable expense as Landlord may have incurred in connection with the recovery of possession, redecorating, altering, dividing, consolidating with other adjoining premises, or otherwise changing or preparing for reletting and the reletting, including reasonable brokerage and reasonable attorney's fees, and then to the payment of damages in amounts equal to the rent hereunder and to the cost and expense of performance of the other covenants of Tenant as herein provided; and Tenant agrees, whether or not Landlord has relet, to pay the Landlord damages equal to the rent and other sums herein agreed to be paid by Tenant, less the net proceeds of the reletting, if any, as ascertained from time to time, and the same shall be payable by Tenant on the several rent days above specified. In reletting the Leased Premises as aforesaid, Landlord may grant rent concessions, and Tenant shall not be credited therewith. No such reletting shall constitute a surrender and acceptance or be deemed evidence thereof. Tenant shall not be entitled to any surplus accruing as a result of any reletting. If Landlord elects pursuant hereto to occupy and use the Leased Premises or any part thereof during any part of the balance of the Term as originally fixed or since extended, there shall be allowed against Tenant's obligation for rent or damages as herein defined, during the period of Landlord's occupancy, the reasonable value of such occupancy, not to exceed in any event the rent herein reserved and such occupancy shall not be construed as a release of Tenant's liability hereunder.

**SECTION 22.** If for any reason Tenant shall refuse or decline to surrender the Leased Premises upon default or expiration or termination of the Lease, then Tenant's occupancy subsequent to such expiration or termination shall be deemed to be that of a tenant at will, and in no event from

month to month, or from year to year, subject to all of the terms, covenants and conditions of this Lease applicable thereto, and no extension or renewal of this Lease shall be deemed to have occurred by such holding over.

**SECTION 23.** No mention in this Lease of any specific right or remedy shall preclude Landlord from exercising any other right or from having any other remedy, or from maintaining any action to which it may otherwise be entitled either at law or equity; and the failure of Landlord to insist in any one or more instance upon a strict performance of any covenant of this Lease or to exercise any option or right herein contained shall not be construed as a waiver or relinquishment for the future of such covenant, right or option, but the same shall remain in full force and effect unless the contrary is expressed in writing by Landlord.

**SECTION 24.** This Lease and the covenants and conditions herein contained shall inure to the benefit of and are binding upon Landlord, its successors and assigns, and shall be binding upon Tenant, its permitted successors and assigns, and shall inure to the benefit of Tenant and its permitted assigns.

**SECTION 25.** Landlord and Tenant shall be excused for the period of any delay in the performance of any obligation hereunder when prevented from so doing by cause or causes beyond its control which shall include, without limitation, all labor disputes, civil commotion, war, war-like operations, invasion, rebellion, hostilities, military or usurped power sabotage, governmental regulations or controls, fire or other casualty, inability to obtain any material, services or financing or through Acts of God.

**SECTION 26.** If Landlord, in Landlord's sole discretion, shall deem it necessary to employ an attorney to assert any right of Landlord or enforce any obligation of Tenant hereunder, Landlord shall be entitled to recover, in addition to the other costs and expenses herein provided for, the reasonable costs and charges of such attorney.

**SECTION 27.** Tenant waives any and all notice required by law, other than such notice as may be specifically required in this Lease. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed as follows:

To the Landlord at:

City Manager  
City of Kingsport  
225 West Center Street  
Kingsport, TN 37660

To the Tennant at:

With a copy to:

City Attorney  
City of Kingsport  
225 West Center Street  
Kingsport, TN 37660

Either party may, at any time or from time to time, designate in writing a substitute address for that above set forth, or thereafter notices shall be directed to such substitute address.

**SECTION 28.** This Lease shall be governed by and construed in accordance with the laws of the state of Tennessee without regard to its conflict of laws rules. All legal proceedings relating to the subject matter of this Lease shall be maintained in the state courts for Kingsport, Sullivan County, Tennessee, and the parties agree that jurisdiction and venue for any such legal proceeding shall lie exclusively with such courts.

**SECTION 29.** The captions and headings throughout this Lease are for convenience and reference only, and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision or the scope or intent of this Lease nor in any way affect this Lease.

**SECTION 30.** In the event that two (2) or more individuals, corporations, partnerships or other business associations (or any combination of two (2) or more thereof) shall sign this Lease as

Tenant, the liability of each such individual, corporation, partnership or other business association to pay rent and perform all other obligations hereunder shall be deemed to be joint and several. In like manner, in the event that Tenant shall be a partnership or other business association, the members of which are, by virtue of statute or general law, subject to personal liability, then the liability of each such member shall be deemed to be joint and several.

**SECTION 31.** Tenant shall be responsible for its own telephone service and installation of telephone equipment in the Leased Premises.

**SECTION 32.** Except for Hazardous Materials brought, kept, or used in the Leased Premises in commercial quantities similar to those quantities usually kept on similar premises by others in the same business, and which are used and kept in compliance with applicable public health, safety, and environmental laws, Tenant shall not allow any Hazardous Material to be located in, on, or under the Leased Premises or allow the Leased Premises to be used for the manufacturing, handling, storage, distribution, or disposal of any Hazardous Material. Tenant shall comply with all federal, state, or local laws, ordinances, regulations, and orders applicable to the Leased Premises or the use thereof relating to environmental protection, or the use, analysis, generation, manufacture, storage, disposal, or transportation of any Hazardous Material. Tenant shall, at its sole cost and expense, arrange for the removal and disposal of all Hazardous Materials generated or stored in the Leased Premises, which removal and disposal shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and orders. If Tenant becomes aware of the presence of any Hazardous Material in the Leased Premises (except for those Hazardous Materials permitted above) or if Tenant or the Leased Premises become subject to any order to repair, close, or otherwise cleanup the Leased Premises, Tenant shall, at its own cost and expense, carry out and complete any repair, closure, or other cleanup of the Leased Premises. If Tenant fails to implement and diligently pursue any such repair, closure, or other cleanup, Landlord may, but shall not be obligated to, carry out such action and recover all of the costs and expenses from Tenant. As used herein, the term "Hazardous Materials" means any hazardous or toxic substance, material, or waste regulated or listed pursuant to any federal, state, or local environmental law, including without limitation, the Clean Air Act, the Clean Water Act, the Toxic Substances Control Act, the Comprehensive Environmental Response Compensation and Liability Act, the Resource Conservation and Recovery Act, the Federal Insecticide, Fungicide, Rodenticide Act, the Safe Drinking Water Act, and the Occupational Safety and Health Act, or any other toxic substance.

**SECTION 33.**

**33.1.** If any term or provision of this Lease is declared invalid or unenforceable, the remainder of this Lease shall not be affected by such determination and shall continue to be valid and enforceable.

**33.2.** The parties executing this Lease warrant that this Lease is being executed with full corporate authority and that the officers whose signatures appear hereon are duly authorized and empowered to make and execute this Lease in the name of the corporation by appropriate and legal resolution.

**33.3.** Wherever in this Lease either Tenant or Landlord shall have agreed or promised to perform certain acts or otherwise where the context of this Lease would require such performance to occur after the termination or expiration of the Lease, then those agreements and covenants shall survive the termination or expiration of the Lease and continue to bind Tenant and Landlord.

**33.4.** This written Lease constitutes the entire and complete agreement between the parties hereto and supersedes any prior oral or written agreements between the parties with respect to the Leased Premises. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions herein set forth, and that no modification of this Lease and no waiver of any of its terms and conditions shall be effective unless in writing and duly executed by the parties hereto.

**33.5.** This Lease may be executed in one or more counterparts, each of which shall be an original, and all of which when taken together shall constitute one and the same document.

**IN WITNESS WHEREOF,** the parties hereto have executed this Lease as of the day and year first above written.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 7th day of April, 2015.

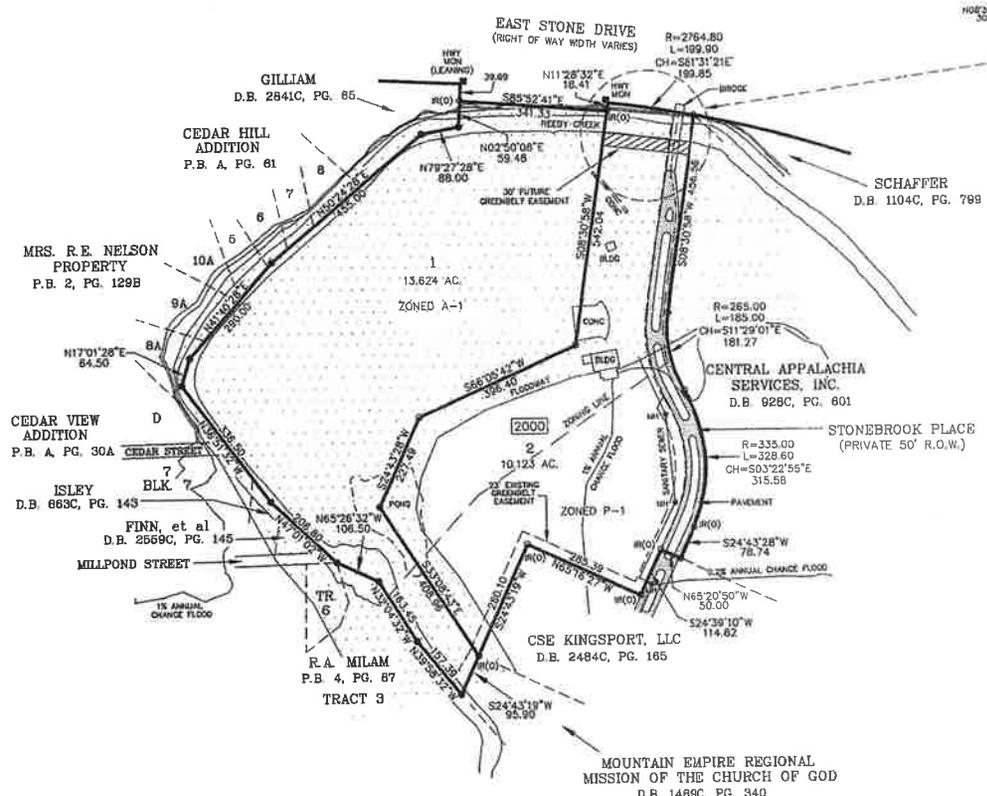
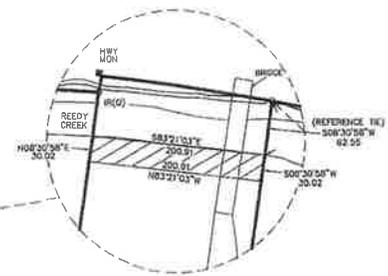
\_\_\_\_\_  
DENNIS R. PHILLIPS, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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



HART LONG  
REGISTER OF DEEDS  
SULLYVA COUNTY, TENNESSEE  
05 Aug 2011 TIME 02:25:01  
BOOK 10580 PAGE 4458  
TAX 0.00  
FEE 15.00 TOTAL 17.50  
RECEIPT NO. 001154958

27386  
Slide A-817  
BOOK P0050 PAGE 1054

- LEGEND**
- IR(0) IRON ROD, OLD
  - POINT IN CREEK/POND
  - DB DEED BOOK
  - PC PAGE
  - PB PLAT BOOK
  - AC ACRES
  - HWY HIGHWAY
  - MON MONUMENT
  - BLDG BUILDING
  - MH MANHOLE
  - R.O.W. RIGHT OF WAY
  - N.T.S. NOT TO SCALE
  - 7231 911 ADDRESS

LOT 1 IS BEING ACQUIRED BY THE CITY OF KINGSFORT FOR STORM WATER MANAGEMENT

- NOTES:
- 1) NORTH BASED ON KINGSFORT GEODETIC REFERENCE NETWORK
  - 2) PROPERTY IS ZONED A-1 AND P-1  
SETBACKS: A-1 P-1  
FRONT 50' SAME AS MOST RESTRICTIVE ADJACENT ZONING  
REAR 50' 12'  
SIDE 20' 12'
  - 3) SETBACKS TO CONFORM TO ZONING DESIGNATION  
THIS IS TO CERTIFY THAT I HAVE CONSULTED THE FEDERAL FLOOD INSURANCE ADMINISTRATION BOUNDARY MAP 47163C0045D EFFECTIVE DATE SEPTEMBER 29, 2006 AND FOUND THAT THE ABOVE PROPERTY IS LOCATED IN A SPECIAL FLOOD HAZARD AREA AS SHOWN
  - 4) JOB NO. 11-8803
  - 5) ACAD FILE 11-8803 BUCHANAN (FOUR LEAF FINANCIAL CORP.)DWG
  - 6) FIELD BOOK 610, PAGE 74
  - 7) TAX MAP 45-B "H" PARCEL 3
  - 8) DEED REFERENCE: D.B. 2688C, PAGE 242
  - 9) 3/8" IRON RODS SET ON ALL CORNERS UNLESS OTHERWISE NOTED.
  - 10) 6" UTILITY AND DRAINAGE EASEMENT ALONG SIDE AND REAR LOT LINES, 12' ALONG FRONT OF ALL LOTS.
  - 11) SURVEY BASED ON REFERENCE DEED AND PREVIOUS SURVEY BY HAWK SURVEYING, ENTITLED "MAP OF COUNTRYSIDE HEALTHCARE, LTD. SITE WALDEN COUNTRYSIDE VILLAGE SITE" DATED OCTOBER 1, 1984

**CERTIFICATE OF OWNERSHIP AND RESIGATION**  
I, HENRY HERBERT, CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREIN AND THAT I HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY USUO FREE CONSENT, ESTABLISH THE BUILDING LINES, AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS, AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS NOTED.

DATE 5-23-11  
Signature: Henry Herbert



**ALLEY & ASSOCIATES, INC.**  
SURVEYORS  
240 E. MARKET STREET  
KINGSFORT, TENNESSEE 37680  
TELEPHONE (423) 392-6090  
FAX: (423) 392-6096

<p><b>CERTIFICATE OF ACCURACY</b></p> <p>I HEREBY CERTIFY THAT THE PLAN SHOWN AND DESCRIBED HEREIN IS A TRUE AND CORRECT SURVEY TO THE ACCURACY REQUIRED BY THE KINGSFORT, TENNESSEE RECORDING PLANNING COMMISSION AND THAT THE MONUMENTS HAVE BEEN PLACED AS SHOWN HEREIN.</p> <p>DATE 05-03-11 Signature: [Signature]</p> <p>REGISTERED SURVEYOR</p>	<p><b>CERTIFICATION OF THE APPROVAL FOR 911 ADDRESSING ASSIGNMENT</b></p> <p>I HEREBY CERTIFY THAT THE ADDRESSES, AS NOTED ON THE FINAL PLAN, ARE APPROVED AS ASSIGNED.</p> <p>DATE _____</p> <p>CITY GIS DIVISION DIRECTOR OF 911 ADDRESSING</p>	<p><b>CERTIFICATION OF THE APPROVAL OF SEWERAGE SYSTEM</b></p> <p>I HEREBY CERTIFY THAT THE SEWERAGE DISPOSAL SYSTEM INSTALLED OR PROPOSED FOR INSTALLATION FULLY MEETS THE REQUIREMENTS OF THE TENNESSEE DEPARTMENT OF ENVIRONMENT &amp; CONSERVATION AND IS HEREBY APPROVED AS SHOWN.</p> <p>DATE 5-3-11 Signature: [Signature]</p> <p>KINGSFORT AUTHORITY AGENT</p>	<p><b>CERTIFICATION OF APPROVAL OF PUBLIC WATER SYSTEM</b></p> <p>I HEREBY CERTIFY THAT THE PUBLIC WATER UTILITY SYSTEM INSTALLED OR PROPOSED FOR INSTALLATION FULLY MEETS THE REQUIREMENTS OF THE KINGSFORT WATER UTILITY SYSTEM AND IS HEREBY APPROVED AS SHOWN.</p> <p>DATE 5-3-11 Signature: [Signature]</p> <p>KINGSFORT AUTHORIZING AGENT</p>	<p><b>CERTIFICATE OF APPROVAL FOR RECORDING</b></p> <p>I HEREBY CERTIFY THAT THE SUBDIVISION PLAN SHOWN HEREIN HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS FOR KINGSFORT, TENNESSEE, WITH THE EXCEPTION OF SUCH VARIANCES, IF ANY, AS ARE NOTED IN THE MINUTES OF THE PLANNING COMMISSION AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE SULLYVA COUNTY REGISTER OF DEEDS. A SURETY BOND IN THE AMOUNT OF \$ _____ DOLLARS HAS BEEN POSTED WITH THE REGISTER OF DEEDS. PLANNING COMMISSION TO SECURE COMPLETION OF ALL REQUIRED IMPROVEMENTS IN CASE OF DEFAULT.</p> <p>DATE 5-5-11 Signature: [Signature]</p> <p>SECRETARY, KINGSFORT REGIONAL PLANNING COMMISSION</p>	<p><b>DIVISION OF FOUR LEAF PROPERTIES, LLC</b> <b>KINGSFORT REGIONAL PLANNING COMMISSION</b></p> <p>TOTAL ACRES 29.747 TOTAL LOTS 2 ACRES NEW ROAD 0 MILES NEW ROAD 0</p> <p>OWNER FOUR LEAF PROPERTIES, LLC CIVIL DISTRICT 11TH SURVEYOR ALLEY &amp; ASSOCIATES, INC. CLOSURE ERROR 110.000</p> <p>SCALE 1"=200'</p>
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Sewer and water not available for new lot 1.



## AGENDA ACTION FORM

### Approving a Plan to Create an Adventure Tourism District

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

Action Form No.: AF-75-2015  
 Work Session: April 6, 2015  
 First Reading: N/A

Final Adoption: April 7, 2015  
 Staff Work By: Lynn Tully, AICP  
 Presentation By: Lynn Tully, AICP

### Recommendation:

Approve the resolution.

### Executive Summary:

The "Tennessee Adventure Tourism and Rural Development Act of 2011" created a mechanism by which communities can apply to be certified as an adventure tourism district ("district"). Certification as a district allows certain businesses to qualify for a jobs tax credit specific to the Adventure Tourism Act. Certification of a district must be obtained by receiving approval from both the commissioner of the Department of Revenue and the commissioner of the Department of Economic and Community Development. This approval is based upon a "best interests of the state" determination made by DOR and approved by ECD. All interested local governments must submit their completed plans and applications to ECD by April 15, 2015. Approved plans will receive certification for a period of three (3) years. Upon expiration of the three (3) year period, a local government must submit a new, complete plan for certification.

This District sets the stage for an economic benefit for any new tourism business who invests significantly in our district. Accordingly, any "tourism related business" including restaurants, lodging establishments and other tourism related attractions may form the basis of a local governing body's application for creation of a district and may benefit from the tax credits provided for in the Adventure Tourism Act once a district is certified by DOR and ECD.

### Attachments:

- Resolution
- Adventure Tourism District Map

	Y	N	O
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

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

A RESOLUTION OF CITY OF KINGSPORT, TENNESSEE  
DECLARING ITS INTENT TO PARTICIPATE IN THE  
TENNESSEE ADVENTURE TOURISM AND RURAL  
DEVELOPMENT ACT OF 2011 BY DEVELOPING A CERTIFIED  
ADVENTURE TOURISM DISTRICT PLAN

WHEREAS, *Tenn. Code Ann.* section 11-11-204 authorizes the creation of an Adventure Tourism District and an Adventure Tourism District Plan in the city upon approval be a two-thirds majority vote of the board of mayor and aldermen; and

WHEREAS, adventure tourism, such as road biking, mountain biking, motorized trail riding, all-terrain vehicles, rowing, kayaking and canoeing, equine activities, rappelling, paragliding, zip lining, hang-gliding, shooting sports, and other such activities, offer economic development opportunities for all businesses in the city;

WHEREAS, approval as an Adventure Tourism District allows qualified businesses located within the district to earn a jobs tax credit to offset a portion of the Tennessee franchise and excise tax liability; and

WHEREAS, the city will work closely with the State of Tennessee Economic and Community Development and Department of Revenue to ensure approval of the Adventure Tourism District Plan.

Now therefore,

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

SECTION I. That pursuant to the Tennessee Adventure Tourism and Rural Development Act of 2011 the city hereby creates an Adventure Tourism District, which is known as the Kingsport Adventure Tourism District and the district shall be all the property in the corporate boundaries of the city .

SECTION II. That the board approves an Adventure Tourism District Plan set out as follows:

**Adventure Tourism District Plan  
Kingsport, Tennessee**

**Overview**

In a targeted effort to attract growth for our existing Adventure Tourism businesses and to recruit additional Adventure Tourism Businesses with the goal of increasing revenue and generating additional jobs, Kingsport has created a the Kingsport Adventure Tourism District.

Kingsport has a multitude of natural resources, which fit the criteria to build the Adventure Tourism Industry impact. Kingsport desires to reduce unemployment and draw tourism which plays a large part in our economic outlook. We see this district designation as a way to assist in increasing our local and state tax revenue for improved economic growth.

**Targeted Business**

Tourism is big business across the nation and in Tennessee. The economic impact of Tennessee Tourism was more than \$16.7 Billion in 2013. One niche area of great impact is Adventure Tourism. This category includes "outdoor recreational opportunities such as equine and

motorized trail riding, white-water rafting and kayaking, rappelling, rock climbing, hang-gliding, spelunking, and other such activities."

#### **Products and Services**

The Kingsport Adventure Tourism District includes Bays Mountain Park, one of the largest municipal parks in the state, and areas adjacent to Warriors Path State Park. This area also includes shoreline of Patrick Henry Lake. Additionally, the North and South Forks of the Holston River transect Kingsport from north to south and east to west, respectively, while Boone Lake is in close proximity to the southeastern city limit. These particular areas create opportunity for users to enjoy recreational activities including cycle cross bicycle races, mountain biking, hiking, kayaking/canoeing, bird watching, and stand-up paddle boarding because of its terrain and assets. Recent improvements in Kingsport bicycle infrastructure have begun to attract adventurers, through the heart of our downtown and to our city limits in in several directions, as bicycle tourists learn of the logistical flexibility offered by Kingsport's location and bicycle infrastructure connectivity. Kingsport currently has prime business space available for development.

#### **Customer – Target Market**

A survey conducted in 2009, in cooperation with George Washington University, Adventure Travel Trade Industry and Xola Consulting, had a goal to 'gain better understanding of the size and characteristics of this market segment.' The study results concluded that the typical adventure traveler is between the ages of 35-47 years, is fairly even male and female, 70 % of them have post-secondary education and their trips last between 7-8 days. In addition, their expenditures are trending upwards. This market continues to change, however one important note is that Adventure Tourism is a subjective activity: what is adventure to one person, may not be to another. A couple of things hold true for this class of the tourism industry and they are - physical activity, interaction with nature, and may include a cultural learning experience or exchange.

#### **Summary**

Since there are currently limited active businesses in this area that meets this designation, our goal is to provide information and support to potential businesses about the benefits of locating in this designated district.

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

SECTION IV. That the mayor is authorized and directed to apply for such designation with approval from the Tennessee Department of Revenue and Tennessee Department of Economic and Community Development and execution of a notarized letter containing the following statement:

I, Dennis R. Phillips, Mayor of the City of Kingsport, hereby confirm that this application, including all attachments, does not contain any representations of fact which are false or misleading in any respect.

SECTION V. That the mayor is authorized and directed to execute all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of this resolution

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

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

ADOPTED this the 7th day of April, 2015.

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

ATTEST:

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

APPROVED AS TO FORM:

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

# Kingsport Adventure Tourism District Shaded in Pin'





AGENDA ACTION FORM

**Awarding Bid for Installation of Emergency Generator and Bypass Pumps at Sewer Lift Stations to W&O Construction Company**

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

Action Form No.: AF-82-2015  
Work Session: April 6, 2015  
First Reading: N/A

Final Adoption: April 7, 2015  
Staff Work By: N. Ensor  
Presentation By: R. McReynolds

**Recommendation:**

Approve the resolution.

**Executive Summary:**

Bids were opened on March 11, 2015 for the Sewer Lift Station Emergency Generator and Bypass Pump Project.

The project consists of the installation of one emergency generator and six emergency bypass pumps. The objective of emergency operation is to prevent the discharge of raw sewage to any water and to protect public health by preventing back-up of wastewater into basements, streets and other public and private property in the event of a power outage. These seven stations were identified as high priority sites based on size, overflow location and station history in the department's Sewer Lift Station Operability/Reliability Plan.

City staff, along with our consulting engineers, have reviewed the bids and recommends awarding the contract to the apparent low bidder, W&O Construction Company in the amount of \$730,000. Funding will reside in SW1300.

**Attachments:**

- 1. Resolution
- 2. Bid Tabulation

Funding source appropriate and funds are available: *js*

	Y	N	O
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

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

A RESOLUTION APPROVING THE DONATION OF PROPERTY AT THE RIVERBEND DEVELOPMENT FROM FIRST SOUTHEAST DEVELOPMENT, LLC; AND AUTHORIZING THE MAYOR TO EXECUTE THE DONATION AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE DONATION OR THIS RESOLUTION

WHEREAS, First Southeast Development, LLC, a Virginia limited liability company, would like to donate the property, consisting of approximately 24.10 acres to the city; and

WHEREAS, the property is located at the end of the proposed extension of Riverbend Drive currently under construction and approximately 1,786 feet from its intersection with South Fort Henry Drive, and lies adjacent to the bank of the South Fork of the Holston River with nearly 2,646 feet of riverbank access; and

WHEREAS, the property contains several acres of property that could be developed into parkland and needs to be protected from future development; and

WHEREAS, the property was appraised on behalf of the city by William A. Miller, who is a licensed property appraiser approved by the city, dated February 10, 2015, whose opinion was that the fair market value of the property was \$1.301 million; and

WHEREAS, First Southeast Development, LLC has requested that the donated real property will continue to be allowed for use in calculation of the required open space for the planned development zoning designation and according to the planning commission approved plan, and allowed access rights for the purpose of grading according to the approved grading plan; and

WHEREAS, the city is in receipt of a clean Phase I environmental study for the property.

Now therefore,

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

SECTION I. That the Donation Agreement for the donation by First Southeast Development, LLC, of approximately 24.10 acres of property at the end of the proposed extension of Riverbend Drive currently under construction and approximately 1,786 feet from its intersection with South Fort Henry Drive is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, a Donation Agreement with First Southeast Development, LLC for the donation of the approximately 24.10 acres of property at the end of the proposed extension of Riverbend Drive currently under construction and approximately 1,786 feet from its intersection with South Fort

Henry Drive and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution, said agreement being as follows:

**DONATION AGREEMENT**

THIS DONATION AGREEMENT (hereinafter "Agreement") is hereby made and entered into as of the latest of the dates of execution by the parties hereto as shown by the date of notarization of the signatures of the parties (hereinafter "Effective Date"), by and between CITY OF KINGSPORT, TENNESSEE, a Tennessee municipal corporation, (hereinafter "City") and FIRST SOUTHEAST DEVELOPMENT, LLC, a Virginia Limited Liability Company (hereinafter "Donor").

**RECITALS**

WHEREAS, the Donor is the owner of a certain parcel of land containing 24.10 acres, more or less, located in Kingsport, Tennessee the legal description of which is more particularly set forth on Exhibit A attached hereto and hereby made a part hereof (the "Property"); and  
WHEREAS, Donor desires to donate the property to City; and  
WHEREAS, City is willing to accept donation of the Property.

**WITNESSETH:**

NOW, THEREFORE, for and in consideration of the premises and mutual promises herein contained and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereto agree as follows:

**SECTION 1. PROPERTY DONATION.** Subject to the terms and conditions herein, Donor hereby agrees to donate the Property to City, and City hereby agrees to accept a donation of the Property. Donation of the Property shall be made by the Donor's execution of a Special Warranty Deed conveying the Property to City, which conveyance shall be free and clear of all liens and encumbrances except those to which City consents (the "Permitted Exceptions"). All property and interests of Donor to be conveyed hereunder are herein collectively called the "Property". To facilitate the conveyance, City will take all subdivision items provided by Donor to the Planning Commission for preliminary and final approval of subdivision of the Property and dedication of the street to be constructed by City as public right-of-way.

**SECTION 2. CONDITIONS PRECEDENT.** Prior to consummation of the donation, the following conditions precedent shall be satisfied.

**a. Title Report.** At its cost, Donor shall obtain and provide to City a title report for the Property, which title report shall describe the current status of title to the Property and shall be accompanied by copies of all instruments which create exceptions to the title. City shall have a period of fifteen (15) days after its receipt of the title report and exception documents and the survey described below to examine same and to raise any objections to the title or survey that City has. If City raises any objections to the title or survey, within ten (10) days thereafter the Donor will advise City whether or not the Donor will seek to cure any such objections. If Donor agrees to undertake the cure, it shall have such time as Donor needs to successfully effect the cure. All matters of title and of survey to which City does not object, and all matters of title and survey to which City has objected and Donor cures to the City's satisfaction, shall be Permitted Exceptions. City shall not be required to accept the donation of the Property if there are any matters of title or survey to which City has objected and for which no cure satisfactory to City has been obtained.

**b. Survey.** At its cost, Donor shall have provided an acceptable survey of the Property to City.

**c. Environmental Report.** At its cost, Donor shall have provided to City an acceptable Phase I environmental report for the Property.

**d. Plat.** The recordation of a plat creating the Property as a separate identifiable tract shall have been recorded in the Office of the Register of Deeds of Sullivan County.

**SECTION 3. DONATION VALUE.** Based on an appraisal dated February 10, 2015, by William A. Miller, a licensed property appraiser approved by the City, for purposes of this Donation Agreement the value of the Property shall be the sum of One Million Three Hundred One Thousand Dollars (\$1,301,000.00) subject to the prorations and other adjustments as hereinafter provided. At the closing of the transfer of the Property, the City shall provide proof or confirmation of donation of the Property for intended civic purposes and public benefit; provided, however, the donation value of the Property shall not be construed to create or impose any additional duty, monetary or otherwise, upon the City with respect to the other provisions of this Agreement; and provided, further, the City does not warrant or represent the deductibility of the donation for income tax purposes. Whether the donation may be treated as a proper deduction for income tax purposes is and shall remain solely the responsibility of Donor.

**SECTION 4. PAYMENT OF PROPERTY TAXES.** Incident to its donation of the Property to City, Donor shall provide to City a cash payment in an amount equal to the estimated property taxes

owing for the Property from the beginning of the property tax year to the date of donation. Using such funds, City shall pay the property taxes for the Property for the year of donation at such time as the bill therefore is tendered.

**SECTION 5. EASEMENTS.** At the time of donation the Donor and City shall execute a mutually acceptable Easement Agreement granting to Donor (i) the right for three (3) perpetual drainage easements for the proposed apartment site, and (ii) the right to create, use, and improve a roadway over and across the Property to permit Donor, its successors, assigns, and licenses, to use the same for ingress and egress of trucks and other vehicles to haul and move soils and other materials as may be necessary and incident to the development of Donor's property adjoining the Property; such. Such roadway easement to be effective shall be for a period of five (5) years from the date of the its execution of the Easement Agreement.

**SECTION 6. AS IS, WHERE IS; WITH ALL FAULTS.** The Property will be conveyed by Donor to City AS IS, WHERE IS, WITH ALL FAULTS, without any warranty or representation as to the physical condition of the Property or its suitability or fitness for any particular use or purpose.

**SECTION 7. NO LIABILITY OF CITY OFFICIALS AND EMPLOYEES.** No member, official, or employee of City shall be personally liable to Donor in the event any provision of the Agreement is unenforceable, or there is any default or breach by City, or for any amount which may become due under the Agreement, or on any obligations under the terms of the Agreement.

**SECTION 8. CONVEYANCE OF PROPERTY AND RIGHT-OF-WAY.** Donor shall convey clear and marketable title to the Property to City by Special Warranty Deed to said Property, without any restrictions or encumbrances except the proration real property taxes for the year in which the closing takes place and the Permitted Exceptions. Additionally, Donor will donate to City all the right-of-way City determines is necessary to construct a public road from Ft. Henry Drive to the Property and to construct a traffic signal, if warranted by the Tennessee Department of Transportation. The road will be located at the north end of the Property and will be constructed to provide direct access to the Property from Ft. Henry Drive. Additionally, a traffic control signal at Ft. Henry Drive will also be constructed by City, if warranted by Tennessee Department of Transportation. City will not be obligated to expend more than One Million Two Hundred Thousand Dollars (\$1,200,000.00) for both the road and traffic signal. Donor shall provide funds for any additional costs associated with the road and signal construction, when and as needed by City for the cost of infrastructure to provide access to the Property, but prior to award of bid for construction of the same.

**SECTION 9. CLOSING.** Subject to the conditions set out in this Agreement, the closing shall occur on or before thirty (30) days after the Effective Date (the "Closing Date"), at a time and location mutually agreed upon by the parties or, upon failure of the parties to agree, at a time and place specified by City (the "Closing"). City and Donor agree to deliver and execute such documents as may be reasonable and necessary in the opinion of counsel for Donor and City to consummate and close the Donation and sale contemplated herein pursuant to the terms and provisions hereof.

**SECTION 10. TITLE INSURANCE.** City, at its expense, may secure an owner's title insurance commitment to issue a title insurance policy insuring City's fee simple interest in the Property to the extent of the Donation Price.

**SECTION 11. POSSESSION.** Delivery of possession of the Property to City shall occur at the successful completion of Closing.

**SECTION 12. NOTICE.** Any notice or demand on either party hereunder shall be deemed to have been given when mailed to the other party by Certified Mail, Return Receipt Requested, postage prepaid at the addresses set forth below:

DONOR: WILLIAM H. HAYTER  
Managing Member  
First Southeast Development, LLC  
A Virginia Limited Liability Company  
18528 Lee Highway  
PO Box 1000  
Abingdon, VA 24212

CITY: City of Kingsport, Tennessee  
225 West Center Street  
Kingsport, Tennessee 37660  
Attention: J. Michael Billingsley

**SECTION 13. PRORATIONS.** All real property taxes and assessments shall be prorated as of the Closing Date, using for such purpose the rate and valuation shown on the latest available tax notice.

**SECTION 14. REZONING.** City assumes any and all costs of rezoning the property for civic use.

**SECTION 15. SPECIAL ASSESSMENTS.** Donor assumes the payment of any unpaid deferred

charges or special assessments for public improvements levied before the Closing on or against the Property, including any tap fees for water or sewer service.

**SECTION 16. REAL PROPERTY TAXES.** City shall be responsible for all real property taxes levied against the Property after title is transferred, if any.

**SECTION 17. USE OF PROPERTY.** City currently intends to use the Property for park purposes, but nothing herein limits its use or requires it to further develop any of the Property within any time frame, except as determined solely by City. The Property will continue to be allowed for use in calculation of the required open space for the Planned Development zoning designation and according to the Planning Commission approved plan. City will also receive by donation the right of way it determines it needs for the road and traffic signal.

**SECTION 18. ADDITIONAL RESPONSIBILITIES OF DONOR.** Donor will prior to the donation of Property:

(a) Provide an opinion for the donation of the Property under these terms from a tax attorney or certified public accountant as to the eligibility of Donor's transfer of the Property for a charitable contribution deduction for federal income tax purposes, together with Donor's indemnity agreement whereby Donor agrees to hold the City harmless from any issues related to such tax treatment. City will not issue an opinion regarding any tax matter pertaining to the donation and will not execute any document for tax purposes without an opinion from a tax attorney or certified public accountant of Donor's choosing, reasonably acceptable to the City and paid for by Donor that City is able to lawfully and properly execute such documents and make such representations.

(b) All costs for the work described in this Section 19 will be borne by Donor.

**SECTION 19. ADDITIONAL RESPONSIBILITIES OF CITY.** Upon the successful donation of the Property and the right-of-way by Donor to City, City shall:

(a) Construct improvements as outlined above according to the construction plans prepared by Highlands Engineering, who are properly licensed engineers; which plans are to be supplied at no cost to City by Donor and approved by the city engineer, provided when such construction shall commence and end is solely within the discretion of City.

(b) Control and manage all bidding, inspection and construction to ensure completion in an acceptable manner.

**SECTION 20. EXPENSES OF DONOR.** In closing this transaction, Donor shall be charged with the following:

(a) The cost of preparation of the warranty deed;

(b) Any expenses needed to provide City with clear and marketable title to the Property;

(c) The fees and expenses of any attorney or other advisor engaged by Donor in connection with this transaction; and

(d) The commission or fees charged by any real estate broker or agent retained or used by the Donor in connection with this transaction.

**SECTION 21. EXPENSES OF CITY.** In closing this transaction, City shall be charged with the following:

(a) The cost of any title search and title insurance policy;

(b) The cost of recording the deed and any transfer tax associated with such deed; and

(c) Any fees charged in connection with any attorney or other advisor engaged by City in connection with this transaction; and

**SECTION 22. RISK OF LOSS.** The risk of loss or damage to any of the Property described above by fire or other casualty shall remain with the Donor until Closing. In the event of such loss before Closing, this Agreement shall be voidable at the option of City by written notice of such option to the Donor prior to the scheduled Closing. Should City elect to continue with the Donation following such loss or damage before Closing, City shall the right to close this Agreement at the stated Donation Price.

**SECTION 23. DEFAULT.** In addition to the default set out in subsection (b) of this Section 23, the failure of either party to perform, keep or fulfill any of the covenants, undertakings, obligations or conditions set forth in this Agreement, is a default.

(a) If City is in default of this Agreement, Donor shall give written notice to City, and City shall have ten (10) business days from the date of the receipt of such notice within which to cure such default. If the Closing contemplated by this Agreement is not consummated on account of City's default hereunder, Donor shall be entitled to terminate this Agreement.

(b) If Donor is in default of this Agreement, City shall give written notice to Donor, and Donor shall have ten (10) business days from the date of the receipt of such notice within which to cure such default, provided, however, there shall be no cure period for Donor's failure to close. If the Closing contemplated by this Agreement is not consummated on account of Donor's default hereunder City shall be entitled to terminate this Agreement and City shall be entitled to specific performance and all other rights, privileges or remedies available to City at law or in equity, severally or cumulatively.

A default of Donor shall include, but is not limited to, the failure or refusal of Donor to close on the sale of the Property, when scheduled, or to convey a clear and marketable title by warranty deed to City, as set forth herein.

**SECTION 24. DONOR'S WARRANTIES, REPRESENTATIONS AND COVENANTS.** Donor hereby represents and warrants to City solely as to the following matters, each of which is so warranted to be true and correct as of the date hereof and shall, as a condition to City's obligations hereunder, be true and correct on the closing date:

(a) Donor has entered into no other presently effective agreement to sell the Property, or any portion thereof, nor has it granted any presently effective option for the sale of the Property, or any portion thereof, or right of first refusal or right of first offer with respect thereto;

(b) Donor has no knowledge of pending or contemplated condemnation proceedings affecting the Property, the abutting streets, or any part thereof;

(c) Donor is not now a party to any litigation with respect to the Property, and Donor knows of no litigation or threatened litigation affecting the title to the Property (and Donor shall give City prompt notice of the institution or threat of any such litigation prior to the Closing Date);

(d) Donor is not a "foreign person" as defined in the Internal Revenue Code of 1986, as amended, and as contemplated by the Foreign Investments in Real Property Tax Act (96 Stat. 2682), as amended by the Deficit Reduction Act of 1984, and City has no obligation to withhold and pay over to the U. S. Internal Revenue Service any part of the "amount realized" by Donor in the transaction contemplated hereby;

(e) The execution and entry into this Agreement, the execution and delivery of the documents and instruments to be executed and delivered by Donor on the Closing Date, and the performance by Donor of Donor's duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the Donation and sale of the Property as contemplated herein, are consistent with and not in violation of, and shall not create any adverse condition under, any contract, agreement or other instrument to which Donor is a party, or any judicial order or judgment of any nature by which Donor is bound; and

(f) All necessary and appropriate action has been taken by Donor authorizing and approving the execution of and entry into this Agreement, the execution and delivery by Donor of the documents and instruments to be executed by Donor on the Closing Date, and the performance by Donor of Donor's duties and obligations under this Agreement and of all other acts necessary and appropriate for the consummation of the Donation and sale of the Property as contemplated herein.

**SECTION 25. CITY'S WARRANTIES, REPRESENTATIONS AND COVENANTS.** City hereby represents and warrants to Donor solely as to the following matters, each of which is so warranted to be true and correct as of the date hereof and shall, as a condition to Donor's obligations hereunder, be true and correct on the closing date:

(a) The execution and delivery of this Agreement and the performance by City of its obligations hereunder have been duly authorized by all required action of City;

(b) City does not require any consents or approvals from any third party with respect to the execution and delivery of this Agreement or with respect to the performance by City of its obligations hereunder, including the Donation of the Property from Donor;

(c) The execution and entry into this Agreement, the execution and delivery of the documents and instruments to be executed and delivered by City on the Closing Date, and the performance by City of City's duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the Donation of the Property as contemplated herein, are consistent with and not in violation of, and shall not create any adverse condition under, any contract, agreement or other instrument to which City is a party, any judicial order or judgment of any nature by which City is bound; and

(d) All necessary and appropriate action has been taken by City authorizing and approving the execution of and entry into this Agreement, the execution and delivery by City of the documents and instruments to be executed by City on the Closing Date, and the performance by City of City's duties and obligations under this Agreement and of all other acts necessary and appropriate for the consummation of the Donation and sale of the Property as contemplated herein.

**SECTION 26. TIME IS OF THE ESSENCE.** Time is of the essence to the performance of this Agreement.

**SECTION 27. MERGER CLAUSE; ENTIRE AGREEMENT; MODIFICATIONS.** All understandings and agreements heretofore had between the parties are merged in this Agreement, which alone fully and completely expresses their agreement, and the same is entered into after full investigation, neither party relying upon any statement, representation, express or implied warranties, guarantees, promises, statements, "setups", representation, or information not embodied in this Agreement, made by the other, or by any agent, employee, servant, or other

person representing or purporting to represent the Donor. This Agreement contains the full agreement between the parties and there are no other contracts, express or implied, which are not stated herein, and no waiver of any of its terms and conditions shall be effective unless in writing and duly executed by the parties hereto.

**SECTION 28. POST CLOSING SURVIVAL.** Wherever in this Agreement Donor or City shall have agreed or promised to perform certain acts or otherwise where the context of this Agreement would require such performance or grants to occur after the Closing, then those agreements and covenants shall survive the Closing and continue to bind Donor and City.

**SECTION 29. CAPTIONS.** The section headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement and are not to be considered in interpreting this Agreement.

**SECTION 30. SEVERABILITY.** In the event any provision or portion of this Agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holding shall not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

**SECTION 31. CONTROLLING LAW; VENUE.** This Agreement has been made and entered into under the laws of the State of Tennessee, and said laws shall control the interpretation thereof. Venue for any litigation concerning this Agreement shall be filed in the state or federal courts for Sullivan County, Tennessee.

**SECTION 32. BINDING EFFECT.** All covenants, agreements, warranties and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

**SECTION 33. ASSIGNMENT.** City may not assign or transfer this Agreement without the written consent of Donor, which consent shall be at Donor's sole discretion.

**SECTION 34. MISCELLANEOUS.**

(a) This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement.

(b) This Agreement is intended to be solely for the benefit of the parties hereto and their respective successors and assigns, and the provisions of this Agreement are not intended to be, and shall not be construed, for the benefit of any third party.

(c) Each party has been represented by counsel and has had the opportunity to share in the drafting of this Agreement and accordingly this Agreement shall not be construed either for or against either party as the drafter.

(d) The rights and remedies provided by this Agreement are cumulative in nature and are in addition to, and not in lieu of, any other rights afforded by law.

(e) This Agreement may not be modified except in a writing executed by all of the parties.

(f) Where the circumstances require, the singular shall refer to the plural and the plural to the singular, and the use of one gender shall be applicable to all genders.

**SECTION 35. FURTHER ACTS.** Each party hereto agrees to do execute, acknowledge and deliver all such further acts, assignments, transfers, assurances and instruments that may reasonably be required to fully effectuate the transactions contemplated in this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands hereto in duplicate originals  
. [Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 7th day of April, 2015.

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

A RESOLUTION AWARDING THE BID FOR THE INSTALLATION OF AN EMERGENCY GENERATOR AND BYPASS PUMPS AT SEWER LIFT STATIONS TO W&O CONSTRUCTION COMPANY AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, bids were opened March 11, 2015, for the Sewer Lift Station Emergency Generator and Bypass Pump Project.

WHEREAS, upon review of the bids, the board finds W&O Construction Company is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to enter into a contract for the installation of one emergency generator and six emergency bypass pumps from W&O Construction Company at an estimated construction cost of \$730,000.00; and

WHEREAS, funding is identified in project number SW1300;

Now therefore,

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

SECTION I. That the bid for the installation of one emergency generator and six emergency bypass pumps for the Sewer Lift Station Emergency Generator and Bypass Pump Project at an estimated cost of \$730,000.00 is awarded to W&O Construction Company, and the mayor is authorized to execute an agreement for same and all documents necessary and proper to effectuate the purpose of the agreement.

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

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

ADOPTED this the 7th day of April, 2015.

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

ATTEST:

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

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

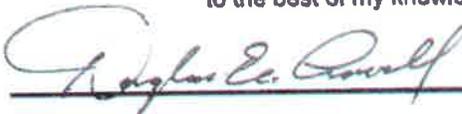
**City of Kingsport**  
**Sewer Lift Stations - Emergency Bypass Pump/Generator Project**  
**Certified Bid Tabulation**

	W&O Construction Co., Inc.	Frizzell Construction	J. Cumby Construction, Inc.
	<b>\$730,000.00</b>		<b>\$765,700.00</b>
			<b>\$784,000.00</b>
	Thomas Construction Co., Inc.	Design and Construction Services, Inc.	
<b>Total Bid Amount</b>	<b>\$832,350.00</b>		<b>\$955,258.00</b>

**Summary of Bids**

W & O Construction Co., Inc.	\$730,000.00
Frizzell Construction Company, I	\$765,700.00
J. Cumby Construction Co., Inc.	\$784,000.00
Thomas Construction Co., Inc.	\$832,350.00
Design and Construction Service	\$955,258.00

I, the undersigned, do hereby certify that the foregoing bid tabulation is true and correct to the best of my knowledge, information, and belief:

 20 Mar. 15

Douglas E. Crowell, P.E.





**AGENDA ACTION FORM**

**Amendment of the Annual Operating Agreement with Downtown Kingsport Association to Include Maintenance of Christmas Street Lighting Decorations**

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

Action Form No.: AF-79-2015  
Work Session: April 6, 2015  
First Reading: N/A

Final Adoption: April 7, 2015  
Staff Work By: Lynn Tully, AICP  
Presentation By: Lynn Tully, AICP

**Recommendation:**

Approve the resolution.

**Executive Summary:**

In February 2015 the Board of Mayor and Aldermen approved an amendment of the Downtown Improvement Project fund for the future downtown projects including façade and redevelopment grants as well as other projects in downtown Kingsport to include the funding for purchase of new Holiday Decorations. The Downtown Kingsport Association has agreed to maintain the decorations throughout the year to ensure longevity and prolong the use of the decorations to their fullest extent.

In order to facilitate this maintenance the annual operating agreement between the City of Kingsport and the Downtown Kingsport Association must be amended.

**Attachments:**

- 1. Resolution

	Y	N	O
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

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

A RESOLUTION APPROVING AN TO THE AMENDMENT ANNUAL OPERATING AGREEMENT WITH THE DOWNTOWN KINGSFORT ASSOCIATION; AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE AMENDMENT; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

WHEREAS, in February, 2015, the board approved an amendment to the Downtown Improvement Project Fund for future downtown projects including façade and redevelopment grants as well as other projects in downtown Kingsport and the funding for purchase of new holiday decorations; and

WHEREAS, the Downtown Kingsport Association has agreed to maintain the decorations throughout the year to ensure longevity and prolong the use of the decorations to their fullest extent; and

WHEREAS, in order to facilitate such maintenance, the annual operating agreement between the city and the Downtown Kingsport Association, needs to be amended

Now therefore,

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

SECTION I. That an amendment to the annual operating agreement with Downtown Kingsport Association, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an amendment to the annual operating agreement with Downtown Kingsport Association and all other documents necessary and proper to effectuate the purpose of the amendment or this resolution, said amendment being generally as follows:

**AMENDMENT TO AGREEMENT  
BETWEEN  
THE CITY OF KINGSFORT, TENNESSEE  
AND  
DOWNTOWN KINGSFORT ASSOCIATION  
"CENTRAL BUSINESS DISTRICT PROJECT"**

THIS AMENDMENT to the July 1, 2014, Agreement is made between the City of Kingsport, hereafter called "CITY" and the Downtown Kingsport Association, hereafter called "ASSOCIATION".

**WITNESSETH:**

WHEREAS the parties desire to amend the Agreement between the parties for the Central Business District Project.

NOW THEREFORE, based upon the mutual promises set out herein and other good and valuable consideration not necessary to set out herein the parties agree as follows:

1. That section 2. F. of the Agreement is amended as follows:

2. **DESCRIPTION OF THE PROJECT.** ASSOCIATION agrees as follows to undertake the following action items and responsibilities:

F. Produce events that promote downtown, including by way of example:

1. Holiday and seasonal lighting including providing annual maintenance and refurbishment of holiday street light decorations, including any painting, taping, rewiring and re-bulbing of each decoration;
2. Fall for Downtown Kingsport;
3. Black Friday;
4. Halloween; and
5. July 4.

Except as amended hereby, all other terms and conditions of the Agreement shall remain in full force and effect and the parties hereto confirm and ratify the Agreement as hereby amended.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment with the effective date of \_\_\_\_\_, 2015.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 7th day of April, 2015.

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

ATTEST:

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

APPROVED AS TO FORM:

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



**AGENDA ACTION FORM**

**Resolution Accepting the Donation of Property at the Riverbend Development from First Southeast Development**

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

Action Form No.: AF-80-2015  
 Work Session: April 6, 2015  
 First Reading: N/A

Final Adoption: April 7, 2015  
 Staff Work By: Lynn Tully, AICP  
 Presentation By: Lynn Tully, AICP

**Recommendation:**

Approve the resolution.

**Executive Summary:**

Over several months the Riverbend Development has received approvals for development of the property adjoining the banks of the South Fork of the Holston River with an abundance of open space. At this time the property owner would like to donate 24.10 acres of the natural area of the property to the City for civic use. The property proposed to be donated is located at the end of Riverbend Drive (currently under construction) and approximately 1,786 feet from its intersection with South Fort Henry Drive, and lies adjacent to the bank of the South Fork of the Holston River with nearly 2,646 feet of riverbank access. This is in accordance with a letter of agreement from February 4, 2015.

Additionally, Donor will donate to City all the right-of-way City determines is necessary to construct a public road from Ft. Henry Drive to the Property and to construct a traffic signal, if warranted by the Tennessee Department of Transportation. The road will be located at the north end of the Property and will be constructed to provide direct access to the Property from Ft. Henry Drive.

The donated property is valued at \$1.301 million based on appraisal for the purposes of this donation.

**Attachments:**

1. Resolution
2. Location Map of Property (will be made available at meeting)

	<u>Y</u>	<u>N</u>	<u>O</u>
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

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

A RESOLUTION APPROVING THE DONATION OF PROPERTY AT THE RIVERBEND DEVELOPMENT FROM FIRST SOUTHEAST DEVELOPMENT, LLC; AND AUTHORIZING THE MAYOR TO EXECUTE THE DONATION AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE DONATION OR THIS RESOLUTION

WHEREAS, First Southeast Development, LLC, a Virginia limited liability company, would like to donate the property, consisting of approximately 24.10 acres to the city; and

WHEREAS, the property is located at the end of the proposed extension of Riverbend Drive currently under construction and approximately 1,786 feet from its intersection with South Fort Henry Drive, and lies adjacent to the bank of the South Fork of the Holston River with nearly 2,646 feet of riverbank access; and

WHEREAS, the property contains several acres of property that could be developed into parkland and needs to be protected from future development; and

WHEREAS, the property was appraised on behalf of the city by William A. Miller, who is a licensed property appraiser approved by the city, dated February 10, 2015, whose opinion was that the fair market value of the property was \$1.301 million; and

WHEREAS, First Southeast Development, LLC has requested that the donated real property will continue to be allowed for use in calculation of the required open space for the planned development zoning designation and according to the planning commission approved plan, and allowed access rights for the purpose of grading according to the approved grading plan; and

WHEREAS, the city is in receipt of a clean Phase I environmental study for the property.

Now therefore,

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

SECTION I. That the Donation Agreement for the donation by First Southeast Development, LLC, of approximately 24.10 acres of property at the end of the proposed extension of Riverbend Drive currently under construction and approximately 1,786 feet from its intersection with South Fort Henry Drive is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, a Donation Agreement with First Southeast Development, LLC for the donation of the approximately 24.10 acres of property at the end of the proposed extension of Riverbend Drive currently under construction and approximately 1,786 feet from its intersection with South Fort

Henry Drive and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution, said agreement being as follows:

#### DONATION AGREEMENT

THIS DONATION AGREEMENT (hereinafter "Agreement") is hereby made and entered into as of the latest of the dates of execution by the parties hereto as shown by the date of notarization of the signatures of the parties (hereinafter "Effective Date"), by and between CITY OF KINGSPORT, TENNESSEE, a Tennessee municipal corporation, (hereinafter "City") and FIRST SOUTHEAST DEVELOPMENT, LLC, a Virginia Limited Liability Company (hereinafter "Donor").

#### RECITALS

WHEREAS, the Donor is the owner of a certain parcel of land containing 24.10 acres, more or less, located in Kingsport, Tennessee the legal description of which is more particularly set forth on Exhibit A attached hereto and hereby made a part hereof (the "Property"); and

WHEREAS, Donor desires to donate the property to City; and

WHEREAS, City is willing to accept donation of the Property.

#### WITNESSETH:

NOW, THEREFORE, for and in consideration of the premises and mutual promises herein contained and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereto agree as follows:

**SECTION 1. PROPERTY DONATION.** Subject to the terms and conditions herein, Donor hereby agrees to donate the Property to City, and City hereby agrees to accept a donation of the Property. Donation of the Property shall be made by the Donor's execution of a Special Warranty Deed conveying the Property to City, which conveyance shall be free and clear of all liens and encumbrances except those to which City consents (the "Permitted Exceptions"). All property and interests of Donor to be conveyed hereunder are herein collectively called the "Property". To facilitate the conveyance, City will take all subdivision items provided by Donor to the Planning Commission for preliminary and final approval of subdivision of the Property and dedication of the street to be constructed by City as public right-of-way.

**SECTION 2. CONDITIONS PRECEDENT.** Prior to consummation of the donation, the following conditions precedent shall be satisfied.

**a. Title Report.** At its cost, Donor shall obtain and provide to City a title report for the Property, which title report shall describe the current status of title to the Property and shall be accompanied by copies of all instruments which create exceptions to the title. City shall have a period of fifteen (15) days after its receipt of the title report and exception documents and the survey described below to examine same and to raise any objections to the title or survey that City has. If City raises any objections to the title or survey, within ten (10) days thereafter the Donor will advise City whether or not the Donor will seek to cure any such objections. If Donor agrees to undertake the cure, it shall have such time as Donor needs to successfully effect the cure. All matters of title and of survey to which City does not object, and all matters of title and survey to which City has objected and Donor cures to the City's satisfaction, shall be Permitted Exceptions. City shall not be required to accept the donation of the Property if there are any matters of title or survey to which City has objected and for which no cure satisfactory to City has been obtained.

**b. Survey.** At its cost, Donor shall have provided an acceptable survey of the Property to City.

**c. Environmental Report.** At its cost, Donor shall have provided to City an acceptable Phase I environmental report for the Property.

**d. Plat.** The recordation of a plat creating the Property as a separate identifiable tract shall have been recorded in the Office of the Register of Deeds of Sullivan County.

**SECTION 3. DONATION VALUE.** Based on an appraisal dated February 10, 2015, by William A. Miller, a licensed property appraiser approved by the City, for purposes of this Donation Agreement the value of the Property shall be the sum of One Million Three Hundred One Thousand Dollars (\$1,301,000.00) subject to the prorations and other adjustments as hereinafter provided. At the closing of the transfer of the Property, the City shall provide proof or confirmation of donation of the Property for intended civic purposes and public benefit; provided, however, the donation value of the Property shall not be construed to create or impose any additional duty, monetary or otherwise, upon the City with respect to the other provisions of this Agreement; and provided, further, the City does not warrant or represent the deductibility of the donation for income tax purposes. Whether the donation may be treated as a proper deduction for income tax purposes is and shall remain solely the responsibility of Donor.

**SECTION 4. PAYMENT OF PROPERTY TAXES.** Incident to its donation of the Property to City, Donor shall provide to City a cash payment in an amount equal to the estimated property taxes

owing for the Property from the beginning of the property tax year to the date of donation. Using such funds, City shall pay the property taxes for the Property for the year of donation at such time as the bill therefore is tendered.

**SECTION 5. EASEMENTS.** At the time of donation the Donor and City shall execute a mutually acceptable Easement Agreement granting to Donor (i) the right for three (3) perpetual drainage easements for the proposed apartment site, and (ii) the right to create, use, and improve a roadway over and across the Property to permit Donor, its successors, assigns, and licenses, to use the same for ingress and egress of trucks and other vehicles to haul and move soils and other materials as may be necessary and incident to the development of Donor's property adjoining the Property; such. Such roadway easement to be effective shall be for a period of five (5) years from the date of the its execution of the Easement Agreement.

**SECTION 6. AS IS, WHERE IS; WITH ALL FAULTS.** The Property will be conveyed by Donor to City AS IS, WHERE IS, WITH ALL FAULTS, without any warranty or representation as to the physical condition of the Property or its suitability or fitness for any particular use or purpose.

**SECTION 7. NO LIABILITY OF CITY OFFICIALS AND EMPLOYEES.** No member, official, or employee of City shall be personally liable to Donor in the event any provision of the Agreement is unenforceable, or there is any default or breach by City, or for any amount which may become due under the Agreement, or on any obligations under the terms of the Agreement.

**SECTION 8. CONVEYANCE OF PROPERTY AND RIGHT-OF-WAY.** Donor shall convey clear and marketable title to the Property to City by Special Warranty Deed to said Property, without any restrictions or encumbrances except the proration real property taxes for the year in which the closing takes place and the Permitted Exceptions. Additionally, Donor will donate to City all the right-of-way City determines is necessary to construct a public road from Ft. Henry Drive to the Property and to construct a traffic signal, if warranted by the Tennessee Department of Transportation. The road will be located at the north end of the Property and will be constructed to provide direct access to the Property from Ft. Henry Drive. Additionally, a traffic control signal at Ft. Henry Drive will also be constructed by City, if warranted by Tennessee Department of Transportation. City will not be obligated to expend more than One Million Two Hundred Thousand Dollars (\$1,200,000.00) for both the road and traffic signal. Donor shall provide funds for any additional costs associated with the road and signal construction, when and as needed by City for the cost of infrastructure to provide access to the Property, but prior to award of bid for construction of the same.

**SECTION 9. CLOSING.** Subject to the conditions set out in this Agreement, the closing shall occur on or before thirty (30) days after the Effective Date (the "Closing Date"), at a time and location mutually agreed upon by the parties or, upon failure of the parties to agree, at a time and place specified by City (the "Closing"). City and Donor agree to deliver and execute such documents as may be reasonable and necessary in the opinion of counsel for Donor and City to consummate and close the Donation and sale contemplated herein pursuant to the terms and provisions hereof.

**SECTION 10. TITLE INSURANCE.** City, at its expense, may secure an owner's title insurance commitment to issue a title insurance policy insuring City's fee simple interest in the Property to the extent of the Donation Price.

**SECTION 11. POSSESSION.** Delivery of possession of the Property to City shall occur at the successful completion of Closing.

**SECTION 12. NOTICE.** Any notice or demand on either party hereunder shall be deemed to have been given when mailed to the other party by Certified Mail, Return Receipt Requested, postage prepaid at the addresses set forth below:

DONOR: WILLIAM H. HAYTER  
Managing Member  
First Southeast Development, LLC  
A Virginia Limited Liability Company  
18528 Lee Highway  
PO Box 1000  
Abingdon, VA 24212

CITY: City of Kingsport, Tennessee  
225 West Center Street  
Kingsport, Tennessee 37660  
Attention: J. Michael Billingsley

**SECTION 13. PRORATIONS.** All real property taxes and assessments shall be prorated as of the Closing Date, using for such purpose the rate and valuation shown on the latest available tax notice.

**SECTION 14. REZONING.** City assumes any and all costs of rezoning the property for civic use.

**SECTION 15. SPECIAL ASSESSMENTS.** Donor assumes the payment of any unpaid deferred

charges or special assessments for public improvements levied before the Closing on or against the Property, including any tap fees for water or sewer service.

**SECTION 16. REAL PROPERTY TAXES.** City shall be responsible for all real property taxes levied against the Property after title is transferred, if any.

**SECTION 17. USE OF PROPERTY.** City currently intends to use the Property for park purposes, but nothing herein limits its use or requires it to further develop any of the Property within any time frame, except as determined solely by City. The Property will continue to be allowed for use in calculation of the required open space for the Planned Development zoning designation and according to the Planning Commission approved plan. City will also receive by donation the right of way it determines it needs for the road and traffic signal.

**SECTION 18. ADDITIONAL RESPONSIBILITIES OF DONOR.** Donor will prior to the donation of Property:

(a) Provide an opinion for the donation of the Property under these terms from a tax attorney or certified public accountant as to the eligibility of Donor's transfer of the Property for a charitable contribution deduction for federal income tax purposes, together with Donor's indemnity agreement whereby Donor agrees to hold the City harmless from any issues related to such tax treatment. City will not issue an opinion regarding any tax matter pertaining to the donation and will not execute any document for tax purposes without an opinion from a tax attorney or certified public accountant of Donor's choosing, reasonably acceptable to the City and paid for by Donor that City is able to lawfully and properly execute such documents and make such representations.

(b) All costs for the work described in this Section 19 will be borne by Donor.

**SECTION 19. ADDITIONAL RESPONSIBILITIES OF CITY.** Upon the successful donation of the Property and the right-of-way by Donor to City, City shall:

(a) Construct improvements as outlined above according to the construction plans prepared by Highlands Engineering, who are properly licensed engineers; which plans are to be supplied at no cost to City by Donor and approved by the city engineer, provided when such construction shall commence and end is solely within the discretion of City.

(b) Control and manage all bidding, inspection and construction to ensure completion in an acceptable manner.

**SECTION 20. EXPENSES OF DONOR.** In closing this transaction, Donor shall be charged with the following:

(a) The cost of preparation of the warranty deed;

(b) Any expenses needed to provide City with clear and marketable title to the Property;

(c) The fees and expenses of any attorney or other advisor engaged by Donor in connection with this transaction; and

(d) The commission or fees charged by any real estate broker or agent retained or used by the Donor in connection with this transaction.

**SECTION 21. EXPENSES OF CITY.** In closing this transaction, City shall be charged with the following:

(a) The cost of any title search and title insurance policy;

(b) The cost of recording the deed and any transfer tax associated with such deed; and

(c) Any fees charged in connection with any attorney or other advisor engaged by City in connection with this transaction; and

**SECTION 22. RISK OF LOSS.** The risk of loss or damage to any of the Property described above by fire or other casualty shall remain with the Donor until Closing. In the event of such loss before Closing, this Agreement shall be voidable at the option of City by written notice of such option to the Donor prior to the scheduled Closing. Should City elect to continue with the Donation following such loss or damage before Closing, City shall the right to close this Agreement at the stated Donation Price.

**SECTION 23. DEFAULT.** In addition to the default set out in subsection (b) of this Section 23, the failure of either party to perform, keep or fulfill any of the covenants, undertakings, obligations or conditions set forth in this Agreement, is a default.

(a) If City is in default of this Agreement, Donor shall give written notice to City, and City shall have ten (10) business days from the date of the receipt of such notice within which to cure such default. If the Closing contemplated by this Agreement is not consummated on account of City's default hereunder, Donor shall be entitled to terminate this Agreement.

(b) If Donor is in default of this Agreement, City shall give written notice to Donor, and Donor shall have ten (10) business days from the date of the receipt of such notice within which to cure such default, provided, however, there shall be no cure period for Donor's failure to close. If the Closing contemplated by this Agreement is not consummated on account of Donor's default hereunder City shall be entitled to terminate this Agreement and City shall be entitled to specific performance and all other rights, privileges or remedies available to City at law or in equity, severally or cumulatively.

A default of Donor shall include, but is not limited to, the failure or refusal of Donor to close on the sale of the Property, when scheduled, or to convey a clear and marketable title by warranty deed to City, as set forth herein.

**SECTION 24. DONOR'S WARRANTIES, REPRESENTATIONS AND COVENANTS.** Donor hereby represents and warrants to City solely as to the following matters, each of which is so warranted to be true and correct as of the date hereof and shall, as a condition to City's obligations hereunder, be true and correct on the closing date:

(a) Donor has entered into no other presently effective agreement to sell the Property, or any portion thereof, nor has it granted any presently effective option for the sale of the Property, or any portion thereof, or right of first refusal or right of first offer with respect thereto;

(b) Donor has no knowledge of pending or contemplated condemnation proceedings affecting the Property, the abutting streets, or any part thereof;

(c) Donor is not now a party to any litigation with respect to the Property, and Donor knows of no litigation or threatened litigation affecting the title to the Property (and Donor shall give City prompt notice of the institution or threat of any such litigation prior to the Closing Date);

(d) Donor is not a "foreign person" as defined in the Internal Revenue Code of 1986, as amended, and as contemplated by the Foreign Investments in Real Property Tax Act (96 Stat. 2682), as amended by the Deficit Reduction Act of 1984, and City has no obligation to withhold and pay over to the U. S. Internal Revenue Service any part of the "amount realized" by Donor in the transaction contemplated hereby;

(e) The execution and entry into this Agreement, the execution and delivery of the documents and instruments to be executed and delivered by Donor on the Closing Date, and the performance by Donor of Donor's duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the Donation and sale of the Property as contemplated herein, are consistent with and not in violation of, and shall not create any adverse condition under, any contract, agreement or other instrument to which Donor is a party, or any judicial order or judgment of any nature by which Donor is bound; and

(f) All necessary and appropriate action has been taken by Donor authorizing and approving the execution of and entry into this Agreement, the execution and delivery by Donor of the documents and instruments to be executed by Donor on the Closing Date, and the performance by Donor of Donor's duties and obligations under this Agreement and of all other acts necessary and appropriate for the consummation of the Donation and sale of the Property as contemplated herein.

**SECTION 25. CITY'S WARRANTIES, REPRESENTATIONS AND COVENANTS.** City hereby represents and warrants to Donor solely as to the following matters, each of which is so warranted to be true and correct as of the date hereof and shall, as a condition to Donor's obligations hereunder, be true and correct on the closing date:

(a) The execution and delivery of this Agreement and the performance by City of its obligations hereunder have been duly authorized by all required action of City;

(b) City does not require any consents or approvals from any third party with respect to the execution and delivery of this Agreement or with respect to the performance by City of its obligations hereunder, including the Donation of the Property from Donor;

(c) The execution and entry into this Agreement, the execution and delivery of the documents and instruments to be executed and delivered by City on the Closing Date, and the performance by City of City's duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the Donation of the Property as contemplated herein, are consistent with and not in violation of, and shall not create any adverse condition under, any contract, agreement or other instrument to which City is a party, any judicial order or judgment of any nature by which City is bound; and

(d) All necessary and appropriate action has been taken by City authorizing and approving the execution of and entry into this Agreement, the execution and delivery by City of the documents and instruments to be executed by City on the Closing Date, and the performance by City of City's duties and obligations under this Agreement and of all other acts necessary and appropriate for the consummation of the Donation and sale of the Property as contemplated herein.

**SECTION 26. TIME IS OF THE ESSENCE.** Time is of the essence to the performance of this Agreement.

**SECTION 27. MERGER CLAUSE; ENTIRE AGREEMENT; MODIFICATIONS.** All understandings and agreements heretofore had between the parties are merged in this Agreement, which alone fully and completely expresses their agreement, and the same is entered into after full investigation, neither party relying upon any statement, representation, express or implied warranties, guarantees, promises, statements, "setups", representation, or information not embodied in this Agreement, made by the other, or by any agent, employee, servant, or other

person representing or purporting to represent the Donor. This Agreement contains the full agreement between the parties and there are no other contracts, express or implied, which are not stated herein, and no waiver of any of its terms and conditions shall be effective unless in writing and duly executed by the parties hereto.

**SECTION 28. POST CLOSING SURVIVAL.** Wherever in this Agreement Donor or City shall have agreed or promised to perform certain acts or otherwise where the context of this Agreement would require such performance or grants to occur after the Closing, then those agreements and covenants shall survive the Closing and continue to bind Donor and City.

**SECTION 29. CAPTIONS.** The section headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement and are not to be considered in interpreting this Agreement.

**SECTION 30. SEVERABILITY.** In the event any provision or portion of this Agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holding shall not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

**SECTION 31. CONTROLLING LAW; VENUE.** This Agreement has been made and entered into under the laws of the State of Tennessee, and said laws shall control the interpretation thereof. Venue for any litigation concerning this Agreement shall be filed in the state or federal courts for Sullivan County, Tennessee.

**SECTION 32. BINDING EFFECT.** All covenants, agreements, warranties and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

**SECTION 33. ASSIGNMENT.** City may not assign or transfer this Agreement without the written consent of Donor, which consent shall be at Donor's sole discretion.

**SECTION 34. MISCELLANEOUS.**

(a) This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement.

(b) This Agreement is intended to be solely for the benefit of the parties hereto and their respective successors and assigns, and the provisions of this Agreement are not intended to be, and shall not be construed, for the benefit of any third party.

(c) Each party has been represented by counsel and has had the opportunity to share in the drafting of this Agreement and accordingly this Agreement shall not be construed either for or against either party as the drafter.

(d) The rights and remedies provided by this Agreement are cumulative in nature and are in addition to, and not in lieu of, any other rights afforded by law.

(e) This Agreement may not be modified except in a writing executed by all of the parties.

(f) Where the circumstances require, the singular shall refer to the plural and the plural to the singular, and the use of one gender shall be applicable to all genders.

**SECTION 35. FURTHER ACTS.** Each party hereto agrees to do execute, acknowledge and deliver all such further acts, assignments, transfers, assurances and instruments that may reasonably be required to fully effectuate the transactions contemplated in this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands hereto in duplicate originals  
. [Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 7th day of April, 2015.

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

ATTEST:

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

APPROVED AS TO FORM:

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



AGENDA ACTION FORM

**Approve Change Order to Roadscapes Interchange Beautification Project**

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

Action Form No.: AF-78-2015  
Work Session: April 6, 2015  
First Reading: N/A

Final Adoption: April 7, 2015  
Staff Work By: Bill Albright, Michael Thompson  
Presentation By: Bill Albright, Michael Thompson

**Recommendation:**  
Approve the Resolution

**Executive Summary:**

Until recently additional expenses above the construction contract amount were not allowed in federal or state-supported projects. However, TDOT has modified their position and are now allowing the City to use surplus grant funds to purchase additional plant material (approximately 600 daylilies) for the Roadscapes Interchange Beautification project. In order to utilize these additional funds, which are available through Project #MPOT10, the BMA must approve a change order to the current contract. Note Keep Kingsport Beautiful's "Tree Board" also supports this action. Staff recommends the Board approve Change Order #1 to the Roadscapes project.

**Attachments:**

- 1. Resolution
- 2. Change Order

Funding source appropriate and funds are available: *JF*

	<u>Y</u>	<u>N</u>	<u>O</u>
Clark	—	—	—
George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

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

A RESOLUTION APPROVING A CHANGE ORDER TO THE CONTRACT WITH HALLER'S LANDSCAPING AND LAWNCARE, INC. FOR THE ROADCAPES PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE CHANGE ORDER

WHEREAS, the city entered a contract with Haller's Landscaping and Lawncare, Inc. for the State of Tennessee Department of Transportation Roadscapes Project; and

WHEREAS, the city would like to use surplus reimbursement grant funds which will increase the amount of the contract to purchase an additional 617 daylillies in the amount of \$4,281.00; and

WHEREAS, the increase to the contract will change the total contract amount to \$75,635.24.

WHEREAS, funds for this change order are available in project #MPOT10.

Now therefore,

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

SECTION I. That a change order to the contract with Haller's Landscaping and Lawncare, Inc. for the State of Tennessee Department of Transportation Roadscapes Project, to provide for additional daylillies in the amount of \$4,281.00, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney, all documents necessary and proper to effectuate the change order to the contract with Haller's Landscaping and Lawncare, Inc. for the State of Tennessee Department of Transportation Roadscapes Project.

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

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

ADOPTED this the 7th day of April, 2015.

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

ATTEST:

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

APPROVED AS TO FORM:

---

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

No. 1

CHANGE ORDER

Date 4/7/15

OWNER's Project No. 105525.21 ENGINEER's Project No. MPOT10

Project Roadscapes

CONTRACTOR Haller's Landscaping, LAWNCARE, INC.

Contract For ..... Contract Date November 19, 2014

To: Haller's Landscaping, LAWNCARE, INC.  
Contractor

You are directed to make the changes noted below in the subject Contract:

ATTEST:

\_\_\_\_\_  
CITY RECORDER

\_\_\_\_\_  
CITY OF KINGSPORT  
OWNER

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

By: \_\_\_\_\_  
MAYOR OF KINGSPORT

Dated \_\_\_\_\_

Nature of the Changes

To Amend Contract/Agreement to include AN Additional  
617 DAY Lillies for the Roadscapes Project

Enclosures

Action Form 78-2015

These changes result in the following adjustment of Contract Price and Contract Time:	
Contract Price Prior to This Change Order	\$ <u>71,354.24</u>
Net <u>(Increase)</u> (Decrease) Resulting from this Change Order	\$ <u>4,281.00</u>
Current Contract Price Including This Change Order	\$ <u>75,635.24</u>

Contract Time Prior to this Change Order ..... October 1, 2015 .....  
(Days or Date)

Net (Increase) (Decrease) Resulting from this Change Order ..... (Days)

Current Contract Time Including This Change Order ..... October 1, 2015 .....  
(Days or Date)

The Above Changes Are Approved ..... ENGINEER

By.....

Date.....

The Above Changes Are Accepted ..... CONTRACTOR

By.....

Date.....

Routing

1. Board of Mayor and Aldermen for approval and authorization for the Mayor to sign on behalf of the City
2. Project Manager
3. Contractor
4. City Attorney
5. Mayor
6. City Recorder

Distribution by City Recorder

1. Original executed change order to contract file
2. Copy to contractor
3. Copy to project manager
4. Copy to purchasing director

**Phase II (Sites 1,2,&6)**

**ESTIMATED QUANTITIES - SEE PLANS FOR INFORMATION**

ITEM NO.	DESCRIPTION	Quantity	Unit	UNIT PRICE	TOTAL
712.01	Traffic Control	3	EA	612.50	1837.50
<del>717-01.11</del>	<del>Mobilization</del>	<del>3</del>	<del>EA</del>	<del>400.00</del>	<del>1200.00</del>
201-01 LS	Clearing and Grubbing (Demolition)	3500	SF	.25	875.00
802M03.15	Shrub Bed Prep (250SF Each)	3500	SF	.28	980.00
805-01.68	Mulch (3" Depth)	18	CY	55	990.00
	Plant Materials				
802-01.11	Crabapple	4	EA	121.13	484.52
802-01.04	Red Maple	9	EA	155.18	1396.62
802-01.03	Redbud	3	EA	160.28	480.84
802-01.07	Sweet Gum	3	EA	130.88	392.64
802-01.17	Yellowwood	12	EA	179.10	2149.20
802-03.02	Nellie Steven's Holly	48	EA	91.33	4201.18
802-03.04	Crimson Pigmy Barberry	57	EA	17.92	1021.44
802-03.03	Burning Bush	18	EA	33.58	537.28
<del>802-03.01</del>	<del>Prunella</del>	<del>100</del>	<del>EA</del>	<del>26.83</del>	<del>2892.69</del>
802-04.70	Dryillies	972	EA	6.94	6745.68

**SUBTOTAL BASE BID for PIN: 105525.21 (Phase II) \$**  
21,189.54

Contract No. \_\_\_\_\_

**TOTAL BID for PIN 105525.21**

**Combined: \$** 71,354.24

(In figures)

Seventy One Thousand Three Hundred Fifty Four

Dollars (in writing)

and Twenty Four cents.

(Where the Bid Form requests prices in both words and figures, both blanks are to be completed; and in case of a discrepancy, words shall govern.)