



AGENDA

BOARD OF MAYOR AND ALDERMEN WORK SESSION

Monday, October 5, 2015

Council Room, 2nd Floor, City Hall, 4:30 p.m.

Board of Mayor and Aldermen

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

Alderman Michele Mitchell
Alderman Tommy Olterman
Alderman Tom C. Parham

Leadership Team

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

1. Call to Order
2. Roll Call
3. MeadowView Update – John Rothkopf
4. Review of Items on October 6, 2015 Business Meeting Agenda
5. Adjourn

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



AGENDA

BOARD OF MAYOR AND ALDERMEN

BUSINESS MEETING
Tuesday, October 6, 2015
Large Courtroom – 2nd Floor, City Hall
7:00 p.m.

Board of Mayor and Aldermen

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

Alderman Michele Mitchell
Alderman Tommy Olterman
Alderman Tom C. Parham

City Administration

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

I. CALL TO ORDER

II.A. PLEDGE OF ALLEGIANCE TO THE FLAG – Led by New Vision Youth

II.B. INVOCATION – Pastor Sam Ward, Mountain View United Methodist Church

III. ROLL CALL

IV. RECOGNITIONS & PRESENTATIONS

None

V. APPROVAL OF MINUTES

1. Work Session – September 14, 2015
2. Business Meeting – September 15, 2015

VI. COMMUNITY INTEREST ITEMS

A. PUBLIC HEARINGS

1. Amend Zoning of the Enterprise Place Property, Located at the Terminus of Enterprise Place (AF: 263-2015) (Ken Weems)
 - Public Hearing
 - Ordinance – First Reading
2. Annex and Adopt Plan of Service for the O'Neill Annexation and Amend Zoning (AF: 272-2015) (Corey Shepherd)
 - Public Hearing
 - Annexation Resolution
 - Zoning Ordinance – First Reading
 - Plan of Services Resolution

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. Apply and Receive Special Opportunity Grant from the Tennessee Arts Commission to Participate in the Americans for the Arts Economic Prosperity Study for Sullivan and Hawkins Counties and Appropriate Funding (AF: 245-2015) (Morris Baker)
 - Resolution
 - Ordinance – First Reading
2. Appropriate the \$3,500 Library Services Technology Act Grant for the Library (AF: 258-2015) (Morris Baker)
 - Ordinance – First Reading
3. Ordinance to Appropriate Funding from the Criminal Forfeiture Fund (AF: 247:2015) (David Quillin)
 - Ordinance – First Reading
4. Appropriate a \$20,000.28 Overtime Grant from the Governor's Highway Safety Office for Traffic Safety Enforcement (AF: 265-2015) (David Quillin)
 - Ordinance – First Reading
5. Appropriate Funds for the Fleet Fund (AF: 266-2015) (Steve Hightower)
 - Ordinance – First Reading

6. Amend Various Code Sections Pertaining to Code Enforcement Officers (AF: 262-2015) (Curtis Montgomery)
 - Ordinance – First Reading

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION

1. Amend Zoning of the Jefferson Gardens Property, Located Behind the Indian Springs Shopping Center (AF: 240-2015) (Ken Weems)
 - Ordinance – **Second Reading and Final Adoption**
2. Budget Cleanup Ordinance for FY16 (AF: 256-2015) (Jeff Fleming)
 - Ordinance – **Second Reading and Final Adoption**
3. Abandonment of Waterline Easement Across Property (AF: 250-2015) (Ryan McReynolds)
 - Ordinance – **Second Reading and Final Adoption**
4. Appropriate \$21,953.00 from the USDOJ / Bureau of Justice Assistance Grant FY 2015 Local Solicitation (AF: 252-2015) (David Quillin)
 - Ordinance – **Second Reading and Final Adoption**
5. Appropriate \$5907.29 from the USDOJ / Bureau of Justice Assistance, Bulletproof Vest Partnership Funding (AF: 253-2015) (David Quillin)
 - Ordinance – **Second Reading and Final Adoption**

D. OTHER BUSINESS

1. Agreement for Paramedic/EMT Clinical Ride-Alongs (AF: 226-2015) (Craig Dye, Scott Boyd)
 - Resolution
2. Community Development Partner Agreements for FY 2016 (AF: 271-2015) (Lynn Tully)
 - Resolution
3. Amend Agreement with TDOT for Portable Camera Equipment Purchase (AF: 267-2015)
 - Resolution
4. Riverbend Redevelopment Plan and Tax Increment Financing Amendment for the Riverbend Project Area (AF: 264-2015) (Lynn Tully)
 - Resolution

E. APPOINTMENTS

None

VII. CONSENT AGENDA

1. Application and Acceptance of Contract with TDOT for Federal and State Transportation Planning Funds for MTPO (AF: 261-2015) (Bill Albright)
 - Resolution
2. Agreement Allowing the Kingsport Fire Dept. as an In-House Repair Center for Self-Contained Breathing Apparatuses (AF: 260-2015) (Scott Boyd)
 - Resolution
3. Lease Agreement with the Kingsport Convention and Visitors Bureau for Hunter Wright Stadium (AF: 269-2015) (Chris McCartt)
 - Resolution
4. Amending the Permanent Easement Agreement with Kingsport Hotel LLC (AF: 259-2015) (Chris McCartt)
 - Resolution
5. Execute and File Contracts / Documents for Tennessee Department of Transportation (AF: 268-2015) (Chris McCartt)
 - Resolution

VIII. COMMUNICATIONS

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

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

IX. ADJOURN

Minutes of the Regular Work Session of the
Board of Mayor and Aldermen, City of Kingsport, Tennessee
Monday, September 14, 2015, 4:30 PM
Council Room – City Hall

PRESENT: Board of Mayor and Aldermen

Mayor John Clark

Vice-Mayor Mike McIntire

Alderman Darrell Duncan

Alderman Colette George

Alderman Michele Mitchell

Alderman Tommy Olterman

Alderman Tom C. Parham

City Administration

Jeff Fleming, City Manager

J. Michael Billingsley, City Attorney

James H. Demming, City Recorder

1. **CALL TO ORDER:** 4:30 p.m. by Mayor Clark.
2. **ROLL CALL:** By Deputy City Recorder Marshall.
3. **UPDATE ON WATER AND SEWER INFRASTRUCTURE.** Assistant City Manager for Operations Ryan McReynolds gave a presentation on this item, providing details on the city's integrated water resources. He also talked about the master plan which encompasses 30 years' worth of capital improvements. Discussion followed.
4. **KINGSPORT METS AND HUNTER WRIGHT STADIUM IMPROVEMENTS.** Mr. Frank Lett, Kingsport Convention and Visitor's Bureau presented this item. He provided a history of the relationship with the Kingsport Mets and stated the KCVB is seeking to extend the contract another five years. He also gave details on some improvements and additions that need to be made that will benefit other events that are held at the stadium. There was considerable discussion.
5. **REVIEW OF AGENDA ITEMS ON THE SEPTEMBER 15, 2015 REGULAR BUSINESS MEETING AGENDA.** City Manager Fleming and members of staff gave a summary or presentation for each item on the proposed agenda. Those items the Board discussed at greater length or which received specific questions or concerns included:

VI.A.1 Amend Zoning of the Jefferson Gardens Property Located Behind the Indian Springs Shopping Center (AF: 240-2015). City Planner Ken Weems stated this was an owner requested rezoning from B-3 to PD. Item VI.D.7 was also discussed at this time with information provided by Michael Thompson.

VI.D.1 Approve a Detailed Bond Resolution Authorizing the Issuance of General Obligation Refunding and Improvement Bonds, Series 2015A, in an Amount Not to Exceed \$15,650,000 (AF: 243-2015). City Manager Fleming gave information on this item, noting we were borrowing less than what we were paying off. He also gave details on how the money would be distributed. Discussion followed.

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VI.D.2 Riverbend Redevelopment Plan and Tax Increment Financing Amendment for the Riverbend Project Area (AF: 254-2015). Development Services Director Lynn Tully presented this item and explained how the TIF would work towards redevelopment of these high end but affordable one, two and three bedroom apartments. She pointed out the county has already approved it.

VI.D.3 Tax Increment Financing Amendment for the Kingsport Mall Redevelopment District-Indian Trail Project Area (AF: 255-2015). Development Services Director Tully gave details on this special project. Discussion ensued.

VI.D.4 Adoption of a New Fund Balance Policy for the City of Kingsport (AF: 251-2015). City Manager Fleming provided information on this item to formalize a policy. He pointed out the attempt to balance competing interests while being conservative and fair to all departments.

VI.D.6 Agreement for Professional Services to Develop Kingsport Area Long-Range Transportation Plan (AF: 246-2015). Assistant Public Works Director Michael Thompson presented an overview of the MPO. He noted this plan did not include local streets, was based on projected growth and provided a guide for future quality of life.

VI.D.7 Amend Agreement with TDOT for SR-126 (Memorial Blvd) at Island Road Signalization (AF: 249-2015). See item VI.A.1.

BOARD COMMENT. None.

PUBLIC COMMENT. None.

6. ADJOURN. Seeing no other matters presented for discussion at this work session, Mayor Clark adjourned the meeting at 6:33 p.m.

ANGELA MARSHALL
Deputy City Recorder

JOHN CLARK
Mayor

Minutes of the Regular Business Meeting of the
Board of Mayor and Aldermen of the City of Kingsport, Tennessee
Tuesday, September 15, 2015, 7:00 PM
Large Court Room – City Hall

PRESENT:

Board of Mayor and Aldermen

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

Alderman Michele Mitchell
Alderman Tommy Olterman
Alderman Tom C. Parham

City Administration

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

- I. **CALL TO ORDER:** 7:00 p.m., by Mayor John Clark.
- II.A. **PLEDGE OF ALLEGIANCE TO THE FLAG:** Led by New Vision Youth.
- II.B. **INVOCATION:** Senior Pastor David Cagle, First Presbyterian Church.
- III. **ROLL CALL:** By City Recorder Demming. All Present.
- IV. **RECOGNITIONS AND PRESENTATIONS.**
 1. Recognition of John Mahoney – Jeff Fleming, Rob Cole, Mayor Clark
 2. Move to Kingsport Testimonial – Sharon Lambert
- V. **APPROVAL OF MINUTES.**

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

- A. August 31, 2015 Regular Work Session
- B. September 1, 2015 Regular Business Meeting

Approved: All present voting “aye.”

VI. **COMMUNITY INTEREST ITEMS.**

A. **PUBLIC HEARINGS.**

1. **Amend Zoning of the Jefferson Gardens Property Located Behind the Indian Springs Shopping Center (AF: 240-2015) (Ken Weems).**

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

Motion/Second: McIntire/George, to pass:

Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen of the City of Kingsport, Tennessee, Tuesday, September 15, 2015

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY ADJACENT TO MEMORIAL BOULEVARD FROM B-3, HIGHWAY ORIENTED BUSINESS DISTRICT TO PD, PLANNED DEVELOPMENT IN THE 7TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

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

B. BUSINESS MATTERS REQUIRING FIRST READING.

1. Budget Cleanup Ordinance for FY16 (AF: 256-2015)
(Jeff Fleming).

Motion/Second: McIntire/Parham, to pass:

AN ORDINANCE TO AMEND VARIOUS PROJECTS FOR THE YEAR ENDING JUNE 30, 2016; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

2. Abandonment of Waterline Easement Across Property
(AF: 250-2015) (Ryan McReynolds).

Motion/Second: Mitchell/Duncan, to pass:

AN ORDINANCE ABANDONING A WATER LINE EASEMENT ON PROPERTY LOCATED AT 700 LYNN GARDEN DRIVE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

3. Appropriate \$21,953.00 from the USDOJ/Bureau of Justice Assistance Grant FY15 Local Solicitation (AF: 252-2015) (David Quillin).

Motion/Second: McIntire/Parham, to pass:

AN ORDINANCE TO AMEND THE JUSTICE ASSISTANCE GRANT FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM THE DEPARTMENT OF JUSTICE FOR THE YEAR ENDING JUNE 30, 2016; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

4. Appropriate \$5,907.29 from the USDOJ/Bureau of Justice Assistance Bulletproof Vest Partnership Funding (AF: 253-2015) (David Quillin).

Motion/Second: Duncan/Mitchell, to pass:

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, September 15, 2015**

AN ORDINANCE TO AMEND THE GENERAL PROJECT-SPECIAL REVENUE FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM THE DEPARTMENT OF JUSTICE FOR THE YEAR ENDING JUNE 30, 2016; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION.

1. Accept and Appropriate \$575 Donation from Friends of the Kingsport Public Library (AF: 231-2015) (Morris Baker).

Motion/Second: Parham/Mitchell, to pass:

ORDINANCE NO. 6511, AN ORDINANCE TO AMEND THE GENERAL FUND BUDGET BY APPROPRIATING DONATIONS RECEIVED FOR THE YEAR ENDING JUNE 30, 2016; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

2. Budget Transfer for Fire Station 3 Renovations Project (AF: 239-2015) (Chief Dye, Capt. Payne).

Motion/Second: McIntire/Duncan, to pass:

ORDINANCE NO. 6512, AN ORDINANCE TO AMEND THE GENERAL PROJECT FUND BY TRANSFERRING FUNDS TO FIRE STATION #3 PROJECT FOR THE YEAR ENDING JUNE 30, 2016; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

3. Transfer Funds for Church Circle Waterline Improvements Project (AF: 236-2015) (Ryan McReynolds)

Motion/Second: McIntire/Parham, to pass:

ORDINANCE NO. 6513, AN ORDINANCE TO AMEND THE WATER PROJECT FUND BUDGET BY TRANSFERRING FUNDS TO THE SULLIVAN STREET PHASE 2 WATER LINE PROJECT FOR THE YEAR ENDING JUNE 30, 2016; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

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D. OTHER BUSINESS.

1. Approve a Detailed Bond Resolution Authorizing the Issuance of General Obligation Refunding and Improvement Bonds, Series 2015A, in an Amount Not to Exceed \$15,650,000 (AF: 243-2015) (Jim Demming/Jeff Fleming).

Motion/Second: McIntire/Mitchell, to pass:

Resolution No. 2016-050, RESOLUTION AUTHORIZING THE EXECUTION, TERMS, ISSUANCE, SALE, AND PAYMENT OF NOT TO EXCEED \$15,650,000 GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2015A, OF THE CITY OF KINGSPORT, TENNESSEE, AND PROVIDING THE DETAILS THEREOF

Passed: All present voting "aye."

2. Riverbend Redevelopment Plan and Tax Increment Financing Amendment for the Riverbend Project Area (AF: 254-2015) (Lynn Tully)

Motion/Second: Parham/McIntire, to pass:

Resolution No. 2016-051, A RESOLUTION APPROVING THE RIVERBEND REDEVELOPMENT PLAN AND TAX INCREMENT FINANCING AMENDMENT AND RECOMMENDING THAT THE SAME BE APPROVED BY THE BOARD OF COMMISSIONERS OF SULLIVAN COUNTY

Passed: All present voting "aye."

3. Tax Increment Financing Amendment for the Kingsport Mall Redevelopment District-Indian Trail Project Area (AF: 255-2015) (Lynn Tully).

Motion/Second: McIntire/Duncan, to pass:

Resolution No. 2016-052, A RESOLUTION APPROVING A TAX INCREMENT FINANCING AMENDMENT FOR THE KINGSPORT MALL REDEVELOPMENT DISTRICT — INDIAN TRAIL PROJECT AREA AND RECOMMENDING THAT THE SAME BE APPROVED BY THE BOARD OF COMMISSIONERS OF SULLIVAN COUNTY

Passed: All present voting "aye."

4. Adoption of a New Fund Balance Policy for the City of Kingsport (AF: 251-2015) (Jeff Fleming).

Motion/Second: Olterman/McIntire, to pass:

Resolution No. 2016-053, A RESOLUTION TO ADOPT A NEW FUND BALANCE POLICY FOR THE CITY OF KINGSPORT

5. Software License and Services Addendum for KATS Equipment (AF: 242-2015) (Chris McCartt).

Motion/Second: McIntire/Mitchell, to pass:

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Resolution No. 2016-054, A RESOLUTION APPROVING AN ADDENDUM TO THE AGREEMENT WITH ROUTEMATCH SOFTWARE INC. FOR THE KINGSPORT AREA TRANSIT SERVICE; AUTHORIZING 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."

6. Agreement for Professional Services to Develop Kingsport Area Long-Range Transportation Plan (AF: 246-2015) (Bill Albright, Michael Thompson).

Motion/Second: Parham/Duncan, to pass:

Resolution No. 2016-055, A RESOLUTION APPROVING AN AGREEMENT WITH RPM TRANSPORTATION CONSULTANTS, LLC, 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."

7. Amend Agreement with TDOT for SR-126 (Memorial Blvd) at Island Road Signalization (AF: 249-2015) (Ryan McReynolds).

Motion/Second: McIntire/Parham, to pass:

Resolution No. 2016-056, A RESOLUTION APPROVING AMENDMENT 1 TO AGREEMENT NUMBER 140163 WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; AND AUTHORIZING EXECUTION OF ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

Passed: All present voting "aye."

E. APPOINTMENTS/REAPPOINTMENTS. None.

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

Motion/Second: McIntire/Duncan, to adopt:

1. Amend Agreement with Cartegraph Systems, Inc. (AF: 244-2015) (Ryan McReynolds).

Pass:

Resolution No. 2016-057, A RESOLUTION APPROVING AN AMENDMENT TO THE AGREEMENT WITH CARTEGRAPH SYSTEMS, INC.; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; AND EXECUTE ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

Passed: All present voting "aye."

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2. Authorize the Mayor to Execute and File Applications and Necessary Documents for Federal Assistance on Behalf of the City of Kingsport (AF: 248-2015) (Chris McCartt).

Pass:

Resolution No. 2016-058, A RESOLUTION AUTHORIZING FILING OF APPLICATIONS WITH THE FEDERAL TRANSIT ADMINISTRATION, AN OPERATING ADMINISTRATION OF THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FOR FEDERAL TRANSPORTATION ASSISTANCE AUTHORIZED BY 49 U.S.C. CHAPTER 53, TITLE 23 UNITED STATES CODE, AND OTHER FEDERAL STATUTES ADMINISTERED BY THE FEDERAL TRANSIT ADMINISTRATION

Passed: All present voting "aye."

3. Proposed Stormwater Annual Compliance Report (AF: 241-2015) (Ryan McReynolds).

Pass:

Resolution No. 2016-059, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A STORMWATER ANNUAL COMPLIANCE REPORT AS REQUIRED BY THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION

Passed: All present voting "aye."

VIII. COMMUNICATIONS.

- A. CITY MANAGER.** Mr. Fleming stated public works is wrapping up the paving program from the most funding that has ever been appropriated by the BMA in 30 years. He noted the goal is to have a sustainable paving program. He thanked the board for providing the funding, pointing out there has been great feedback from the citizens.
- B. MAYOR AND BOARD MEMBERS.** Alderman Olterman congratulated Bojangles on their new investment in Kingsport. Alderman George reminded everyone that Officer Patton sent out a notice on the police academy, noting it was an interesting opportunity for citizens to see what the police do. She also encouraged everyone to visit Bays Mountain this fall and invited them to come out for Dobyys Bennett homecoming this weekend. Vice-Mayor McIntire recognized the recent eight Nation Merit Scholars recipients in the school system and offered congratulations. Alderman Duncan pointed out his tie was signed by a second grade class at Jackson Elementary, noting they would be studying government and history. He also commented on his recent attendance to Conservation Day Camp. Alderman Mitchell gave details on the upcoming PEAK event "The Garage Band Jam," and talked about this organization. Alderman Parham discussed the recent event at Cleek Farm held by the SBK Animal Shelter, pointing out there was 300-400 people in

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of the City of Kingsport, Tennessee, Tuesday, September 15, 2015**

attendance with their pets. Mayor Clark commented on his attendance at the kickoff for the United Way Campaign, as well as the Remembrance Ceremony and memorial stair climb in honor of the 9/11/01 terrorist attack.

- C. **VISITORS**. Ms. Rosemarie Trent commented on the need for a hotel close to the hospital. She also commented on water bills concerning tenants and landlords. Mr. Dean Kerkhoff commented on the use of baseball fields.

IX. ADJOURN. Seeing no other business for consideration at this meeting, Mayor Clark adjourned the meeting at 8:15 p.m.

ANGELA MARSHALL
Deputy City Recorder

JOHN CLARK
Mayor



AGENDA ACTION FORM

Amend Zoning of the Enterprise Place Property, Located at the Terminus of Enterprise Place

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

Action Form No.: AF-263-2015
Work Session: October 5, 2015
First Reading: October 6, 2015
Final Adoption: October 20, 2015
Staff Work By: Ken Weems
Presentation By: Ken Weems

Recommendation:

- Hold public hearing
- Approve ordinance amending the zoning ordinance to rezone a portion of parcel 2 from B-4P, Planned Business District to R-3, Low Density Apartment District.

Executive Summary:

This is an owner-requested rezoning of approximately 9.67 acres located at the terminus of Enterprise Place from B-4P to R-3. The purpose of the rezoning request is to permit development of 144 apartment dwelling units. As of September 23, 2015, the Planning Department has not received any public comment on the rezoning proposal. During their September 2015 regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation for the rezoning to the Board of Mayor and Aldermen. The Notice of Public Hearing was published on September 21, 2015.

Attachments:

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

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

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN to all citizens of the City of Kingsport, Tennessee, to all persons interested, and the public at large that the City of Kingsport Board of Mayor and Aldermen will conduct a Public Hearing during its regular business meeting on October 6, 2015 to consider the rezoning for parcel 2 of tax map 76 located off Enterprise Place from B-4P District to R-3 District. The regular business meeting will begin at 7:00 p.m. in the large courtroom located on the second floor of City Hall, at 225 W. Center Street, Kingsport, Tennessee.

The property proposed for rezoning is generally described as follows:

To find the point of beginning, COMMENCE at a rebar found in the northeasterly sideline of Enterprise PL, a public frontage road for State Route 93 and Interstate 26, distant about 0.49 miles southeasterly along said sideline from its intersection with the easterly sideline of The John B. Dennis By-Pass (State Route 93), said rebar being a common corner for Robert W. Monday (Deed Book 2255C, Page 531) and Harold W. Childress, Jr., et al. (Deed Book 3062, Page 543); Thence with and along said sideline of Enterprise PL, the following three calls: (1) S48°33'47"E 73.14 feet to a rebar found, (2) S51°39'00"E 99.21 feet to a ½ inch rebar set, and (3) S51°41'14"E 139.99 feet to a rebar found at the POINT OF BEGINNING; thence leaving the road and with new lines through the Childress property (Deed Book 3062, Page 543), the following six calls: (1) N55°05'06"E 589.86 feet to a ½ inch rebar set, (2) S46°17'23"E 299.37 feet to a 30 inch white oak tree with a tree stand in it, (3) S75°33'54"E 130.84 feet to a ½ inch rebar set, (4) S09°19'08"E 390.53 feet to a ½ inch rebar set, (5) S57°48'40"W 280.44 feet to a ½ inch rebar set, and (5) S28°05'40"W 158.11 to a ½ inch rebar set in the northeasterly sideline of Interstate 26; thence with same, the following two calls: (1) N44°29'35"W 83.91 feet to a highway concrete monument, and (2) N46°18'31"W 227.42 feet to a rebar found at the end of said Enterprise PL; thence crossing the southeasterly end of said Enterprise PL, N44°17'38"E 32.95 feet to a rebar found at the southeasterly end of the northeasterly sideline of Enterprise PL; thence with and along said northeasterly sideline of Enterprise PL, the following three calls: (1) N46°42'41"W 206.23 feet to a rebar found, (2) N44°50'11"W 100.07 feet to a rebar found, and (3) N51°55'57"W 199.84 feet to THE POINT OF BEGINNING, containing 9.670 acres, more or less, and being a part of the lands described in a Deed to Harold W. Childress, JR., et al., of record in the Register of Deeds Office for Sullivan County at Blountville, Tennessee in Deed Book 3062, at Page 543, and as shown on a Survey by Daniel I. Saxon, RLS #334, dated October 2014, to all of which reference is hereby expressly made.

All interested persons are invited to attend this meeting and public hearing. A detailed map and description is on file in the offices of the City Manager, Kingsport 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
PIT: 9/21/15

PRE-FILED
CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY ADJACENT TO ENTERPRISE PLACE FROM B-4P, PLANNED BUSINESS DISTRICT TO R-3, LOW DENSITY APARTMENT DISTRICT IN THE 13TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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 Enterprise Place from B-4P, Planned Business District to R-3, Low Density Apartment District in the 13th Civil District of Sullivan County; said area to be rezoned being further and more particularly described as follows:

To find the point of beginning, COMMENCE at a rebar found in the northeasterly sideline of Enterprise PL, a public frontage road for State Route 93 and Interstate 26, distant about 0.49 miles southeasterly along said sideline from its intersection with the easterly sideline of The John B. Dennis By-Pass (State Route 93), said rebar being a common corner for Robert W. Monday (Deed Book 2255C, Page 531) and Harold W. Childress, Jr., et al. (Deed Book 3062, Page 543); Thence with and along said sideline of Enterprise PL, the following three calls: (1) S48°33'47"E 73.14 feet to a rebar found, (2) S51°39'00"E 99.21 feet to a ½ inch rebar set, and (3) S51°41'14"E 139.99 feet to a rebar found at the POINT OF BEGINNING; thence leaving the road and with new lines through the Childress property (Deed Book 3062, Page 543), the following six calls: (1) N55°05'06"E 589.86 feet to a ½ inch rebar set, (2) S46°17'23"E 299.37 feet to a 30 inch white oak tree with a tree stand in it, (3) S75°33'54"E 130.84 feet to a ½ inch rebar set, (4) S09°19'08"E 390.53 feet to a ½ inch rebar set, (5) S57°48'40"W 280.44 feet to a ½ inch rebar set, and (5) S28°05'40"W 158.11 to a ½ inch rebar set in the northeasterly sideline of Interstate 26; thence with same, the following two calls: (1) N44°29'35"W 83.91 feet to a highway concrete monument, and (2) N46°18'31"W 227.42 feet to a rebar found at the end of said Enterprise PL; thence crossing the southeasterly end of said Enterprise PL, N44°17'38"E 32.95 feet to a rebar found at the southeasterly end of the northeasterly sideline of Enterprise PL; thence with and along said northeasterly sideline of Enterprise PL, the following three calls: (1) N46°42'41"W 206.23 feet to a rebar found, (2) N44°50'11"W 100.07 feet to a rebar found, and (3) N51°55'57"W 199.84 feet to THE POINT OF BEGINNING, containing 9.670 acres, more or less, and being a part of the lands described in a

Deed to Harold W. Childress, JR., et al., of record in the Register of Deeds Office for Sullivan County at Blountville, Tennessee in Deed Book 3062, at Page 543, and as shown on a Survey by Daniel I. Saxon, RLS #334, dated October 2014, to all of which reference is hereby expressly made.

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

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

JOHN CLARK
Mayor

ATTEST:

JAMES H. DEMMING
City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY
City Attorney

PASSED ON 1ST READING _____
PASSED ON 2ND READING _____

Kingsport Regional Planning Commission

Rezoning Report

File Number 15-101-00005

PROPERTY INFORMATION

ADDRESS	2300 Enterprise Place, Kingsport, TN 37660
DISTRICT	13
OVERLAY DISTRICT	Gateway
EXISTING ZONING	B-4P (Planned Business District)
PROPOSED ZONING	R-3 (Low Density Apartment District)
ACRES	9.67 +/-
EXISTING USE	vacant
PROPOSED USE	144 apartment dwelling units

PETITIONER

ADDRESS 1328 Linville Street, Kingsport, TN 37660

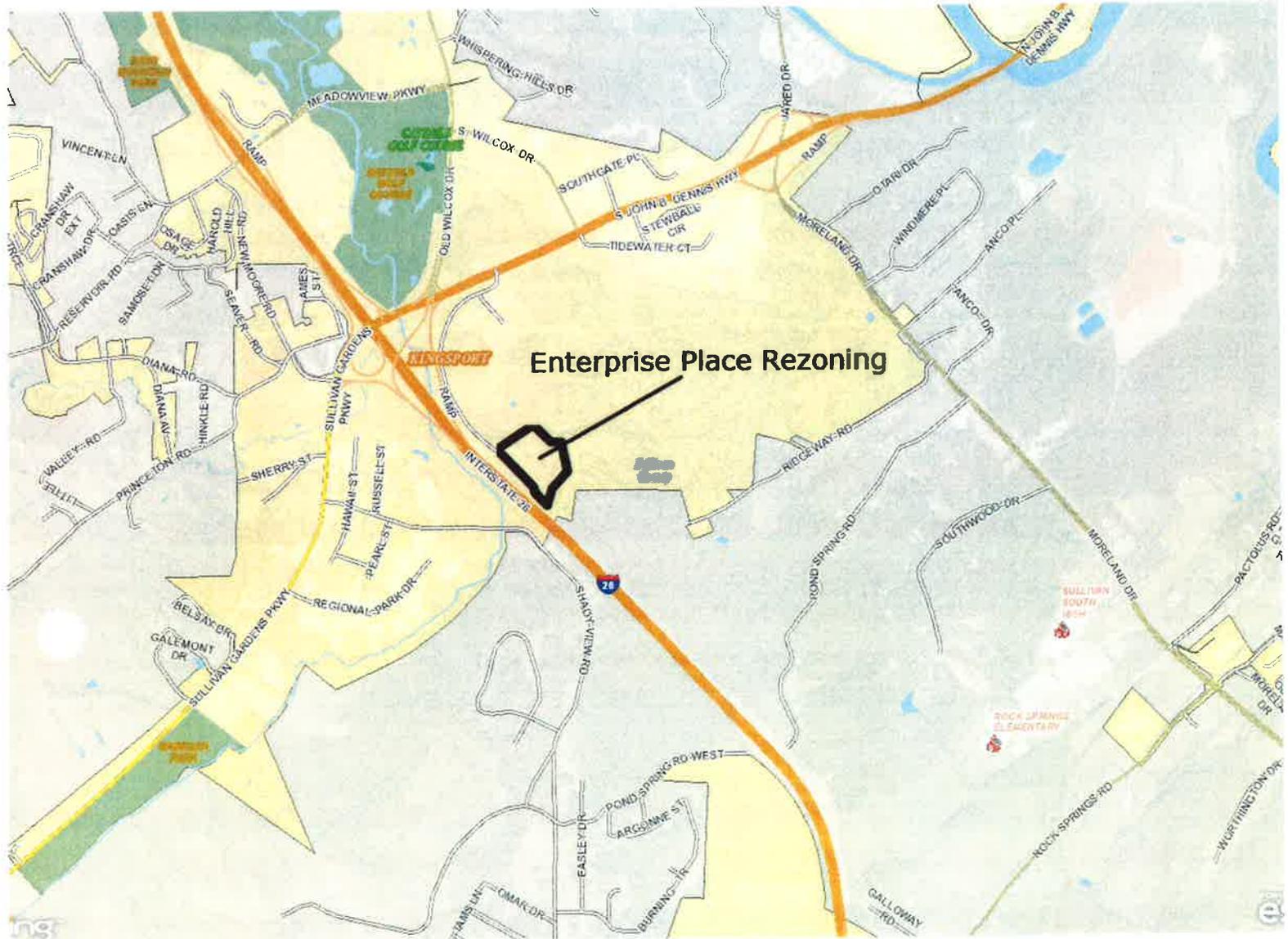
REPRESENTATIVE

PHONE (423) 677-6778

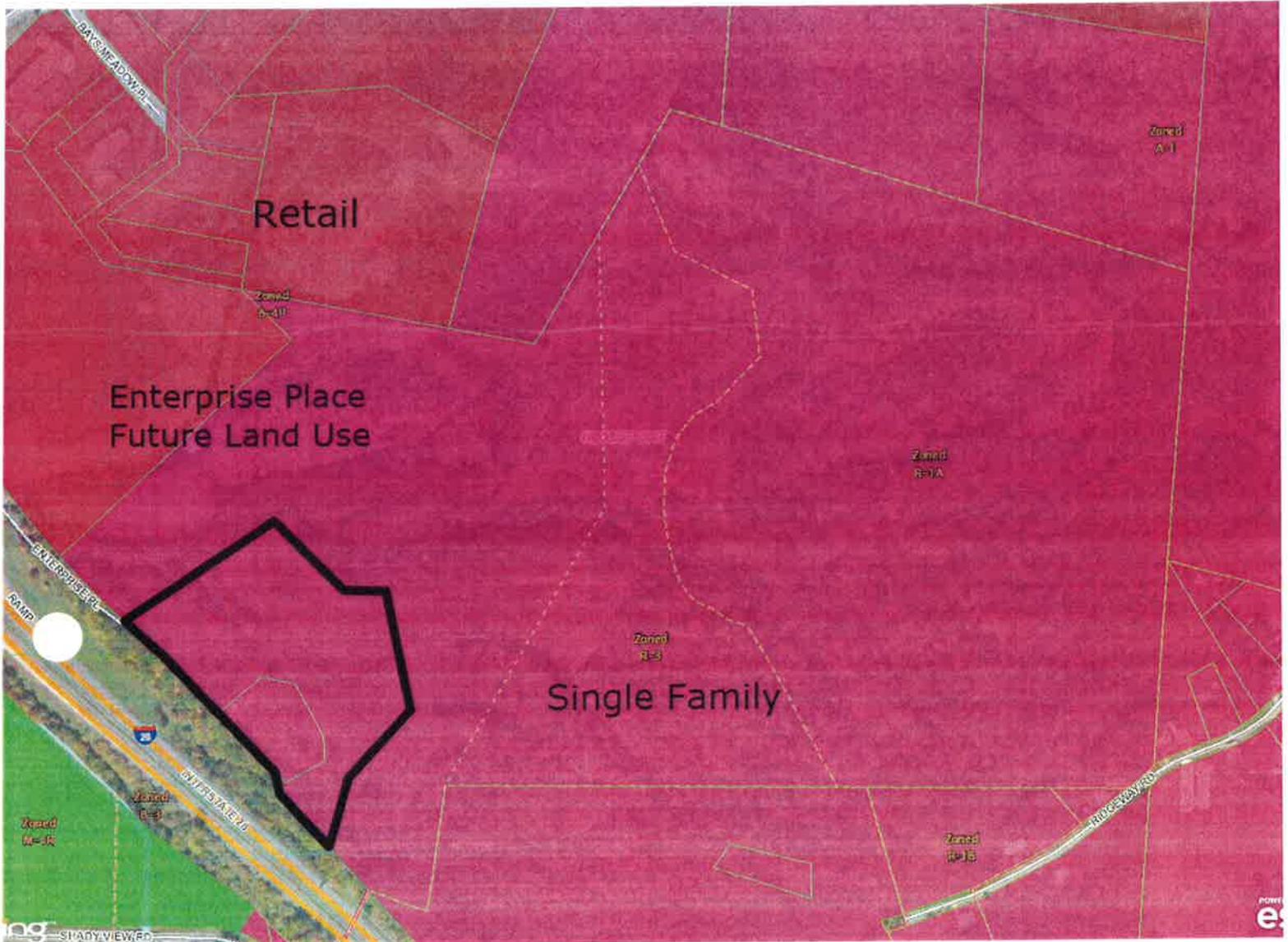
INTENT

To rezone from B-4P to R-3 to accommodate 144 apartment dwelling units.

Vicinity Map



Future Land Use Plan 2030



Aerial



West View



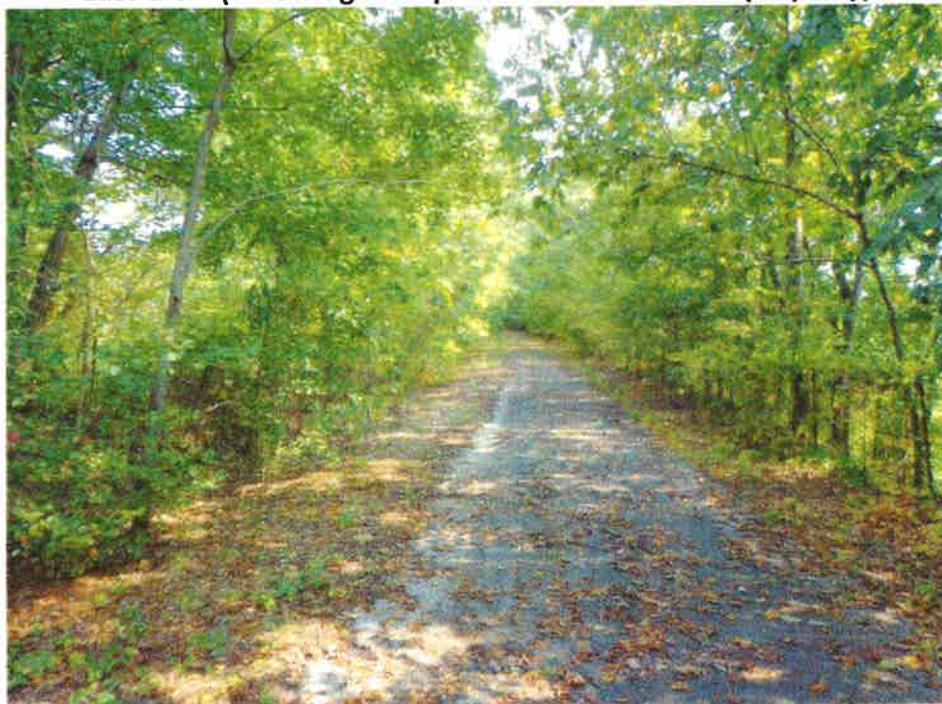
South View (toward I-26)



North View



East View (following Enterprise Place entrance to property)



Kingsport Regional Planning Commission

Rezoning Report

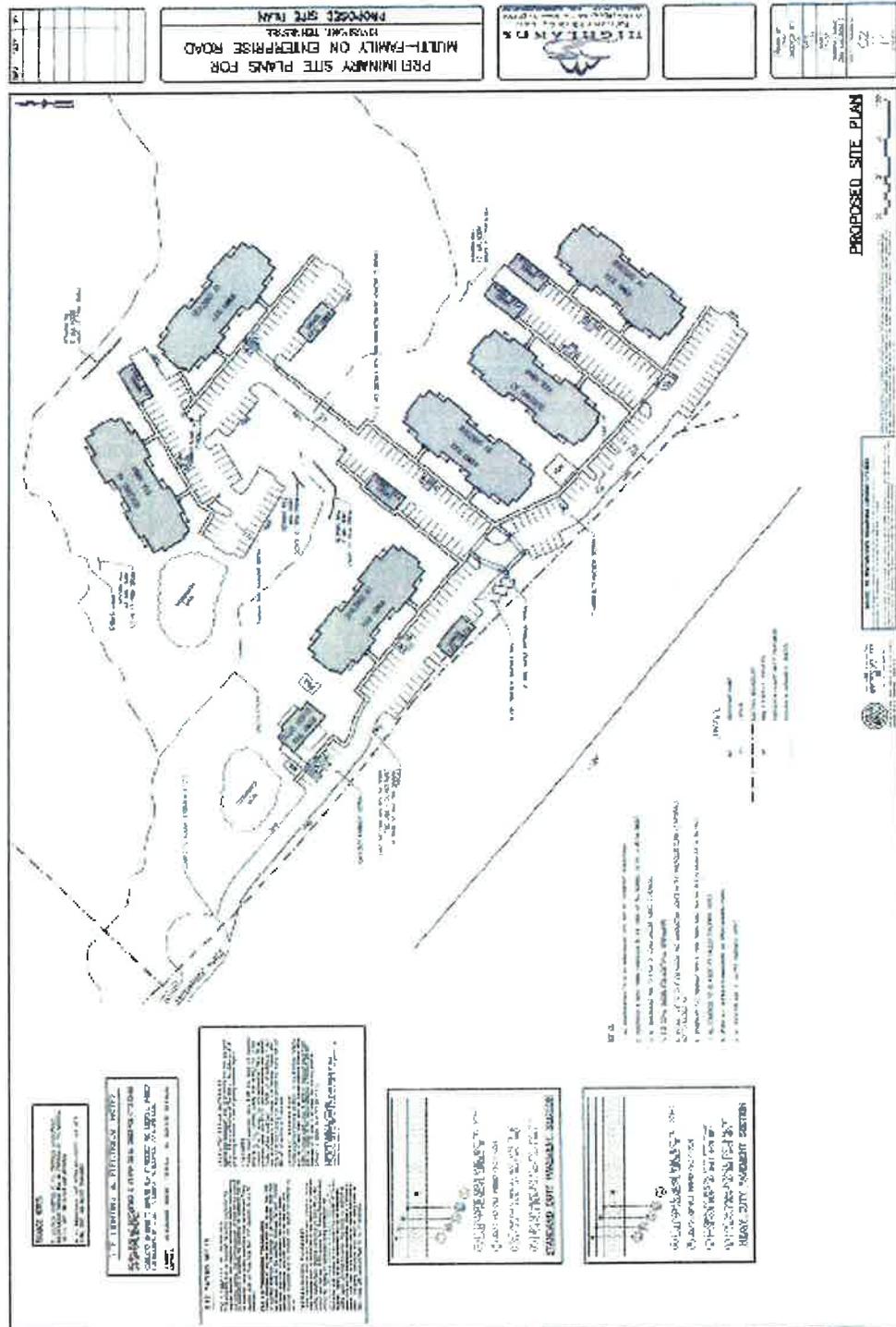
File Number 15-101-00005

Location	Parcel / Zoning Petition	Zoning / Name	History Zoning Action Variance Action
North, East, Northwest	1	<u>Zone: City B-4P</u> Use: vacant property	A rezoning proposal was initiated in 1997 but was withdrawn prior to any action
Further North and Northwest	2	<u>Zone: City B-4P</u> Use: vacant property	n/a
East	3	<u>Zone: City B-4P</u> Use: vacant property	n/a
Further East	4	<u>Zone: City R-3</u> Use: vacant property	n/a
Southeast and South	5	<u>Zone: City B-4P</u> Use: vacant property	n/a
Further South	6	<u>Zone: City B-3</u> Use: I-26 right-of-way	n/a
West	7	<u>Zone: City B-4P</u> Use: I-26 right-of-way	n/a

EXISTING USES LOCATION MAP



Site Plan



Based on the applicant's site plan submitted to the Planning Department on September 1, 2015, Staff offers the following considerations:

DEVELOPMENT STANDARDS – R-3

District minimum requirements:

- Maximum density is 15 dwelling units per acre/ proposed density= 14.9 du/acre
- Parking required: 1.5 spaces per unit/ site plan identified parking: 1.72 spaces per unit

The ZDP indicates compliance with the development standards in an R-3 District.

Property Features

The rezoning site lies at the end of Enterprise Place and abuts the east side of I-26 right-of-way. The site is vacant with the exception of a small abandoned building. In comparison to typical city rezoning sites, this site is remote and not surrounded by any existing development with the exception of the adjacent Interstate. The rezoning site is overgrown with vegetation with the exception of mowed trails.

Standards of Review

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

- 1. Whether or not the proposal will permit a use that is suitable in view of the use and development of adjacent and nearby Property?** The proposal will permit a use that is suitable with adjacent property as multi-family use adjacent to a major transportation network.
- 2. Whether or not the proposal will adversely affect the existing use or usability of adjacent or nearby property?** The adjacent and nearby property will not be adversely affected by the proposal. The proposed apartment units will be located far away from any existing development.
- 3. Whether the property to be affected by the proposal has a reasonable economic use as currently zoned?** The property has a reasonable economic use as currently zoned. There is also a reasonable economic use for the proposed zone as a multi-family development adjacent to a major transportation network.

4. **Whether the proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools?** The proposal will not cause a burdensome use of existing streets, transportation facilities, or schools.
5. **Whether the proposal is in conformity with the policies and intent of the land use plan?**

Proposed use: 144 apartment units

The Future Land Use Plan Map recommends Single Family use

6. **Whether there are other existing or changed conditions affecting the use and development of the property which gives supporting grounds for either approval or disapproval of the proposal?** The existing conditions support approval of the proposed rezoning.
7. **Whether the zoning proposal will permit a use which can be considered environmentally adverse to the natural resources, environment and citizens of the City of Kingsport?** There are no adverse uses proposed.
8. **Whether the change will create an isolated district unrelated to similar districts:** The proposed rezoning is adjacent to an existing R-3 zone to the east.
9. **Whether the present district boundaries are illogically drawn in relation to existing conditions?** The present district boundaries are illogically drawn as is. Existing zoning for the parent parcel consists of existing B-4P, R-3, and R-1A zoning. The existing district boundaries are most likely left over from zoning configured in the past to support a commercial/ multi-family venture.
10. **Whether the change will constitute a grant of special privilege to an individual as contrasted to the general welfare?** The change will not allow a special privilege to an individual as contrasted to the general welfare.

CONCLUSION

Staff recommends APPROVAL to rezone from B-4P to R-3. The proposed down-zoning from a commercial zone to a residential zone will more appropriately support the future land use plan as a transition zone between retail and single family designations.



AGENDA ACTION FORM

Annex and Adopt Plan of Service for the O’Neill Annexation and Amend Zoning

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

Action Form No.: AF-272-2015
 Work Session: October 5, 2015
 First Reading: October 6, 2015
 Final Adoption: October 20, 2015
 Staff Work By: C. Shepherd
 Presentation By: C. Shepherd

Recommendation:

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

Executive Summary:

This is the owner-requested O’Neill annexation of approximately 3.5 acres/1 parcel located off of Rock Springs Road. The current county zoning of the property is County R-1 (Single Family Residential District). The proposed city zoning for the area is a split zone of R-1B (rear portion of the lot nearest Kings Grant Road) and R-2 (front portion of the lot nearest Rock Springs Road). Staff has recommended the split zoning to provide a buffer for the residents of Kings Grant Road. The applicant, Tim O’Neill, is requesting annexation to facilitate the future construction of approximately 10-12 condominiums to be constructed on the parcel. During their September 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 September 21, 2015.

Attachments:

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

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

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN to all citizens of the City of Kingsport, Tennessee, to all persons interested, and the public at large that the City of Kingsport Board of Mayor and Aldermen will conduct a Public Hearing during its regular business meeting on Tuesday, October 6, 2015, to consider the annexation, zoning, and plan of services for the O'Neill annexation. The regular business meeting will begin at 7:00 p.m. in the large courtroom located on the second floor of City Hall, at 225 W. Center Street, Kingsport, Tennessee.

The property proposed for annexation is generally described as follows:

BEGINNING at a point, said point being the northwest corner of parcel 21, Tax Map 92A; thence in a northeasterly direction, approximately 297 feet to a point; said point being the northeastern corner of parcel 21; thence in a southeasterly direction, approximately 549 feet to a point; said point being the southeastern corner of parcel 21 being in common with the northern boundary of Rock Springs Road; thence in a southwesterly direction following the northern boundary of Rock Springs Road, approximately 273 feet to a point, said point being the southwestern corner of parcel 21 being in common with the northern boundary of Rock Springs Road; then in a northwesterly direction, approximately 550 feet to a point; said point being the point of BEGINNING, and being all of parcel 21, Tax Map 92A of the Sullivan County April 2008 Tax Maps.

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

CITY OF KINGSPORT
James H. Demming, City Recorder
P1T: 09/21/15

RESOLUTION NO. _____

A RESOLUTION TO ANNEX THAT CERTAIN TERRITORY ADJOINING THE PRESENT CORPORATE BOUNDARIES OF THE CITY OF KINGSPORT, EMBRACING THAT CERTAIN PART OF THE 7th CIVIL DISTRICT OF SULLIVAN COUNTY, TENNESSEE, AND KNOWN AS THE O'NEILL ANNEXATION, AS HEREINAFTER DESCRIBED; TO INCORPORATE THE SAME WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF KINGSPORT, TENNESSEE; AND TO FIX THE EFFECTIVE DATE OF THIS RESOLUTION

WHEREAS, a public hearing before the board of mayor and aldermen of the City of Kingsport, Tennessee, was held on the 6th day of October 2015, and notice thereof published in the Kingsport Times-News on the 21st day of September 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, pursuant to *Tenn. Code Ann. § 6-51-104(a)* the property owners of the affected territory have requested annexation of their property by the City of Kingsport by submitting written consent signed by the property owners to the city; and

WHEREAS, a plan of services for this area was adopted by resolution on the 6th day of October 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 written consent signed by the property owners in the affected territory submitted to the city there is hereby 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. 7 of Sullivan County, Tennessee, and more fully described to-wit:

BEGINNING at a point, said point being the northwest corner of parcel 21, Tax Map 92A; thence in a northeasterly direction, approximately 297 feet to a point; said point being the northeastern corner of parcel 21; thence in a southeasterly direction, approximately 549 feet to a point; said point being the southeastern corner of parcel 21 being in common with the northern boundary of Rock Springs Road; thence in a southwesterly direction following the northern boundary of Rock Springs Road, approximately 273 feet to a point, said point being the southwestern corner of parcel 21 being in common with the northern boundary of Rock Springs Road; then in a northwesterly direction, approximately 550 feet to a point; said point being the point of BEGINNING, and being all of parcel 21, Tax Map 92A of the Sullivan County April 2008 Tax Maps.

SECTION II. That this resolution shall take effect thirty (30) days from and after the date of its adoption, the public welfare of the citizens of Kingsport, Tennessee requiring it.

ADOPTED this the 6th day of October 2015.

JOHN CLARK, Mayor

ATTEST:

JAMES H. DEMMING, City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

ORDINANCE NO. _____

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY ADJACENT TO ROCK SPRINGS ROAD FROM R-1, SINGLE FAMILY RESIDENTIAL DISTRICT TO R-1B & R-2, SINGLE FAMILY RESIDENTIAL & TWO-FAMILY RESIDENTIAL IN THE 7TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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 Rock Springs Road from County R-1, Low Density Single Family Residential District to City R-1B & City R-2, Single Family Residential & Two-family residential in the 7th Civil District of Sullivan County; said area to be rezoned being further and more particularly described as follows:

BEGINNING at a point, said point being the northwest corner of parcel 21, Tax Map 92A; thence in a northeasterly direction, approximately 297 feet to a point; said point being the northeastern corner of parcel 21; thence in a southeasterly direction, approximately 549 feet to a point; said point being the southeastern corner of parcel 21 being in common with the northern boundary of Rock Springs Road; thence in a southwesterly direction following the northern boundary of Rock Springs Road, approximately 273 feet to a point, said point being the southwestern corner of parcel 21 being in common with the northern boundary of Rock Springs Road; then in a northwesterly direction, approximately 550 feet to a point; said point being the point of BEGINNING, and being all of parcel 21, Tax Map 92A of the Sullivan County April 2008 Tax Maps.

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

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

JOHN CLARK
Mayor

ATTEST:

JAMES H. DEMMING
City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY
City Attorney

PASSED ON 1ST READING _____
PASSED ON 2ND READING _____

RESOLUTION NO.

A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE O'NEILL 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 September 17, 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 October 6, 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 September 21, 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 7th Civil District of Sullivan County, Tennessee, commonly known as the O'Neill Annexation, said area being bounded and further described as follows:

BEGINNING at a point, said point being the northwest corner of parcel 21, Tax Map 92A; thence in a northeasterly direction, approximately 297 feet to a point; said point being the northeastern corner of parcel 21; thence in a southeasterly direction, approximately 549 feet to a point; said point being the southeastern corner of parcel 21 being in common with the northern boundary of Rock Springs Road; thence in a southwesterly direction following the northern boundary of Rock Springs Road, approximately 273 feet to a point, said point being the southwestern corner of parcel 21 being in common with the northern boundary of Rock Springs Road; then in a northwesterly direction, approximately 550 feet to a point; said point being the point of BEGINNING, and being all of parcel 21, Tax Map 92A of the Sullivan County April 2008 Tax Maps

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

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

SECTION I. That a Plan of Services for the O'Neill 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:

**O'Neill Annexation
Plan of Services**

1. Police Protection

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

- G. The Kingsport Police Department currently maintains an approximate 5 minute average response time to emergency and urgent calls within the corporate limits.

2. Fire Protection

- A. On the operative date of annexation, the City of Kingsport will answer all calls for service for fire, disaster, hazardous materials, special rescue and medical first responder. The Kingsport Fire Department goes beyond the basic fire services required of a City Government.
- B. The City of Kingsport Fire Department is an Internationally Accredited Agency, one of only four in the State of Tennessee. We operate 8 fire stations, housing fire suppression, hazardous materials, rescue and other emergency equipment. Staffed by 106 full-time professional firefighters, 24 hours a day, 365 days a year to provide service. The City of Kingsport maintains a Class 2 insurance rating saving its residents the most possible on their insurance rates. Our response time average is approximately 4 minutes, 53 seconds after we receive the call from our dispatch center.
- C. Free fire safety inspections will be available upon request on the effective date of annexation. Water lines will be upgraded within five (5) years after the effective date of annexation to provide needed fire flow to protect the properties.
- D. All structures must be brought into compliance with the City-wide smoke detector ordinance within thirty (30) days of the effective date of annexation. This is strictly to provide residents with the best fire protection service available.
- E. The City of Kingsport Fire Department has a Hazardous Materials Response Team, which has state-of-the-art equipment to handle all calls of an emergency nature dealing with incidents relating to hazardous chemicals. The department also has a Technical Rescue Team that has specialized rescue capabilities and equipment for all types of hazards.
- F. The City of Kingsport Fire Department provides First Responder emergency medical services to all life-threatening medical emergencies resulting from serious illness or injury. We provide advanced life support (paramedics) for victims until ambulance service arrives for transport.

3. Water

- A. Water will be billed at in City rates rather than out of City rates, which will result in a reduction in water rates for annexed citizens already receiving City water. Those not currently receiving City water will be required to obtain a water-tap in order to obtain City water.
- B. The City of Kingsport Water Department operates and maintains a 28 MGD water filtration plant, 22 water storage tanks, 15 water booster station and over 750 miles of waterlines. The water treatment plant is staffed by state certified operators 24 hours a day, 365 days a year to provide safe drinking water to our customers.

- C. The City of Kingsport Water Department meets or exceeds water quality standards set forth by the State of Tennessee and the United States Environmental Protection Agency. The plant was the recipient of the 2005 Julian Fleming Award for Outstanding Water Treatment Plants.
- D. The Kingsport Water Treatment Plant has a capacity of 28 MGD and an average daily demand of 15 MGD leaving a surplus capacity of approximately 18 MGD for increased demand.
- E. The Water Distribution Division is managed with a professional staff who are members of key professional organizations such as: American Water Works Association, Tennessee Association of Utility Districts, National Society of Professional Engineers, American Society of Civil Engineers. Several key members of the staff also hold certificates and licenses in the operations of a distribution system in the State of Tennessee.

4. Electricity

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

5. Sanitary Sewer

- A. Gravity sewer is not available. The developer will be required to provide a lift station for their development and would be responsible for its maintenance.
- 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

- 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 adequately serves the annexation area.

10. Zoning Services

- A. The area will be split zoned using the approximate location of Rock Springs Branch as the dividing line. The portion of the property fronting Rock Springs Road will be zoned R-2 and the portion to the rear of Rock Springs Branch will be zoned R-1B.
- B. The Kingsport Regional Planning Commission is the comprehensive planning agency and administers zoning and land subdivision regulations for the City of Kingsport as provided in State law. The Kingsport Regional Planning Commission consists of nine (9) commissioners appointed by the Mayor of the City of Kingsport.
- C. The Kingsport Regional Planning Commission will exercise planning and zoning activities for the area being annexed upon the operative date of annexation.
- D. Appeals to the Zoning regulations are heard by the Board of Zoning Appeals and variances are granted if the request meets the criteria established for granting variances under Tennessee Code Annotated.

11. Schools

- A. Upon annexation, children currently attending County schools will be allowed to attend City of Kingsport schools or remain in County schools per the prevailing County policy at the time.
- B. Tuition paid by non-city residents now attending City schools will cease upon the effective date of annexation and those students may continue to attend City schools without charge until graduation.

- C. Children at all grade levels may attend City schools tuition-free. Transportation will be provided for students, whose homes are more than 1.5 miles from their designated school, beginning with the school year following annexation.

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

12. Traffic Control

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

13. Inspection Services

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

14. Animal Control

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

15. Storm Sewers

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

16. Leaf Removal

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

17. Litter Control

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

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 6th day of October 2015.

ATTEST:

JOHN CLARK, Mayor

JAMES H. DEMMING
City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

Kingsport Regional Planning Commission

Annexation Report

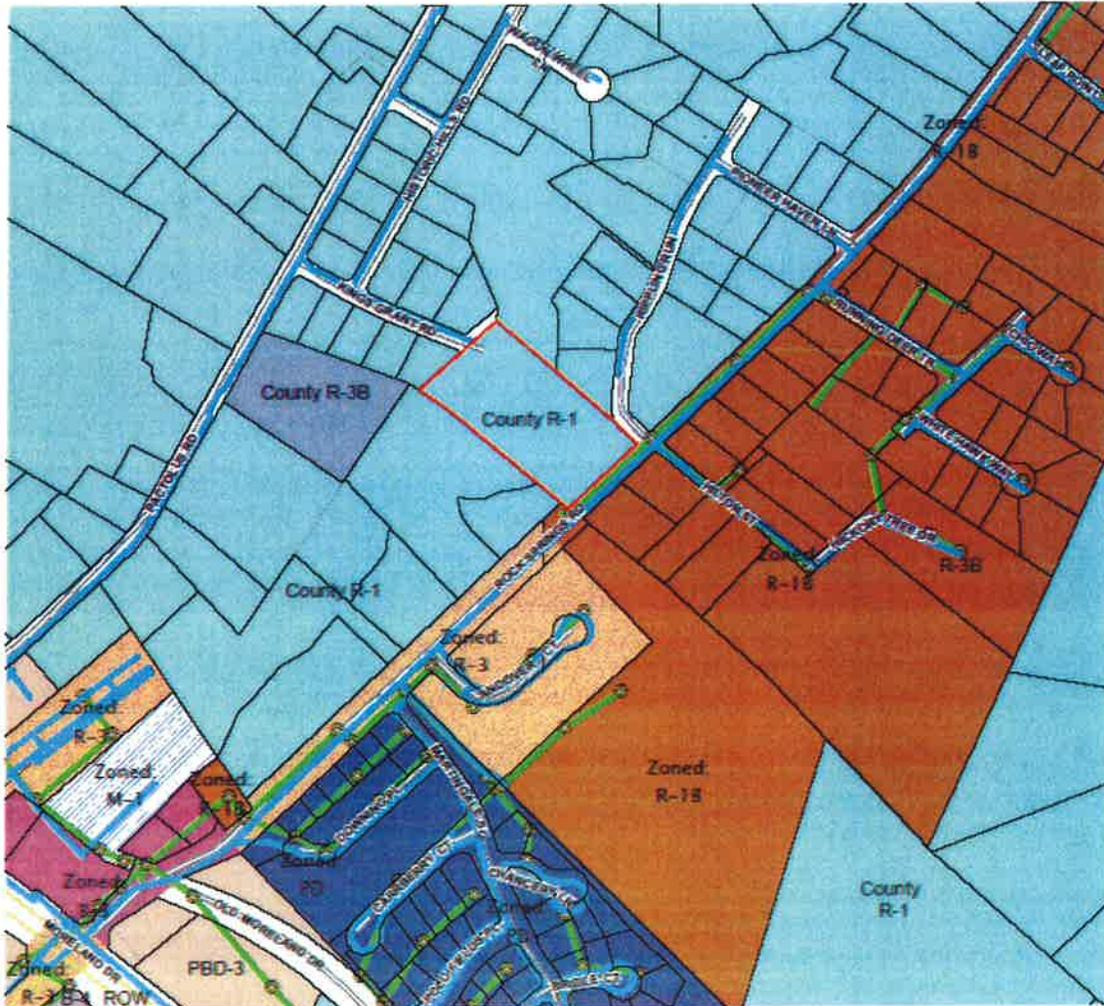
File Number 15-301-00004

Planner:	Corey Shepherd	Date:	August 27, 2015
Planning Commission Action		Meeting Date:	September 17, 2015
Approval:			
Denial:		Reason for Denial:	
Deferred:		Reason for Deferral:	

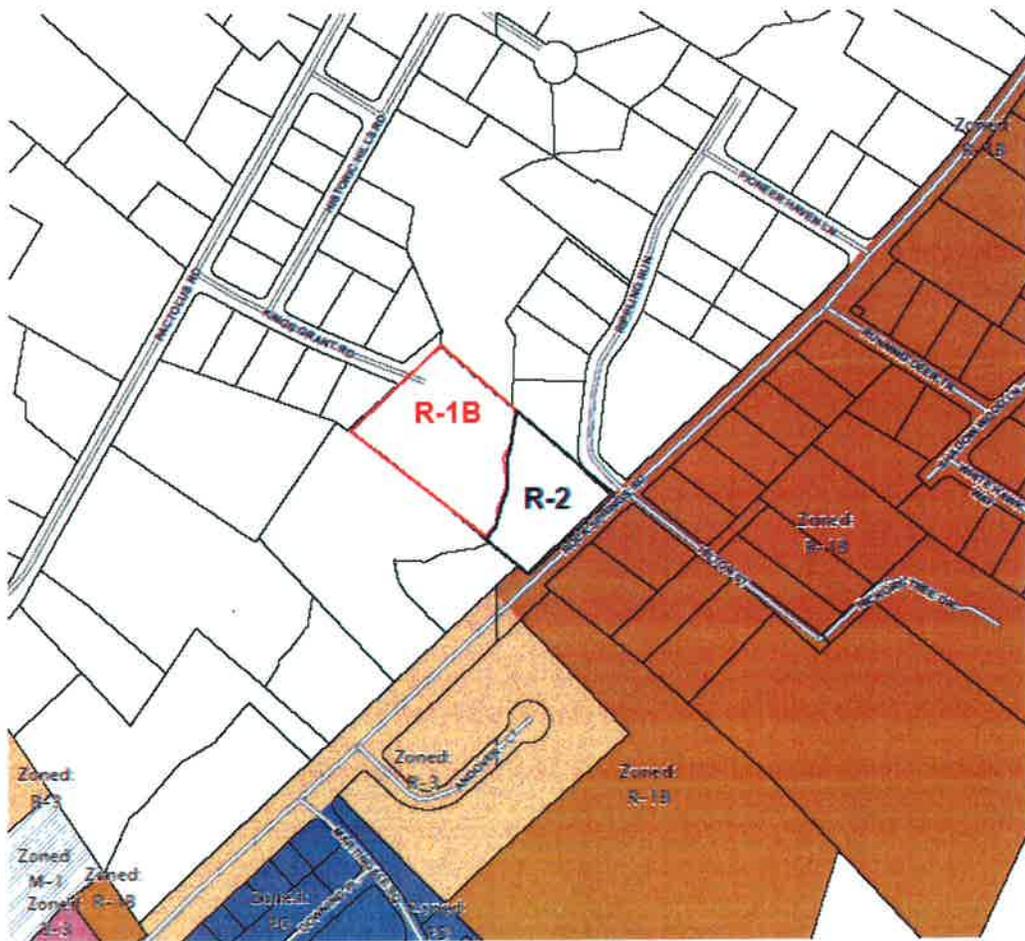
Area Map



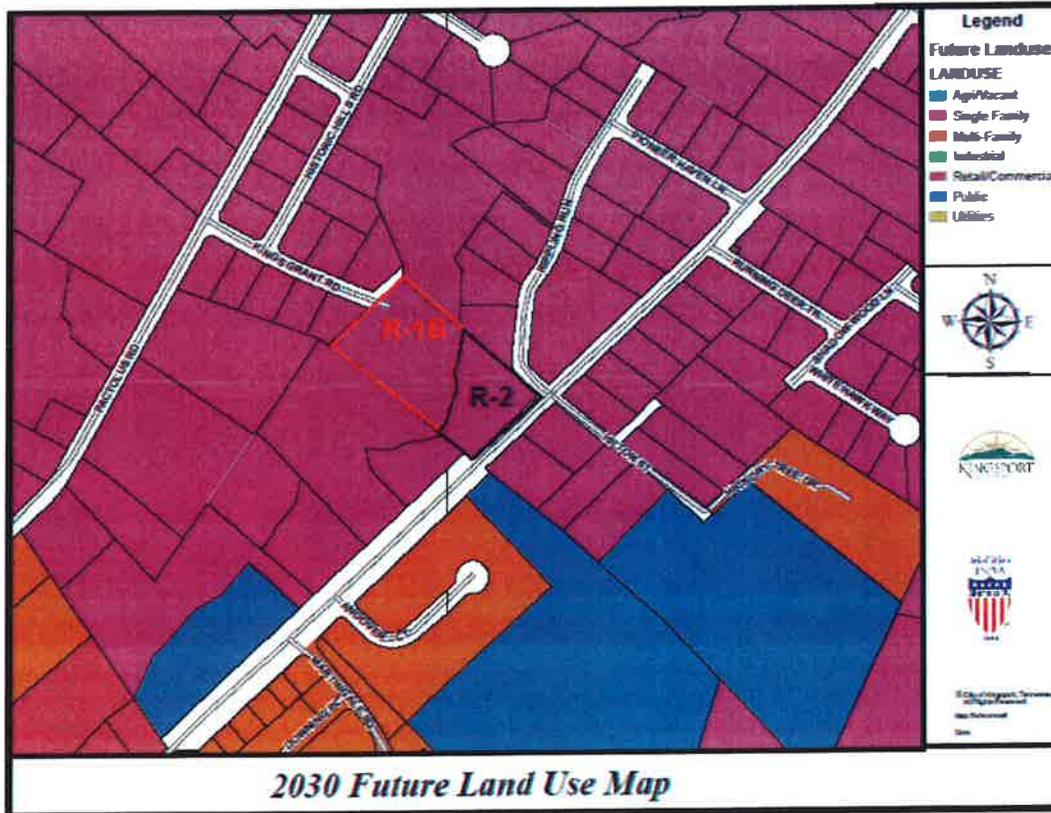
Current Zoning Map



Proposed Zoning Map



Future Land Use Plan



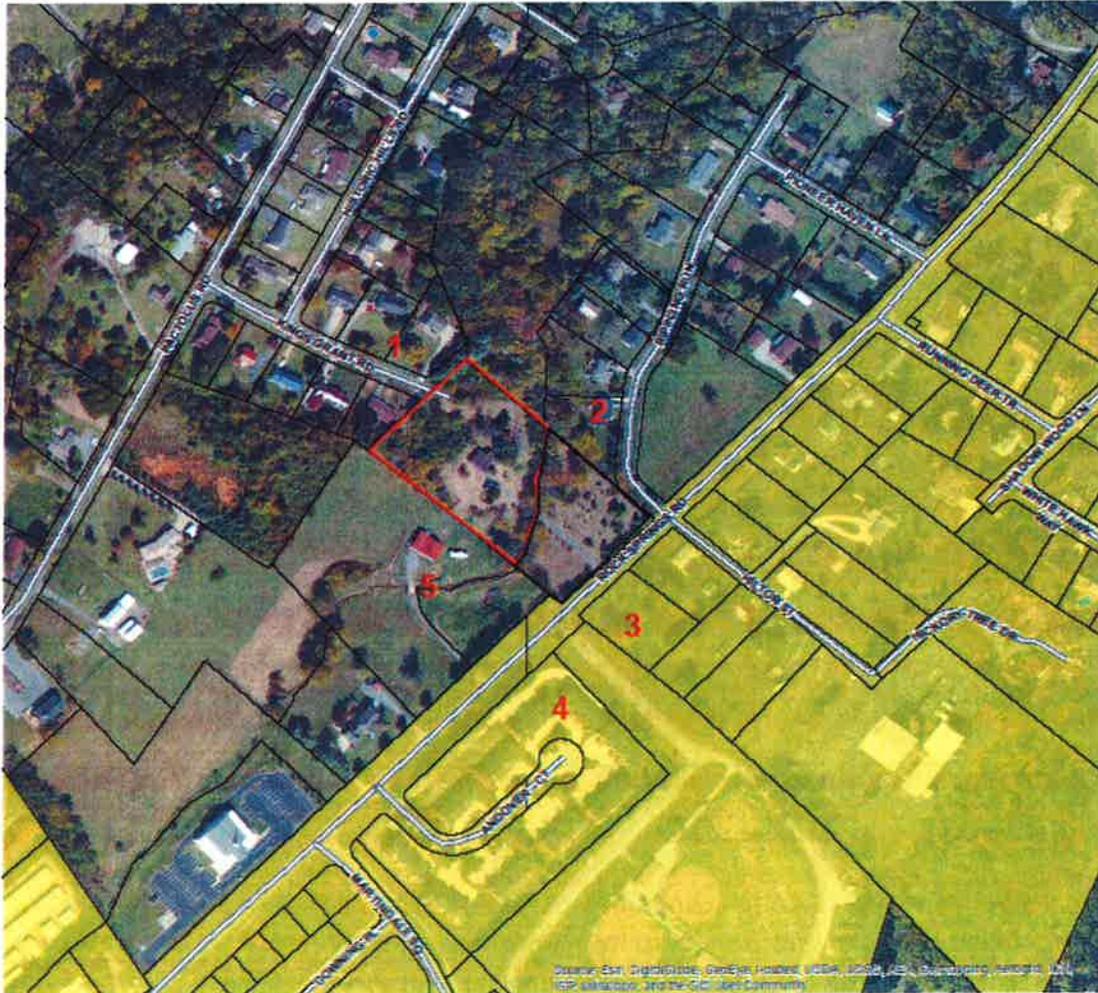
Cost

**O'Neill Annexation
Cost Estimate/ tax records as of 1 September
2015**

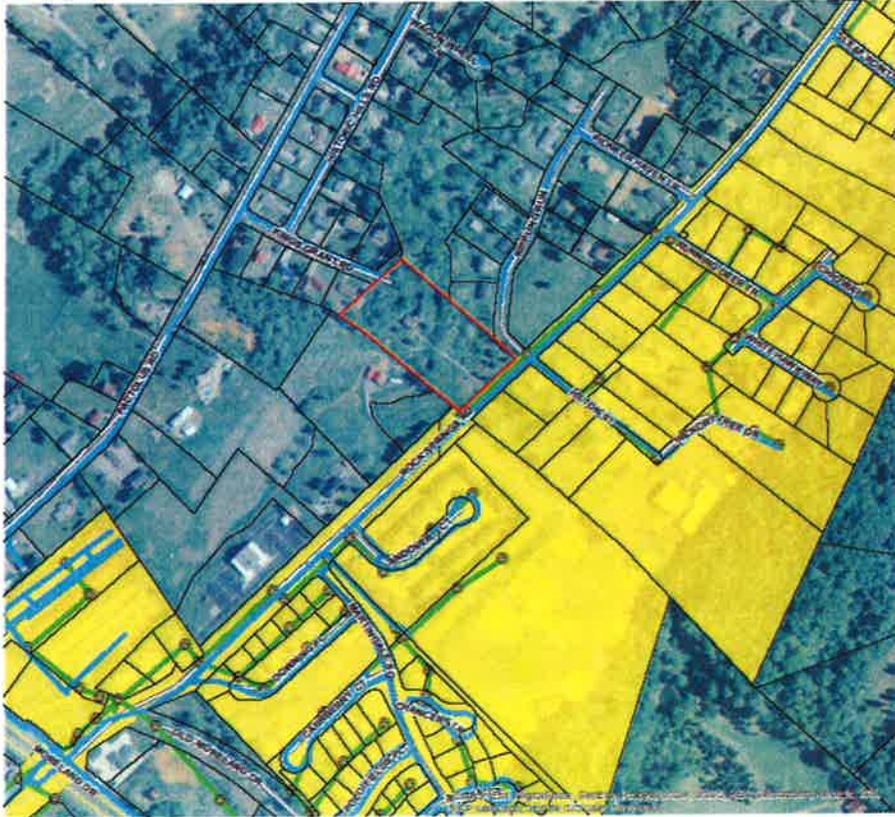
Revenues	One Time	Reoccurring (annual)	
Property Taxes	X	\$506.68	10 units at \$180K equates to \$9,540 in new taxes. \$112 for every person. Approximately 25 new residents would mean: \$2,800 new state shared revenues. future taps dependent upon on development.
State Shared	X	\$0.00	
Sewer Tap Fees	X	\$0.00	
Water & Sewer Rev (loss)	X	\$0.00	
Total	\$0.00	\$506.68	

Expenses	One Time	Reoccurring (annual)	
Operating Budget			
Police & Fire Service	0.00	0.00	minimal extra area
Transit Service	0.00	0.00	
Street Lighting	0.00	0.00	
Traffic Controls	0.00	0.00	
Streets & Sanitation	1,983	943.46	
Subtotal	1,983.00	943.46	
Capital Budget			
Water	2,500.00	0.00	installation of fire hydrant installation of sewer lateral
Sewer	0.00	0.00	
Streets	0.00	0.00	
Subtotal	2,500.00	0.00	
Grand Total	\$4,483.00	\$943.46	

Existing Surrounding Land Uses



Aerial Photo



From Rock Springs Rd.



From Rock Springs Rd.



From Kings Grant Rd.



From Kings Grant Rd.





ANNEXATION PETITION

PETITIONER INFORMATION:

Last Name O'Neill First Tim M.I. _____ Date 7/21/15
 Street Address 287 Riverview Drive Apartment/Unit # _____
 City Johnson City State TN ZIP 37601
 Phone 423-791-4012 E-mail Address orockcreek@aol.com

In Household and Ages:

PROPERTY INFORMATION:

Tax Map Information (if known) 092A Tax map: → Group: A Parcel: 021.00 Lot: _____
 Street Address 386 Rock Springs Road, Kingsport, TN Apartment/Unit # _____
 Current Use: A-1 37603

OTHER INFORMATION:

We are requesting annexation & rezoning by the city of Kingsport. We are interested in changing current zoning to allow multi-family use in keeping with the neighborhood standards. The units would be similar in appearance & price range to the development across the street.

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: [Handwritten Signature]

Date: 7 21 15

Signed before me on this 21 day of July, 2015,
 a notary public for the State of Tennessee
 County of Washington
 Notary Debra A. Chandler
 My Commission Expires June 27, 2018

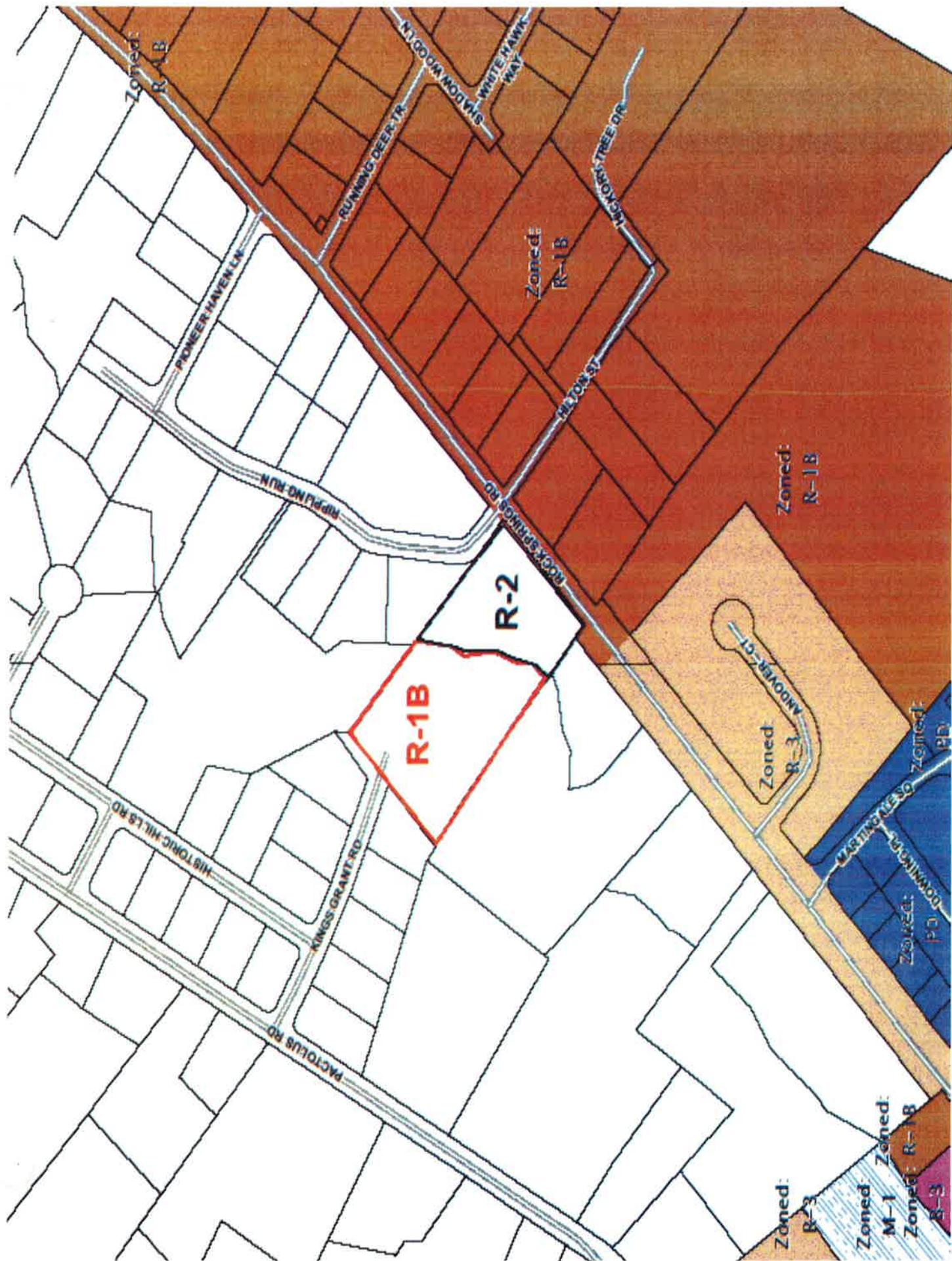


Kingsport Regional Planning Commission

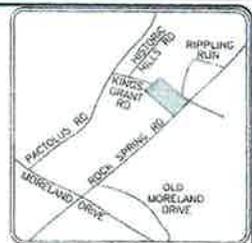
Annexation Report

File Number 15-301-00004

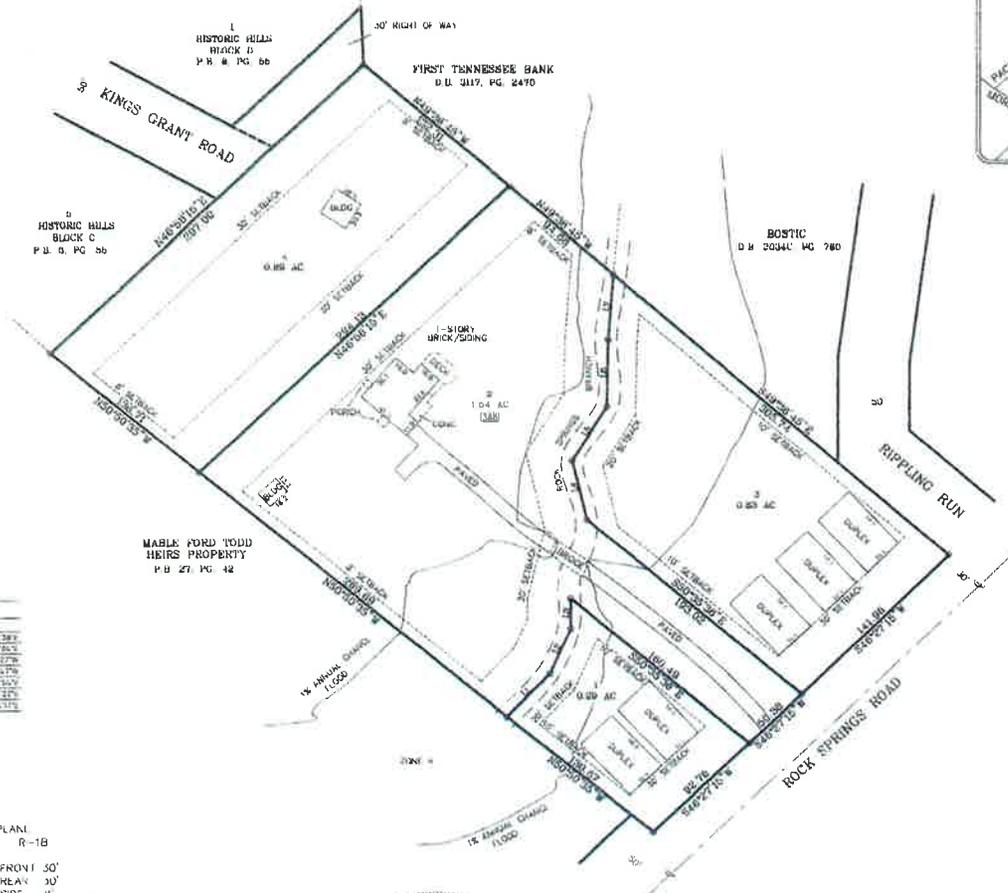
Staff recommends sending a **POSITIVE** recommendation to the Board of Mayor and Alderman for the annexation, zoning, and plan of services for the O'Neill annexation.



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 THIS MAP CANNOT BE USED FOR ANY OTHER
 PURPOSE THAN IS INTENDED ON THIS DATE



LOCATION MAP
N.T.S.



LINE	LENGTH	BEARING
1.1	45.13	N44°39'28"E
1.2	21.09	N61°35'25"E
1.3	7.44	N00°22'27"W
1.4	11.17	N87°26'45"W
1.5	25.82	N32°17'51"W
1.6	18.89	N0°13'21"E
1.7	44.12	N64°54'17"E

LEGEND
 AC ACRES
 CONC CONCRETE
 D.B. DEED BOOK
 P.B. PLAT BOOK
 PC PAGE
 BLDG BUILDING
 N.T.S. NOT TO SCALE
 911 ADDRESS
 C/C CENTERLINE

NOTES

- 1) NORTH BASED ON TENNESSEE STATE PLAN.
- 2) PROPERTY IS ZONED R-2
 SETBACKS
 FRONT 30' FRONT 50'
 REAR 20' REAR 30'
 SIDE 10' SIDE 5'
- 3) THIS IS TO CERTIFY THAT I HAVE CONSULTED THE FEDERAL FLOOD INSURANCE ADMINISTRATION BOUNDARY MAP 47163C02350 EFFECTIVE DATE SEPTEMBER 29, 2006 AND FOUND THAT THE ABOVE PROPERTY IS LOCATED IN A SPECIAL FLOOD HAZARD AREA AS SHOWN
- 4) JOB NO 14-05941
- 5) ACAD FILE 14-05941 O'NEILL.DWG
- 6) FIELD INFORMATION ELECTRONIC DATA COLLECTED
- 7) TAX MAP 92A "A" PARCEL 21
- 8) DEED REFERENCE D.B 140A PAGE 315

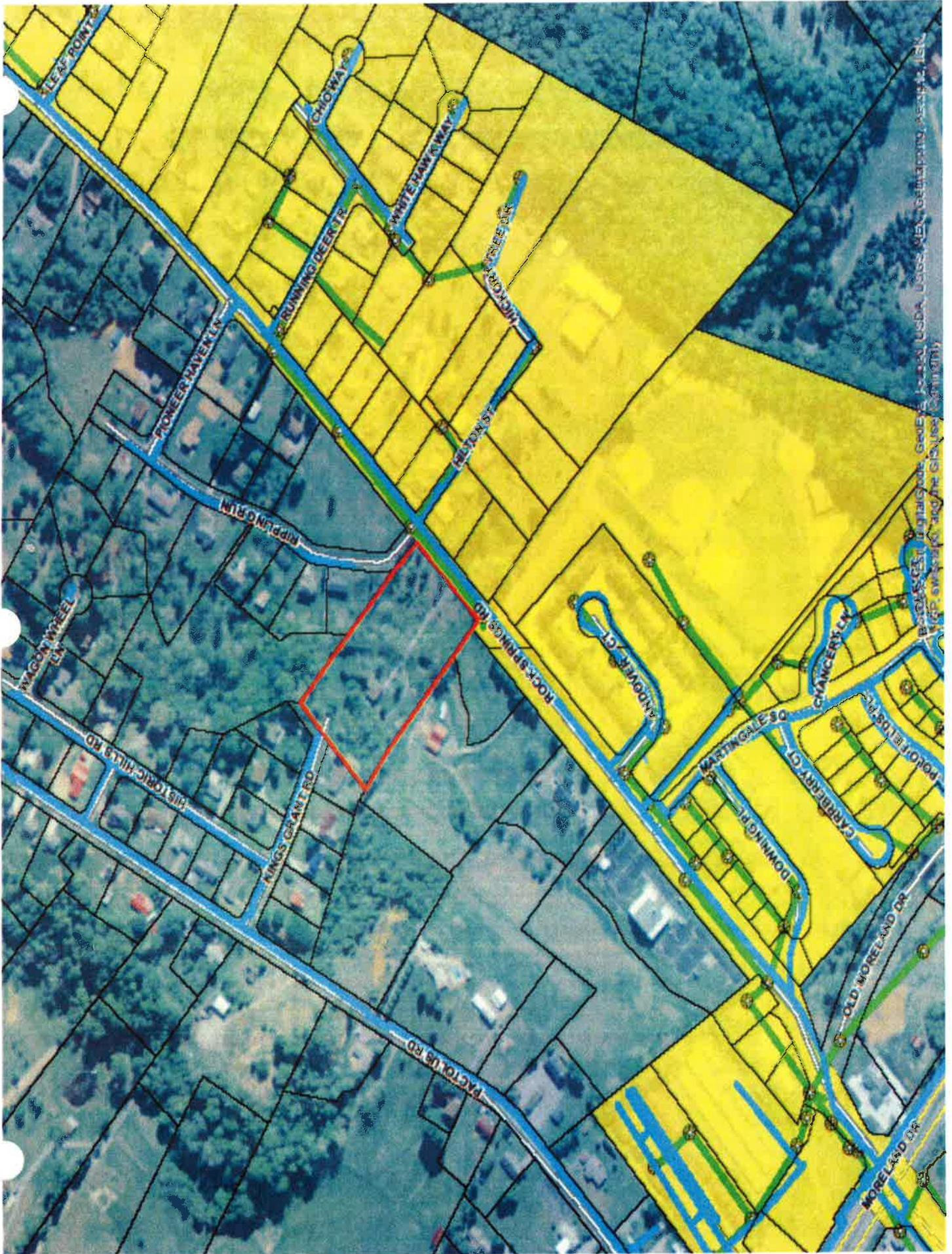
PRELIMINARY NOT FOR
 CONSTRUCTION RECORDING
 PURPOSES OR IMPLEMENTATION

ZONING DEVELOPMENT PLAN
 3.55 ACRES
 13TH CIVIL DISTRICT
 SULLIVAN COUNTY
 TENNESSEE
 DATE: SEPTEMBER 8, 2015
 SCALE: 1" = 50'



TIM O'NEILL
 SULLIVAN COUNTY, TENNESSEE

ALLEY & ASSOCIATES, INC
 1301 MARKET STREET, MEMPHIS, TENNESSEE 38103
 TEL: 901.522.1100 FAX: 901.522.1101
 E-MAIL: info@alleyandassociates.com



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AGENDA ACTION FORM

Apply and Receive Special Opportunity Grant from the Tennessee Arts Commission to Participate in the Americans for the Arts Economic Prosperity Study for Sullivan and Hawkins Counties and Appropriate Funding

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

Action Form No.: AF-245-2015
Work Session: October 5, 2015
First Reading: October 6, 2015

Final Adoption: October 20, 2015
Staff Work By: Bonnie Macdonald
Presentation By: Morris Baker

Recommendation:

Approve the Resolution and Ordinance.

Executive Summary:

The Tennessee Arts Commission will partner with Americans for the Arts to conduct the Arts and Economic Prosperity Study. The study documents the key roles played by nonprofit arts and culture organization and their audiences in strengthening the economy. The Tennessee Arts Commission is seeking 20 local partners and has asked the Kingsport Office of Cultural Arts to coordinate the study for Sullivan and Hawkins Counties. There is a grant available from the Tennessee Arts Commission to pay 100% of the \$4,250 fee.

Local partners receive a customize final report on the direct and indirect/induced economic impact of spending by the community's arts and culture organizations and their audiences including: the number of full-time equivalent jobs support by the industry, the amount of resident household income generated by the industry and the amount of local and state government revenue generated by the industry.

Attachments:

- 1. Resolution
- 2. Ordinance

Funding source appropriate and funds are available:

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A SPECIAL OPPORTUNITY GRANT FROM THE TENNESSEE ARTS COMMISSION FOR THE AMERICANS FOR THE ARTS ECONOMIC PROSPERITY STUDY

WHEREAS, the city, through the cultural arts division, would like to apply for a special opportunity grant through the Tennessee Arts Commission, for the Americans Arts Economic Prosperity Study for Sullivan and Hawkins Counties; and

WHEREAS, the maximum amount of the grant award is \$4,250.00; and

WHEREAS, a local match is not required;

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to apply for and receive grant funds from the Tennessee Arts Commission in the amount of \$4,250.00 for the Americans for the Arts Economic Prosperity Study for Sullivan and Hawkins Counties.

SECTION II. That the mayor is authorized to execute any and all documents including those necessary and proper to demonstrate the city's compliance with the grant requirements or its provisions necessary to effectuate the purpose of the grant or this resolution.

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

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

ADOPTED this the 6th day of October, 2015.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

**PRE-FILED
CITY RECORDER**

ORDINANCE NO. _____

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

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

SECTION I. That the General Fund Cultural Arts operating budget be amended by appropriating grant funds received from the Tennessee Arts Commission in the amount of \$4,250 to conduct the Arts and Economic Prosperity Study. There is not a local match required.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Fund 110: General Fund			
Revenues:			
110-0000-332-3200 TN. Arts Commission	\$ 4,390	\$ 4,250	\$ 4,250
Totals:	4,390	4,250	4,250
Expenditures:			
110-4512-471-2020 Professional Consultant	\$ 23,000	\$ 4,250	\$ 27,250
Totals:	23,000	4,250	27,250

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

JOHN CLARK, Mayor

ATTEST:

APPROVED AS TO FORM:

ANGIE MARSHALL
Deputy City Recorder

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____



AGENDA ACTION FORM

Appropriate the \$3,500 Library Services Technology Act Grant for the Library

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

Action Form No.: AF-258-2015
Work Session: October 5, 2015
First Reading: October 6, 2015

Final Adoption: October 20, 2015
Staff Work By: Helen Whittaker
Presentation By: Morris Baker

Recommendation:

Approve the Ordinance.

Executive Summary:

The library has received \$3,500 grant to replace 11 laptops that are 4 years old that are used for weekly computer instruction classes for the public and weekly job labs.

The City IT Department provided the match for the 11 laptops.

Attachment:

- 1. Ordinance

Funding source appropriate and funds are available: *js*

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

**PRE-FILED
CITY RECORDER**

ORDINANCE NO. _____

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

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

SECTION I. That the General Fund operating budget be amended by appropriating grant funds received from the Library Services Technology Act Grant in the amount of \$3,500 to purchase laptop computers. The grant requires a 50% match which will be provided by the Information Technology Department.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Fund 110: General Fund			
Revenues:			
110-0000-337-4101 LSTA Competitive Serv.Grant	\$ 0	\$ 3,500	\$ 3,500
Totals:	0	3,500	3,500
Expenditures:			
110-4540-474-9004 Equipment	\$ 0	\$ 3,500	\$ 3,500
Totals:	0	3,500	3,500

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

JOHN CLARK, Mayor

ATTEST:

APPROVED AS TO FORM:

ANGIE MARSHALL
Deputy City Recorder

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____



AGENDA ACTION FORM

Ordinance to Appropriate Funding from the Criminal Forfeiture Fund

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

Action Form No.: AF-247-2015
Work Session: October 5, 2015
First Reading: October 6, 2015
Final Adoption: October 20, 2015
Staff Work By: Major Bellamy
Presentation By: Chief Quillin

Recommendation:

Approve the Ordinance to appropriate funding in the amount of \$60,000.

Executive Summary:

The Criminal Forfeiture Fund was established for any revenue generated from the seizure of assets of a suspect where the criminal case was investigated by KPD utilizing federal authorities (i.e. DEA, FBI, IRS, etc). The equitable sharing is between the federal agency and the Kingsport Police Department based on the percentage of participation during the investigation. These funds can be used by a law enforcement agency for law enforcement purposes only. The proceeds from these assets are commonly used to fund police department expenditures which are not able to be budgeted during normal avenues. Distinct guidelines are established for expenditures by the Department of Justice. The total amount requested to accomplish these projects is \$60,000. All of the projects meet the established guidelines.

The varied projects outlined for the expenditures include the purchase of unmarked undercover vehicles utilized by the department's Vice Unit; Tasers for officers to complete the issuance of this tool to help control combative and resisting individuals; and the completion of the Law Enforcement Memorial which will be located at the Justice Center in the corner of Clay Street and Market Street.

Attachments:

- 1. Ordinance

Funding source appropriate and funds are available: 

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

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE CRIMINAL FORFEITURE FUND BUDGET FOR THE YEAR ENDING JUNE 30, 2016; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Criminal Forfeiture Fund budget be amended by appropriating funds in the amount of \$60,000 from the Forfeited Assets-Federal Reserve to the Criminal Forfeiture Fund operating budget to purchase unmarked undercover vehicles, Tasers, and to complete the Law Enforcement Memorial at the Justice Center.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
<u>Fund 126: Criminal Forfeiture Fund</u>			
<u>Revenues:</u>			
126-0000-392-0318 Forfeited Assets-Federal	0	60,000	60,000
<i>Totals:</i>	0	60,000	60,000
<u>Expenditures:</u>			
126-3021-442-9006 Purchases Over \$5,000	\$ 0	\$ 60,000	\$ 60,000
<i>Totals:</i>	0	60,000	60,000

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

JOHN CLARK, 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

Appropriate a \$20,000.28 Overtime Grant from the Governor's Highway Safety Office for Traffic Safety Enforcement

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

Action Form No.:	AF-265-2015	Final Adoption:	October 20, 2015
Work Session:	October 5, 2015	Staff Work By:	Captain Castle
First Reading:	October 6, 2015	Presentation By:	Chief Quillin

Recommendation:

Approve the Budget Ordinance.

Executive Summary:

On May 19, 2015, via Action Form 106, the Board of Mayor and Aldermen approved the Mayor executing any and all documents necessary to apply for and receive a Tennessee Department of Transportation/Governor's Highway Safety Office Traffic Safety Grant (TDOT/GHSO). We have been notified that we were approved for \$20,000.28 in grant funds for the upcoming State fiscal year. The grant will be utilized for traffic safety enforcement overtime.

There are no matching fund requirements.

Attachments:

- Budget Ordinance

Funding source appropriate and funds are available: *JF*

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

PRE-FILED CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE GENERAL PROJECTS - SPECIAL REVENUE FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM THE GOVERNOR'S HIGHWAY SAFETY GRANT FOR THE YEAR ENDING JUNE 30, 2016; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Projects – Special Revenue Fund budget be amended by appropriating grant funds received from the Governor’s Highway Safety Office to the Governor’s Highway Safety Grant Project (NC1602) in the amount of \$20,000 to be used for overtime for traffic safety and enforcement. This grant is administered through the Tennessee Department of Transportation for Traffic Law Enforcement Agency Services. This grant does not require matching funds.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Fund 111: Gen. Projects–Special Rev. Fund			
Governor’s Hwy Safety Grant (NC1602)			
Revenues:			
	\$	\$	\$
111-0000-332-9000 Dept of Transportation	0	20,000	20,000
Totals:	0	20,000	20,000
Expenditures:			
111-0000-601-1011 Overtime	0	13,750	13,750
111-0000-601-1020 Social Security	0	1,600	1,600
111-0000-601-1040 Retirement	0	4,000	4,000
111-0000-601-1050 Life Insurance	0	50	50
111-0000-601-1052 Long Term Disability	0	50	50
111-0000-601-1060 Workmen’s Comp	0	500	500
111-0000-601-1061 Unemployment Insurance	0	50	50
Totals:	0	20,000	20,000

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

JOHN CLARK, 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

Appropriate Funds for the Fleet Fund

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

Action Form No.: AF-266-2015
 Work Session: October 5, 2015
 First Reading: October 6, 2015

Final Adoption: October 20, 2015
 Staff Work By: Judy Smith/Steve Hightower
 Presentation By: Steve Hightower

Recommendation:

Approve the Ordinance.

Executive Summary:

This ordinance will appropriate \$76,500 from the Fleet Fund Balance to convert 19 vehicles to propane fuel. The propane kits are \$4,100 each.

The ordinance will also appropriate \$26,000 received from the TN Propane Gas Association to convert 6 vehicles making a total of 25 vehicles converted to propane fuel. The conversion will create a potential fuel cost savings of \$77,000.

Attachments:

- 1. Ordinance

Funding source appropriate and funds are available: *JF*

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

PRE-FILED
CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE FLEET FUND BUDGET BY APPROPRIATING FUNDS FROM FUND BALANCE AND BY APPROPRIATING FUNDS RECEIVED FROM THE TENNESSEE PROPANE GAS ASSOCIATION FOR THE YEAR ENDING JUNE 30, 2016; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Fleet Fund operating budget be amended by appropriating \$76,500 from the Fleet Fund Balance in the amount of \$76,500 and by appropriating \$26,000 received from the Tennessee Propane Gas Association to convert 25 vehicles to propane fuel.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Fund 611: Library Commission Fund			
Revenues:	\$	\$	\$
511-0000-364-2000 From Corporations	0	26,000	26,000
511-0000-392-0100 Fund Balance Appropriation	5,449,394	76,500	5,525,894
Totals:	5,449,394	102,500	5,551,894
Expenditures:	\$	\$	\$
511-5008-501-9004 Equipment	0	102,500	102,500
Totals:	0	102,500	102,500

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

JOHN CLARK, Mayor

ATTEST:

APPROVED AS TO FORM:

ANGIE MARSHALL
Deputy City Recorder

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____



AGENDA ACTION FORM

Amend Various Code Sections Pertaining to Code Enforcement Officers

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

Action Form No.: AF-262-2015
 Work Session: October 5, 2015
 First Reading: October 6, 2015
 Final Adoption: October 20, 2015
 Staff Work By: Curtis Montgomery
 Presentation By: Curtis Montgomery

Recommendation:

Approve ordinance amending the city code to require code enforcement officers to enforce codes found within job description.

Executive Summary:

This amendment is the result of the code enforcement officer's transition from the Police Department to a civilian designation. The authority held while being a police officer did not translate to a civilian position, an amendment to the code is required to allow for proper code enforcement without a badge. The amendment will add text to section 2-263, which will specifically allow the Department of Development Services to have a designated code enforcement officer. The additional amendment to sections 2-264 and 98-534, outlines the scope and authority in which the code enforcement officer will be allowed to function.

All changes may be found in red text.

Attachments:

- 1. Ordinance
- 2. Staff Report

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, SECTION 2-263, 2-264, AND 98-534 PROVIDING SCOPE OF DUTIES FOR CODE ENFORCEMENT OFFICERS IN THE DEPARTMENT OF DEVELOPMENT SERVICES AND BUILDING DEPARTMENT.

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

SECTION I. That Section 2-263 of the Code of Ordinances, City of Kingsport, Tennessee is amended by deleting and replacing the following to the section:

The appointment of special code enforcement officers by the city manager shall be limited to the following departments and individuals designated by job description within the respective departments:

- (1) Police department. The persons eligible by job description for appointment are parking control officers.
- (2) Fire department. The persons eligible by job description for appointment are fire inspectors, deputy chiefs and senior captains.
- (3) Animal control. The persons eligible by job description for appointment are animal control officers.
- (4) Department of public works. The persons eligible by job description for appointment are those individuals directly involved with activities subject to Code provisions, recommended by the public works director and appointed by the city manager, but not to exceed four persons in the department.
- (5) Bays Mountain Park. The person eligible by job description for appointment is the Bays Mountain Park Director.
- (6) Department of development services. The persons eligible by job description for appointment are code enforcement officers and/or coordinators.
- (7) Building department. The persons eligible by job description for appointment are those individuals directly involved with activities subject to Code provisions, recommended by the building official and appointed by the city manager, but not to exceed two persons in the department.

SECTION II. That Section 2-264 of the Code of Ordinances, City of Kingsport, Tennessee is amended by deleting and replacing the following to the section:

Special code enforcement officers appointed by the city manager shall be limited in the scope of their authority to the enforcement of specific sections of this Code pertaining directly to the individuals' respective job duties and responsibilities as enumerated in this section and no other. A special code enforcement officer shall be empowered only to issue a summons for a perceived ordinance violation. A special code enforcement officer shall not be authorized to carry a firearm. Special code enforcement officers shall be restricted by department to enforcement of specific sections of this Code as follows:

- (1) Police department. Special code enforcement officers assigned to the police department shall be specifically limited in the scope of their authority to the issuance of a summons for perceived violations of those sections of this Code pertaining to stopping, standing and parking.
- (2) Fire department. Special code enforcement officers in the fire department shall be specifically limited in the scope of their authority to the issuance of a summons for the

perceived violations of the fire prevention code, as adopted in section 42-46, and to the enforcement of division 3 of article IV of chapter 98, pertaining to fire lanes.

- (3) Animal control. Special code enforcement officers in animal control shall have the authority to issue citations for the perceived violations of chapter 14, pertaining to animals and fowl.
- (4) Department of public works. Special code enforcement officers in the department of public works shall be specifically limited in the scope of their authority to the issuance of summons for the perceived violations of chapter 86, regulating solid waste, and chapter 102, regulating public utilities.
- (5) Bays Mountain Park. Special code enforcement officers at Bays Mountain Park shall be specifically limited in the scope of their authority to the issuance of summons for the perceived violations of ordinances pertaining to trespassing, destruction of real or personal property and littering within Bays Mountain Park.
- (6) Department of development services. Special code enforcement officers in the department of development services shall be specifically limited in the scope of their authority to the issuance of summons for the perceived violations of ordinances pertaining to zoning, property maintenance, littering and nuisances.
- (7) Building department. Special code enforcement officers in the department of development services shall be specifically limited in the scope of their authority to the issuance of summons for the perceived violations of chapter 22.

SECTION III. That Section 98-534 of the Code of Ordinances, City of Kingsport, Tennessee is amended by deleting and replacing the following to the section:

Persons authorized to impound. When impoundment is authorized by this article, a vehicle may be impounded either by an officer or authorized agent of the police department or a contractor for towing or storage acting at the request of an officer or authorized agent of the police department. **However, if such violation falls within the code of property maintenance or Section 98-221, the authority of the aforementioned agents will be passed to the special code enforcement officer for the development services department to rectify the situation.**

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

JOHN CLARK
Mayor

ATTEST:

JAMES H. DEMMING
City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY
City Attorney

PASSED ON 1ST READING _____
PASSED ON 2ND READING _____

Introduction:

This code text amendment establishes a scope of duties that have been a long established practice for code enforcement officers within the building and development services departments.

The intent of providing a set scope of duties is to alleviate any constraints that may be placed upon other departments i.e. the police department and animal control.

Presentation:

Staff recommends the following changes in the form of an addition to (Sec. 2-263), (Sec. 2-264) and (Sec. 98-534) in the code text.

Sec. 2-263. – Departments affected.

The appointment of special code enforcement officers by the city manager shall be limited to the following departments and individuals designated by job description within the respective departments:

- (1) Police department. The persons eligible by job description for appointment are parking control officers.
- (2) Fire department. The persons eligible by job description for appointment are fire inspectors, deputy chiefs and senior captains.
- (3) Animal control. The persons eligible by job description for appointment are animal control officers.
- (4) Department of public works. The persons eligible by job description for appointment are those individuals directly involved with activities subject to Code provisions, recommended by the public works director and appointed by the city manager, but not to exceed four persons in the department.
- (5) Bays Mountain Park. The person eligible by job description for appointment is the Bays Mountain Park Director.
- (6) Department of development services. The persons eligible by job description for appointment are code enforcement officers and/coordinators.
- (7) Building department. The persons eligible by job description for appointment are those individuals directly involved with activities subject to Code provisions, recommended by the building official and appointed by the city manager, but not to exceed two persons in the department.

Sec. 2-264. – Limitation upon officers' authority; scope of duties and responsibilities

Special code enforcement officers appointed by the city manager shall be limited in the scope of their authority to the enforcement of specific sections of this Code pertaining directly to the individuals' respective job duties and responsibilities as enumerated in this section and no other. A special code enforcement officer shall be empowered only to issue a summons for a perceived ordinance violation. A special code enforcement officer shall not be authorized to carry a firearm. Special code enforcement officers shall be restricted by department to enforcement of specific sections of this Code as follows:

- (1) Police department. Special code enforcement officers assigned to the police department shall be specifically limited in the scope of their authority to the issuance of a summons for perceived violations of those sections of this Code pertaining to stopping, standing and parking.
- (2) Fire department. Special code enforcement officers in the fire department shall be specifically limited in the scope of their authority to the issuance of a summons for the perceived violations of the fire prevention code, as adopted in section 42-46, and to the enforcement of division 3 of article IV of chapter 98, pertaining to fire lanes.
- (3) Animal control. Special code enforcement officers in animal control shall have the authority to issue citations for the perceived violations of chapter 14, pertaining to animals and fowl.
- (4) Department of public works. Special code enforcement officers in the department of public works shall be specifically limited in the scope of their authority to the issuance of summons for the perceived violations of chapter 86, regulating solid waste, and chapter 102, regulating public utilities.
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- (6) Department of development services. Special code enforcement officers in the department of development services shall be specifically limited in the scope of their authority to the issuance of summons for the perceived violations of ordinances pertaining to property maintenance, littering and nuisances.
- (7) Building department. Special code enforcement officers in the department of development services shall be specifically limited in the scope of their authority to the issuance of summons for the perceived violations of chapter 22.

Sec. 98-534. – Persons authorized to impound

Persons authorized to impound. When impoundment is authorized by this article, a vehicle may be impounded either by an officer or authorized agent of the police department or a contractor for towing or storage acting at the request of an officer or authorized agent of the police department. However, if such violation falls within the code of property maintenance or Section 98-221, the authority of the aforementioned agents will be passed to the special code enforcement officer for the development services department to rectify the situation.

Scope of Job Description

Chapter 22: Buildings and Building Regulations

- § 527- Health hazards and nuisances
- § 550- Nuisance and definitions,
- § 558- Care of premises,
- § 653- Duty of owners, tenants or occupants;

Chapter 38: Environment

- § 23- Placement in receptacles to prevent scattering
- § 24- Sweeping into gutters; cleanliness of sidewalks,
- § 31- Occupied private property,
- § 32- Maintenance of property,
- § 34- Abandoned automobiles,
- § 35- Vacant lots;

Chapter 62: Offenses and Nuisances

- § 125- Offenses and nuisances definitions,
- § 126- Certain items declared nuisance, nonconclusive,
- § 128- Creating or causing nuisance prohibited;

Chapter 86: Solid Waste

- § 33- Solid waste brought into city,
- § 35- Residential yard waste,
- § 36- Brush, stumps, trees, limbs and leaves,
- § 37- Furniture, appliances and other household items,
- § 38- Hazardous materials, appliances and other household items,
- § 41- Construction waste;

Chapter 90: Streets, Sidewalks and Other Public Places

- § 47- Sweeping sidewalks in front of business establishments,
- § 49- Removal of snow, ice, sleet, mud from sidewalks, footways;

Chapter 98: Traffic and Vehicles

- § 215- Applicability,
- § 219- Parking Trucks and trailers,
- § 220- All-night parking on streets
- § 221- Parking for certain purposes prohibited,
- § 233- Restrictions on parking in city-owned parking facilities,
- § 534- Persons authorized to impound

Chapter 106: Vegetation

- § 50- Maximum permitted height,
- § 51- When excess growth is a nuisance,
- § 52- Growth encroaching on streets, alleys, sidewalks or public ways,
- § 53- Duty to cut or remove,
- § 54- Exceptions;

Chapter 114: Zoning

- § 529- Prohibited signs
- § 563(4)- General standards for parking in residential areas.

Special code enforcement officers in the department of development services shall be specifically limited in the scope of their authority to the issuance of summons for the perceived violations of the following International Property Code:

- § 302- Exterior property areas with the exclusion of §302(2),
- § 303- Swimming pools (maintenance and enclosures),
- § 304(3)- Premises identification,
- § 307- Rubbish and garbage.



AGENDA ACTION FORM

Amend Zoning of the Jefferson Gardens Property, Located Behind the Indian Springs Shopping Center

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

Action Form No.: AF-240-2015
 Work Session: September 14, 2015
 First Reading: September 15, 2015

Final Adoption: October 6, 2015
 Staff Work By: Ken Weems
 Presentation By: Ken Weems

Recommendation:

- ~~Hold public hearing.~~
- Approve ordinance amending the zoning ordinance to rezone parcel 39.50 and a portion of parcels 36.05 and 36.10 from B-3, Highway Oriented Business District to PD, Planned Development.

Executive Summary:

This is an owner-requested rezoning of approximately 23.44 acres located behind the Indian Springs Shopping Center from B-3 to PD. The purpose of the rezoning request is to permit development of 59 multi-family units and an assisted living facility. As of August 27, 2015, the Planning Department has received comment on the rezoning from 3 adjacent property owners. All adjacent property owner comments are supportive of the rezoning effort. During their August 2015 regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation for the rezoning to the Board of Mayor and Aldermen. The Notice of Public Hearing was published on August 31, 2015.

Attachments:

1. Request of Public Hearing
2. Zoning Ordinance
3. Staff Report

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



AGENDA ACTION FORM

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Executive Summary:

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George	—	—	—
McIntire	—	—	—
Mitchell	—	—	—
Olterman	—	—	—
Parham	—	—	—
Clark	—	—	—

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN to all citizens of the City of Kingsport, Tennessee, to all persons interested, and the public at large that the City of Kingsport Board of Mayor and Aldermen will conduct a Public Hearing during its regular business meeting on September 15, 2015 to consider the rezoning for parcel 39 and a portion of parcels 36.05 and 36.10 of tax map 48 located adjacent to Memorial Boulevard from B-3 District to PD District. The regular business meeting will begin at 7:00 p.m. in the large courtroom located on the second floor of City Hall, at 225 W. Center Street, Kingsport, Tennessee.

The property proposed for rezoning is generally described as follows:

Starting at an iron rod old in the westerly right-of-way of Memorial Boulevard (Highway 126), corner to Violet Hyatt property; thence along the common line with Hyatt property south $53^{\circ}11'37''$ west 257.00 feet to the Point of Beginning of the proposed Boundary of the Planned Development Zoning; thence with the common line with Hyatt property South $36^{\circ}48'23''$ east 423.30 feet to an iron rod old in the line of Nowlin property; thence with the line of Nowlin property South $39^{\circ}49'14''$ west 192.89 feet to an iron rod old, corner to Castleberry property; thence with line of Castleberry South $39^{\circ}12'25''$ west 72.09 feet to an iron rod old corner to Davis property; thence with the line of Davis South $34^{\circ}49'55''$ west 326.69 feet to an iron rod old corner to Zeigler property; thence with the line of Zeigler South $35^{\circ}59'30''$ west 297.05 feet to an iron rod old corner to Nunley property; thence with the line of Nunley North $36^{\circ}01'55''$ west 258.22 feet to an iron rod old; thence North $36^{\circ}02'09''$ west 363.18 feet to an iron rod old, corner to Bridwell property; thence with the line of Bridwell North $35^{\circ}24'21''$ west 510.08 feet to a planted stone; thence North $34^{\circ}39'48''$ west 302.44 feet to an iron rod old, corner to Leming property; thence with the line of Leming North $55^{\circ}13'24''$ east 214.34 feet to an iron rod old; thence North $50^{\circ}18'33''$ east 50.39 feet to an iron rod old; thence North $31^{\circ}16'46''$ west 72.62 feet to a point; thence with the new divisional line of the proposed PD zoning the following seven calls:
North $64^{\circ}48'28''$ east 374.37 feet to a point in the new southerly right-of-way of the proposed public road; thence
With a curve to the left having a delta of $27^{\circ}44'51''$, a radius of 280.00 feet, an arc length of 135.60 feet, a chord bearing of south $50^{\circ}01'47''$ east and a chord length of 134.28 feet to a point; thence
South $63^{\circ}54'13''$ east 120.00 feet to a point; thence
With a curve to the right having a delta of $31^{\circ}03'25''$, a radius of 220.00 feet, an arc length of 119.25 feet, a chord bearing of south $48^{\circ}22'31''$ east, and a chord length of 117.80 feet to a point; thence
South $32^{\circ}50'48''$ east 372.97 feet to a point; thence crossing said right-of-way
North $57^{\circ}09'12''$ east 60.00 feet to a point on the northerly said right-of-way line; thence leaving said right-of-way line
North $81^{\circ}05'44''$ east 42.92 feet to the Point of Beginning.
Proposed boundary containing 23.44 acres, more or less, and being a portion of the Kingsport Indian Springs LLC property recorded in Deed Book 3101 Page 1723 and Deed Book 3127

Page 876. The bearings of the preceding description are based on the TN State Plane with no scale factor applied.

All interested persons are invited to attend this meeting and public hearing. A detailed map and description is on file in the offices of the City Manager, Kingsport 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
PIT: 8/31/15

ORDINANCE NO. _____

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY ADJACENT TO MEMORIAL BOULEVARD FROM B-3, HIGHWAY ORIENTED BUSINESS DISTRICT TO PD, PLANNED DEVELOPMENT IN THE 7TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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 Memorial Boulevard from B-3, Highway Oriented Business District to PD, Planned Development in the 7th Civil District of Sullivan County; said area to be rezoned being further and more particularly described as follows:

Starting at an iron rod old in the westerly right-of-way of Memorial Boulevard (Highway 126), corner to Violet Hyatt property; thence along the common line with Hyatt property south 53°11'37" west 257.00 feet to the Point of Beginning of the proposed Boundary of the Planned Development Zoning; thence with the common line with Hyatt property

South 36°48'23" east 423.30 feet to an iron rod old in the line of Nowlin property; thence with the line of Nowlin property

South 39°49'14" west 192.89 feet to an iron rod old, corner to Castleberry property; thence with line of Castleberry

South 39°12'25" west 72.09 feet to an iron rod old corner to Davis property; thence with the line of Davis

South 34°49'55" west 326.69 feet to an iron rod old corner to Zeigler property; thence with the line of Zeigler

South 35°59'30" west 297.05 feet to an iron rod old corner to Nunley property; thence with the line of Nunley

North 36°01'55" west 258.22 feet to an iron rod old; thence

North 36°02'09" west 363.18 feet to an iron rod old, corner to Bridwell property; thence with the line of Bridwell

North 35°24'21" west 510.08 feet to a planted stone; thence

North 34°39'48" west 302.44 feet to an iron rod old, corner to Leming property; thence with the line of Leming

North 55°13'24" east 214.34 feet to an iron rod old; thence

North 50°18'33" east 50.39 feet to an iron rod old; thence

North 31°16'46" west 72.62 feet to a point; thence with the new divisional line of the proposed PD zoning the following seven calls:

North 64°48'28" east 374.37 feet to a point in the new southerly right-of-way of the proposed public road; thence

With a curve to the left having a delta of 27°44'51", a radius of 280.00 feet, an arc length of 135.60 feet, a chord bearing of south 50°01'47" east and a chord length of 134.28 feet to a point; thence

South 63°54'13" east 120.00 feet to a point; thence

With a curve to the right having a delta of 31°03'25", a radius of 220.00 feet, an arc length of 119.25 feet, a chord bearing of south 48°22'31" east, and a chord length of 117.80 feet to a point; thence

South 32°50'48" east 372.97 feet to a point; thence crossing said right-of-way

North 57°09'12" east 60.00 feet to a point on the northerly said right-of-way line; thence leaving said right-of-way line

North 81°05'44" east 42.92 feet to the Point of Beginning.

Proposed boundary containing 23.44 acres, more or less, and being a portion of the Kingsport Indian Springs LLC property recorded in Deed Book 3101 Page 1723 and Deed Book 3127 Page 876. The bearings of the preceding description are based on the TN State Plane with no scale factor applied.

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

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

JOHN CLARK
Mayor

ATTEST:

JAMES H. DEMMING

City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY
City Attorney

PASSED ON 1ST READING _____
PASSED ON 2ND READING _____

PROPERTY INFORMATION

ADDRESS	Memorial Boulevard, Kingsport, TN 37664
DISTRICT	7
OVERLAY DISTRICT	n/a
EXISTING ZONING	B-3 (Highway Oriented Business District)
PROPOSED ZONING	PD (Planned Development District)
ACRES	23.44 +/-
EXISTING USE	vacant land
PROPOSED USE	development of 59 multi-family units and an assisted living facility

PETITIONER

ADDRESS 1 Potters Lane, Savannah GA 31411

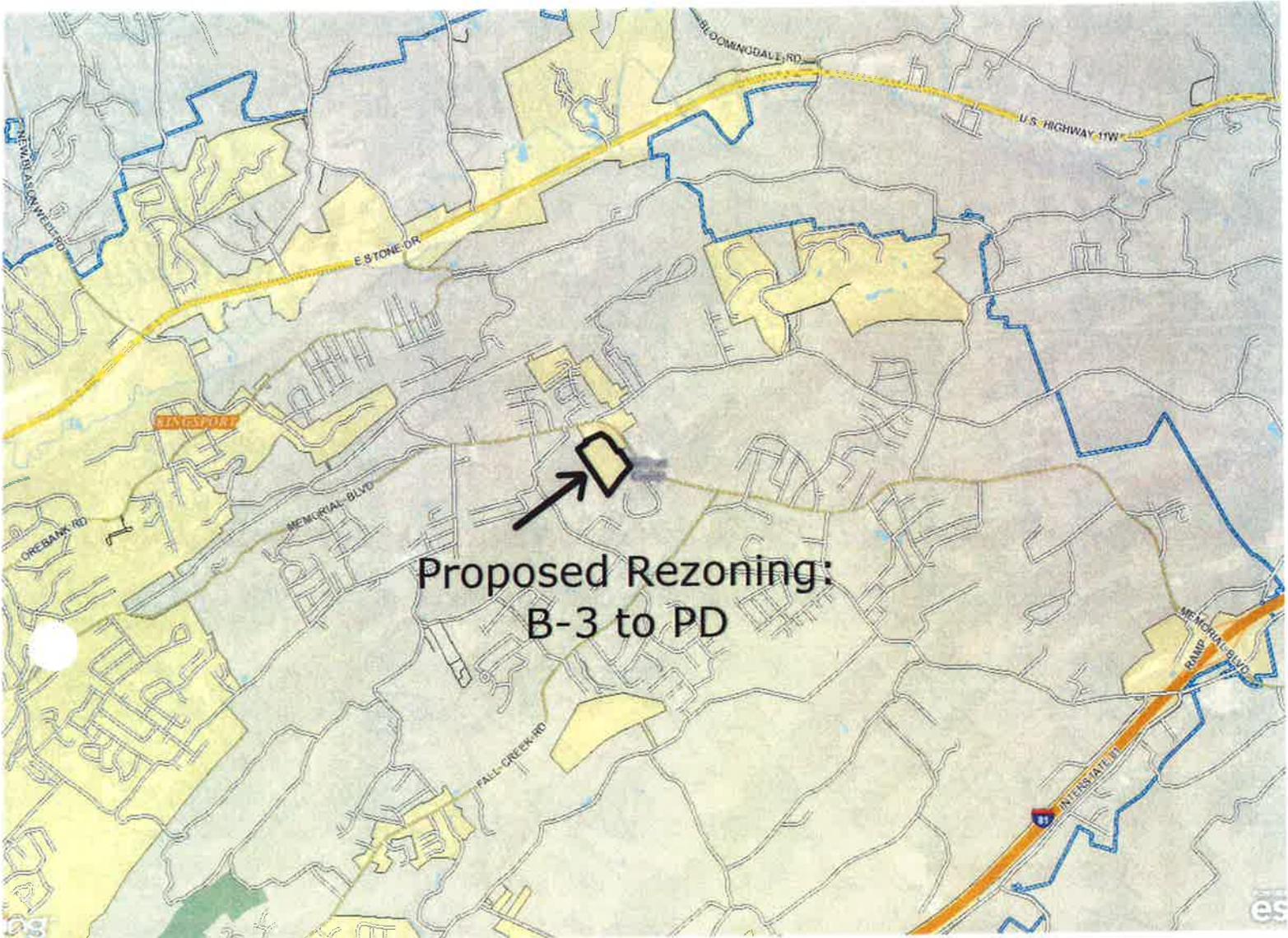
REPRESENTATIVE

PHONE (912) 308-1856

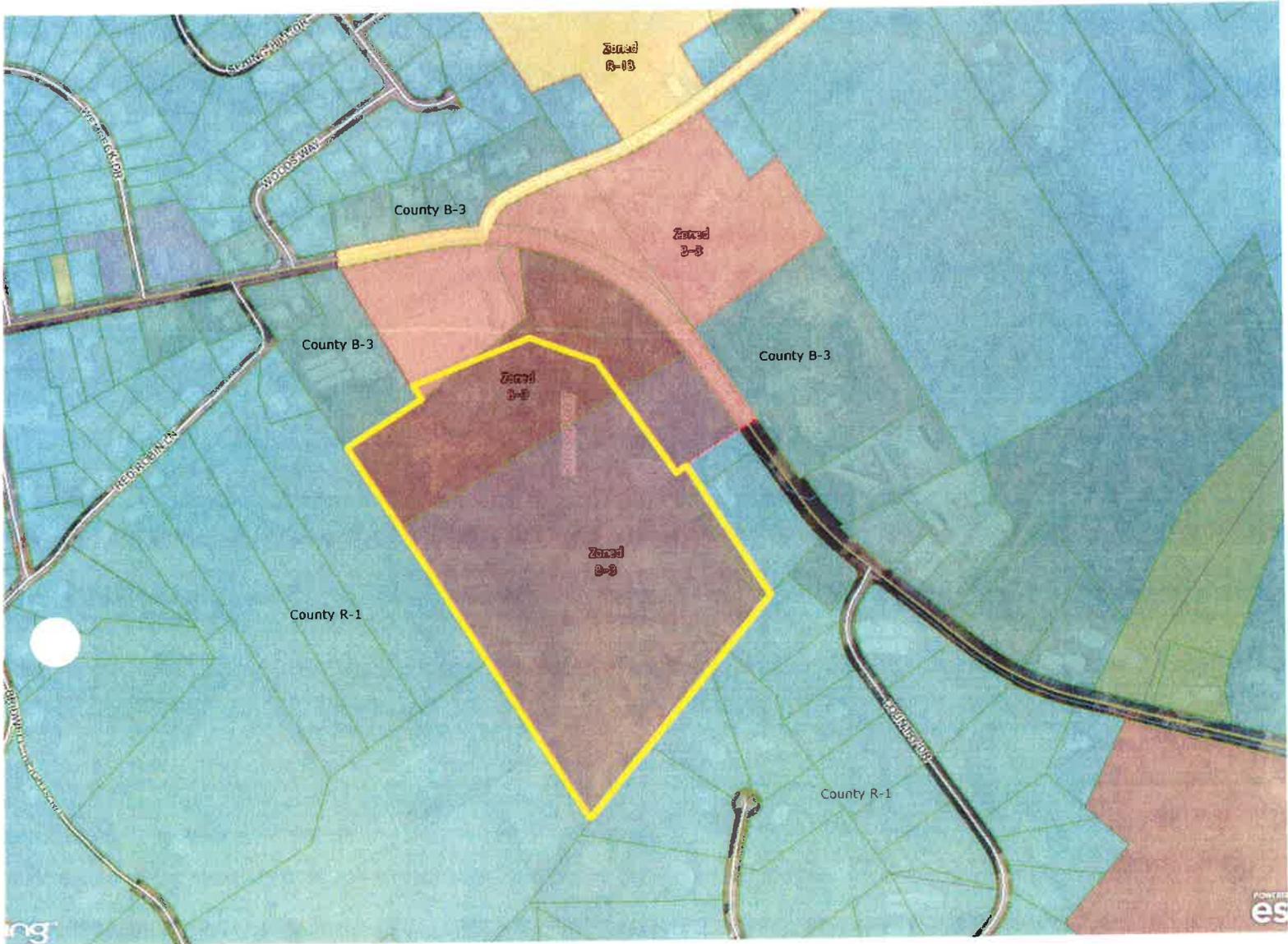
INTENT

To rezone from B-3 (Highway Oriented Business) to PD (Planned Development) to accommodate the development of 59 multi-family units (primarily duplexes) and an assisted living facility.

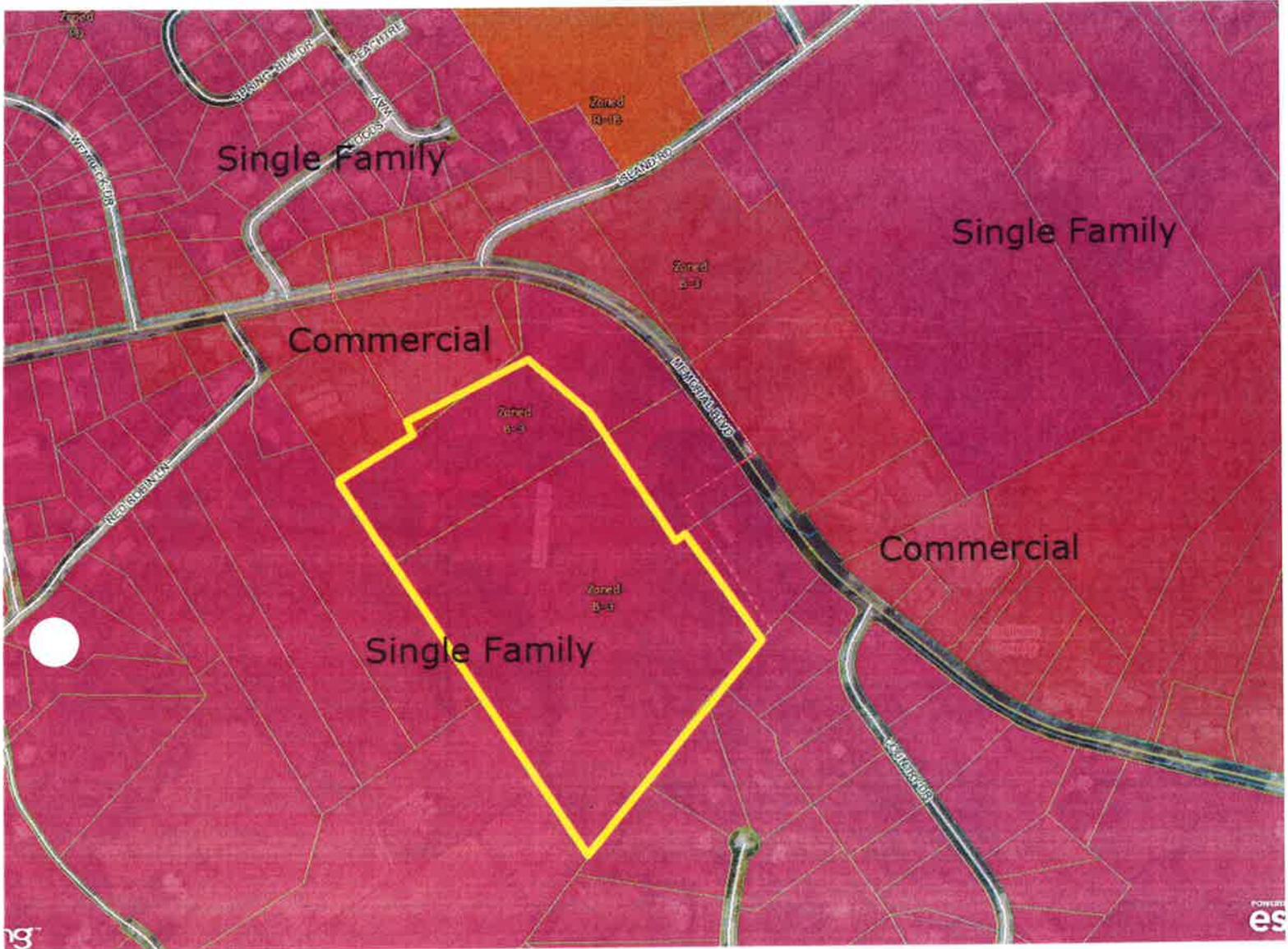
Vicinity Map



Surrounding Zoning Map



Future Land Use Plan 2030



Aerial



South View (toward rezoning area taken from behind Dollar General Market)



East View



North West View (toward Memorial Boulevard)



Kingsport Regional Planning Commission

Rezoning Report

File Number 15-101-00003

Location	Parcel / Zoning Petition	Zoning / Name	History Zoning Action Variance Action
North, East, Northwest	1	<u>Zone: City B-3</u> Use: Existing Dollar General Market and CVS	Annexed in 2007 as part of the Old Island Annexation
Further North and Northwest	2	<u>Zone: County R-1</u> Use: Single Family	n/a
East	3	<u>Zone: County B-3</u> Use: vacant land	n/a
Further East	4	<u>Zone: County B-3</u> Use: auto repair and cabinet shop	n/a
Southeast and South	5	<u>Zone: County R-1</u> Use: Single Family	n/a
Further South	6	<u>Zone: County R-1</u> Use: Single Family	n/a
West	7	<u>Zone: County R-1</u> Use: Vacant land	n/a

EXISTING USES LOCATION MAP



Kingsport Regional Planning Commission

Rezoning Report

File Number 15-101-00003

Site Plan

In accordance with the PD zoning code regulations, a PD zone may be established prior to submission of development plans by a property owner. Please note that prior to development, both preliminary and final PD plans must be approved by the Planning Commission.

A conceptual site plan is provided below:



Prepared by Kingsport Planning Department for the Kingsport Regional Planning Commission Meeting on August 20, 2015

BWSC
BANKS, WALKER, SUMNER & CANNON, INC.

PRELIMINARY ZONING AND DEVELOPMENT PLAN
KINGSPORT TENNESSEE
JEFFERSON GARDENS

Sht. 1

Developer statement and potential elevation examples provided by the developer:

Jefferson Gardens Development

The style will be alternative arts and crafts with clapboards and brick accents. The target market is for those who want a well built and aesthetically pleasing symbiotic community. While the footprints on the site plan are consistent there will be a mix of appearances which complement their neighbors while representing the desires of the homeowners.

We plan on owning the property for the long term and we intend on completing the infrastructure, roads and amenities in one phase.





Standards of Review

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

- 1. Whether or not the proposal will permit a use that is suitable in view of the use and development of adjacent and nearby Property?** The proposal will permit a more appropriate abutting land use for properties to the south and west. The assisted living and duplex housing will serve as a buffer between the abutting county uses and Memorial Boulevard.
- 2. Whether or not the proposal will adversely affect the existing use or usability of adjacent or nearby property?** The adjacent and nearby property will not be adversely affected by the proposal. The proposal will provide a more suitable abutting land use for adjacent property as opposed to the development that would be permitted in the existing B-3 zone.

3. **Whether the property to be affected by the proposal has a reasonable economic use as currently zoned?** The property has a reasonable economic use as currently zoned. There is also a reasonable economic use for the proposed zone.
4. **Whether the proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools?** The proposal will not cause a burdensome use of existing streets, transportation facilities, or schools.
5. **Whether the proposal is in conformity with the policies and intent of the land use plan?**

Proposed use: The use of the rezoning site as development of 59 duplex units and an assisted living facility will better compliment the land use plan as opposed to the current B-3 zone.

The Future Land Use Plan Map recommends Single-family use

6. **Whether there are other existing or changed conditions affecting the use and development of the property which gives supporting grounds for either approval or disapproval of the proposal?** The existing conditions support approval of the proposed rezoning.
7. **Whether the zoning proposal will permit a use which can be considered environmentally adverse to the natural resources, environment and citizens of the City of Kingsport?** There are no adverse uses proposed.
8. **Whether the change will create an isolated district unrelated to similar districts:** The proposed PD zone will be an appropriate residential zone that is related to adjacent County R-1 zones.
9. **Whether the present district boundaries are illogically drawn in relation to existing conditions?** Present district boundaries allow City commercial zoning to abut County single family zoning and uses. The proposed PD zone will provide for a more logically drawn boundary.
10. **Whether the change will constitute a grant of special privilege to an individual as contrasted to the general welfare?** The change will not allow a special privilege to an individual as contrasted to the general welfare.

CONCLUSION

Staff recommends APPROVAL to rezone from B-3 to PD. This down-zoning is consistent with both on-site conditions and will provide a proper transition from surrounding county single family districts to the commercial zones along Memorial Boulevard.



AGENDA ACTION FORM

Budget Cleanup Ordinance for FY16

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

Action Form No.: AF-256-2015
 Work Session: September 14, 2015
 First Reading: September 15, 2015

Final Adoption: October 6, 2015
 Staff Work By: Judy Smith
 Presentation By: Jeff Fleming

Recommendation:

Approve the Ordinance.

Executive Summary:

The ordinance will transfer funds from the General Fund to the Veteran's Memorial in the amount of \$53,310 and it will also transfer \$56,080 to the Public Works Cartegraph project. The Public Works Equipment project (GP1407) and the Solid Waste Equipment project (DL1501) will be closed.

Attachments:

- 1. Ordinance

Funding source appropriate and funds are available: *js*

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



AGENDA ACTION FORM

Budget Cleanup Ordinance for FY16

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

Action Form No.: AF-256-2015
Work Session: September 14, 2015
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Staff Work By: Judy Smith
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Recommendation:
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1. Ordinance

Funding source appropriate and funds are available: 

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George	—	—	—
McIntire	—	—	—
Mitchell	—	—	—
Olterman	—	—	—
Parham	—	—	—
Clark	—	—	—

ORDINANCE NO. _____

AN ORDINANCE TO AMEND VARIOUS PROJECTS FOR
THE YEAR ENDING JUNE 30, 2016; AND TO FIX THE
EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Project-Special Revenue Fund budget be amended by transferring \$56,080 from the Street Resurfacing project (NC1600) to the Public Works Cartegraph project (NC1607 and that the General Project Fund budget be amended by transferring \$35,932 from the Public Works Equipment project (GP1407) and \$20,148 from the Solid Waste Equipment project (DL1501) to the Street Resurfacing project (GP1606); by transferring \$53,310 from the General Fund to the Veterans Memorial project (GP1540) and by appropriating \$3,829 to the Softball Baseball project Complex project (GP1409).

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
<u>Fund 111: General Project Special Rev. Fund</u>			
<u>Street Resurfacing (NC1600)</u>			
<u>Revenues:</u>			
111-0000-391-0100 From General Fund	\$ 768,000	\$ (56,080)	\$ 711,920
Totals:	768,000	(56,080)	711,920
<u>Expenditures:</u>			
111-0000-601-2022 Construction Contracts	\$ 768,000	\$ (123,507)	\$ 644,493
111-0000-601-2023 Arch/Eng/Landscaping	0	67,427	67,427
Totals:	768,000	(56,080)	711,920
<u>Fund 311: General Project Fund</u>			
<u>Public Works Equipment (GP1407)</u>			
<u>Revenues:</u>			
311-0000-368-1046 Series 2013B GO Pub Imp	\$ 145,000	\$ (28,733)	\$ 116,267
311-0000-368-2101 Bond Premium	0	(7,199)	(7,199)
Totals:	145,000	(35,932)	109,068
<u>Expenditures:</u>			
311-0000-601-4041 Bond Expense	\$ 0	\$ 1,706	\$ 1,706
311-0000-601-9006 Purchases Over \$5,000	145,000	(37,638)	107,362
Totals:	145,000	(35,932)	109,068

Fund 455: Solid Waste Project Fund
Solid Waste Equipment (DL1501)

Revenues:

	\$	\$	\$
455-0000-391-0527 Series 2012C GO Pub Imp	223	0	223
455-0000-391-0529 Series 2013B GO Pub Imp	14,634	0	14,634
455-0000-391-0530 Series 2014A GO	100,000	(20,148)	79,852
Totals:	114,857	(20,148)	94,709

Expenditures:

	\$	\$	\$
111-0000-601-9006 Purchases Over \$5,000	114,857	(20,148)	94,709
Totals:	114,857	(20,148)	94,709

Fund 311: General Project Fund
Street Resurfacing (GP1606)

Revenues:

	\$	\$	\$
311-0000-368-1046 Series 2013B GO Pub Imp	0	28,733	28,733
311-0000-391-0530 Series 2014A GO	0	20,148	20,148
311-0000-368-2101 Bond Premium	0	7,199	7,199
Totals:	0	56,080	56,080

Expenditures:

311-0000-601-2022 Construction Contracts	0	56,080	56,080
Totals:	0	56,080	56,080

Fund 311: General Project Fund
Public Works Cartegraph (GP1607)

Revenues:

	\$	\$	\$
311-0000-391-0100 From General Fund	0	56,080	56,080
Totals:	0	56,080	56,080

Expenditures:

311-0000-601-9004 Equipment	0	21,080	21,080
311-0000-601-9006 Purchases Over \$5,000	0	35,000	35,000
Totals:	0	56,080	56,080

Fund 110: General Fund

Expenditures:

	\$	\$	\$
110-4874-481-7421 E.Stone Commons TIF	199,300	(53,310)	145,990
110-4804-481-7036 To General Proj. Fund	29,998	53,310	83,308
Totals:	229,298	0	229,298

**Fund 311: General Project/Special Rev. Fund
Veterans Memorial (GP1540)**

Revenues:	\$	\$	\$
311-0000-364-1000 From Individuals	34,859	0	34,859
311-0000-364-2000 From Corporations	10,000	0	10,000
311-0000-364-3000 From Non-Profits	183,315	0	183,315
311-0000-368-1047 Series 2014 A GO Bonds	75,000	0	75,000
311-0000-391-0100 From General Fund	26,490	53,310	79,800
311-0000-391-6900 From Visitor's Enhancement	3,510	0	3,510
Totals:	333,174	53,310	386,484

Expenditures:	\$	\$	\$
311-0000-601-2022 Construction Contracts	277,674	57,935	335,609
311-0000-601-2023 Arch/Eng/Landscaping	50,000	(4,625)	45,375
311-0000-601-2075 Temporary Employees	5,000	0	5,000
311-0000-601-3022 Maintenance Supplies	500	0	500
Totals:	333,174	53,310	386,484

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

Revenues:	\$	\$	\$
311-0000-334-5020 Other Agencies/IDBK	0	3,829	3,829
311-0000-368-1046 Series 2013B GO Pub Imp	2,721,899	0	2,721,899
311-0000-368-1047 Series 2014A GO Bonds	3,591,008	0	3,591,008
311-0000-368-2101 Bond Premium	561,986	0	561,986
Totals:	6,874,893	3,829	6,878,722

Expenditures:	\$	\$	\$
311-0000-601-2020 Professional Consultant	14,600	0	14,600
311-0000-601-2022 Construction Contracts	183,786	0	183,786
311-0000-601-2023 Arch/Eng/Landscaping	97,945	3,829	101,774
311-0000-601-2095 Public Art Contracts	35,000	0	35,000
311-0000-601-4041 Bond Expense	84,002	0	84,002
311-0000-601-9001 Land	2,500	0	2,500
311-0000-601-9003 Improvements	6,457,060	0	6,457,060
Totals:	6,874,893	3,829	6,878,722

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

JOHN CLARK, Mayor

ATTEST:

APPROVED AS TO FORM:

JAMES H. DEMMING, City Recorder

J. MICHAEL BILLINGSLEY, City Attorney

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



Abandonment of Waterline Easement Across Property

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

Action Form No.: AF-250-2015
Work Session: September 14, 2015
First Reading: September 15, 2015

Final Adoption: October 6, 2015
Staff Work By: C. Austin
Presentation By: Ryan McReynolds

Recommendation:

Approve the Ordinance.

Executive Summary:

Earlier this year construction began on a grocery store located at 700 Lynn Garden Dr. During the planning process it was determined that a public waterline was located on an easement through the property. In order to construct the new building the property, was graded below the existing waterline. The developer relocated the waterline into the ROW along Tranbarger Dr. There is now no waterline along this easement and the property owner is requesting that the easement be abandoned.

Attached you will find a map and description of the easement. We no longer need this easement and request that it be abandoned.

Attachments:

1. Ordinance
2. Property Sketch
3. Easement Description

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



Abandonment of Waterline Easement Across Property

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

Action Form No.: AF-250-2015
Work Session: September 14, 2015
First Reading: September 15, 2015

Final Adoption: October 6, 2015
Staff Work By: C. Austin
Presentation By: Ryan McReynolds

Recommendation:

Approve the Ordinance.

Executive Summary:

Earlier this year construction began on a grocery store located at 700 Lynn Garden Dr. During the planning process it was determined that a public waterline was located on an easement through the property. In order to construct the new building the property, was graded below the existing waterline. The developer relocated the waterline into the ROW along Tranbarger Dr. There is now no waterline along this easement and the property owner is requesting that the easement be abandoned.

Attached you will find a map and description of the easement. We no longer need this easement and request that it be abandoned.

Attachments:

1. Ordinance
2. Property Sketch
3. Easement Description

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

ORDINANCE NO. _____

AN ORDINANCE ABANDONING A WATER LINE EASEMENT
ON PROPERTY LOCATED AT 700 LYNN GARDEN DRIVE; AND
TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

WHEREAS, the city, by deed recorded in deed book 218 A, page 75 in the Office of the Register of Deeds for Sullivan County, Tennessee at Blountville, received an easement to construct, maintain and operate a water line or lines on, across and under the property described in said deed; and

WHEREAS, the property owner has requested that the easement be abandoned by the city, and

WHEREAS, the city, through its water department, has determined that the easement located on said property is no longer needed.

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

SECTION I. That the water line easement granted to the city by a deed dated September 28, 1961, from Greene Investment Corporation to the city, said deed being recorded in deed book 218A, page 75 in the Office of the Register of Deeds for Sullivan County, Tennessee at Blountville, is no longer needed by the city and is hereby abandoned, said description of easement being as follows, to wit:

Beginning at a point in the northwesterly line of Lynn Garden Drive distant southwesterly 165.08 feet from the point of intersection of the said line of Lynn Garden Drive with the divisional line of Parkway Plaza and the Eastwood Hills; thence northwesterly by an interior angle of 91° 39' from the back tangent with a line parallel to and 5 feet from the front line of the sidewalk 378 feet to a point; thence southwesterly by the deflection angle of 46° 36' to the left and with a line parallel to and 5 feet from the front line of the sidewalk 245 feet to a point in the northeasterly line of Tranbarger and being a 20 foot easement lying 10 feet on either side of said centerline from the northwesterly line of Lynn Garden Drive to the northeasterly line of Tranbarger Drive.

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

SECTION III. That this ordinance shall take effect as the law directs, the public welfare of the City of Kingsport, Tennessee requiring it.

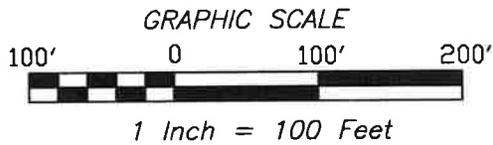
JOHN CLARK, Mayor

ATTEST:

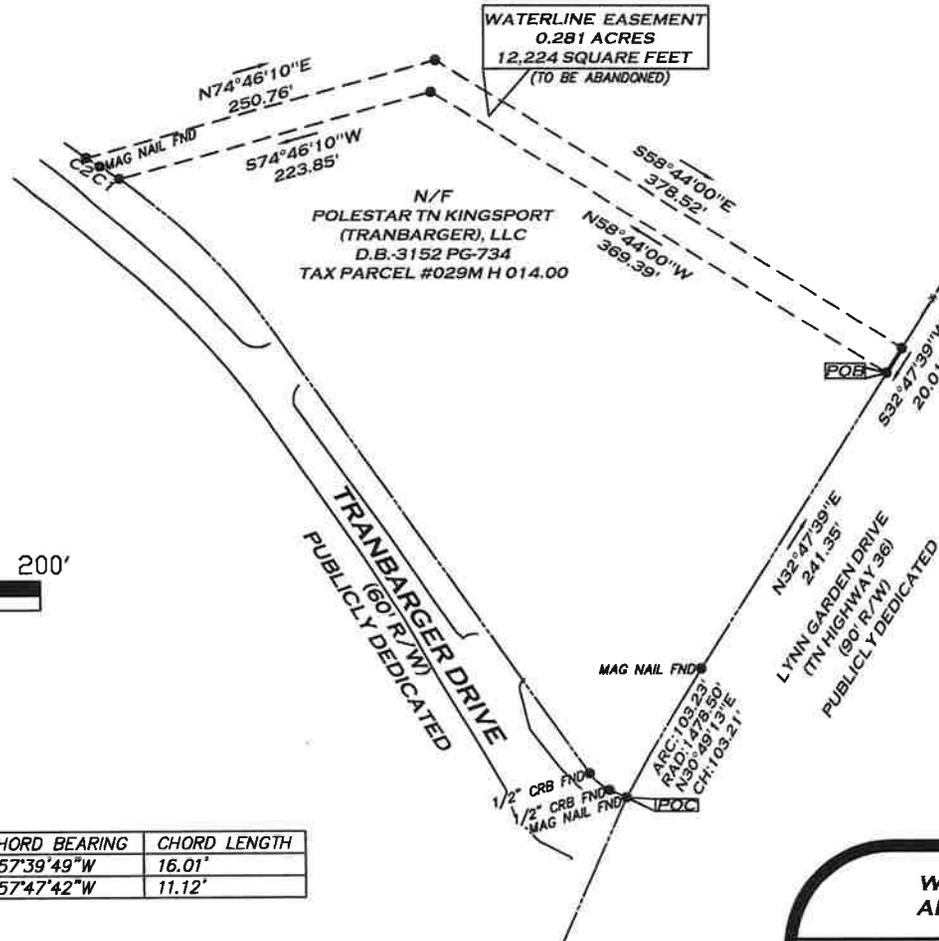
JAMES DEMMING, City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney



CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	392.69'	16.01'	N57°39'49"W	16.01'
C2	308.63'	11.12'	N57°47'42"W	11.12'



**WATER LINE EASEMENT
ABANDONMENT EXHIBIT**

DATE: SEPTEMBER 4, 2015	SCALE: 1"=100'
STATE: TENNESSEE	COUNTY: SULLIVAN
JOB #: 140817	11TH CIVIL DISTRICT
LOWERY AND ASSOCIATES LAND SURVEYING, LLC 1575 HWY 411, SUITE 104 CARTERSVILLE, GA 30121 770-334-8186	

PROPERTY SHOWN HEREON WAS SURVEYED BY
LOWERY & ASSOCIATES NOVEMBER 23, 2014.

ALL THAT TRACT OR PARCEL OF LAND LYING IN AND BEING IN THE 11TH CIVIL DISTRICT OF SULLIVAN COUNTY, TENNESSEE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A MAG NAIL FOUND AT THE INTERSECTION OF THE NORTHWESTERLY RIGHT OF WAY OF LYNN GARDEN DRIVE (HAVING A 90 FOOT PUBLICLY DEDICATED RIGHT OF WAY) AND THE NORTHEASTERLY RIGHT OF WAY OF TRANBARGER DRIVE (HAVING A 60 FOOT PUBLICLY DEDICATED RIGHT OF WAY); THENCE LEAVING SAID RIGHT OF WAY OF TRANBARGER DRIVE AND FOLLOWING ALONG SAID RIGHT OF WAY OF LYNN GARDEN DRIVE THE FOLLOWING COURSES AND DISTANCES: ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1478.50 FEET, WITH AN ARC DISTANCE OF 103.23 FEET, WITH A CHORD BEARING OF SOUTH 30 DEGREES 49 MINUTES 13 SECONDS WEST AND A CHORD LENGTH OF 103.21 FEET TO A MAG NAIL FOUND, THENCE NORTH 32 DEGREES 47 MINUTES 39 SECONDS EAST A DISTANCE OF 241.35 FEET TO A POINT, SAID POINT BEING THE TRUE POINT OF BEGINNING.

THENCE LEAVING SAID RIGHT OF WAY OF LYNN GARDEN DRIVE NORTH 58 DEGREES 44 MINUTES 00 SECONDS WEST A DISTANCE OF 369.39 FEET TO A POINT; THENCE SOUTH 74 DEGREES 46 MINUTES 10 SECONDS WEST A DISTANCE OF 223.85 FEET TO A POINT ON SAID RIGHT OF WAY OF TRANBARGER DRIVE; THENCE CONTINUING ALONG SAID RIGHT OF WAY THE FOLLOWING COURSES AND DISTANCES: ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 392.69 FEET, WITH AN ARC DISTANCE OF 16.01 FEET, WITH A CHORD BEARING OF NORTH 57 DEGREES 39 MINUTES 49 SECONDS WEST AND A CHORD LENGTH OF 16.01 FEET TO A MAG NAIL FOUND, THENCE ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 308.63 FEET, WITH AN ARC DISTANCE OF 11.12 FEET, WITH A CHORD BEARING OF NORTH 57 DEGREES 47 MINUTES 42 SECONDS WEST AND A CHORD LENGTH OF 11.12 FEET TO A POINT; THENCE LEAVING SAID RIGHT OF WAY OF TRANBARGER DRIVE THENCE NORTH 74 DEGREES 46 MINUTES 10 SECONDS EAST A DISTANCE OF 250.76 FEET TO A POINT; THENCE SOUTH 58 DEGREES 44 MINUTES 00 SECONDS EAST A DISTANCE OF 378.52 FEET TO A POINT ON SAID RIGHT OF WAY OF LYNN GARDEN DRIVE; THENCE CONTINUING ALONG SAID RIGHT OF WAY OF LYNN GARDEN DRIVE SOUTH 32 DEGREES 47 MINUTES 39 SECONDS WEST A DISTANCE OF 20.01 FEET TO A POINT, SAID POINT BEING THE TRUE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 0.281 ACRES (261,700 SQUARE FEET).



AGENDA ACTION FORM

Appropriate \$21,953.00 from the USDOJ / Bureau of Justice Assistance Grant FY 2015 Local Solicitation

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

Action Form No.: AF-252-2015
Work Session: September 14, 2015
First Reading: September 15, 2015

Final Adoption: **October 6, 2015**
Staff Work By: Captain Castle
Presentation By: Chief Quillin

Recommendation:

Approve the Budget Ordinance.

Executive Summary:

On June 1, 2015, via Action Form 133, the Board of Mayor and Aldermen approved the Mayor executing any and all documents necessary to apply for and receive a US DOJ Bureau of Justice Assistance Grant. We have been notified that we were approved for \$21,953.00 which will be utilized to purchase equipment and/or technology improvements.

There are no matching fund requirements.

Attachments:

- 1. Budget Ordinance

Funding source appropriate and funds are available: 

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



AGENDA ACTION FORM

**Appropriate \$21,953.00 from the USDOJ / Bureau of Justice Assistance Grant FY 2015
Local Solicitation**

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

Action Form No.: AF-252-2015
 Work Session: September 14, 2015
 First Reading: September 15, 2015

Final Adoption: October 6, 2015
 Staff Work By: Captain Castle
 Presentation By: Chief Quillin

Recommendation:

Approve the Budget Ordinance.

Executive Summary:

On June 1, 2015, via Action Form 133, the Board of Mayor and Aldermen approved the Mayor executing any and all documents necessary to apply for and receive a US DOJ Bureau of Justice Assistance Grant. We have been notified that we were approved for \$21,953.00 which will be utilized to purchase equipment and/or technology improvements.

There are no matching fund requirements.

Attachments:

- 1. Budget Ordinance

Funding source appropriate and funds are available: *JF*

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

ORDINANCE NO. _____ CITY RECORDER

AN ORDINANCE TO AMEND THE JUSTICE ASSISTANCE GRANT FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM THE DEPARTMENT OF JUSTICE FOR THE YEAR ENDING JUNE 30, 2016; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Justice Assistance Grant Fund budget be amended by appropriating grant funds received from the Department of Justice Grant Program to the Justice Assistance Grant Project (JG1600) in the amount of \$21,953 to purchase equipment and/or technology improvements. This grant does not require matching funds.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Fund 134: Justice Assistant Grant Fund			
Justice Assistant Grant (JG1600)			
Revenues:			
134-0000-331-4537 Bureau of Justice/JAG	\$ 0	\$ 21,953	\$ 21,953
Totals:	0	21,953	21,953
Expenditures:			
134-3030-443-9006 Purchases \$5,000 & Over	0	21,953	21,953
Totals:	0	21,953	21,953

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

JOHN CLARK, Mayor

ATTEST:

APPROVED AS TO FORM:

JAMES H. DEMMING
City Recorder

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____



AGENDA ACTION FORM

Appropriate \$5907.29 from the USDOJ / Bureau of Justice Assistance, Bulletproof Vest Partnership Funding

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

Action Form No.: AF-253-2015
Work Session: September 14, 2015
First Reading: September 15, 2015

Final Adoption: October 6, 2015
Staff Work By: Captain Castle
Presentation By: Chief Quillin

Recommendation:

Approve the Budget Ordinance.

Executive Summary:

On May 4, 2015, via Action Form 97, the Board of Mayor and Aldermen approved the Mayor executing any and all documents necessary to apply for and receive a US Department of Justice Grant for funding for bulletproof vests. We have been notified that we were approved for \$5907.29 in reimbursements for vests expenditures.

Attachments:

- 1. Budget Ordinance

Funding source appropriate and funds are available: *JF*

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



AGENDA ACTION FORM

Appropriate \$5907.29 from the USDOJ / Bureau of Justice Assistance, Bulletproof Vest Partnership Funding

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

Action Form No.: AF-253-2015
Work Session: September 14, 2015
First Reading: September 15, 2015
Final Adoption: October 6, 2015
Staff Work By: Captain Castle
Presentation By: Chief Quillin

Recommendation:
Approve the Budget Ordinance.

Executive Summary:
On May 4, 2015, via Action Form 97, the Board of Mayor and Aldermen approved the Mayor executing any and all documents necessary to apply for and receive a US Department of Justice Grant for funding for bulletproof vests. We have been notified that we were approved for \$5907.29 in reimbursements for vests expenditures.

Attachments:
1. Budget Ordinance

Funding source appropriate and funds are available: *js*

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

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE GENERAL PROJECT-SPECIAL REVENUE FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM THE DEPARTMENT OF JUSTICE FOR THE YEAR ENDING JUNE 30, 2016; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Project-Special Revenue budget be amended by appropriating grant funds received from the Department of Justice/Bureau of Justice Assistance Bulletproof Vest Partnership to the Bullet Proof Vest project (NC1602) in the amount of \$5,907 and requires a 50% local match of \$5,907 which is provided for in the operating budget.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
<u>Fund 111: General Project-Special Revenue</u>			
<u>Bullet Proof Vest Project (NC1602)</u>			
<u>Revenues:</u>			
	\$	\$	\$
111-0000-331-3800 U.S. Dept. of Justice	0	5,907	5,907
111-0000-391-0100 From General Fund	0	5,907	5,907
Totals:	0	11,814	11,814
 <u>Expenditures:</u>			
111-3020-442-3020 Operating Supplies & Tools	0	11,814	11,814
Totals:	0	11,814	11,814
 <u>Fund 110: General Fund</u>			
<u>Expenditures:</u>			
110-3030-443-3025 Safety Supplies	10,000	(5,907)	4,093
110-4804-481-7035 General Proj-Spec Rev	768,000	5,907	773,907
Totals:	778,000	0	778,000

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

JOHN CLARK, 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

Agreement for Paramedic/EMT Clinical Ride-Alongs

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

Action Form No.: AF-226-2015
Work Session: October 5, 2015
First Reading: N/A

Final Adoption: October 6, 2015
Staff Work By: Asst. Chief Boyd, Atty. Billingsley, Risk Mgr. Terri Evans
Presentation By: Chief Dye, Asst. Chief Boyd

Recommendation:

Approve the Resolution.

Executive Summary:

To authorize the Mayor to sign all the appropriate documents for the Clinical Affiliation Agreement between the City of Kingsport Fire Department and Northeast State Community College and Walters State Community College.

Medical students will do clinical ride-alongs and preform medical skills under the supervision of the Kingsport Fire Department personnel. The term of the agreement will be for 5 years ending in July of 2020.

Attachments:

- Resolution (agreements included)

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AGREEMENTS WITH NORTHEAST STATE COMMUNITY COLLEGE AND WALTERS STATE COMMUNITY COLLEGE, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENTS AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENTS

WHEREAS, the paramedics in school at Northeast State Community College and Walters State Community College would like to do ride-along's with the firefighters and paramedics of the Kingsport Fire Department; and

WHEREAS, the agreements set out herein below are for a period of five years, ending July 31, 2020.

Now therefore,

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

SECTION I. That a Clinical/Practicum Affiliation Agreement with Northeast State Community College 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, the Clinical/Practicum Affiliation Agreement with Northeast State Community College 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:

CLINICAL/PRACTICUM AFFILIATION AGREEMENT BETWEEN
NORTHEAST STATE COMMUNITY COLLEGE
AND
THE CITY OF KINGSFORT

This Agreement is made this 1st day of August 2015, by and between Northeast State Community College, hereinafter referred to as "Institution" and The City of Kingsport Fire Department, hereinafter referred to as "Affiliate".

Whereas, it is to the mutual benefit of the parties to provide clinical practicum experience for students enrolled in certain programs of the Institution, the parties have agreed to the terms and provisions set forth below:

- I. Purpose - the purpose of this Agreement shall be to provide clinical/practicum experience to students enrolled in the EMT, AEMT, and Paramedic Program of the Institution.
 - A. Consideration for this Agreement shall consist of the mutual promises contained herein, the parties agreeing that monetary compensation shall neither be expected nor received by either party.
 - B. The clinical/practicum experience shall be provided at the Affiliate's facility located at: The City of Kingsport Fire Department, hereinafter referred to as "Facility".
 - C. The specific experience to be provided students is described as follows: To provide experience in procedures routinely performed by an EMT, AEMT, and/or Paramedic. The experience provided under this agreement is to extend classroom instruction into the clinical experience with the supervision of professional employees. The purpose of the clinical setting is to provide clinical experience in the Emergency Medical Technology Program to include intravenous access techniques, patient assessments, and treatment in the pre-hospital emergency situation as outlined by the Commission on Accreditation of Allied Health Education Programs and the Committee on Accreditation of Educational Programs for the EMS Professions and the Tennessee Department of Health, Division of Emergency Medical Services.

II. Terms and Conditions- pursuant to the above-stated purpose, the parties agree as follows:

A. Term- the term of this Agreement shall be five years commencing August 1, 2015 and ending July 31, 2020.

Either party may terminate this Agreement upon giving 30 days written notice to the other party. Such termination shall have no effect on students receiving clinical/practicum experience during the current academic term.

This Agreement may be renewed with written approval of all parties for a total term of up to five years.

B. Placement of Students- As *mutually agreed* between the parties, the Institution will place an appropriate number of students at the Facility each academic term.

C. Discipline- While enrolled in clinical/practicum experience at the Facility, students (and faculty, if applicable), will be subject to applicable policies of the Institution and the Affiliate.

Students shall be dismissed from participation in the Institution's program only after the appropriate disciplinary or academic policies and procedures of the Institution have been followed. However, the Affiliate may immediately remove from the Facility any student who poses an immediate threat or danger.

D. Specific Responsibilities- The following duties shall be the specific responsibility of the designated party (Institution and/or Facility):

1. Institution shall be responsible for the selection of students to be placed at the Facility.

2. Affiliate shall provide orientation to the Facility for students beginning clinical/practicum experience.

3. Institution shall be responsible for scheduling training activities for students.

4. Affiliate preceptors shall be responsible for supervising students at all times while present at the Facility for clinical/practicum experience. Institution shall provide support and orientation to preceptors.

5. Affiliate shall evaluate the performance of individual students as appropriate.

6. The Affiliate shall retain complete responsibility for patient care providing adequate supervision of students (and faculty, if applicable) at all times.

7. The Affiliate shall maintain a sufficient level of staff employees to carry out regular duties.

Students will not be expected nor allowed to perform services in lieu of staff employees.

8. The Affiliate shall provide emergency medical treatment to students (and faculty, if applicable) if needed for illness or injuries suffered during clinical/practicum experience. Such treatment shall be at the expense of the individual treated.

9. The Affiliate shall maintain all applicable accreditation requirements and certify such compliance to the Institution or other entity as requested by the Institution. The Affiliate shall also permit authorities responsible for accreditation of the Institution's curriculum to inspect the Affiliate's clinical/practicum facilities and services as necessary.

10. The Institution shall provide health records of students (and faculty, if applicable) upon request by the Affiliate.

11. The Institution shall notify the Affiliate if a student (or faculty, if applicable) is/are unable for any reason to report for clinical/practicum training.

12. The Affiliate requires written evidence of professional liability insurance coverage from individual students and faculty and staff (if applicable) participating in the experience. The minimum amount of coverage per individual shall be \$1,000,000/\$3,000,000.

The coverage shall extend through the term of the students and faculty or staffs (if applicable) participation.

13. The State of Tennessee is self-insured and does not carry or maintain commercial general liability insurance or medical, professional or hospital liability insurance. Any and all claims against the State of Tennessee, including the Institution or its employees shall be heard and determined by the Tennessee Claims Commission in the manner prescribed by law. Damages recoverable against the Institution shall be expressly limited to claims paid by the Claims Commission pursuant to T.C.A. Section 9-8-301 et seq.

E. Mutual responsibilities- the parties shall cooperate to fulfill the following mutual responsibilities:

1. Each party shall comply with all federal, state and municipal laws, advice, rules and regulations which are applicable to the performance of this Agreement, which shall include but not be limited to: HIPAA Requirements: To the extent required by federal law, the parties agree to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320d ("HIPAA") and any current and future regulations promulgated thereunder, including without limitation, the federal privacy regulations, the federal security standards, and the federal standards for electronic transactions, all collectively referred to herein as "HIPAA Requirements." The parties agree not to use or further disclose any Protected Health Information or Individually Identifiable Health Information, other than as permitted by HIPAA Requirements and the terms of this Agreement.

Each party will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

2. Background Checks: If criminal background checks of students are required by the Affiliate, the Institution shall notify students of this requirement prior to enrollment in the program or as soon as the requirement is known. Students will be informed by the Institution that the check must be completed within the 90 day period immediately prior to the student's initial clinical/practicum placement. It shall be the student's responsibility to make timely arrangements for the background check and to pay all costs associated with such checks.

If criminal background checks are required for Institutional faculty or staff, it shall be the Institution's responsibility to arrange for the background check, to pay all costs associated with such checks and to provide the results to the Affiliate.

It shall be the responsibility of Affiliate to set the eligibility standards for participation and to evaluate the results of the background checks. If Affiliate determines that a student or faculty/staff member shall not participate at its facility, Affiliate shall so notify that individual and the Institution. Institution shall take steps to ensure that this individual does not participate in the clinical/practicum program at the Affiliate.

If an Institutional faculty/staff member is also an employee of Affiliate or is an employee at another hospital, health care facility or health care organization, Affiliate will allow the faculty/staff member to provide on-site supervision and instruction for its clinical/practicum program without the necessity of undergoing an additional background check.

Recognizing that students enrolled in the EMT, AEMT, and Paramedic Program at Institution will potentially participate in multiple clinical/practicum placements at multiple facilities, Affiliate agrees to accept the results of the background check done prior to the student's initial clinical/practicum placement if the student maintains continuous enrollment in the health care program and if the results of the background check are archived by the background check agency.

Institution shall inform students or faculty/staff members excluded from clinical/practicum placement on the basis of a criminal background check of any review or appeal process available pursuant to the Fair Credit Reporting Act or any other law or policy, if any.

3. Students shall be treated as trainees who have no expectation of receiving compensation or future employment from the Affiliate or the Institution.

4. Any courtesy appointments to faculty or staff by either the Institution or the Affiliate shall be without entitlement of the individual to compensation or benefits from the appointing party.

5. The parties agree to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, and Section 504 of the Rehabilitation Act of 1973, Executive Order 11,246, and the Americans with Disabilities Act of 1990, and related regulations thereto, and further shall comply with all applicable federal rules, regulations and Executive Orders applicable.

6. The confidentiality of patient records and student records shall be maintained at all times.

F. Miscellaneous Terms- The following terms shall apply in the interpretation and performance of this Agreement:

1. Neither party shall be responsible for personal injury or property damage or loss except that resulting from its own negligence or the negligence of its employees or others for whom the party is legally responsible.

2. The delay or failure of performance by either party shall not constitute default under the terms of this Agreement nor shall it give rise to any claims against either party for damages. The sole remedy for breach of this Agreement shall be immediate termination.

3. This Agreement shall in no way be interpreted as creating an agency or employment relationship between the parties.

In witness whereof the parties, through their authorized representatives have affixed their signatures below.

[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 a Clinical Affiliation Agreement with Walters State Community College is approved.

SECTION V. 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, the a Clinical Affiliation Agreement with Walters State Community College 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:

**CLINICAL AFFILIATION AGREEMENT BETWEEN
WALTERS STATE COMMUNITY COLLEGE AND THE CITY OF KINGSFORT**

This Agreement is made this 22nd day of July, 2015, by and between Walters State Community College, hereinafter referred to as "Institution" and The City of Kingsport, hereinafter referred to as "Affiliate."

Whereas, this agreement will replace the previous agreement between the parties dated January 15, 2013, with a term of 2/1/13 through 1/31/18; and

Whereas, it is to the mutual benefit of the parties to provide clinical experience for students enrolled in certain programs of the Institution, the parties have agreed to the terms and provisions set forth below:

I. Purpose- the purpose of this Agreement shall be to provide clinical experience to students enrolled in the Center for Emergency Service Programs (CESP) of the Institution.

A. Consideration for this Agreement shall consist of the mutual promises contained herein, the parties agreeing that monetary compensation shall neither be expected nor received by either party.

B. The clinical experience shall be provided at the Affiliate's Facilities, hereinafter referred to as "Facility."

C. The specific experience to be provided students is described as follows:

1. Permit the student to practice those skills specifically identified in Attachments A, Band C with appropriate supervision.

2. Provide observational opportunities as needed for learning experiences by the student.

II. Terms and Conditions- pursuant to the above-stated purpose, the parties agree as follows:

A. Term- the term of this Agreement shall be for five years commencing August 1, 2015, and ending July 31, 2020.

Either party may terminate this Agreement upon giving 30 days written notice to the other party. Such termination shall have no effect on students receiving clinical experience during the current academic term.

B. Placement of Students- As mutually agreed between the parties, the Institution will place an appropriate number of students at the Facility each academic term.

C. Discipline- While enrolled in clinical experience at the Facility, students (and faculty if applicable) will be subject to applicable policies of the Institution and the Affiliate.

Students shall be dismissed from participation in the Institution's program only after the appropriate disciplinary or academic policies and procedures of the Institution have been followed. However, the Affiliate may immediately remove from the Facility any student who poses an immediate threat or danger.

D. Specific Responsibilities- The following duties shall be the specific responsibility of the designated party (Institution and/or Facility):

1. The Institution shall be responsible for the selection of students to be placed at the Facility.

2. The Affiliate shall provide orientation to the Facility for students beginning clinical experience.

3. The Affiliate and Institution faculty shall be responsible for scheduling training activities for students.

4. The Affiliate's staff shall be responsible for supervising students at all times while present at the Facility for clinical experience.

5. The Affiliate staff shall evaluate the performance of individual students as appropriate.

6. The Affiliate shall retain complete responsibility for patient care providing adequate supervision of students (and faculty, if applicable) at all times.

7. The Affiliate shall maintain a sufficient level of staff employees to carry out regular duties. Students will not be expected nor allowed to perform services in lieu of staff employees.

8. The Affiliate shall provide emergency medical treatment to students (and faculty,if applicable if needed for illness or injuries suffered during clinical experience. Such treatment shall be at the expense of the individual treated.

9. The Affiliate shall maintain all applicable accreditation requirements and certify such compliance to the Institution or other entity as requested by the Institution. The Affiliate shall also permit

authorities responsible for accreditation of the Institution's curriculum to inspect the Affiliate's clinical facilities and services as necessary.

10. The Institution shall provide health records of students (and faculty, if applicable) upon request by the Affiliate.

11. The Institution shall establish a procedure for notifying the Affiliate if a student (or faculty, if applicable) is/are unable for any reason to report for clinical training.

12. The Affiliate requires written evidence of professional liability insurance coverage from individual students participating in the experience. The minimum amount of coverage per individual shall be \$1,000,000/\$3,000,000. The coverage shall extend through the term of the student's participation.

E. Mutual Responsibilities- the parties shall cooperate to fulfill the following mutual responsibilities:

1. Each party shall comply with all federal, state and municipal laws, advice, rules and regulations which are applicable to the performance of this Agreement, which shall include but not be limited to: HIPAA Requirements: To the extent required by federal law, the parties agree to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320d ("HIPAA") and any current and future regulations promulgated thereunder, including without limitation, the federal privacy regulations, the federal security standards, and the federal standards for electronic transactions, all collectively referred to herein as "HIPAA Requirements." The parties agree not to use or further disclose any Protected Health Information or Individually Identifiable Health Information, other than as permitted by HIPAA Requirements and the terms of this Agreement. Each party will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

2. Background Checks & Drug Screens: If criminal background/drug screen checks of students are required by the Affiliate, the Institution shall notify students of this requirement prior to enrollment in the program or as soon as the requirement is known. Students will be informed by the Institution that the check must be completed within the 90-day period immediately prior to the student's initial clinical placement. It shall be the student's responsibility to make timely arrangements for the background/drug screen check and to pay all costs associated with such checks.

If criminal background/drug screen checks are required for Institutional faculty or staff, it shall be the Institution's responsibility to arrange for the background/drug screen check, to pay all costs associated with such checks and to provide the results to the Affiliate.

It shall be the responsibility of Affiliate to set the eligibility standards for participation and to evaluate the results of the background/drug screen checks. If Affiliate determines that a student or faculty /staff member shall not participate at its facility, Affiliate shall so notify that individual and the Institution. Institution shall take steps to ensure that this individual does not participate in the clinical program at the Affiliate.

If an Institutional faculty/staff member is also an employee of Affiliate or is an employee at another hospital, health care facility or health care organization, Affiliate will allow the faculty/staff member to provide on-site supervision and instruction for its clinical program without the necessity of undergoing an additional background/drug screen check.

Recognizing that students enrolled in the CESP programs at Institution will potentially participate in multiple clinical placements at multiple facilities, Affiliate agrees to accept the results of the background/drug screen check done prior to the student's initial clinical placement if the student maintains continuous enrollment in the health care program and if the results of the background/drug screen check are archived by the background check agency.

Institution shall inform students or faculty/staff members excluded from clinical placement on the basis of a criminal background/drug screen check of any review or appeal process available pursuant to the Fair Credit Reporting Act or any other law or policy, if any.

3. Students shall be treated as trainees who have no expectation of receiving compensation or future employment from the Affiliate or the Institution.

4. Any courtesy appointments to faculty or staff by either the Institution or the Affiliate shall be without entitlement of the individual to compensation or benefits from the appointing party.

5. Each party assures that it will not unlawfully discriminate against any individual including, but not limited to employees or applicants for employment faculty and/or students, because of race, religion, creed, color, gender, age, disability, veteran status, or national origin.

6. This Agreement shall be governed by and construed under the laws of the State of Tennessee.

7. The confidentiality of patient records and student records shall be maintained at all times.

F. Miscellaneous Terms- The following terms shall apply in the interpretation and performance of this Agreement:

1. Neither party shall be responsible for personal injury or property damage or loss except that resulting from its own negligence or the negligence of its employees or others for whom the party is legally responsible.

2. The delay or failure of performance by either party shall not constitute default under the terms of this Agreement, nor shall it give rise to any claims against either party for damages. The sole remedy for breach of this Agreement shall be immediate termination.

3. This Agreement shall in no way be interpreted as creating an agency or employment relationship between the parties.

4. The State of Tennessee is self-insured and does not carry or maintain commercial general liability insurance or medical, professional or hospital liability insurance. Any and all claims against the State of Tennessee, including the Institution or its employees, shall be heard and determined by the Tennessee Claims Commission in the manner prescribed by law. Damages recoverable against the Institution shall be expressly limited to claims paid by the Claims Commission pursuant to T.C.A. Section -8-301et seq.

In witness whereof, the parties through their authorized representative, have affixed their signatures below.

[Acknowledgements Deleted for Inclusion in this Resolution]

WALTERS STATE COMMUNITY COLLEGE
CENTER FOR EMERGENCY SERVICES ADVANCED EMT PROGRAM CLINICAL SKILLS LIST
Attachment A

PRECEPTOR: The following is a list of skills that the students have performed under classroom conditions. At your convenience, please allow the students to practice these skills under your direct supervision whenever possible.

Patient Assessment: To include an assessment of the patient utilizing a systematic approach to learn all relevant medical history, making pertinent observations, reviewing the patient's chart and do a pertinent physical examination. The paramedic should show proficiency in obtaining vital signs, verbal history, primary and secondary survey (head to toe assessment). The paramedic should demonstrate good communication skills with patient and other health care providers.

Airway Management: To include oxygen administration, oropharyngeal airways, nasopharyngeal airways, dual lumen airway, supraglottic airway, BVM, suctioning techniques, nasogastric tube, oral intubation, nasal intubation and cricothyrotomy. Student should be able to confirm tube placement by auscultating breath sounds and absence of epigastric sounds.

Medication Administration: To administer medications via intravenous, oral, sublingual, intramuscular, subcutaneous injection, and endotracheal using aseptic technique. Calculate proper drug dosage using correct formulas and correct concentration.

Cardiac Management: Including CPR, mechanical CPR device, basic airway management, advanced airway management, EKG interpretation, cardioversion, defibrillation, TCP transcutaneous pacing, medication administration, and IV therapy.

Trauma: To include use of short and long spine immobilization devices, XPI, KED, cervical collars, and CID. Control bleeding, bandage, splint fractures using boards and traction splints, use MAST trousers, Chest Decompression and fluid resuscitation.

IV Therapy: To include selecting, inspecting, set up, and initiation of Intravenous Infusions including venipuncture, using aseptic technique, discontinuing IV lines, and maintenance of proper rate of infusion. Peripheral IV insertion, External Jugular IV insertion, intraosseous cannulation, drug administration bolus via IV, drug administration drip via IV, and IV fluid resuscitation.

Communication: Give oral and written report to ER staff or other health care providers.

WALTERS STATE COMMUNITY COLLEGE
CENTER FOR EMERGENCY SERVICES ADVANCED EMT PROGRAM CLINICAL SKILLS LIST
Attachment B

PRECEPTOR: The following is a list of skills that the students have performed under classroom conditions. At your convenience, please allow the students to practice these skills under your direct supervision whenever possible.

Patient Assessment: To include an assessment of the patient utilizing a systematic approach to learn all relevant medical history, making pertinent observations, reviewing the patient's chart and do a pertinent physical examination. The advanced EMT should show proficiency in obtaining vital signs, verbal history, primary and secondary survey (head to toe assessment). The advanced EMT should demonstrate good communication skills with patient and other health care providers.

Basic Airway Management: To include oxygen administration, oral/nasal airways, dual lumen airway, BVM, and suctioning. Student is familiar with breath sounds, nasal cannulas, Venturi mask indications, simple and non-rebreather masks.

Assist in Cardiac Arrest: Including CPR, mechanical CPR device and basic airway management.
Trauma: To include use of short and long spine immobilization devices, XPI, KED, cervical collars, and CID. Control bleeding, bandage, splint fractures using boards and traction splints, use MAST trousers, and fluid resuscitation.
Medication Administration: To administer medications via intravenous, oral, sublingual, intramuscular pediatric Intraosseous, subcutaneous injection, and using aseptic technique. Calculate proper drug dosage using correct formulas and correct concentration.
IV Maintenance: To include selecting, inspecting, set up, and initiation of Intravenous Infusions including venipuncture, using aseptic technique, discontinuing IV lines, and maintenance of proper rate of infusion. Peripheral IV insertion, pediatric Intraosseous cannulation, drug administration bolus via IV, and IV fluid resuscitation.
IV Initiation: Student **must** achieve **five (5)** successful IV starts. Due to time constraints and varying ER traffic, if student appears to not have opportunity to start adequate number of IV's, the preceptor may opt to send student to other departments at his/her own discretion.
Communication: Give oral and written report to ER staff or other health care providers.

WALTERS STATE COMMUNITY COLLEGE
CENTER FOR EMERGENCY SERVICES ADVANCED EMT PROGRAM CLINICAL SKILLS LIST
Attachment C

PRECEPTOR: The following is a list of skills that the students have performed under classroom conditions. At your convenience, please allow the students to practice these skills under your direct supervision whenever possible.
Patient Assessment: To include an assessment of the patient utilizing a systematic approach to learn all relevant medical history, making pertinent observations, reviewing the patient's chart and do a pertinent physical examination. EMT should show proficiency in obtaining vital signs, verbal history, and head to toe assessment if called upon to do so.
Basic Airway Management: To include oxygen administration, oral/nasal airways, BVM, manually triggered ventilation, pulse oximetry, and suctioning. Student is familiar with breath sounds, nasal cannulas, Venturi mask indications, simple and non-rebreather masks.
Assist in Cardiac Arrest: Including CPR, mechanical CPR device and basic airway management.
Bandaging: Student should be able to correctly dress and bandage assortment of wounds and injuries.
Patient Packaging: To include use of extremity board splinting, traction splinting, long spine immobilization devices, seated spinal immobilization devices, cervical collars, and CID.
Medication Administration: To administer medications via oral route and auto-injector, using aseptic technique.
Communication: Give oral and written report to other health care providers.

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

ADOPTED this the 6th day of October, 2015.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Community Development Partner Agreements for FY 2016

To: Board of Mayor and Aldermen

From: Jeff Fleming, City Manager 

Action Form No.: AF-271-2015
Work Session: October 5, 2015
First Reading: N/A

Final Adoption: October 6, 2015
Staff Work By: M. Haga
Presentation By: Lynn Tully, AICP

Recommendation:

Approve the Resolution.

Executive Summary:

The City of Kingsport desires to enter into agreements with various agencies and organizations for public and homeless services projects in fiscal year 2015-2016 through Community Development Block Grant and Emergency Shelter Grant funding. During the Community Development Annual Action Plan process, staff initiated a process in which applications for public and homeless services funding would be solicited and reviewed by a citizen review committee for recommendation to the Planning Commission and BMA. The citizen review committee consisted of former Mayor Jeanette Blazier, Mrs. Cee Gee McCord and Mr. Paul Montgomery. Four local agencies applied for CDBG funding and three agencies for ESG funding. Upon review and consideration of the applications, the review committee recommended that each agency that applied receive an amount of CDBG/ESG funding. Funding recommendations consisted of \$26,945 CDBG for Learning Centers of KHRA, \$11,825 CDBG for CASA for Kids, Inc., \$2,500 CDBG for the Help Our Potential Evolve (HOPE) program, \$32,000 CDBG for South Central Kingsport CDC, \$25,030 ESG for GKAD and \$43,500 ESG each for Family Promise of Greater Kingsport and Salvation Army.

At its regular April meeting, the Planning Commission reviewed the committee's recommendation and concurred with it. The attached agreements represent funding for each agency as recommended by the citizen review committee and Planning Commission. The attached agreements are dated to coincide with the City's fiscal year to accommodate eligible expenses accrued for each agency.

Attachments:

1. Resolution
2. Agreements

Funding source appropriate and funds are available: 

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS WITH VARIOUS AGENCIES AND ORGANIZATIONS FOR COMMUNITY DEVELOPMENT BLOCK GRANT AND EMERGENCY SOLUTIONS GRANT FUNDING IN FISCAL YEAR 2015-2016

WHEREAS, the City of Kingsport desires to enter into agreements for services in fiscal year 2015-2016 benefiting the general welfare of city residents with the Kingsport Housing and Redevelopment Authority for the Learning Center of KHRA; CASA for Kids, Inc.; Help Our Potential Evolve, Inc.; South Central Kingsport Community Development, Inc.; Greater Kingsport Alliance for Development, Inc.; Family Promise of Greater Kingsport; and Salvation Army of Kingsport.

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized and directed to execute, in a form approved by the city attorney, agreements for services in fiscal year 2015-2016 benefiting the general welfare of City of Kingsport residents with the Kingsport Housing and Redevelopment Authority for the Learning Center of KHRA; CASA for Kids, Inc.; Help Our Potential Evolve, Inc.; South Central Kingsport Community Development, Inc.; Greater Kingsport Alliance for Development; Family Promise of Greater Kingsport; and Salvation Army of Kingsport.

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 6th day of October, 2015.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

AGREEMENT
BETWEEN
THE CITY OF KINGSPORT, TENNESSEE
AND
THE KINGSPORT HOUSING & REDEVELOPMENT AUTHORITY

This agreement, made and entered into this 1st day of July 2015, by and between the City of Kingsport, Tennessee, with principal offices at 225 West Center Street, Kingsport, Tennessee, hereinafter called the "**City**", and the **Kingsport Housing and Redevelopment Authority** (non-profit), having its principal offices at 906 East Sevier Avenue, Kingsport, Tennessee, hereinafter called "**KHRA**", and acting as Administrator on behalf of the **Learning Centers of KHRA**, hereinafter called "**Learning Centers**".

WITNESSETH:

WHEREAS, the **City** expects to receive FY 2015/16 Community Development Block Grant funds to be used for activities eligible under the Housing and Community Development Act of 1974, as amended; and

WHEREAS, the **City** has determined that the creation and operation of the **Learning Centers** to administer literacy programs is an eligible activity under 24 CFR 570.201 (e); and

WHEREAS, management services are necessary to effectively operate and maintain the **Learning Centers**; and

WHEREAS, the **KHRA** has the personnel, experience and ability required for the management of the **Learning Centers**; and

WHEREAS, the **KHRA** is agreeable to undertake the management services for the **Learning Centers** under conditions satisfactory to the **City**; and

WHEREAS, the **KHRA** will report all activities for the **Learning Centers** to the **City**;

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

I. PROJECT DESCRIPTION/STATEMENT OF WORK

A. Purpose of Project

Learning Centers of KHRA's Literacy Program will provide adult basic literacy instruction, parenting skills and support programs, and literacy intensive schedule for children and teenagers aged 5 to 18 years. These funds will aid participants to expand economic skills, by improving their literacy skills so that they can earn a GED (or in the case of the children, graduate from high school) undertake meaningful job training, find appropriate employment and lead proud, productive lives.

B. Method of Operation

The program will be available to tenants of Kingsport Public Housing facilities and low and very low-income persons. The program will be administered by **KHRA** and will provide staff support for record keeping, disbursement of funds and approval of participants.

C. Timetable and Budget For Completion of Activity

Community Development Block Grant funds in the amount of up to \$26,945 will be available upon notification to the City by the Department of Housing and Urban Development (HUD) that its 2015/16 action plan is approved. Funds shall be used as follows:

Personnel	
VISTA Positions	\$22,000
Contract Services	\$ 4,750
Consumable Supplies	\$ 195
TOTAL FOR GRANT	\$26,945

The term of this agreement shall expire on June 30, 2016.

II. RECORDS AND REPORTS

A. In order to document the low and moderate income benefit required in 24 CFR 570.200(a)(2), **KHRA** will maintain records that document all clients served by **KHRA** with CDBG funds. In addition to records that document the number of clients served, **KHRA** will also document each client's race, family size, annual household income, and whether or not the family is female headed.

- B. **KHRA** will prepare and submit to the **City** on a monthly basis during the term of this contract a report describing **KHRA's** progress in meeting the Statement of Work as stated in Article I and reflecting data described in Article II, Section A above.
- C. **KHRA** will maintain books, records and documents in accordance with accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by the **City** under this agreement.
- D. **KHRA** will make all records/reports readily available for inspection by the **City**, U.S. Department of Housing and Urban Development, or any of their duly authorized representatives for the purpose of making audit, examination, excerpts and transcriptions.
- E. The **KHRA** will submit to the Board of Mayor and Aldermen a bi-annual report setting out how funds allocated by **City** to the **KHRA** assist in carrying out the **City's** Strategic Plan.

III. **PROGRAM INCOME**

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

IV. UNIFORM ADMINISTRATIVE AND OTHER REQUIREMENTS

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

The **KHRA**, as a governmental entity, will comply with the requirements and standards of OMB Circular No. A-87, "Principles for Determining Costs Applicable to Grants and Contracts with State, Local and Federally recognized Indian Tribal Governments". OMB Circular A-128, "Audits of State and Local Governments" (24 CFR 44), and with the following sections of 24 CFR 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments":

- 1. Section 85.3, "Definitions";
- 2. Section 85.6, "Exceptions";
- 3. Section 85.12, "Special Grant or Subgrant Conditions for 'High-Risk' Grantees";
- 4. Section 85.20, "Standards for Financial Management Systems", except paragraph (a);
- 5. Section 85.21, "Payment", except as modified by 24 CFR 570.513;
- 6. Section 85.22, "Allowable Costs";
- 7. Section 85.26, "Non-Federal Audits";
- 8. Section 85.32, "Equipment", except in all cases in which the equipment is sold, the proceeds shall be program income;
- 9. Section 85.33, "Supplies";
- 10. Section 85.34, "Copyrights";

11. Section 85.35, "Subawards to Debarred and Suspended Parties";
12. Section 85.36, "Procurement", except paragraph (a);
13. Section 85.37, "Subgrants";
14. Section 85.40, "Monitoring and Reporting Program Performance", except paragraphs (b) through (d) and paragraph (f);
15. Section 85.41, "Financial Reporting", except paragraphs (a), (b), and (e);
16. Section 85.42, "Retention and Access Requirements or Records";
17. Section 85.43, "Enforcement";
18. Section 85.44, "Termination for Convenience";
19. Section 85.51, "Later Disallowances and Adjustment"; and
20. Section 85.52, "Collection of Amounts Due".

V. REVERSION OF ASSETS

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

VI. SUSPENSION AND TERMINATION

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

- A. This agreement may be terminated by the **City** in accordance with this clause, in whole or from time to time in part, whenever **KHRA** will defaults in the performance of activities specified in this agreement and fails to cure such defaults within a period of fifteen (15) days or such longer period as the **City** and **KHRA** will mutually agree, provided that the **City** shall serve notice of default in writing upon the **KHRA**.
- B. The **City** or the **KHRA** may terminate the grant in whole or in part when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds (termination for convenience). The parties will agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated.

VII. METHOD OF PAYMENT

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

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

CITY OF KINGSPORT

John Clark, Mayor

Date

ATTEST:

James H. Demming, City Recorder

Date

KINGSPORT HOUSING AND REDEVELOPMENT AUTHORITY

Terry Cunningham, Director

Date

APPROVED AS TO FORM:

Michael Billingsley, City Attorney

Date

AGREEMENT
BETWEEN
THE CITY OF KINGSPORT, TENNESSEE
AND
CASA (COURT APPOINTED SPECIAL ADVOCATES) FOR KIDS, INC.

THIS AGREEMENT, made and entered into this 1st day of July 2015, by and between the City of Kingsport, Tennessee, with principal offices at 225 West Center Street, Kingsport, Tennessee, hereinafter called the "CITY", and **CASA for Kids, Inc.** (non-profit), having its principal offices at 317 Shelby Street, Suite 206, Kingsport, Tennessee, hereinafter called "CASA".

WITNESSETH:

WHEREAS, the **CITY** expects to receive FY 2015/16 Community Development Block Grant funds to be used for activities eligible under the Housing and Community Development Act of 1974, as amended; and

WHEREAS, the **CITY** has determined that the creation and operation of **CASA** to administer Advocacy Services is an eligible activity under 24 CFR 570.201 (e); and

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

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

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

I. PROJECT DESCRIPTION/STATEMENT OF WORK

A. Purpose of Project.

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

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

B. Method of Operation.

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

C. Timetable and Budget For Completion of Activity.

Community Development Block Grant funds in the amount of up to \$11,825 will be available upon notification to the CITY by the Department of Housing and Urban Development (HUD) that its 2015/16 Action Plan is approved. Funds will be used as follows:

Personnel	
Program Assistant	\$ 11,825
TOTAL FOR GRANT	\$ 11,825

The term of this agreement will expire on June 30, 2016.

II. RECORDS AND REPORTS.

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

reflect all expenditures of funds provided by the **CITY** under this agreement.

- D. **CASA** will make all records/reports readily available for inspection by the **CITY**, U.S. Department of Housing and Urban Development, or any of their duly authorized representatives for the purpose of making audit, examination, excerpts and transcriptions.
- E. **CASA** will submit to the Board of Mayor and Aldermen a bi-annual report setting out how funds allocated by **CITY** to **CASA** assist in carrying out the **City's** Strategic Plan.

III. **PROGRAM INCOME.**

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

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

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

CASA will comply with the requirements and standards of OMB Circular No. A-87, "Principles for Determining Costs Applicable to Grants and Contracts with State, Local and Federally recognized Indian Tribal Governments". OMB Circular A-128, "Audits of State and Local Governments" (24 CFR 44), and with the

following sections of 24 CFR 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments":

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

V. REVERSION OF ASSETS.

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

VI. SUSPENSION AND TERMINATION.

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

- A. This agreement may be terminated by the **CITY** in accordance with this clause, in whole or from time to time in part, whenever **CASA** defaults in

the performance of activities specified in this agreement and fails to cure such defaults within a period of fifteen (15) days or such longer period as the **CITY** and **CASA** will mutually agree provided that the **CITY** will serve notice of default in writing upon **CASA**.

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

VII. METHOD OF PAYMENT.

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

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

CITY OF KINGSPORT

John Clark, Mayor

Date

ATTEST:

James H. Demming, City Recorder

Date

CASA FOR KIDS, INC.

Mary L. Kirkpatrick, Director

Date

APPROVED AS TO FORM:

Michael Billingsley, City Attorney

Date

AGREEMENT
BETWEEN
THE CITY OF KINGSPORT, TENNESSEE
AND
HELP OUR POTENTIAL EVOLVE, INC.

THIS AGREEMENT, made and entered into this 1st day of July 2015, by and between the City of Kingsport, Tennessee, with principal offices at 225 West Center Street, Kingsport, Tennessee, hereinafter called the "**CITY**", and **Help Our Potential Evolve, Inc.** (non-profit), having its principal offices at 1201 N. Wilcox Drive, Kingsport, Tennessee, hereinafter called "**H.O.P.E.**".

W I T N E S S E T H:

WHEREAS, the **CITY** expects to receive FY 2015/16 Community Development Block Grant funds to be used for activities eligible under the Housing and Community Development Act of 1974, as amended; and

WHEREAS, the **CITY** has determined that the creation and operation of **H.O.P.E.** to administer the Kingsport Education, Employability and Personal Responsibility (KEEPR) Program is an eligible activity under 24 CFR 570.201 (e); and

WHEREAS, **H.O.P.E.** has the personnel, experience and ability required for the management program; and

WHEREAS, **H.O.P.E.** is agreeable to undertake the management services for the program under conditions satisfactory to the **CITY**.

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

I. PROJECT DESCRIPTION/STATEMENT OF WORK

A. Purpose of Project.

H.O.P.E. will expand its Youth Leadership Program to offer activities and events which increase personal and financial responsibility of low/mod income high school students in the Kingsport community, leading to greater awareness of, access to and success in education and employment.

B. Method of Operation.

The program will be available to residents of Kingsport, consisting primarily of low and very low-income, minority persons. The program will be administered by **H.O.P.E.** and will provide funding to purchase training materials for community service and leadership programs and transportation costs associated with delivering these programs.

C. Timetable and Budget For Completion of Activity.

Community Development Block Grant funds in the amount of up to \$2,500 will be available upon notification to the **CITY** by the Department of Housing and Urban Development (HUD) that its 2015/16 Action Plan is approved. Funds will be used as follows:

Supplies	\$ 1,200
Transportation	\$ 1,300
TOTAL FOR GRANT	\$ 2,500

The term of this agreement will expire on June 30, 2065.

II. RECORDS AND REPORTS.

- A. In order to document the low and moderate-income benefit required in 24 CFR 570.200 (a)(2), **H.O.P.E.** will maintain records that document all clients served by the Subrecipient with CDBG funds. In addition to records that document the number of clients served, **H.O.P.E.** will also document each client's race, family size, annual household income and whether or not the family is female headed.
- B. **H.O.P.E.** will prepare and submit to the **CITY** on a semi-annual basis, during the term of this agreement, a report describing **H.O.P.E.'s** progress in meeting the Statement of Work as stated in Article I. **H.O.P.E.** will prepare and submit on a monthly basis a report of expenditures and invoice for re-imbusement for each month of the contract term.
- C. **H.O.P.E.** will maintain books, records and documents in accordance with accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by the **CITY** under this agreement.

- D. **H.O.P.E.** will make all records/reports readily available for inspection by the **CITY**, U.S. Department of Housing and Urban Development, or any of their duly authorized representatives for the purpose of making audit, examination, excerpts and transcriptions.
- E. **H.O.P.E.** will submit to the Board of Mayor and Aldermen a bi-annual report setting out how funds allocated by **CITY** to **H.O.P.E.** assist in carrying out the **City's** Strategic Plan.

III. **PROGRAM INCOME.**

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

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

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

H.O.P.E. will comply with the requirements and standards of OMB Circular No. A-87, "Principles for Determining Costs Applicable to Grants and Contracts with State, Local and Federally recognized Indian Tribal Governments". OMB Circular A-128, "Audits of State and Local Governments" (24 CFR 44), and with the following sections of 24 CFR 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments":

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

V. REVERSION OF ASSETS.

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

VI. SUSPENSION AND TERMINATION.

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

- A. This agreement may be terminated by the **CITY** in accordance with this clause, in whole or from time to time in part, whenever **H.O.P.E.** defaults in the performance of activities specified in this agreement and fails to cure such defaults within a period of fifteen (15) days or such longer

period as the **CITY** and **H.O.P.E.** will mutually agree provided that the **CITY** will serve notice of default in writing upon **H.O.P.E.**.

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

VII. **METHOD OF PAYMENT.**

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

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

CITY OF KINGSPORT

John Clark, Mayor

Date

ATTEST:

James H. Demming, City Recorder

Date

HELP OUR POTENTIAL EVOLVE, INC.

Stella Robinette, President

Date

APPROVED AS TO FORM:

Michael Billingsley, City Attorney

Date

AGREEMENT

BETWEEN

THE CITY OF KINGSPORT, TENNESSEE

AND

SOUTH CENTRAL KINGSPORT COMMUNITY DEVELOPMENT CORPORATION

This agreement, made and entered into this 1st day of July 2015 by and between the City of Kingsport, Tennessee, with principal offices at 225 West Center Street, Kingsport, Tennessee, hereinafter called the "**City**", and the **South Central Kingsport Community Development Corporation**, hereinafter called "**South Central**" (non-profit), having its principal offices at 1140 Martin Luther King Dr., Kingsport, Tennessee.

WITNESSETH:

WHEREAS, the **City** expects to receive FY 2015/16 Community Development Block Grant funds to be used for activities eligible under the Housing and Community Development Act of 1974, as amended; and

WHEREAS, the **City** has determined that the Riverview Employment Outreach and Weed & Seed programs are eligible activities under 24 CFR 570.204 (c); and

WHEREAS, management services are necessary to effectively operate and maintain the programs by **South Central**; and

WHEREAS, **South Central** is agreeable to undertake the management services for the program under conditions satisfactory to the **City**; and

WHEREAS, **South Central** will report all activities for the program to the **City**;

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

I. PROJECT DESCRIPTION/STATEMENT OF WORK

A. Purpose of Project

The 2014 South Central Kingsport CDC project will conduct a program to improve employment assistance for low-income residents through the Riverview Employment Outreach Program located at 1140 Martin Luther King Dr., provide staffing for the South Central Neighborhood community programs.

B. Method of Operation

The programs will be available to residents of the South Central Kingsport Neighborhood consisting primarily of Block Group 2 and portion of Block Group 1 of Census tract 402 and a portion of Census Tract 407. The programs will be administered by **South Central**, which will provide staff support for record keeping, disbursement of funds and approval of participants.

C. Timetable and Budget For Completion of Activity

Community Development Block Grant funds in the amount of \$32,000 shall be available upon notification to the City by the Department of Housing and Urban Development (HUD) that its 2015/16 action plan is approved. Funds shall be used as follows:

Salaries	\$20,000
Contractual Services	\$12,000
TOTAL FOR GRANT	\$32,000

The term of this agreement will expire on June 30, 2016.

II. RECORDS AND REPORTS

A. In order to document the low and moderate income benefit required in 24 CFR 570.200(a)(2), **South Central** will maintain records that document all clients served by **South Central** with CDBG funds. In addition to records that document the number of clients served, **South Central** will also document each client's race, family size, annual household income, and whether or not the family is female headed.

- B. **South Central** will prepare and submit to the **City** on a monthly basis during the term of this contract a report describing the Subrecipient's progress in meeting the Statement of Work as stated in Article I and reflecting data described in Article II, Section A above.
- C. **South Central** will maintain books, records and documents in accordance with accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by the **City** under this Agreement.
- D. **South Central** will make all records/reports readily available for inspection by the **City**, U.S. Department of Housing and Urban Development, or any of their duly authorized representatives for the purpose of making audit, examination, excerpts and transcriptions.
- E. **South Central** will submit to the Board of Mayor and Aldermen a bi-annual report setting out how funds allocated by **City** to **South Central** assist in carrying out the **City's** Strategic Plan.

III. **PROGRAM INCOME**

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

IV. UNIFORM ADMINISTRATIVE AND OTHER REQUIREMENTS

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

In the execution of this contract, **South Central** will comply with the requirements and standards of OMB Circular No. A-87, "Principles for Determining Costs Applicable to Grants and Contracts with State, Local and Federally recognized Indian Tribal Governments". OMB Circular A-128, "Audits of State and Local Governments" (24 CFR 44), and with the following sections of 24 CFR 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments":

- 1. Section 85.3, "Definitions";
- 2. Section 85.6, "Exceptions";
- 3. Section 85.12, "Special Grant or Subgrant Conditions for 'High-Risk' Grantees";
- 4. Section 85.20, "Standards for Financial Management Systems", except paragraph (a);
- 5. Section 85.21, "Payment", except as modified by 24 CFR 570.513;
- 6. Section 85.22, "Allowable Costs";
- 7. Section 85.26, "Non-Federal Audits";
- 8. Section 85.32, "Equipment", except in all cases in which the equipment is sold, the proceeds shall be program income;
- 9. Section 85.33, "Supplies";
- 10. Section 85.34, "Copyrights";

11. Section 85.35, "Subawards to Debarred and Suspended Parties";
12. Section 85.36, "Procurement", except paragraph (a);
13. Section 85.37, "Subgrants";
14. Section 85.40, "Monitoring and Reporting Program Performance", except paragraphs (b) through (d) and paragraph (f);
15. Section 85.41, "Financial Reporting", except paragraphs (a), (b), and (e);
16. Section 85.42, "Retention and Access Requirements or Records";
17. Section 85.43, "Enforcement";
18. Section 85.44, "Termination for Convenience";
19. Section 85.51, "Later Disallowances and Adjustment"; and
20. Section 85.52, "Collection of Amounts Due".

V. REVERSION OF ASSETS

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

VI. SUSPENSION AND TERMINATION

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

- A. This agreement may be terminated by the **City** in accordance with this clause, in whole or from time to time in part, whenever **South Central** defaults in the performance of activities specified in this agreement and fails to cure such defaults within a period of fifteen (15) days or such longer period as the **City** and **South Central** will mutually agree provided that the **City** will serve notice of default in writing upon **South Central**.
- B. The **City** or **South Central** may terminate the grant in whole or in part when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds (termination for convenience). The parties will agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated.

VII. METHOD OF PAYMENT

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

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

CITY OF KINGSPORT

John Clark, Mayor

Date

ATTEST:

James H. Demming, City Recorder

Date

SOUTH CENTRAL KINGSPORT COMMUNITY DEVELOPMENT CORPORATION

Linda Calvert, Chairperson

Date

APPROVED AS TO FORM:

Michael Billingsley, City Attorney

Date

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

THIS AGREEMENT, made and entered into this 1st day of July 2015, by, between the City of Kingsport, Tennessee, a municipal corporation (hereinafter referred to as “the **City**”, and THE GREATER KINGSPORT ALLIANCE FOR DEVELOPMENT (hereinafter referred to as “**GKAD**”).

WITNESSETH

WHEREAS, the **City** is eligible to apply to the State of Tennessee under the Emergency Solutions Grant Program (ESG) for a grant of \$ 25,035, which funds may be distributed by the City, in whole or part, to eligible non-profit recipients for emergency shelter grant activities;

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

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

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

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

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

3. Grant funds will be administered in accordance with the requirements of the Final Rule of the United States Department of Housing and Urban Development as set forth in Part 576 of Title 24 of the Code of Federal regulations, and in accordance with all other applicable laws and regulations (including those of the Tennessee Housing Development Agency).
4. **GKAD** acknowledges and agrees that such grant funds cannot be used for religious activities.
5. **GKAD** will identify to the **City** the matching amounts or expenditures or in-kind support received from non-ESG sources.
6. **GKAD** will submit to the **City** invoices requesting reimbursement on a monthly basis.
7. **GKAD** will administer, in good faith, a policy designed to ensure that each assisted homeless facility is free from the illegal use, possession or distribution of drugs or alcohol by its beneficiaries.
8. **GKAD** will provide ongoing assistance to homeless persons in obtaining appropriate supportive service, including permanent housing, medical and mental health treatment, counseling, supervision, and other services essential for achieving independent living.
9. **GKAD** will submit to the Board of Mayor and Aldermen a bi-annual report setting out how funds allocated by **City** to **GKAD** assist in carrying out the **City's** Strategic Plan.
10. Reimbursement from grant funds for eligible activities will cover the period from July 1, 2015, through June 30, 2016.
11. Subcontracting – **GKAD** shall not assign this grant contract or enter into a subcontract for any of the services performed under this grant contract without obtaining the prior written approval of the **City** and the State of Tennessee. If such subcontracts are approved by the **City** and State of Tennessee, they shall contain, at a minimum, sections of this grant contract pertaining to Conflicts of Interest, Lobbying, Nondiscrimination, Public Accountability, and Public Notice (Sections 12, 13, 14, 15 and 16). Notwithstanding any use of approved subcontractors, **GKAD** shall be the prime contractor and shall be responsible for all work performed.
12. Conflicts of Interest – **GKAD** warrants that no part of the total grant amount shall be paid directly or indirectly to an employee or official of the **City** or State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent,

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

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

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

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

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

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

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

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

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

CITY OF KINGSPORT, TENNESSEE

John Clark, Mayor

ATTEST:

James H. Demming, City Recorder

Greater Kingsport Alliance for Development

Terry Cunningham, Executive Director

APPROVED AS TO FORM:

J. Michael Billingsley, City Attorney

AGREEMENT
BETWEEN
THE CITY OF KINGSPORT, TENNESSEE
AND
FAMILY PROMISE OF GREATER KINGSPORT

THIS AGREEMENT, made and entered into this 1st day of July 2015, by, between the City of Kingsport, Tennessee, a municipal corporation (hereinafter referred to as “the **City**”, and FAMILY PROMISE OF GREATER KINGSPORT (hereinafter referred to as “**Family Promise**”).

WITNESSETH

WHEREAS, the **City** is eligible to apply to the State of Tennessee under the Emergency Solutions Grant Program (ESG) for a grant of \$ 43,500, which funds may be distributed by the **City**, in whole or part, to eligible non-profit recipients for emergency shelter grant activities;

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

WHEREAS, **Family Promise** is an eligible recipient for ESG funds; and

WHEREAS, the **City** desires to apply for ESG funds to be administered by the **City** for the benefit of **Family Promise**.

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

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

3. Grant funds will be administered in accordance with the requirements of the Final Rule of the United States Department of Housing and Urban Development as set forth in Part 576 of Title 24 of the Code of Federal regulations, and in accordance with all other applicable laws and regulations (including those of the Tennessee Housing Development Agency).
4. **Family Promise** acknowledges and agrees that such grant funds cannot be used for religious activities.
5. **Family Promise** will identify to the **City** the matching amounts or expenditures or in-kind support received from non-ESG sources.
6. **Family Promise** will submit to the **City** invoices requesting reimbursement on a monthly basis.
7. **Family Promise** will administer, in good faith, a policy designed to ensure that each assisted homeless facility is free from the illegal use, possession or distribution of drugs or alcohol by its beneficiaries.
8. **Family Promise** will provide ongoing assistance to homeless persons in obtaining appropriate supportive services, including permanent housing, medical and mental health treatment, counseling, supervision, and other services essential for achieving independent living.
9. **Family Promise** will submit to the Board of Mayor and Aldermen a bi-annual report setting out how funds allocated by **City** to **Family Promise** assist in carrying out the **City's** Strategic Plan.
10. Reimbursement from grant funds for eligible activities will cover the period from July 1, 2015, through June 30, 2016.
11. Subcontracting – **Family Promise** shall not assign this grant contract or enter into a subcontract for any of the services performed under this grant contract without obtaining the prior written approval of the **City** and the State of Tennessee. If such subcontracts are approved by the **City** and State of Tennessee, they shall contain, at a minimum, sections of this grant contract pertaining to Conflicts of Interest, Lobbying, Nondiscrimination, Public Accountability, and Public Notice (Sections 12, 13, 14, 15 and 16). Notwithstanding any use of approved subcontractors, **Family Promise** shall be the prime contractor and shall be responsible for all work performed.
12. Conflicts of Interest – **Family Promise** warrants that no part of the total grant amount shall be paid directly or indirectly to an employee or official of the **City** or State of Tennessee as wages, compensation, or gifts in exchange for acting as an

officer, agent, employee, subcontractor, or consultant to **Family Promise** in connection with any work contemplated or performed relative to this grant contract.

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

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

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

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

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

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

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

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

CITY OF KINGSPORT, TENNESSEE

John Clark, Mayor

ATTEST:

James H. Demming, City Recorder

Family Promise of Greater Kingsport

Tim Carter, Executive Director

APPROVED AS TO FORM:

J. Michael Billingsley, City Attorney

AGREEMENT
BETWEEN
THE CITY OF KINGSPORT, TENNESSEE
AND
THE SALVATION ARMY

THIS AGREEMENT, made and entered into this 1st day of July 2015, by, between the City of Kingsport, Tennessee, a municipal corporation (hereinafter referred to as “the **City**”, and THE SALVATION ARMY, a Georgia corporation (hereinafter referred to as the “**Salvation Army**”).

WITNESSETH

WHEREAS, the **City** is eligible to apply to the State of Tennessee under the Emergency Solutions Grant Program (ESG) for a grant of \$ 43,500, which funds may be distributed by the City, in whole or part, to eligible non-profit recipients for emergency shelter grant activities;

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

WHEREAS, the **Salvation Army** is an eligible recipient for ESG funds; and

WHEREAS, the **City** desires to apply for ESG funds to be administered by the **City** for the benefit of **Salvation Army**.

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

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

3. Grant funds will be administered in accordance with the requirements of the Final Rule of the United States Department of Housing and Urban Development as set forth in Part 576 of Title 24 of the Code of Federal regulations, and in accordance with all other applicable laws and regulations (including those of the Tennessee Housing Development Agency).
4. **Salvation Army** acknowledges and agrees that such grant funds cannot be used for religious activities.
5. **Salvation Army** will identify to the **City** the matching amounts or expenditures or in-kind support received from non-ESG sources.
6. **Salvation Army** will submit to the **City** invoices requesting reimbursement on a monthly basis.
7. **Salvation Army** will administer, in good faith, a policy designed to ensure that each assisted homeless facility is free from the illegal use, possession or distribution of drugs or alcohol by its beneficiaries.
8. **Salvation Army** will provide ongoing assistance to homeless persons in obtaining appropriate supportive service, including permanent housing, medical and mental health treatment, counseling, supervision, and other services essential for achieving independent living.
9. **Salvation Army** will submit to the Board of Mayor and Aldermen a bi-annual report setting out how funds allocated by **City** to **Salvation Army** assist in carrying out the **City's** Strategic Plan.
10. Reimbursement from grant funds for eligible activities will cover the period from July 1, 2015, through June 30, 2016.
11. Subcontracting – **Salvation Army** shall not assign this grant contract or enter into a subcontract for any of the services performed under this grant contract without obtaining the prior written approval of the **City** and the State of Tennessee. If such subcontracts are approved by the **City** and State of Tennessee, they shall contain, at a minimum, sections of this grant contract pertaining to Conflicts of Interest, Lobbying, Nondiscrimination, Public Accountability, and Public Notice (Sections 12, 13, 14, 15 and 16). Notwithstanding any use of approved subcontractors, **Salvation Army** shall be the prime contractor and shall be responsible for all work performed.
12. Conflicts of Interest – **Salvation Army** warrants that no part of the total grant amount shall be paid directly or indirectly to an employee or official of the **City** or State of Tennessee as wages, compensation, or gifts in exchange for acting as an

officer, agent, employee, subcontractor, or consultant to **Salvation Army** in connection with any work contemplated or performed relative to this grant contract.

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

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

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

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

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

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

16. Public Notice – All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by **Salvation Army** shall include the statement, “This project is funded under an agreement with the **City of Kingsport** and State of Tennessee.” Any such notices by **Salvation Army** shall be approved by the **City** and State.

17. By executing this agreement, each party represents its respective governing body had duly approved the terms of this agreement and has authorized its execution by the officer signing below.

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

CITY OF KINGSPORT, TENNESSEE

John Clark, Mayor

ATTEST:

James H. Demming, City Recorder

THE SALVATION ARMY, A GEORGIA CORPORATION

David Mothershed, Assist. Treasurer

APPROVED AS TO FORM:

J. Michael Billingsley, City Attorney



AGENDA ACTION FORM

Amend Agreement with TDOT for Portable Camera Equipment Purchase

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

Action Form No.: AF-267-2015
 Work Session: October 5, 2015
 First Reading: N/A

Final Adoption: October 6, 2015
 Staff Work By: M. Thompson / T. Elsea
 Presentation By: Ryan McReynolds

Recommendation:

Approve the Resolution.

Executive Summary:

In July 2014 we entered into an Agreement with TDOT (AF-136-2014) for the purchase of portable camera equipment. This camera will be used at various intersections around the City assisting with data collection, and also for coordination of signal timing updates.

The Agreement with TDOT originally indicated the purchase of this equipment would be funded 100% through MTPO STP funding source at an estimated cost of \$50,000.00. TDOT's initial Agreement referenced 100% funding for this purchase, however upon further investigation in relation to federal requirements, TDOT has determined this purchase is ineligible for 100% federal funding.

We request amending the Agreement specifying the funding for the portable camera equipment purchase as 80% (Federal funds) and 20% (Local funds). Funding is identified and available in MPO15B and GP1415 for this purchase. TDOT – Agreement Number: 140083; Project Identification Number: 120468.00; Federal Project Number: STP-M-9108(45); State Project Number: 82LPLM-F3-054.

Attachments:

1. Resolution
2. Amendment to Agreement (3 pgs)

Funding source appropriate and funds are available: 

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AMENDMENT 1 TO AGREEMENT NO. 140083 WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR THE PORTABLE CAMERA PURCHASE; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

WHEREAS, in July, 2014, the board approved a resolution authorizing the mayor to sign an agreement with the Tennessee Department of Transportation (TDOT) to purchase portable camera equipment; and

WHEREAS, since the time of that approval, TDOT has determined this purchase is not eligible for 100% federal funding; and

WHEREAS, the city would like to amend the agreement, specifying the funding for the portable camera equipment purchase as 80% Federal funds and 20% Local funds.

WHEREAS, funding is identified and available in MPO15B and GP1415 for this purchase.

Now therefore,

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

SECTION I. That Amendment 1 to Agreement No. 140083 with the Tennessee Department of Transportation is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized 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 Amendment 1 to Agreement No. 140083 with the Tennessee Department of Transportation and all other documents necessary and proper to effectuate the purpose of the agreement or this resolution, said amendment being generally as follows:

Amendment Replacing Previous Exhibit A	
Amendment Number:	1
Agreement Number:	140083
Project Identification Number:	120468.00
Federal Project Number:	STP-M-9108(45)
State Project Number:	82LPLM-F3-054

FOR IMPLEMENTATION OF SURFACE TRANSPORTATION PROGRAM ACTIVITY
THIS AGREEMENT AMENDMENT is made and entered into this _____ day of _____, 20__
by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency
of the State of Tennessee (hereinafter called the "Department") and the City of Kingsport (hereinafter
called the "Agency") for the purpose of providing an understanding between the parties of their
respective obligations related to the management of the project described as:
Portable Camera Equipment Purchase
The language of AGREEMENT # 140083 dated July 18, 2014 Exhibit A is hereby deleted in its
entirety and replaced with the attached Exhibit A for Amendment 1.
All provisions of the original contract not expressly amended hereby shall remain in full force and
effect.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

Amendment Replacing Previous Exhibit A

EXHIBIT "A" for Amendment 1

CONTRACT #: 140083
PROJECT IDENTIFICATION #: 120468.00 FEDERAL PROJECT #: STP-M-9108(45) STATE
PROJECT #: 82LPLM-F3-054

PROJECT DESCRIPTION: Portable Camera Equipment Purchase
CHANGE IN COST: Cost hereunder is controlled by the figures shown in the TIP and any amendments, adjustments or changes thereto.

TYPE OF WORK: Other

PHASE	FUNDING SOURCE	FED%	STATE %	LOCAL%	ESTIMATED COST
Construction	L-STP	80	0	20	\$50,000.00

INELIGIBLE COST: One hundred percent (100%) of the actual cost will be paid from Agency funds following expenditure of the most recently approved TIP cost or if the use of said federal funds is ruled ineligible at any time by the Federal Highway Administration.

TDOT ENGINEERING SERVICES (TDOT ES): In order to comply with all federal and state laws, rules, and regulations, the TDOT Engineering Services line item in Exhibit A is placed there to ensure that TDOT's expenses associated with the project during construction are covered. The anticipated TDOT expenses include but are not necessarily limited to Construction Inspection and Material and Testing Expenses (Quality Assurance Testing).

LEGISLATIVE AUTHORITY: STP: 23 U.S.C.A, Section 133, Surface Transportation Program funds allocated or subject to allocation to the Agency.

For federal funds included in this contract, the CFDA Number is 20.205, Highway Planning and Construction funding provided through an allocation from the US Department of Transportation
[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 6th day of October, 2015.

JOHN CLARK, MAYOR

ATTEST:

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

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

Amendment Number: 1

Agreement Number: 140083

Project Identification Number: 120468.00

Federal Project Number: STP-M-9108(45)

State Project Number: 82LPLM-F3-054

**FOR IMPLEMENTATION OF SURFACE TRANSPORTATION
PROGRAM ACTIVITY**

THIS AGREEMENT AMENDMENT is made and entered into this _____ day of _____, 20__ by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and the City of Kingsport (hereinafter called the "Agency") for the purpose of providing an understanding between the parties of their respective obligations related to the management of the project described as:

Portable Camera Equipment Purchase

The language of AGREEMENT # 140083 dated July 18, 2014 Exhibit A is hereby deleted in its entirety and replaced with the attached Exhibit A for Amendment 1.

All provisions of the original contract not expressly amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

CITY OF KINGSPORT

**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

By: _____
John Clark
Mayor

Date

By: _____
John C. Schroer
Commissioner

Date

**APPROVED AS TO
FORM AND LEGALITY**

**APPROVED AS TO
FORM AND LEGALITY**

By: _____
Mike Billingsley
City Attorney

Date

By: _____
John Reinbold
General Counsel

Date

EXHIBIT "A" for Amendment 1

TRACT #: 140083

PROJECT IDENTIFICATION #: 120468.00

FEDERAL PROJECT #: STP-M-9108(45)

STATE PROJECT #: 82LPLM-F3-054

PROJECT DESCRIPTION: Portable Camera Equipment Purchase**CHANGE IN COST:** Cost hereunder is controlled by the figures shown in the TIP and any amendments, adjustments or changes thereto.**TYPE OF WORK:** Other

PHASE	FUNDING SOURCE	FED %	STATE %	LOCAL %	ESTIMATED COST
CONSTRUCTION	L-STP	80	0	20	\$50,000.00

INELIGIBLE COST: One hundred percent (100%) of the actual cost will be paid from Agency funds following expenditure of the most recently approved TIP cost or if the use of said federal funds is ruled ineligible at any time by the Federal Highway Administration.**TDOT ENGINEERING SERVICES (TDOT ES):** In order to comply with all federal and state laws, rules, and regulations, the TDOT Engineering Services line item in Exhibit A is placed there to ensure that TDOT's expenses associated with the project during construction are covered. The anticipated TDOT expenses include but are not necessarily limited to Construction Inspection and Material and Testing Expenses (Quality Assurance Testing).**LEGISLATIVE AUTHORITY:** STP: 23 U.S.C.A, Section 133, Surface Transportation Program funds allocated or subject to allocation to the Agency.

For federal funds included in this contract, the CFDA Number is 20.205, Highway Planning and Construction funding provided through an allocation from the US Department of Transportation.



AGENDA ACTION FORM

Riverbend Redevelopment Plan and Tax Increment Financing Amendment for the Riverbend Project Area

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

Action Form No.: AF-264-2015
 Work Session: October 5, 2015
 First Reading: N/A
 Final Adoption: October 6, 2015
 Staff Work By: Lynn Tully, AICP
 Presentation By: Lynn Tully, AICP

Recommendation:

Approve the Resolution as proposed and recommend that the same be approved by the Board of Commissioners of Sullivan County.

Executive Summary:

The Board of Mayor and Alderman has previously approved the Redevelopment Plan for Identified Districts and Study Areas, as prepared by the Kingsport Housing & Redevelopment Authority, and various amendments over the years. At its September 23, 2015 meeting the KHRA Board determined the necessity for adoption of a Tax Increment Financing Amendment for the Riverbend Redevelopment District. The current project lies within the development district and is therefore eligible for Tax Increment Financing.

The request is for approximately \$2.0million in increment financing for the completed project over 15 years. The project includes 265 apartment units in a mix of one, two, and three bedroom units. Amenities included are garages, clubhouse and pool facilities. The project could collect a total of almost \$4million in taxes over 20 years upon development. The proposal includes one third of the available tax increment to be retained by KHRA for future development of the adjacent park property. Additionally, a minimum of 35% of the available County tax increment will be retained for the general fund.

KHRA held a public hearing on August 12, 2015, and approved the addition of the Riverbend Redevelopment District to the Redevelopment Plan and also approved the Tax Increment Financing Amendment. KHRA recommended the latest version on September 23, 2015 and has endorsed that to the Board of Mayor and Alderman.

Attachments:

1. Resolution to Approve Tax Increment Financing Amendment for the Riverbend Redevelopment District-Riverbend Project Area
2. Exhibit A – TIF Amendment Agreement
3. Record of KHRA Action

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

RESOLUTION NO. _____

A RESOLUTION APPROVING THE RIVERBEND
REDEVELOPMENT PLAN AND TAX INCREMENT FINANCING
AMENDMENT

WHEREAS, the board has previously approved the *Redevelopment Plan for Identified Districts and Study Areas* and various amendments thereto for the city; and

WHEREAS, Kingsport Housing & Redevelopment Authority ("KHRA") held a public hearing on August 12, 2015, to determine the necessity for adding a new Redevelopment District known as Riverbend to the Redevelopment Plan and adoption of a Tax Increment Financing Amendment for the Riverbend Redevelopment District; and

WHEREAS, at its regular meeting on September 15, 2015, by Resolution No. 2016-051 the board approved adding the Riverbend Redevelopment District to the Redevelopment Plan; and

WHEREAS, in that same resolution the board approved a Tax Increment Financing Amendment for the Riverbend Redevelopment District contingent on the approval of the same by the Sullivan County Commission; and

WHEREAS, at its regular meeting on September 21, 2015, the Sullivan County Commission approved a version of the Tax Increment Financing Amendment for the Riverbend Redevelopment District, different from the one approved by the board on September 15, 2015; and

WHEREAS, the version of the Tax Increment Financing Amendment for the Riverbend Redevelopment District was approved by the Sullivan County Commission is attached hereto as Exhibit A; and

WHEREAS, KHRA has recommended that the board of mayor and alderman approve the Tax Increment Financing Amendment; and

WHEREAS, the board of mayor and alderman has reviewed the record of said public hearing, and the Tax Increment Financing Amendment, including the provisions therein for tax increment financing, and desires to approve the same.

Now therefore,

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

SECTION I. That the Tax Increment Financing Amendment for the Riverbend Redevelopment District attached hereto as Exhibit A and incorporated herein by reference, is hereby approved, the factual findings herein are hereby affirmed and adopted and the city recorder is directed to file a copy thereof as an official record of the city.

SECTION II. That the use of tax increment financing in support of a redevelopment project known as Riverbend Villas as described in the Tax Increment Financing Amendment for the Riverbend Redevelopment District, attached hereto as Exhibit A and incorporated herein by reference, is hereby approved.

SECTION III. That KHRA is hereby authorized and empowered to implement the Tax Increment Financing Amendment for the Riverbend Redevelopment District on behalf of the City of Kingsport, Tennessee.

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 6th day of October, 2015.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

EXHIBIT A TO RESOLUTION _____

**RIVERBEND REDEVELOPMENT DISTRICT
TAX INCREMENT FINANCING AMENDMENT**

Tax-increment financing (“TIF”) is a redevelopment tool to be administered by housing and redevelopment authorities codified at Tenn. Code Ann. §§13-20-204 and 205, et. seq. The purpose of TIF is to provide an economic stimulus for blighted property in need of redevelopment. Upon adoption of this Amendment, TIF may be utilized to finance eligible redevelopment costs for a redevelopment project known as Riverbend Villas (“Riverbend Villas”) to be located within the newly created Riverbend Redevelopment District subject to the provisions of this Amendment. The TIF shall be administered as follows:

A. District History.

The property on which Riverbend Villas will be located is the property adjacent to Wal-Mart on Fort Henry Drive which has remained mostly undeveloped in spite of commercial activity around it. The Riverbend Redevelopment District is shown on the map attached as Exhibit One (“Project Area”). The Project Area consists of approximately 23.33 acres which includes two structures for which permits were issued with no inspections beyond foundation and construction was never completed. The two shell buildings have been in existence since 2008 with no utilities hooked up to the structures and no maintenance since that time. The structures were never sealed to the elements and have shown extreme deterioration to the point of demolition by neglect. Much of the property within the Project Area was graded with little to no control of erosion from the site. The property was cited for violations on several occasions. No progress has been made on the abandoned development for several years. This condition has not only negatively affected development in the nearby areas but has allowed harboring of nuisance animals and shows general signs of neglect. In order to combat these issues for the site it is proposed that the Project Area be designated as the Riverbend Redevelopment District and be afforded all tax incentives as appropriate to encourage new land uses in the area.

The Project Area is recognized as having a potential economic return to the City and County primarily due to its desirable location near Fort Henry Drive. Delay of the redevelopment of this site will continue to have a deteriorative impact on the adjacent commercial areas. The use of TIF will allow the redevelopment of a well-located site which has previously been underutilized. The existing blight, dilapidated structures and negative impact on surrounding areas would all be remediated or eliminated by implementation of the proposed Redevelopment Project. Redevelopment of this area would also provide the opportunity to help alleviate the existing shortage of market rate apartment units available for rent in the Kingsport and Sullivan County markets. Available apartment units also assist area businesses in recruiting new employees to the area who will both work and live in Kingsport and Sullivan County.

Based on the foregoing circumstances and conditions, the Board of Commissioners of KHRA has determined that the District is blighted as defined by TCA 13-20-201 et seq. The District experiences the following conditions:

1. Long-term vacant and underutilized property.
2. Dilapidated structures which continue to decay due to improper construction and lack of utilities and maintenance.
3. The continued deterioration of the property due to unfinished grading and erosion control and negative impact to the surrounding properties.

It is recommended that the project be redeveloped, rehabilitated and/or renovated in order to correct such blighted, deteriorated and dilapidated conditions.

B. District Zoning and Land Use.

The redevelopment of the District shall comply with the Zoning Ordinances and building codes as well as other applicable rules, laws, ordinances, codes and regulations of the City. KHRA shall also review the Plan and any redevelopment projects within the District with appropriate City agencies and officials to ensure that the Plan and the proposed redevelopment activities conform with local objectives relating to appropriate land uses, improved traffic flow, public transportation, public utilities, recreation and community facilities and other public improvements and needs. For a more complete description of the requirements and restrictions of the Zoning Ordinances of the City, reference should be made to the Ordinances themselves. This property should continue to be zoned B-4P (Planned Business District) by the City of Kingsport.

The City and KHRA will cooperate in the planning and construction of improvements to the streets, roadways, sidewalks, curbs and gutters, parking systems, lighting, landscaping and traffic signalization and control.

C. Estimated Cost of the Project.

The total estimated costs of all the proposed improvements to be made by Riverbend Villas Apartments, LLC (the "Developer") for Riverbend Villas, is \$20,417,793.00. The proposed improvements include removal of the existing asphalt, utility and site work and construction of 266 units of 1, 2 and 3 bedroom apartments plus stand alone garages, clubhouse, pool, storage spaces and other related amenities (the "Redevelopment Project"). In addition, one-third of the tax increment financing loan proceeds will be dedicated to the design and development of a City owned 13 acre riverfront park and recreation area along the Holston River which will be for the benefit of all City and County residents. KHRA will be paid an annual administration fee equal to five percent of the total annual tax increment revenue received by KHRA. The Project will be located upon portions of Sullivan County Tax Map 077H, Control Map 077H, Group C, Parcel 002.00, 002.05 and 002.15 which are the sole tax parcels within the Project Area. The TIF shall be limited to eligible expenditures for the Redevelopment Project within the Project Area.

D. Sources of Revenue to Finance the Cost of the Project.

The primary sources of revenue to pay for the Redevelopment Project are proceeds in the amount of \$16,334,234.00 from a permanent loan to the Developer, Developer investment of \$2,750,226.00, and tax-increment based debt (to be issued by the KHRA in the form of bonds, notes, or other indebtedness) in an amount not to exceed \$2,000,000.00, but in no event in an amount to exceed the estimated amount of debt that can be amortized over the 15 year increment periods which are hereby authorized by City of Kingsport (the "City") and Sullivan County, Tennessee (the "County"). The actual available TIF loan proceeds shall be allocated one-third to support the City park project and two-thirds to support the Riverbend Villas project. Current projections suggest that the tax increment from the proposed improvements within the Project Area will be sufficient to retire this amount of indebtedness within a fifteen year amortization period for both the City and the County.

The total current property tax assessment for the Project Area is \$199,800.00. This results in annual property tax payments to the City in the amount of \$4,135.86 and annual property tax payments to the County in the amount of \$5,145.65. The Redevelopment Project would result in a total estimated assessed value for property within the Project Area of \$7,000,000.00. Based on current tax rates, this would result in total estimated annual city taxes of \$144,900.00 and total estimated annual county taxes of \$180,278. Because Sullivan County has dedicated \$0.2344 of its \$2.5754 tax rate for repayment of indebtedness and the City of Kingsport has dedicated \$0.36 of its \$2.07 tax rate for repayment of indebtedness, that portion of the increment, pursuant to Tenn. Code Ann. §§13-20-205 and 9-23-103, shall not be allocated as provided in Paragraph G below but shall be collected and paid to the respective taxing agency as all other property taxes are collected and paid. Thus, the estimated total available increment from Sullivan County taxes after the administration fee and statutory debt service set aside is \$151,233.05 The estimated total available increment from City of Kingsport taxes after the administration fee and statutory debt service set aside is \$110,469.25 resulting in an estimated total annual available tax increment from City and County of \$261,702.30. A detailed calculation of these estimated projections is attached hereto as Exhibit Two. The redevelopment of the Project Area will not occur to the degree proposed without the use of tax-increment financing.

E. Amount and the Final Maturity of Bonded or other Indebtedness to be Incurred.

The amortization period for any indebtedness backed by the tax-increment revenue generated within the Project Area shall be no more than fifteen years from the date of issuance of the debt. In any event, the final maturity date of all indebtedness issued pursuant to this Amendment shall be on or before May 15, 2033. Upon retirement of all bonds, loans, or other indebtedness incurred and payable from tax-increment funds, or at such time as monies on deposit in the tax-increment fund or funds are sufficient for such purpose, all property taxes resulting from the incremental development of the project shall be retained by the appropriate taxing agency for disbursement according to law.

F. Impact of the Tax-Increment Financing Provisions Upon Taxing Agencies.

The total assessment of the City of Kingsport's real property tax base for the 2013 tax year is approximately \$1,263,075,815.00. The total assessment of Sullivan County's real property tax base for the 2013 tax year is approximately \$2,990,802,295.00. The current

assessment of the Project Area represents 0.00016% of the City of Kingsport's property tax base and 0.00007% of the Sullivan County property tax base. The estimated assessment of the Proposed Improvements would represent 0.0055% of the current City of Kingsport tax base and 0.00234% of the current Sullivan County tax base. Based on these small percentages, the City and the County (the two taxing agencies affected by this Redevelopment Project) will not be substantially impacted financially by this tax-increment financing provision.

The development of the Redevelopment Project will result in additional residents and economic activity within the Redevelopment District. It is estimated as many as 200 new local jobs could be created during the construction phase of the Redevelopment Project which would result in approximately \$14,000,000 in salaries over the course of the project and approximately \$3,000,000.00 in local taxes and other revenue for local governments. In addition, the long term impact includes the addition of residents to our communities which means approximately 75 new local jobs which creates approximately \$3,000,000.00 in local income and \$600,000 in local taxes and other revenue for local governments. While all these numbers rely on certain assumptions and projections, the end result of the Redevelopment Project is that a need for market rate rental housing has been met and the City and County will receive a substantial economic boost.

G. Division of Property Taxes.

Upon approval of this Amendment, the taxes levied and collected over the Project Area shall be collected by the appropriate taxing authorities in the same manner as provided by law, except that said taxes shall be divided as follows:

1. The portion of the taxes which would be produced by the rate at which the tax is levied each year by each taxing agency, upon the assessed value of such property within the Project Area as of the 2015 tax year (which is the year of approval of this TIF amendment) ("Base Assessment"), shall be allocated to, and when collected, shall be paid to, the respective taxing agencies as taxes levied by such taxing agencies on all other property are paid; provided, that in any year in which taxes of the Project Area are less than the Base Assessment and the Dedicated Taxes, there shall be allocated and paid to those respective taxing agencies only those taxes actually imposed and collected; and provided further, that, in any year or years in which the Base Assessment would be diminished solely due to a rate reduction under Title 67, Chapter 5, Part 17, of the Tennessee Code, the Base Assessment shall nevertheless be established at the amount originally determined.

2. Subject to the restraints herein and applicable law, all of the City of Kingsport taxes levied in each year in excess of the Base Assessment and Dedicated Taxes shall be allocated to and, when collected, shall be paid into a special fund or funds of KHRA to pay the administration fee and to pay the principal of and interest on any bonds, loans or other indebtedness incurred or to be incurred by KHRA to finance or refinance, in whole or in part, eligible redevelopment expenses of the Redevelopment Project contemplated by the Redevelopment Plan, and such other expenses as may be allowed by law.

3. Subject to the restraints herein and applicable law, sixty five percent (65%) of the Sullivan County taxes levied in each year in excess of the Base Assessment and Dedicated Taxes shall be allocated to and, when collected, shall be paid into a special fund or funds of KHRA to pay the administration fee and to pay the principal of and interest on any bonds, loans or other indebtedness incurred or to be incurred by KHRA to finance or refinance, in whole or in part, eligible redevelopment expenses of the Redevelopment Project contemplated by the Redevelopment Plan, and such other expenses as may be allowed by law. The remaining thirty five percent (35%) of the Sullivan County taxes levied in each year in excess of the Base Assessment and Dedicated Taxes shall be allocated to and, when collected, shall be paid to Sullivan County in the same manner as taxes on all other property are paid.

4. Upon retirement of all bonds, loans or other indebtedness incurred by KHRA and payable from such special fund or funds, or at such time as monies on deposit in such special fund or funds are sufficient for such purpose, all taxes levied each year in excess of the Base Assessment and Dedicated Taxes shall, when collected, be paid to the respective taxing agency as taxes levied by such taxing agencies on all other property are paid, and KHRA shall give notice to all affected taxing agencies of such retirement. Excess taxes beyond amounts necessary to fund or reserve for eligible expenditures may be applied to principal and interest of debt incurred to finance such eligible expenditures or shall revert to the taxing agency general fund. In any event, the division of property taxes required by this document shall not continue for any tax year beyond 2032.

H. Property Tax Assessments and Collection.

1. The appropriate assessor shall, in each year during the period in which taxes are to be allocated to KHRA pursuant to Paragraph G, compute and certify the net amount, if any, by which the current assessed value of all taxable property located within the Project Area which is subject to taxation by the particular taxing agency exceeds the base assessment. The net amount of any such increase is referred to in this subdivision as the incremental value for that particular year.

2. In any year in which there exists a tax increment to be allocated to KHRA, the appropriate assessor shall exclude it from the assessed value upon which the appropriate assessor computes the tax rates for taxes levied that year by the taxing agency. However, the assessor shall extend the aggregate tax rate of such taxes against the Base Assessment and the incremental value and shall apply the taxes collected there from as provided herein.

3. If in any year property comprising a portion of the Project Area shall be removed from the tax rolls of a taxing agency, the Base Assessment for the Project Area shall be reduced by the amount of the Base Assessment allocable to the property so removed for each subsequent year in which taxes are to be allocated to a particular authority pursuant to the above provisions.

I. Documentation for Assessor's Office.

Upon approval of this Amendment, KHRA shall transmit to the assessor of property and the chief financial officer for each taxing agency affected, a copy of the description of all land within the Project Area (including tax parcel numbers), the date or dates of the approval of the redevelopment plan or amendment thereto, a copy of the resolution approving the redevelopment plan or approving an Amendment thereto, a map or plat indicating the boundaries of such property and the Base Assessment with respect to the Project Area, and taxes shall thereafter, when collected, be allocated and paid in the manner provided herein.

J. Excluded Taxes.

Notwithstanding anything to the contrary in this section, taxes levied upon property subject to tax-increment financing provisions by any taxing agency for the payment of principal of and interest on all bonds, loans or other indebtedness of such taxing agency, and taxes levied by or for the benefit of the State of Tennessee (herein "Dedicated Taxes"), shall not be subject to allocation as provided in Paragraph E but shall be levied against the property and, when collected, paid to such taxing agency as taxes levied by such taxing agency on all other property are paid and collected.

K. Interpretation.

This tax-increment financing amendment is being proposed pursuant to *Tenn. Code Ann. § 13-20-201, et. seq.* and *Tenn. Code Ann. § 9-23-101, et. seq.* and all relevant provisions are hereby incorporated herein by reference. All provisions of this Amendment shall be construed in a manner consistent with said Code sections.

L. Conditions of Tax-Increment.

KHRA shall enter into a redevelopment agreement with Developer which requires Developer to pursue and complete the Redevelopment Project in a diligent manner, and in accordance with plans and specifications approved by KHRA. The redevelopment agreement to be entered into between KHRA and Developer shall contain such terms as KHRA believes reasonably necessary to accomplish this purpose. The redevelopment agreement shall also prohibit the Project from accepting or otherwise benefiting from state or federal low income housing subsidies such as Section 8 or low income housing tax credits while any TIF Indebtedness related to this Project remains unpaid.

EXHIBIT ONE

MAP OF RIVERBEND REDEVELOPMENT DISTRICT

EXHIBIT TWO

TIF ESTIMATE
RIVERBEND REDEVELOPMENT DISTRICT

Total Original Assessed Value	\$199,800.00
County Tax Rate	2.5754
City Tax Rate	2.07
Total Proposed Assessed Value	\$7,000,000.00
County Debt Service Set Aside	0.2344
City Debt Service Set Aside	0.36
Total Proposed County Taxes	\$180,278.00
Current County Taxes	\$5,145.65
Proposed County Increment	\$175,132.35
County Debt Service Set Aside	\$15,939.67
Total Available County Increment	\$159,192.68
Net County Increment after Fee	\$151,233.05
Total Proposed City Taxes	\$144,900.00
Current City Taxes	\$4,135.86
Proposed City Increment	\$140,764.14
City Debt Service Set Aside	\$24,480.72
Total Available City Increment	\$116,283.42
Net City Increment After Fee	\$110,469.25
Net Available City and County Increment	\$261,702.30

GENERAL CERTIFICATE

I, Maria Catron DO HEREBY CERTIFY as follows:

1. I am the duly appointed, qualified, and acting Assistant Secretary of the Kingsport Housing & Redevelopment Authority (herein called the "Local Agency"). In such capacity, I am custodian of its records and am familiar with its organization, membership and activities.

2. The proper and correct corporate title of the Local Agency is the Kingsport Housing & Redevelopment Authority.

3. The Local Agency was duly created pursuant to the authority of the Constitution and statutes of the State of Tennessee, including, particularly, Sullivan County, and was duly organized on the 28th day of February, 1939; and since the date of its organization, the Local Agency has continued to exist without interruption in the performance of its public corporate purposes.

4. The names and dates of election or appointment, and the dates of the beginning and ending of terms of office, of the members of the governing body of the Local Agency and of its principal officers are as follows:

<u>Name and Officer(s)</u>	<u>Date of Election or Appointment</u>	<u>Date of Commencement of Term of Office</u>	<u>Date of Expiration of Term of Office</u>
David A Jennings Commissioner	08/02/05	08/02/05	03/01/18
Larry Estep Vice Chair	03/15/14	04/01/14	03/01/19
John L VandeVate Commissioner	08/17/90	08/17/90	03/01/17
Linda Calvert Chair	10/05/04	10/05/04	03/01/15
Sandra Bly Commissioner	03/01/11	03/01/11	03/01/16

5. Each of the above named officers required to do so has duly taken and filed his oath of office and each of them legally required to give bond or undertaking has filed such bond or undertaking in form and amount as required by law and has otherwise duly qualified to act in the official capacity above designated, and each is the acting officer holding the respective office or offices stated beside his name.

6. None of the above-named officers is ineligible to hold or disqualified from holding, under the provisions of applicable law, the respective office, specified above, which he holds.

7. None of the above-named Commissioners is an officer or employee of the City of Kingsport.

8. Since April 27, 1999, there have been no changes in or amendments to the charter, by-laws, ordinances, resolutions, or proceedings of the Local Agency with respect to:

- (a) The time and place of and other provisions concerning regular meetings of the Local Agency;
- (b) The provisions concerning the calling and holding of special meetings of the Local Agency and the business which may be taken up at such meetings;
- (c) The requirements concerning a quorum;
- (d) The manner in which the charter or by-laws of the Local Agency may be amended;
- (e) The requirements regarding the introductions, passage, adoption, approval, and publication of resolutions, ordinances, or other measures, relating to the approval and execution of contracts and the authorization, award, execution, or issuance of bonds, notes, and other obligations of the Local Agency;
- (f) The officers required to sign, countersign, or attest contracts, bonds, notes, and other obligations of the Local Agency;
- (g) The office of the Local Agency; or
- (h) The seal of the Local Agency;

except as follows:

RESOLUTION 92-16

ARTICLE II - OFFICERS

SECTION 6. **Election or Appointment.** The Chairman and Vice-Chairman shall be elected at the March meeting of the Board of Commissioners of the Authority, and shall hold office for one year or until their successors are elected or qualified.

RESOLUTION 2007-30

ARTICLE III - MEETINGS

SECTION 1. **Annual Meeting.** The annual meeting of the Board of Commissioners of the Authority shall be held on the fourth Wednesday in May following the regular meeting. In the event such date shall fall on a legal holiday, the annual meeting shall be rescheduled.

SECTION 2. **Regular Meeting.** The time of the regular meeting shall be set at the annual meeting unless changed by proper resolution. Monthly meetings shall be held without notice to the Commissioners at the Conference Room in the Administration Building, 906 East Sevier Avenue Kingsport, TN on the fourth Wednesday of each month; unless the same shall be a legal holiday in which event said meeting shall be rescheduled.

SECTION 6. **Manner of Voting.** The voting on all questions coming before the Board of the Authority that are not unanimous shall be by roll call, and the ayes and nays shall be entered upon the minutes of each meeting.

RESOLUTION 2015-31

SECTION 1. **Officers.** The officers of the Authority shall be a Chair, a Vice Chair, and a Secretary-Treasurer, and an Assistant Secretary-Treasurer.

9. The seal impressed below, opposite my signature, is the duly adopted, proper, and only official corporate seal of the Local Agency.

IN WITNESS WHEREOF, I have hereunto set my hand and the duly adopted official seal of the Local Agency this 29th day of September 2015.



Maria Catron

Assistant Secretary

(Title)

[SEAL]

CERTIFICATE OF RECORDING OFFICER

I, Maria Catron the duly appointed, qualified and acting Assistant Secretary of Kingsport Housing & Redevelopment Authority, do hereby certify that the attached extract from the minutes of the Regular meeting of the Board of Directors, held on September 23, 2015 is a true and correct copy of the original minutes of such meeting on file and of record insofar as they relate to the matters set forth in the attached extract, and I do further certify that each Resolution appearing in such extract is a true and correct copy of a Resolution adopted at such meeting and on file and of record.

IN TESTIMONY WHEREOF, I have hereunto set my hand and the seal of the Kingsport Housing & Redevelopment Authority this 29th day of September 2015.



Maria Catron, Assistant Secretary

(SEAL)

EXTRACT FROM MINUTES OF MEETING

Extract from the minutes of a regular meeting of the Board of Commissioners of the Kingsport Housing & Redevelopment Authority held on the 29th day of September 2015.

The Board of Commissioners of the Kingsport Housing & Redevelopment Authority met in a regular meeting at Dogwood Terrace Community Center, 1921 Bowater Drive in the City of Kingsport, Tennessee at the place, hour and date duly established for the holding of such meeting.

The Chair called the meeting to order and on roll call the following answered present:

- Chair Linda Calvert
- Vice Chair, Larry Estep
- Commissioner Sandra Bly
- Commissioner Tony Jennings

RESOLUTION 2015-53

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE KINGSPORT HOUSING AND REDEVELOPMENT AUTHORITY adopts the modified Redevelopment Plan and Tax Increment Financing Amendment for the Riverbend Development District. (Full Board Resolution Attached.)

Commissioner Jennings moved with a second by Commissioner Estep that the above resolution be adopted. The motion carried.

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AGENDA ACTION FORM

Application and Acceptance of Contract with TDOT for Federal and State Transportation Planning Funds for MTPO

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

Action Form No.: AF-261-2015
Work Session: October 5, 2015
First Reading: N/A
Final Adoption: October 6, 2015
Staff Work By: Bill Albright
Presentation By: Bill Albright

Recommendation:
Approve the Resolution.

Executive Summary:
Annually the City of Kingsport, on behalf of the Kingsport Metropolitan Transportation Planning Organization (MTPO), receives an appropriation of "Section 5303 Planning" funds from the Federal Transit Administration via the Tennessee Department of Transportation (TDOT). These funds are authorized through the Kingsport MTPO and are used for planning and development of the City's Multi-Modal (Public Transit, Pedestrian, and Bikeway) Programs and Projects. The program allocation is based on a formula of 80% Federal, 10% State, and 10% Local match. The contract amount is for \$46,835 (Federal and State) and requires a Local match of \$5,204, which has already been allocated in the budgeting process. With Federal, State, and Local contributions, the total grant is \$52,039.

Attachments:
1. Resolution
2. Contract

Funding source appropriate and funds are available:  _____

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A
GRANT CONTRACT BETWEEN THE CITY OF KINGSPORT AND
THE TENNESSEE DEPARTMENT OF TRANSPORTATION TO
RECEIVE FEDERAL TRANSIT ADMINISTRATION SECTION
5303 PLANNING FUNDS FOR USE BY THE KINGSPORT AREA
METROPOLITAN TRANSPORTATION PLANNING
ORGANIZATION

WHEREAS, each year the city receives an appropriation of Federal Transit Administration Section 5303 Planning Funds through the Tennessee Department of Transportation for use by the Kingsport Area Metropolitan Transportation Planning Organization; and

WHEREAS, the city must enter into a grant contract with the Tennessee Department of Transportation to receive the funds; and

WHEREAS, the amount from state and federal funds is \$46,835.00 and requires a local match of \$5,204.00, which has been previously budgeted, for a total amount with combined state, local and federal contributions of \$52,039.00.

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized 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 contract with the Tennessee Department of Transportation to receive Federal Transit Administration Section 5303 Transportation Planning Funds, in the amount from state and federal funds of \$46,835.00, requiring a local match of \$5,204.00, which has been previously budgeted, for a total amount with combined state, local and federal contributions of \$52,039.00, for use by the Kingsport Area Metropolitan Transportation Planning Organization.

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 6th day of October, 2015.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

 GOVERNMENTAL GRANT CONTRACT (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)					
Begin Date January 1, 2015		End Date March 31, 2016		Agency Tracking # 40100-08716	
Edison ID 45425				Edison Vendor ID 1562	
Grantee Legal Entity Name City of Kingsport on behalf of Kingsport Metropolitan Planning Organization				Edison Vendor ID 1562	
Subrecipient or Contractor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor		CFDA #20.521 Grantee's fiscal year end June 30			
Service Caption (one line only) 5303 Metropolitan Transportation Planning					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
16	\$5,204.00	\$41,631.00			\$46,835.00
TOTAL:	\$5,204.00	\$41,631.00			\$46,835.00
Grantee Selection Process Summary					
<input type="checkbox"/> Competitive Selection		Describe the competitive selection process used.			
<input checked="" type="checkbox"/> Non-competitive Selection		There are 11 MPOs in the State and funds are formula based depending on urbanized area population			
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>CPO USE - GG</i>	
Speed Chart (optional) TX00225401; TX00225402		Account Code (optional) 71304000			

Edison Vendor Address #17

**GRANT CONTRACT
 BETWEEN THE STATE OF TENNESSEE,
 DEPARTMENT OF TRANSPORTATION
 AND
 CITY OF KINGSFORT
 ON BEHALF OF
 KINGSFORT METROPOLITAN PLANNING ORGANIZATION**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" or the "Grantor State Agency" and City of Kingsfort on behalf of Kingsfort Metropolitan Planning Organization, hereinafter referred to as the "Grantee," is for the provision of planning assistance, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID #1562

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall abide by the provisions of the Federal Transit Administration (FTA) Section 5303 Program, codified by U.S.C. 5303 to provide funds to Metropolitan Planning Organizations (MPOs) to support the costs of preparing long range transportation plans, financially feasible Transportation Improvement Plans, and conducting intermodal transportation planning and technical studies. Specifically, the funds will assist the Grantee with transportation planning administration, project planning, and transit planning coordination activities. The Grantee shall provide reports supporting activities with the deliverables indicating, but are not limited to, the following:

Transportation Planning Administration

- Conform to federal requirements, including support for a cooperative, continuous, and comprehensive program of activity.
- Provide resources and information to ensure public awareness and involvement in the local transportation planning process.

Project Planning

- Identify and meet the short-range transportation needs of the urban area, through the development of studies, plans and programs that promote the efficient use of existing transportation resources.
- Develop the urban area Transportation Improvement Program (TIP).
- Advise and recommend amendments to the Long Range Transportation Plan, as needed.

Transit Planning

- Assist Metropolitan Organization's and transit agency policy board members in understanding the metropolitan transportation planning process.
- Emphasize the preservation of the existing transportation system.

- Perform various special projects relating to the investigation of demand responsive transit, improvement of transit amenities, and expanded shuttle services.
- Improve the accessibility, connectivity, and mobility of people across and between transportation modes.

A.3. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.

- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. below);
- b. the 5303 program application.

A.4. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment One, is incorporated in this Grant Contract.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on January 1, 2015 ("Effective Date") and extend for a period of fifteen (15) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Forty-six Thousand, Eight Hundred Thirty-five Dollars and No Cents (\$46,835.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment Two is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Department of Transportation
 Division of Multimodal Transportation Resources

505 Deaderick Street
 Suite 1800, James K. Polk Bldg.
 Nashville, Tennessee 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Department of Transportation, Division of Multimodal Transportation Resources Agency.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to one percent (1%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date and in form and substance acceptable to the State.

- a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.
- i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.
 - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
- b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
- c. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
- d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
- e. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following documentation properly completed.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. The State will pay via ACH Credits.
 - b. The Grantee shall complete, sign, and return to the State a "Substitute W-9 Form" provided by the State. The Grantee taxpayer identification number must agree with the Federal Employer Identification Number or Social Security Number referenced in this Grant Contract or the Grantee's Tennessee Edison Registration.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The State:

Jerry Roache, Transportation Program Monitor 2
 Tennessee Department of Transportation
 Multimodal Transportation Resource Division
 505 Deaderick Street
 James K. Polk Building, Suite 1800

Nashville, Tennessee 37243
jerry.roache@tn.gov
 Telephone Number: (615) 253-1038
 FAX Number: (615) 253-1482

The Grantee:

Bill Albright, Transportation Planning Coordinator
 City of Kingsport on behalf of Kingsport Metropolitan Planning Organization
 201 West Market Street
 Kingsport, Tennessee 37660
 billalbright@kingsporttn.gov
 Telephone Number: (423) 224-2660
 FAX Number: (423) 224-2756

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.

- c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

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

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

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

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with Tenn. Code Ann. §§ 10-7-404 or 10-7-702, as appropriate. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

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

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

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

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

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

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

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

Audit reports shall be made available to the public.

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, motor vehicles, or contracted services, procurements by the

Grantee shall be competitive where practicable. For any procurement for which reimbursement is paid under this Grant Contract, the Grantee shall document the competitive procurement method. In each instance where it is determined that use of a competitive procurement method is not practicable, supporting documentation shall include a written justification for the decision and for the use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.318—200.326 when procuring property and services under a federal award.

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

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

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

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state

antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

- E.3. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. § 12-7-101, *et seq.*, shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).
- E.4. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E.5. Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

- a. Reporting of Total Compensation of the Grantee's Executives.
 - (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
 - i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
 - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at

<http://www.sec.gov/answers/execomp.htm>).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
- i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
- c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
- d. The Grantee will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>.

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

- E.6. FTA Compliance. All applicable terms of FTA Master Agreement, dated October 1, 2014 is incorporated herein by reference and Grantee shall comply with all aforesaid applicable terms and Grantee shall comply with all aforesaid applicable terms.
- E.7. T.C.A. Section 13-10-107 Compliance.
- 1) Grantee agrees to proceed expeditiously with and complete the project in accordance with plans approved by the Commissioner of TDOT ("Commissioner");

- 2) Grantee agrees to commence and continue operation of the project on completion of the project and not to discontinue operations or dispose of all or part of the project without Commissioner's prior written approval;
- 3) Grantee agrees to apply for and make reasonable efforts to secure federal assistance for the project, subject to any conditions the Commissioner may require in order to maximize the amounts of such assistance received or to be received for all projects in the State; and
- 4) Grantee agrees to provide Grantee's share of the cost of the project and comply with T.C.A. § 13-10-107(c)(4).

IN WITNESS WHEREOF,

**CITY OF KINGSPORT ON BEHALF OF
KINGSPORT METROPOLITAN PLANNING ORGANIZATION:**

GRANTEE SIGNATURE	DATE
JOHN CLARK, MAYOR	

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

J. MICHAEL BILLINGSLEY CITY ATTORNEY	DATE
---	-------------

JAMES H. DEMMING DEPUTY CITY RECORDER	DATE
--	-------------

DEPARTMENT OF TRANSPORTATION:

JOHN C. SCHROER, COMMISSIONER	DATE
--------------------------------------	-------------

JOHN REINBOLD, GENERAL COUNSEL APPROVED AS TO FORM AND LEGALITY	DATE
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Attachment One

Federal Award Identification Worksheet

Subrecipient's name (must match registered name in DUNS)	City of Kingsport
Subrecipient's DUNS number	079027579
Federal Award Identification Number (FAIN)	TN-80-0007-00
Federal award date	June 4, 2015
CFDA number and name	20.521
Grant contract's begin date	October 1, 2015
Grant contract's end date	September 30, 2018
Amount of federal funds obligated by this grant contract	\$46,835.00
Total amount of federal funds obligated to the subrecipient	\$46,835.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$1,402,506.00
Name of federal awarding agency	Federal Transit Administration
Name and contact information for the federal awarding official	Holly Peterson 230 Peachtree, NW Suite 1400 Atlanta, Georgia 30303
Is the federal award for research and development?	No.
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	No indirect cost rate for State for federal award.

**Attachment Two
 UNIVERSAL MULTIMODAL TRANSPORTATION RESOURCES BUDGET**

	STATE SHARE	FEDERAL SHARE	GRANT CONTRACT	GRANTEE SHARE	TOTAL
SCOPE—CAPITAL					
11.00.S0 Capital Assistance, Non-ADA - TDOT					
11.00.S1 Capital Assistance, ADA - TDOT					
11.1x.xx Revenue Rolling Stock					
11.2x.xx Transitways / Line					
11.3x.xx Station Stops & Terminals					
11.4x.xx Support Equip / Facilities					
11.5x.xx Electrification / Power Dist.					
11.6x.xx Signal & Communication Equip					
11.7x.xx Other Capital Items					
11.8x.xx State / Programs Administration					
11.9x.xx Transit Enhancements					
12.xx.xx Fixed Guideway					
14.xx.xx New Start					
SCOPE—OPERATING					
30.00.00 Operating Assistance - TDOT					
30.xx.xx Operating Assistance					
SCOPE—RURAL TRANSIT ASST PROGRAM					
43.5x.xx Rural Transit Assistance Program					
SCOPE—PLANNING					
44.00.S0 Planning - TDOT					
44.xx.xx Planning	\$5,204.00	\$41,631.00	\$46,835.00	\$5,204.00	\$52,039.00
SCOPE—MANAGEMENT TRAINING					
50.xx.xx Management Training					
SCOPE—OVERSIGHT REVIEWS					
51.xx.xx Oversight Review					
SCOPE—RESEARCH PROJECTS					
55.xx.xx Research Projects					
SCOPE—SAFETY & SECURITY					
57.xx.xx Safety and Security					
SCOPE - UNIVERSITY RESEARCH					
70.xx.xx					
SCOPE - Non-Add Scope Codes					
99x-nn					
SCOPE - OTHER					
xx.xx.xx - Other					
GRAND TOTAL	\$5,204.00	\$41,631.00	\$46,835.00	\$5,204.00	\$52,039.00

TDOT PROJECT NO.: 825303-S3-017

FTA PROJECT NO.: TN-80-0007-00

DGA NO.: DG1645425-00

F&A CONTRACT NO.: Z16PLAN01

GRANT BUDGET LINE-ITEM DETAIL INFORMATION

Line Item Detail For: PLANNING	State	Federal	Grant Contract	Grantee	Total Project
44.24.00 Metropolitan Planning	\$5,204.00	\$41,631.00	\$46,835.00	\$5,204.00	\$52,039.00
TOTAL	\$5,204.00	\$41,631.00	\$46,835.00	\$5,204.00	\$52,039.00



AGENDA ACTION FORM

Agreement Allowing the Kingsport Fire Dept. as an In-House Repair Center for Self-Contained Breathing Apparatuses

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

Action Form No.: AF-260-2015
Work Session: October 5, 2015
First Reading: N/A

Final Adoption: October 6, 2015
Staff Work By: City Atty. Billingsley, Fire Dept. Personnel
Presentation By: Asst. Chief Boyd

Recommendation:

Approve the Resolution.

Executive Summary:

To authorize the mayor to sign all the appropriate documents for the Scott Air Pak Agreement between the City of Kingsport and Scott Technologies, Inc. This agreement allows us to maintenance, repair, and perform testing on Self-Contained Breathing Apparatuses (SCBA).

This is to update the existing agreement the Kingsport Fire Department has with Scott Technologies, Inc. as per their request.

Attachments:

- Resolution / Agreement with Scott Technologies, Inc.

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT WITH SCOTT TECHNOLOGIES, INC., AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the city, through the fire department, would like to update an existing agreement with Scott Technologies, Inc.; and

WHEREAS, the agreement allows the fire department to repair, maintain and perform testing on the self-contained breathing apparatuses; and

WHEREAS, the terms are set out herein below in the agreement.

Now therefore,

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

SECTION I. That an agreement with Scott Technologies, Inc. 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, the agreement with Scott Technologies, Inc. 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:

**SCOTT SAFETY
A SCOTT TECHNOLOGIES COMPANY
IN-HOUSE REPAIR CENTER AGREEMENT**

This In-House Repair Center Agreement ("**Agreement**") is made this 15th day of May 2015, by and between Scott Technologies, Inc., d/b/a Scott Safety, located at 4320 Goldmine Road, Monroe, NC 28110 ("**Scott**"), and City of Kingsport, Tennessee ("**City**") for its Kingsport Fire Department located at 130 Island St., Kingsport, TN 37660 (the "**IRC**").

WITNESSETH

WHEREAS, Scott has developed and manufactures a series of health and safety products, accessories, and replacement parts (collectively, the "**Scott Products**"); and
WHEREAS, the IRC has purchased and owns certain of the Scott Products; and
WHEREAS, the IRC, as an independent entity, desires to perform certified overhaul level inspection, repair, and service to such Scott Products owned by the IRC; and
WHEREAS, Scott desires to appoint the IRC as an authorized center for inspection repair and service of such Scott Products owned by the IRC, subject to all of the conditions of this Agreement, and the IRC desires to serve in such capacity.

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the IRC and Scott agree as follows:

**ARTICLE I
APPOINTMENT OF THE IRC**

1.0 Appointment

Subject to the following terms and conditions, Scott hereby grants the IRC the right to inspect, repair, and service the Scott Products set forth in Exhibit A attached hereto that are owned by the IRC. Exhibit A, which is incorporated by reference, may be amended from time to time by Scott at Scott's sole discretion; and any such amendment shall be deemed to have been included on Exhibit A as if originally set forth herein.

1.1 Authorized Service

The IRC acknowledges that it may not operate as an in-house repair center or authorized service center for any other entity owning or using Scott Products.

1.2 Sub-Contracted Services

IRC shall not appoint or otherwise purport to authorize anyone else to act as an in-house repair center, representative or agent of Scott to perform certified overhaul level inspection, repair or service to Scott Products without the express written consent of Scott. The IRC hereby acknowledges the extreme health and safety risks potentially posed to users who do not receive proper service for the Scott Products from an authorized in-house repair center or authorized Scott service center.

1.3 Service Center Locations

IRC agrees to inspect, repair, and service the Scott Products from the location identified above as the IRC's address or from any service center location existing as of the date of this Agreement. The IRC agrees to provide prior written notice to Scott of any change in location(s) or address.

ARTICLE II

IRC DUTIES

2.0 IRC Compliance with Applicable Procedures and Regulations

The IRC agrees to inspect, repair, service and provide training of its end users in the proper use of Scott Products in a safe, timely and professional manner; to use only Scott-authorized parts purchased from authorized Scott Distributors ("Scott Parts"), Scott-authorized test equipment and Scott-authorized tools in performing such certified overhaul level inspection, repair and service; to perform all such certified overhaul level inspection, repair and service in accordance with established current and future revisions to all applicable governmental regulations and to all Scott procedures set forth in the In-House Repair Center Handbook, product manuals, instructions, guides and service bulletins.

2.1 Scott or Equivalent Training Programs

During the term of this Agreement, with respect to Scott Authorized Service Center Technician training and certification, the IRC agrees as follows:

A. The IRC will employ at a minimum one technician holding a current Scott Overhaul Level Certificate as described in the In-House Repair Center Handbook.

B. At its own expense, the IRC will cause each technician holding a Scott Overhaul Level Certificate to receive on an ongoing basis such training from Scott in inspecting, repairing and/or servicing Scott Products as necessary to retain certification.

C. The IRC agrees that only those technicians having a current Scott Overhaul Level Certificate ("**Scott Certified Technicians**") shall be authorized to perform overhaul level inspection, repair and service of the Scott Products listed in Exhibit A. A Scott Certified Technician can only retain his/her Scott Overhaul Level Certificate in conjunction with an authorized IRC. If the Scott Certified Technician is no longer employed by the IRC, his/her Scott Overhaul Level Certificate will automatically expire.

2.2 IRC's Maintenance of Testing Equipment

During the term of this Agreement, and as a prerequisite to any inspection, repair and service of Scott Products, the IRC agrees to purchase and maintain Scott required testing equipment as follows:

A. In order to maintain the quality and the National Institute for Occupational Safety and Health ("**NIOSH**") certifications of the Scott Products, being inspected, repaired or serviced, the IRC will purchase from Scott such test stands or other testing equipment manufactured by Scott and/or designated by Scott required for the certified overhaul level inspection, repair, and service of Scott Products in accordance with Scott procedures. Scott manufactured test equipment or other testing equipment designated by Scott is to be maintained in good working order and calibrated following the maintenance schedule as outlined in the In-House Repair Center Handbook, or as directed by Scott. Scott manufactured test stands are to be calibrated solely for Scott Products and may be used only by Scott Certified Technicians and may not be used for testing any other device other than Scott Products.

B. In order to maintain the quality and the NIOSH certifications of the Scott Products being inspected, repaired or serviced, the IRC will purchase such commercially available test equipment specified by Scott as required for the overhaul level inspection, repair, and service of Scott Products in accordance with Scott recommended procedures. Such test equipment must be maintained in good working condition following the test equipment manufacturers' recommendations. The IRC agrees to adhere to the recommendations of the test equipment manufacturer.

C. If applicable, the IRC will be required to utilize software programs licensed to the IRC by Scott or third party software suppliers for the inspection, repair and service of Scott Products. The

IRC shall not share, distribute or sublicense its licensed software with or to any other person or entity.

2.3 IRC Warranty Claims

The IRC agrees that with respect to potential warranty claims on Scott Products purchased by the IRC, the IRC technicians will provide corrective action in accordance with the Warranty Procedure as described in the In House Repair Center Handbook. The IRC agrees that the total reimbursement of any warranty claim submitted to Scott by the IRC is limited to parts replacement only. The IRC agrees to Scott's determination as final concerning the validity of all warranty claims and the total amount of reimbursement due the IRC as sole compensation for warranty service. The IRC acknowledges that it has paid no fee to Scott in connection with this Agreement

2.4 Adequate Records

The IRC agrees to keep accurate and detailed records of all inspection, repair and service of Scott Products as per the procedure described in the In-House Repair Center Handbook. All inspection, repair and service records should be kept for a minimum of three (3) years from the date the transaction, inspection, repair, and/or service occurred.

2.5 Compliance with Certain Procedures

The IRC agrees that if at any time the IRC receives from Scott a notification of certain procedures that the IRC is to follow concerning the recall or other safety or product improvement campaign or program, the IRC shall comply with it. If for any reason the IRC fails or refuses to comply with the procedures specified in such notification, the IRC assumes liability for noncompliance. The IRC acknowledges the necessity of complying with recall and other safety or product improvement notices to insure the protection of the user and to comply with governmental laws, orders, rules, and regulations. The provisions of this Section 2.5 shall apply only to the extent permitted by Tennessee law and shall not waive the governmental immunity of the City or IRC.

ARTICLE III SCOTT'S DUTIES

3.0 Product and Service Information

Scott agrees to furnish the IRC from time to time with such quantities of manuals, instructions, guides, service bulletins, and other materials pertaining to the inspection, repair and service of Scott Products.

ARTICLE IV THE PARTIES' RELATIONSHIP

4.0 The IRC is an Independent Contractor

The IRC is and will hold itself out to be an independent contractor and not an agent, partner, employee, or franchisee of Scott. As such, the IRC shall not have any right or authority to make any representation or warranty on behalf of Scott, nor to assume or create any obligation or responsibility on behalf of or in the name of Scott, nor to act for or bind Scott, nor is the IRC a legal representative of Scott, unless otherwise expressly authorized by Scott in writing.

ARTICLE V INTELLECTUAL PROPERTY AND CONFIDENTIALITY

5.0 No Intellectual Property Rights Granted

Nothing in this Agreement shall be construed as conferring upon the IRC any right or interest in any Scott trademark or name or registration thereof, or in any Scott designs, copyrights, patents, trade secrets, trade names, signs, emblems, insignia, symbols and slogans, other marks, or any Scott intellectual property used in connection with Scott's Products.

5.1 Confidentiality

All business information and materials containing proprietary information of Scott disclosed to the IRC by Scott or its representative, agent, or employee or otherwise learned by the IRC are and shall be treated by the IRC as confidential during the term of this Agreement and at all times thereafter, except as otherwise required by Tennessee law.

ARTICLE VI TERMINATION

6.0 Term of Agreement

This Agreement shall become effective as of the date hereof and shall continue in full force and effect unless terminated in the manner provided herein.

6.1 Termination Rights

A. Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other party.

B. It is agreed that this Agreement will automatically terminate without notice upon the occurrence of any of the following; (i) an assignment by the IRC for the benefit of creditors; (ii) the institution of voluntary or involuntary proceedings against the IRC

in bankruptcy, or under any other insolvency or similar law; (iii) the dissolution of the IRC; or (iv) the failure of the IRC to comply with any of the terms, provisions, obligations, representations or warranties of this agreement.

6.2 Waiver of Damages

The termination of this Agreement by either party, however brought about, shall not entitle either party to any termination or severance compensation or to any payment for any good will established by either party during the term of this Agreement or render either party liable for damages as a result of the loss of prospective profits or any expenditure, investment or obligation incurred or made by either party.

6.3 Return of Test Equipment

Upon termination or expiration of this Agreement, Scott reserves the right to require the IRC to return all manuals, instructions, guides, service bulletins, and other similar materials furnished by Scott and all Scott manufactured test equipment (Scott Test Stands) F.O.B. Scott's plant or other destination specified by Scott, when this request is made in writing to the IRC. The IRC will be credited in the amount equal to the IRC's cost at the time of purchase of the Scott manufactured test equipment, less any repair costs for the Scott manufactured test equipment so as to render the equipment properly operational.

6.4 Continuing Obligations

Termination of this Agreement shall not affect the IRC's obligations under Article V hereinabove, and such obligations shall remain in full force and effect. The IRC agrees that it will not harm or attempt to harm the reputation of Scott or its products.

ARTICLE VII GENERAL

7.0 No Waiver

The failure of Scott to enforce at any time any provision of this Agreement, or to exercise any option which is herein provided, or to require or fail to require at any time performance by the IRC of any provision hereof, shall in no way affect the validity or act as a waiver of this Agreement, or any part hereof, or the right of Scott thereafter to enforce it.

7.1 Notice

Any notice or other communication required by this Agreement will be deemed to have been duly given, if deposited in the U.S. mail, postage prepaid, and addressed to the party entitled to receive it at the address set forth above.

7.2 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its choice of law principles.

7.3 Severability

If any term or provision of this Agreement shall to any extent be determined to be void, invalid, or unenforceable, or should violate any law of the United States, this Agreement shall be considered divisible as to such provisions, both the enforceability or validity of the remainder of the Agreement shall not be affected.

7.4 Entire Agreement

This Agreement constitutes the entire agreement between the IRC and Scott with respect to the subject matter of this Agreement. The IRC and Scott agree that any and all prior and contemporaneous communications, either written or oral, and all previous and contemporaneous agreements, if any, between the parties with respect to the subject matter hereof are automatically canceled by the signing of this Agreement. The IRC acknowledges and agrees that it is not relying upon any statement, representation, or communication of any kind not contained in this Agreement. No change, amendment, or modification of this Agreement shall be effective unless made in writing and signed by both parties.

7.5 Assignability

This Agreement cannot be directly or indirectly assigned, sold, transferred or encumbered by the IRC, in whole or in part, without authorization in writing from Scott. Scott may assign this Agreement to any affiliate of Scott, any successor to its business or purchaser of substantially all of its assets.

7.6 Captions

The captions contained herein shall not be deemed to be part of this Agreement but are merely for the convenience of the parties.

7.7 IRC's Indemnification of Scott

The IRC agrees to indemnify and hold Scott harmless from any and all claims, liability, losses, or damages of any kind whatsoever, whether direct or indirect, or consequential, including, without limit, attorney's fees or other legal expenses of any kind whatsoever, arising out of the following; (i) any acts or omissions by the IRC or the IRC's representative, whether such representative is

appointed direct, apparent, implied, or otherwise in connection with the IRC's inspection, repair or service of Scott Products; (ii) the IRC's breach of any terms or conditions of the Agreement. The provisions of this Section 7.7 shall apply only to the extent permitted by Tennessee law and shall not waive the governmental immunity of the City or IRC.

7.8 Insurance

The IRC shall obtain and maintain adequate comprehensive general liability insurance coverage and shall provide Scott with evidence of such insurance upon execution of this Agreement, annually thereafter, and upon any material change in coverage.

7.9 Third Party Beneficiaries

Scott and the IRC agree that this Agreement is solely for their benefit and those existing or future allowable successors and assigns specified in Section 7.5 of this Agreement and it does not, nor is intended to, create any rights in favor of, or obligations owing to, any other related or unrelated parties, if any, or anyone else.

7.10 Counterparts

This Agreement may be executed in one or more counterparts, all of which together constitute one Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on 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 6th day of October, 2015.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Lease Agreement with the Kingsport Convention and Visitors Bureau for Hunter Wright Stadium

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

Action Form No.: AF-269-2015
 Work Session: October 5, 2015
 First Reading: N/A
 Final Adoption: October 6, 2015
 Staff Work By: McCart/ Billingsley
 Presentation By: Chris McCart

Recommendation:
 Approve the Resolution.

Executive Summary:
 Since January 2010 the Kingsport Convention and Visitors Bureau has managed our interests at Hunter Wright Stadium. This has primarily involved the use of the stadium by the Kingsport Mets but has also included the recruitment and administration of age group tournaments, college tournaments as well as other events which have attracted visitors to Kingsport.

Approval of this agreement allows for two things; 1) a new five year agreement with KCVB to continue managing Hunter Wright Stadium on our behalf and, 2) authorizing KCVB to make improvements to the property. The most notable improvement will be the construction of a training room which could begin as early as this year.

Attachments:
 1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A LEASE AGREEMENT WITH THE KINGSFORT CONVENTION AND VISITORS BUREAU FOR HUNTER WRIGHT STADIUM AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, since January, 2010, the Kingsport Convention and Visitors Bureau (KCVB) has leased the Hunter Wright Stadium; and

WHEREAS, the lease is expiring; and

WHEREAS, the city would like to enter into a new lease agreement with KCVB for a term of five years; and

WHEREAS, the lease will permit KCVB to make improvements to the stadium property, including construction of a training room.

Now therefore,

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

SECTION I. That a lease agreement with the Kingsport Convention and Visitors Bureau for Hunter Wright Stadium 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, the lease agreement with Kingsport Convention and Visitors Bureau for Hunter Wright Stadium and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the lease agreement or this resolution, said lease agreement being generally as follows:

LEASE

This agreement entered into the date of the acknowledgement of the CITY by and between the City of Kingsport, a Tennessee municipal corporation (herein CITY) and THE GREATER KINGSFORT AREA CHAMBER OF COMMERCE, INC. for its KINGSFORT CONVENTION AND VISITORS BUREAU program (herein KCVB).

WITNESSETH:

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties contained herein the parties agree as follows:

SECTION 1. PREMISES. CITY in consideration of the rents to be paid and the covenants and agreements to be performed and observed by the KCVB, does hereby lease to the KCVB and the KCVB does hereby lease and take from the CITY the following property (the "Premises") and all improvements located thereon:

SECTION 2. LEASE TERM. The term of this Lease shall for five (5) years beginning on _____, 2015 at noon and shall terminate on _____, 2020 at noon, unless sooner terminated as herein provided. Provided KCVB is not in the parties may by mutual agreement extend the term of this Lease for a period of up to five (5) years upon the terms, covenants and conditions agreed to by the parties. KCVB may exercise such right to extend the term upon written notice to CITY at least thirty (30) days prior to the expiration of the initial term of the Lease. Either party may, for its own convenience terminate this Lease on ninety (90) days notice to the other party. Such termination shall not be a breach of this Lease.

SECTION 3. RENT. KCVB shall pay to CITY, without demand or deduction, in U.S. dollars rent as follows:

Year 1: \$1
Year 2: \$1
Year 3: \$1
Year 4: \$1
Year 5: \$1

The rent is payable in advance in equally monthly installments on the first day of each calendar month, without offset or deduction. The first monthly payment, plus an appropriate fraction of a monthly payment for any portion of a month at the commencement of the lease term, shall be made upon KCVB's execution of this Lease. All payments shall be made to CITY at City of Kingsport, 225 West Center Street, Kingsport, Tennessee 37660, Attention: Chief Financial Officer, or at such other place as is designated in writing by CITY. It is the intention of the CITY and KCVB that the rent herein specified shall be strictly net to the CITY and that all taxes, insurance premiums, utilities, maintenance and repairs, and all other costs, charges, expenses, and obligations of every kind relating to the Premises which may arise or become due during the term of this Lease shall be paid by KCVB and the CITY shall be indemnified by KCVB and is hereby so indemnified by KCVB against such costs, charges, expenses, and obligations.

SECTION 4. USE OF PREMISES. KCVB shall use the Premises solely for amateur and professional baseball and other activities, except horse shows, rodeos, football games, or any activity that would, in the opinion of the CITY compromise the condition of the playing field. KCVB agrees not to use the Premises in any way that may be unlawful, improper, noisy, offensive, or contrary to any applicable statute, regulation, ordinance or bylaw.

SECTION 5. UTILITIES. During the term of this Lease, CITY shall be responsible for the payment of any and all utilities of the Premises, including, but not limited to, gas, electric, telephone, cable and any service fees required for the installation of these utilities. CITY shall also be solely responsible for the payment of any and all water bills, sewer bills and garbage collection costs concerning the Premises.

SECTION 6. CLEAN AND SANITARY CONDITION. During the term of the Lease, CITY shall keep and maintain the Premises and the surrounding area in a clean and sanitary condition at all times, free of all garbage and debris. All garbage and similar debris shall be deposited by KCVB in facilities specifically for garbage collection. KCVB shall further comply with all local ordinances and regulations imposed by the CITY relating to maintaining the Premises in a clean and sanitary condition and collection of garbage and similar debris.

SECTION 7. MAINTENANCE. Except for the obligation of other parties to maintain certain parts of the Premises during their use of the Premises or damages caused by KCVB or those who use the Premises through KCVB, it shall be CITY'S responsibility to keep and maintain the Premises in good condition and repair, reasonable wear and tear excepted, at all times during the term of the Lease. KCVB agrees to pay for and be responsible for any additional maintenance needed if KCVB uses the Premises after a date set by CITY to cease use of the Premises in preparation for the Kingsport Mets season, generally six weeks prior to the opening of the Kingsport Mets season.

SECTION 8. COMPLIANCE WITH APPLICABLE LAWS. Throughout the term of this Lease, KCVB shall, at its sole cost and expense, comply with all present and future laws, statutes, codes, ordinances, rules and regulations of the federal government, state of Tennessee, or City of Kingsport, restrictive covenants and all orders, decrees and like actions of any court of competent jurisdiction which may be applicable to the Premises.

SECTION 9 IMPROVEMENTS AND ALTERATIONS. Subject to the terms and conditions contained in this Lease, KCVB may from time to time erect additional structures and make other improvements to the Premises. Prior to the commencement of any improvements, KCVB will provide CITY with a written proposal detailing the planned improvements and will request CITY's written approval thereof, which approval shall in the CITY's sole and exclusive discretion. Approval by CITY is for its sole and exclusive purpose and KVCB will rely on such approval for any purpose other than as permission to make such improvement. KCVB, in conjunction with the CITY, agrees that CITY will have no responsibility for maintenance and repair of improvements placed upon the Premises and that KCVB will to insure that all improvements are maintained, in a safe, neat and orderly condition at all times. KCVB shall be responsible for obtaining all applicable permits, authorizations and licenses prior to making any improvements, and all work related to the improvements shall be performed in compliance with applicable laws, ordinances, and regulations. Additionally, KCVB shall have the right, at its sole expense, from time to time, to redecorate the Premises and to make such non-structural alterations and changes in such parts thereof as KCVB shall deem expedient or necessary for its purposes; provided, however, that such alterations and changes shall neither impair the structural soundness nor diminish the value of the Premises and shall otherwise comply with the

requirements of this Lease. KCVB agrees to pay promptly when due the entire cost of any work done by it upon the Premises so that the Premises at all times shall be free of liens for labor and materials. KCVB further agrees that in doing such work that it shall employ materials of good quality and comply with all governmental requirements, and perform such work in a good and workmanlike manner. KCVB agrees that it shall procure all necessary permits for making any repairs, alterations, or other improvements for installations, when applicable.

SECTION 10. SURRENDER OF PREMISES. On the expiration or earlier termination of this Lease pursuant to its terms, KCVB shall peaceably and quietly leave and surrender the Premises to the KCVB, in good order, condition and repair, broom clean, reasonable wear and tear excepted and free and clear of all liens.

SECTION 11. TAXES. KCVB, in addition to the rent provided herein, shall pay to CITY as additional rent any and all real estate taxes, assessments, and other governmental levies and charges, general and special, ordinary or extraordinary, unforeseen or foreseen, of any kind which are assessed against or imposed in respect of the Premises.

SECTION 12. CONDITION OF PREMISES. KCVB has examined the Premises and accepts the same in its present state and condition without any representations or warranties, express or implied, in fact or in law, by CITY as to the nature, condition or usability thereof, or as to the use or uses to which the Premises may be put.

SECTION 13. FIRE, CASUALTY, EMINENT DOMAIN. Should a substantial portion of the Premises, be substantially damaged by fire or other casualty, or be taken by eminent domain, CITY may elect to terminate this Lease. When such fire, casualty or taking renders the Premises substantially unsuitable for its intended use, a proportionate abatement of rent shall be made, and KCVB may elect to terminate this Lease if: (a) CITY fails to give written notice within 30 days after said fire, casualty or taking of its intention to restore the Premises; or (b) CITY fails to restore the Premises to a condition substantially suitable for its intended use within 90 days after said fire, casualty or taking. Notwithstanding the foregoing, in the event of damage by fire or other casualty resulting from the carelessness, negligence, or intentional or other of improper conduct of KCVB, its agents, employees, contractors or others acting on its behalf, or from the carelessness, negligence, or intentional or other conduct of KCVB's customers, guest or visitors, KCVB shall have the full liability and responsibility for repairing and/or rebuilding from such casualty loss and for other damages and losses incurred by CITY. CITY reserves all rights for damages or injury to the Premises for any taking by eminent domain, except for damage to KCVB's property or equipment.

SECTION 14. FIRE INSURANCE. KCVB shall not permit any use of the Premises which shall adversely affect or make voidable any insurance on the property of which the Premises are a part, or on the contents of said property, or which shall be contrary to any law, regulation or recommendation made by the state fire prevention agency, local fire department, CITY's insurer or any similar entity. KCVB shall on demand reimburse CITY all extra insurance premiums caused by KCVB's use of the Premises. KCVB shall not vacate the Premises or permit same to be unoccupied other than during KCVB's customary non-business days or hours, or cause or allow the utilities serving the Premises to be terminated.

SECTION 15. SIGNS. KCVB shall not place or permit to be placed, any sign or signboards on the exterior or interior of the Premises unless they are in conformity with all applicable laws. The cost for all signs shall be borne by KCVB.

SECTION 16. ASSIGNMENT OR SUBLEASE. KCVB may not assign this Lease, sublet the Premises, in whole or in part, or allow another entity or individual to occupy the whole or any part of the Premises, without CITY's prior written consent, which may be withheld for any or no reason. If KCVB notifies CITY in writing of its desire to assign this Lease or sublet the Premises, CITY shall have the option to terminate this Lease, at an effective date to be determined by CITY, upon written notice to KCVB. Notwithstanding CITY's consent to any assignment or sublease, KCVB and GUARANTOR shall remain liable to CITY for the payment of all rent and for the full performance of all covenants and conditions of this Lease. This prohibition against assigning or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law.

SECTION 17. CITY'S ACCESS. CITY, its agents and designates, may examine and inspect the Premises at reasonable times and KCVB shall provide CITY, if not already available, with a set of keys for the purpose of said examination, provided that CITY shall not thereby unreasonably interfere with the conduct of the KCVB's business. KCVB shall permit CITY to enter the Premises to inspect such repairs, improvements, alterations or additions thereto as may be required under the provisions of this Lease. CITY, its agents and designates, may at any reasonable time enter to show the Premises to others without creating any obligation or liability for CITY. In the event of an emergency, CITY, its agents and other representatives, may enter at any time, without notice and without the presence of KCVB. 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. LIABILITY. KCVB shall, and does hereby, assume all risk of loss or injury to the property or person of all persons at any time coming upon the Premises during the term of this Lease. KCVB shall be solely responsible as between CITY and KCVB for deaths or personal injuries to all persons and damage to any property, including damage by fire or other casualty, occurring in or on the Premises and arising out of the use, control, condition or occupancy of the Premises by KCVB, except for death, personal injuries or property damage directly resulting from the sole negligence of CITY. KCVB agrees to indemnify and hold harmless CITY from any and all liability, including but not limited to costs, expenses, damages, causes of action, claims, judgments and attorney's fees caused by or in any way arising out of any of the aforesaid matters.

SECTION 19. INSURANCE. KCVB shall, during the entire term of this Lease, keep in full force and effect at its own expense the following insurance:

(a) Comprehensive General Liability Coverage. At all times during the Term of this Lease, KCVB shall maintain in full force and effect policies of contractual and comprehensive general liability insurance, including public liability and broad form property damage, for not less than \$1,000,000 for each occurrence involving bodily injury (including death), and \$1,000,000 for each occurrence involving damage to property. Such policy or policies shall name CITY as an additional insured thereunder. All of such insurance shall insure the performance by KCVB of its indemnity agreement as to liability for injury to or death of persons and injury or damage to property. All of such insurance shall be primary and noncontributing with any insurance which may be carried by CITY and shall contain a provision that CITY, named or not named as an insured, shall nevertheless be entitled to recover under said policy for any loss, injury or damage to CITY, its agents and employees or the property of such persons, by reason of the negligence of KCVB. Such policy shall expressly provide that such policy shall not be canceled or altered without thirty (30) days prior written notice to CITY. CITY shall be named as an additional insured on all such policies.

(b) Fire and Casualty Insurance. At all times during the term of this Lease, KCVB shall maintain, at its cost and expense, broad form all-risk casualty insurance (with appropriate endorsements for risks or perils ordinarily included in a the CITY's policy) insuring the improvements on the Premises. CITY shall be named as an additional insured in all such policies. The policies shall permit the insurance proceeds collected upon all such policies of insurance to be used to restore the improvements on the Premises so damaged or destroyed. KCVB further agrees that each such policy of insurance, and all other policies of insurance on the Premises, including, without in any way limiting the generality of the foregoing, workmen's compensation, general liability and business interruption insurance which shall be obtained by KCVB, whether required by the provisions of this Lease or not, shall be made expressly subject to the provisions of this Section 20, and shall provide (to the extent such a waiver can be obtained) that KCVB's insurers thereunder waive any right of subrogation against CITY. All such policies shall provide that the same may not be canceled or altered without thirty (30) days prior written notice to the CITY. The said "full insurable value" shall be determined at the time the fire and extended coverage insurance is initially taken out.

(c) Certificates of Insurance. As of the commencement of this Lease KCVB shall provide CITY with a certificate of insurance for each policy required under this Lease showing that the coverages required hereunder are in force with premiums paid and that such policies are noncancellable and may not be materially modified except upon thirty (30) days prior notice to CITY (or, if such thirty (30) day period of notice is not obtainable on a commercially reasonable basis, upon such notice as is commercially reasonable).

(d) All insurance provided for in this Section 20, and all renewals thereof, shall be issued by responsible insurance companies authorized to do business in the State of Tennessee. If any insurer which has issued a policy of insurance required pursuant to this Lease becomes insolvent or the subject of any bankruptcy, receivership or similar proceeding, Lessee shall, in each instance, obtain a like policy issued by another insurer, which insurer and policy meet the requirements of this Lease.

(e) KCVB's Release. KCVB hereby release CITY from any and all liability and responsibility to anyone claiming any loss or damage to property arising from a risk insured against under the insurance required to be carried by KCVB. To the extent obtainable, KCVB's insurance policies shall include appropriate clauses waiving all rights of subrogation against CITY to KCVB, with respect to losses payable under such policies.

(f) Use of Proceeds. Any Casualty Insurance Proceeds paid under any insurance policy of the character described in Section 20(b) shall be used to pay for the cost to Restore the Improvements so damaged or destroyed.

(g) Blanket Insurance. Nothing in this Section 20 shall prevent KCVB from taking out insurance of the kind and in the amounts provided for under Sections 20(a) and 20(b) under a blanket insurance policy or policies which can cover other improvements on the Premises.

SECTION 20. DEFAULT AND ACCELERATION OF RENT. In the event that (a) any assignment for the benefit of creditors, trust mortgage, receivership or other insolvency proceeding shall be made or instituted with respect to KCVB or KCVB's property or (b) KCVB shall default in the observance or performance of any of KCVB's covenants, agreements or obligations hereunder and such default shall not be corrected within 10 days after written notice thereof, then CITY shall have the right thereafter, while such default continues and without demand or further notice, to re-enter and take possession of the Premises, to declare the term of this Lease ended, and/or to remove KCVB's effects, without being guilty of trespass or conversion, and without prejudice to any remedies which might be otherwise used for arrears of rent or other default or breach of the Lease. If KCVB defaults in the payment of the security deposit, rent, taxes or substantial invoice from CITY or CITY's agent, and such default continues for 10 days after written notice thereof, and, because both parties agree that nonpayment of said sums when due is a substantial breach of the Lease, and, because the payment of rent in monthly installments is for the sole benefit and convenience of KCVB, then, in addition to any other remedies, the net present value of the entire balance of rent due hereunder as of the date of CITY's notice, using the published prime rate then in effect, shall immediately become due and payable as liquidated damages. No actions taken by CITY under this section shall terminate KCVB's obligation to pay rent under this Lease, as liquidated damages or otherwise. Any sums received by CITY from or on behalf of KCVB at any time shall be applied first to offset any unpaid invoice or other payment due to CITY and then to unpaid rent. KCVB shall pay any invoice within 10 days after receipt. If any rent and/or other payment is not received by CITY when due, then KCVB shall pay CITY a late charge for each past due payment equal to one percent of such overdue amount or \$35, whichever is greater. KCVB shall also pay CITY interest at the rate of 18 percent per annum on any past due payment. In addition to the foregoing, if after default, a debt collector or an attorney (including any attorney of the Office of the City Attorney of CITY) is employed or directed to collect or enforce the monetary or other obligations evidenced by this Lease or to assist either CITY in connection with its exercise of any right, power, privilege, or remedy referred to herein, the parties hereby agree that the KCVB shall pay promptly all costs incurred by CITY with respect to collection or enforcement including reasonable attorney's fees and court costs.

SECTION 21. WASTE OR NUISANCE. KCVB shall not commit or suffer to be committed any waste upon the Premises, and KCVB shall not use or permit the use of any medium that might constitute a nuisance.

SECTION 22. NOTICE. Any notice from CITY to KCVB relating to the Premises or this Lease shall be deemed duly served when left at the Premises, or served by constable, or sent to the Premises or to the last address designated by notice in accordance with this section, by certified or registered mail, return receipt requested, postage prepaid, or by recognized courier service with a receipt therefor, addressed to KCVB. Any notice from KCVB to CITY relating to the Premises or this Lease shall be deemed duly served when served by constable, or delivered to CITY by certified mail, return receipt requested, postage prepaid, or by recognized courier service with a receipt therefor, addressed to CITY at 225 West Center Street, Kingsport, Tennessee 37660, Attention City Attorney or at CITY's last designated address. No oral notice or representation shall have any force or effect. Time is of the essence in the service of any notice.

SECTION 23. OCCUPANCY. If KCVB takes possession of the Premises prior to the start of the lease term, KCVB shall perform and observe all of its covenants under this Lease from the date upon which it takes possession. If KCVB continues to occupy, control or encumber all or any part of the Premises after the termination of this Lease without the written permission of CITY, KCVB shall be liable to CITY for any and all loss, damages or expenses incurred by CITY, and all terms of this Lease shall continue to apply, except that use and occupancy payments shall be due in full monthly installments at a rate which shall be two times the greater of the monthly rent due under this Lease immediately prior to termination or CITY's then current published rent for the Premises, it being understood that such extended occupancy is a tenancy at sufferance, solely for the benefit and convenience of KCVB and of greater rental value. KCVB's control, occupancy or encumbrance of all or any part of the Premises beyond noon on the last day of any monthly rental period shall constitute KCVB's occupancy for an entire additional month, and increased payment as provided in this section shall be due and payable immediately in advance. CITY's acceptance of any payments from KCVB during such extended occupancy shall not alter KCVB's status as a tenant at sufferance. CITY may require KCVB to relocate to another similar facility at any time during the lease term upon prior written notice to KCVB and on terms comparable to those herein, and KCVB shall be liable to CITY for any loss, damages or expenses incurred by CITY if KCVB fails to relocate as required herein.

SECTION 24. FIRE PREVENTION. KCVB agrees to use every reasonable precaution against fire, to provide and maintain approved, labeled fire extinguishers, emergency lighting equipment and exit signs, and to complete any other modifications within the Premises as required or recommended by the Insurance Services Office (or successor organization), OSHA, the local fire department, CITY's insurer or any similar entity.

SECTION 25. ENVIRONMENTAL MATTERS. The term "hazardous substances," as used herein shall mean pollutants, contaminants, toxic or hazardous wastes or any other substances the use and/or the removal of which is restricted, prohibited, or penalized by any "environment law," which term shall mean any federal, state or local law, ordinance or other statute of a governmental authority relating to pollution or protection of the environment. KCVB hereby agrees that (a) no activity shall be conducted on the Premises that shall produce any hazardous substance; (b) the Premises shall not be used in any manner with the storage of any hazardous substances; (c) KCVB shall not install or place upon the premises any underground or aboveground tanks of any type and shall not store, or allow the storage law, on the premises any gasoline, oil, diesel fuel or other petroleum products; (d) KCVB shall not allow any surface or subsurface conditions to exist or come into existence that constitutes or with the passage of time may constitute a public or private nuisance; and (e) KCVB shall not permit any hazardous substances to be brought onto the Premises. If at any time during or after of the term of this Lease, the Premises are found to be in violation of any of the covenants set forth in this section due to acts or occurrences during the occupancy of KCVB, or caused by KCVB, then KCVB shall diligently institute proper and thorough cleanup and remediation procedures at KCVB's sole cost. KCVB agrees to indemnify and hold CITY harmless from all claims, demands, actions, liabilities, costs, and expenses (including CITY's attorney fees), damages and obligations of any nature arising from or as a result of the use of the Premises by KCVB. The foregoing indemnification and the responsibilities of KCVB shall survive the termination or expiration of this Lease. KCVB shall not use the Premises so as not to interfere in any way with the use and enjoyment of other portions of the same or neighboring buildings by others by reason of odors, smoke, exhaust, smells, vibrations, noise, pets, accumulation of garbage or trash, vermin or other pests, or otherwise, and shall at its expense employ a professional pest control service if determined necessary by CITY. KCVB agrees to maintain effective devices for preventing damage to plumbing and heating equipment from deionized water, chemicals which may be present at the Premises.

SECTION 26. RESPONSIBILITY. Neither CITY nor OWNER shall be liable to anyone for, nor shall KCVB's obligations under this Lease be reduced because of, loss or damage caused in any way by the use, leakage, seepage, flooding or escape of water or sewage in any form or from any source, by the interruption or cessation of any service rendered customarily to the Premises or building or agreed to by the terms of this Lease, by any accident, the making of repairs, alterations or improvements, labor difficulties, weather conditions, mechanical breakdowns, trouble or scarcity in obtaining fuel, electricity, service or supplies from the sources from which they are usually obtained, by any change in any utility or service provider, or by any cause beyond CITY's immediate control.

SECTION 27. SURRENDER. On or before the termination of this Lease, KCVB shall remove all of KCVB's goods and effects from the Premises, and shall deliver to CITY actual and exclusive possession of the Premises and all keys and locks thereto, all fixtures, equipment and workstations of any type connected therewith, and all alterations, additions and improvements made to or upon the Premises, whether completed by KCVB, CITY or others, including but not limited to any offices, window blinds, floor coverings, computer floors, plumbing and plumbing fixtures, heating, ventilating and air conditioning equipment, ductwork, exhaust fans, water coolers, security, surveillance and fire protection systems, telecommunications and data wiring, telephone equipment, air and gas distribution piping, compressors, hoists, cabinets, counters, shelving, signs, electrical work, including but not limited to lighting fixtures of any type, wiring, conduit, EMT, transformers, generators, distribution panels, bus ducts, raceways, outlets and disconnects, and furnishings and equipment which have been bolted, welded, nailed, screwed, glued or otherwise attached to any wall, floor, ceiling, roof, pavement or ground, or which have been directly wired or plumbed to any portion of any building or other system serving the Premises, including but not limited to water supply, drainage, venting or air or gas distribution systems. Notwithstanding the foregoing, prior to termination of this Lease, KCVB shall, if requested by CITY, remove or tag for future use any and all wiring and cabling installed and/or used by KCVB. KCVB shall deliver the Premises fully sanitized from any chemicals or other contaminants, broom clean, and in at least the same condition as they were at the commencement of the Lease or any prior lease between the parties for the Premises, or as they were modified during said term with CITY's written consent, reasonable wear and tear only excepted, and KCVB shall be deemed to be encumbering the Premises until it delivers the Premises to CITY in the condition required under this Lease. Any of KCVB's property that remains in the Premises upon termination of the Lease shall be deemed abandoned and shall be disposed of as CITY sees fit, with no liability to KCVB for loss or damage thereto, and at the sole risk of KCVB. CITY may

remove and store any such property at KCVB's expense; retain same under CITY's control; sell same at public or private sale (without notice) and apply the net proceeds of such sale to the payment of any sum due hereunder; or destroy same. In no case shall the Premises be deemed surrendered to CITY until the termination date provided herein or such other date as may be specified in a written agreement between the parties, notwithstanding the delivery of any keys to CITY.

SECTION 28. HOLDING OVER. In the event KCVB occupies the Premises after the expiration or termination of this Lease with the consent of the CITY, express or implied, such possession shall be considered to be a tenancy from month to month, terminable on 30 days advance written notice by either party. KCVB shall continue to pay all charges as provided in this Lease, and shall be bound by all of the other terms and conditions of this Lease as if it was still in full force and effect.

SECTION 29. LOSS AND DAMAGE TO KCVB'S PROPERTY. CITY shall not be responsible or liable to KCVB for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to the Premises or any part, or for any loss or damages resulting to the KCVB or its property from bursting, stoppage or leaking of water, gas, sewer or steam pipes or for any damage or loss of property within the Premises from any cause whatsoever.

SECTION 30. NOTICE BY KCVB. KCVB shall give immediate notice to CITY in case of fire or accidents in the Premises or in the building of which the Premises are a part or of defects therein or in any fixtures or equipment.

SECTION 31. SUCCESSORS. All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors, and assigns of the said parties, except that CITY shall only be liable for obligations occurring while the owner of the Premises. No rights, however, shall inure to the benefit of any assignee of KCVB unless the assignment to such assignee has been approved by CITY in writing as provided in Section 17 herein.

SECTION 32. GENERAL. The following shall apply to this Lease:

(a) The invalidity or unenforceability of any clause or provision of this Lease shall not affect or render invalid or unenforceable any other clause or provision hereof;

(b) Any action or proceeding arising out of the subject matter of this Lease shall be brought by KCVB within one year after the cause of action has occurred and only in a state court in Kingsport, Tennessee;

(c) This Lease is made and delivered in the state of Tennessee, and shall be interpreted, construed, and enforced in accordance with the laws thereof and 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;

(d) This Lease is the result of negotiations between parties of equal bargaining strength, and when executed by both parties shall constitute the entire agreement between the parties, superseding all prior oral and written agreements, representations, statements and negotiations relating in any way to the subject matter herein. This Lease may not be extended or amended except by written agreement signed by both parties, or as otherwise provided herein, and no other subsequent oral or written representation shall have any effect hereon;

(e) Notwithstanding any other statements herein, CITY makes no warranty, express or implied, concerning the suitability of the Premises for KCVB's intended use;

(f) KCVB agrees that if CITY does not deliver possession of the Premises as herein provided for any reason, CITY shall not be liable for any damages to KCVB for such failure, but CITY agrees to use reasonable efforts to deliver possession to KCVB at the earliest practical date. A proportionate abatement of rent, excluding the cost of any amortized improvements to the Premises, for such time as KCVB may be deprived of possession of the Premises shall be KCVB's sole remedy, except where a delay in delivery is caused in any way by KCVB;

(g) Neither the submission of this Lease or any amendment hereof, nor the acceptance of the security deposit and/or rent shall constitute a reservation of or option for the Premises, or an offer to lease, it being expressly understood and agreed that neither this Lease nor any amendment shall bind either party in any manner whatsoever unless and until it has been executed by both parties;

(h) CITY nor KCVB shall be liable for any special, incidental, indirect or consequential damages, including but not limited to lost profits or loss of business, arising out of or in any manner connected with performance or nonperformance under this Lease, even if any party has knowledge of the possibility of such damages;

(i) The headings and captioned in this Lease are for convenience only and shall not be considered part of the terms hereof;

(j) No restriction, condition or other endorsement by KCVB on any check, nor CITY's deposit of any full or partial payment, shall bind CITY in any way or limit CITY's rights under this Lease;

(k) KCVB shall conform to all rules and regulations now or hereafter made by CITY for parking, for the care, use or alteration of the building, its facilities and approaches, and for the administration of this Lease, and shall not permit any employee or visitor to violate this or any other covenant or obligation of KCVB;

(l) KCVB's covenants under this Lease shall be independent of CITY's covenants, and CITY's failure to perform any of its covenants under this Lease, including a covenant constituting a significant inducement to KCVB to enter into this Lease, shall not excuse the payment of rent or any other charges by KCVB or allow KCVB to terminate this Lease; and

(m) CITY and KCVB hereby waive any and all rights to a jury trial in any proceeding in any way arising out of the subject matter of this Lease.

SECTION 33. WAIVERS, ETC. No consent or waiver, express or implied, by CITY to or of any breach of any covenant, condition or duty of KCVB shall be construed as a consent or waiver to or of any other breach of the same or any other covenant, condition or duty. If KCVB is several persons, corporations, or other legal entities, or a partnership, or some combination thereof, KCVB's obligations are joint and several. Unless repugnant to the context, "CITY" and "KCVB" mean the person or persons, natural or corporate, named above as CITY and as KCVB respectively, and their respective heirs, executors, administrators, successors and assigns.

SECTION 34. TIME. Time is of the essence in this Lease.

SECTION 35. SURVIVAL OF TERMS. 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.

IN WITNESS WHEREOF, the Parties hereto executed this Lease 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 lease agreement set out herein that do not substantially alter the material provisions of the lease 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 6th day of October, 2015.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Amending the Permanent Easement Agreement with Kingsport Hotel LLC

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

Action Form No.: AF-259-2015
 Work Session: October 5, 2015
 First Reading: N/A

Final Adoption: October 6, 2015
 Staff Work By: McCartt/Billingsley
 Presentation By: Chris McCartt

Recommendation:

Approve the Resolution.

Executive Summary:

From time to time it is necessary for both the City of Kingsport and Kingsport LLC to review and if necessary make adjustments to this agreement when it is in the best interest of the property (Meadowview). Upon approval this agreement will be in effect for a two year period and revenue received in the form of the room surcharge will go to support various capital items within the convention center.

Attachments:

- Resolution

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AMENDMENT TO THE PERMANENT EASEMENT AGREEMENT WITH KINGSPORT HOTEL, LLC.; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

WHEREAS, the city and Kingsport Hotel, LLC have a permanent easement agreement pertaining to the Meadowview Conference, Resort and Convention Center; and

WHEREAS, the parties would like to amend the agreement; and

WHEREAS, the amendment will be in effect for two years, and

WHEREAS, the revenue received in the form of room surcharge will go to support various capital items within the convention center.

Now therefore,

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

SECTION I. That an amendment to the Permanent Easement Agreement with Kingsport Hotel, LLC., 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 Permanent Easement Agreement with Kingsport Hotel, LLC. and all other documents necessary and proper to effectuate the purpose of the agreement or this resolution, said amendment being generally as follows:

Amendment to Permanent Easement

This amendment further amends the Permanent Easement Agreement, dated January 31, 1995, as amended, by and between Kingsport Hotel L.L.C. (the "Owner") and the City of Kingsport, Tennessee (the "City"). The following amendment is to resolve an issue regarding the Percentage Fee.

The parties agree to amend the Permanent Easement Agreement as follows:

1. For a two (2) year period effective beginning at the first of calendar year 2015 and ending at the end of calendar year 2016, the Percentage Fee (as set out in section 6.1) shall be two percent (2%) of gross room revenue. Absent any mutual agreement to further modify the Percentage Fee and beginning with the calendar year 2017, the Percentage Fee shall revert to two percent (2%) of the Modified Monthly Gross Room Revenues as that term is described in a prior amendment dated May 26, 2011.

2. No other amendment is intended or implied.

[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 amendment 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 6th day of October, 2015.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Execute and File Contracts / Documents for Tennessee Department of Transportation

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

Action Form No.: AF-268-2015
Work Session: October 5, 2015
First Reading: N/A

Final Adoption: October 6, 2015
Staff Work By: Gary Taylor
Presentation By: Chris McCart

Recommendation:

Approve the Resolution.

Executive Summary:

When a new Mayor is elected, the Tennessee Department of Transportation (TDOT) requests authority must be transferred from the previous Mayor to the new Mayor. The resolution states the Mayor or his designee is authorized to execute and file Contracts and necessary documents for TDOT on behalf of the City of Kingsport.

Attachments:

- 1. Resolution
- 2. TDOT Signatory Form for Transit
- 3. TDOT Signatory Form for Multi-Modal

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING MAYOR TO EXECUTE DOCUMENTS AND CONTRACTS FOR THE TENNESSEE DEPARTMENT OF TRANSPORTATION ON BEHALF OF THE CITY

WHEREAS, the Tennessee Department of Transportation requires a new Signature Authority Form for contracts, invoices and other documents upon the election of the new mayor; and

Now therefore,

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

SECTION I. 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 Signature Authority Form for contracts, invoices and other documents with the Tennessee Department of Transportation.

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 6th day of October, 2015.

JOHN CLARK, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MIKE BILLINGSLEY, CITY ATTORNEY



Signatory Authority Form

Contracts – Invoices – Other Documents

Recipient:

*The following list of individuals have authority to sign and submit **CONTRACTS** to TDOT Division of Multimodal Transportation Resources on behalf of our agency:*

#1 Name: John Clark	#2 Name:
Title: Mayor	Title:
Signature:	Signature:
#3 Name:	#4 Name:
Title:	Title:
Signature:	Signature:

*The following list of individuals have authority to sign and submit **INVOICES and other documents - except Contracts** - to TDOT Division of Multimodal Transportation Resources on behalf of our agency:*

#1 Name: Gary Taylor	#2 Name: Chris Campbell
Title: Transit Manager	Title: Transit Coordinator
Signature:	Signature:
#3 Name:	#4 Name:
Title:	Title:
Signature:	Signature:

As Executive of the recipient agency, I certify that the listed individuals have authority to sign and submit contracts and invoices to TDOT Multimodal. The authority granted to the individuals may be revoked at any time by written notice to TDOT Multimodal.

Name: John Clark

Title: Mayor, City of Kingsport

Signature:

For TDOT Use Only

Date Approved:

Approved by:



Signatory Authority Form

Contracts – Invoices – Other Documents

Recipient:

*The following list of individuals have authority to sign and submit **CONTRACTS** to TDOT Division of Multimodal Transportation Resources on behalf of our agency:*

#1 Name: John Clark	#2 Name:
Title: Mayor	Title:
Signature:	Signature:
#3 Name:	#4 Name:
Title:	Title:
Signature:	Signature:

*The following list of individuals have authority to sign and submit **INVOICES and other documents - except Contracts** - to TDOT Division of Multimodal Transportation Resources on behalf of our agency:*

#1 Name: Ryan McReynolds	#2 Name: Michael N. Thompson
Title: Assistant City Manager for Operations	Title: Assistant Public Works Director
Signature:	Signature:
#3 Name: Hank Clabaugh	#4 Name: William A. Albright
Title: City Engineer	Title: Transportation Planning Manager
Signature:	Signature:

As Executive of the recipient agency, I certify that the listed individuals have authority to sign and submit contracts and invoices to TDOT Multimodal. The authority granted to the individuals may be revoked at any time by written notice to TDOT Multimodal.

Name: John Clark

Title: Mayor, City of Kingsport

Signature:

For TDOT Use Only

Date Approved:

Approved by: