AGENDA

BOARD OF MAYOR AND ALDERMEN
WORK SESSION

Monday, October 31, 2016, 4:30 p.m.
City Hall, 225 W. Center St., Council Room, 2nd Floor

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
Heather Cook, Marketing and Public Relations Director

1. Call to Order
2. Roll Call
3. Centennial Park Update – Chris McCartt
4. Healthy Kingsport – Kandy Childress
5. Projects Status – Jeff Fleming
6. Review of Items on November 1 2016 Business Meeting Agenda
7. Adjourn

Next Work Session, November 14, 2016: Kingsport Housing and Redevelopment Authority, Water/Sewer/Stormwater Update, Quarterly Financials, Sales Tax, Wellness Clinic, Safety and Projects Status.

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.

Status Updates on Active Projects sorted by Cost

Estimated Cost	Project Owner	Project Manager	Project Name	Project #	Completion Date	CurrentStatus
$13,733,749.69	Niki Ensor	Niki Ensor	Raw Water Intake Replacement (1.5 M EDA Grant)	WA1504	5/7/2017	Concrete has been placed and shockcrete applied to appoximately half the tunnel. Inside of pump station is being painted. Electricians continue to work on underground conduit. Pump shaft installation to begin next week.
$7,500,000.00	Ryan McReynolds	Thompson, Michael	SR 347 (Rock Springs Road) [State &MTPO funded]	No City Funds	12/31/2020	TDOT correspondence 8/15/2016 states that the contract was fully returned 5/16/2016. Funds were obligated for NEPA (Environmental Review) on 5/10/2016.
$6,411,000.00	Chad Austin	Norman Eichmann	Reedy Creek Sewer Trunk Line	SW1400	12/20/2017	Liner plates for Rail Road bore on order. More scheduled to begin week of Nov. 21.
$3,300,000.00	Michael Thompson	Thompson, Michael	Indian Trail Drive Extension	GP1615	12/31/2017	Preliminary plans revieved 9/2/16. Staff has reviewed and commented. Meetings with affected property owners are underway.
$3,192,108.00	Chad Austin	Mike Hickman	Colonial Heights Ph II Sewer & Water	SW1501	3/9/2017	Crews on Beechwood and Buchelew
$2,646,731.00	Chad Austin	Mike Hickman	Colonial Heights Ph III Sewer & Water	SW1502/ WA1502	12/10/2016	Crews working on Meadow Lane and Countryshire Court
$2,500,000.00	Chad A./Niki E.	Mike Hickman	Colonial Heights Ph IV Sewer & Water	SW1511	9/3/2017	Aquirinf Easements
$2,400,000.00	Justin Steinmann	Mason, David	Centennial Park	GP1533	6/15/2017	Apparent low bidder is Armstrong Construction. 1st reading to appropriate funds 11/1.
$1,886,220.00	Chad Austin	Pamela Gilmer	System Wide Water Upgrades FY15 Phase 2	TBD	4/4/2017	Installation continuing on Ridgeway Road and Anco Place.
$1,700,000.00	Michael Thompson	Thompson, Michael	Main Street Rebuild [City & MTPO Funded]	GP1516	4/1/2021	Scoping meeting held 9/7/2016. Expect scope and fee by 9/23/16.
$1,593,370.00	Chad Austin	Mason, David	Water/Wastewater/Stormwater Office	SW1606/ WA1602	7/1/2017	Awaiting signed contract, to be followed by pre-construction meeting.
$1,123,727.93	Chad Austin	Pamela Gilmer	Ft. Henry and Moreland Dr. Sewer Rehabilitation	SW1401	12/24/2016	Rehab of lines and manholes continuing on Moreland Drive.
$961,140.00	Michael Thompson	Thompson, Michael	Phase 2 Stone Drive (SR 1, US 11W) Sidewalk Improvements from Stonebrook Place Pvt. Dr. to Lynn Garden Drive [95% State Funded 5% City]		8/31/2020	Fully executed contract received 9/27/2016. Budget ordinance expected in October BMA meeting.
$940,000.00	Kitty Frazier	Clabaugh, Hank	Kingsport Greenbelt - Eastern Extension - Phase 1 [Fed. Grant & City funded]	GP1529	11/1/2017	Preliminary plans for internal review submitted 9/28/2016.
$900,000.00	Chad Austin	Sam Chase	ARC Kingsport Sewer System Upgrade	SW1504	4/29/2017	Portland Utility to begin construction on October 10, 2016. Will be starting on MLK Wheatley St. area first.

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Estimated Cost	Project Owner	Project Manager	Project Name	Project #	Completion Date	CurrentStatus
$697,475.00	Michael Thompson	Thompson, Michael	Stone Drive (SR 1, US 11W) Sidewalk Improvements from Stonebrook Place Pvt. Dr. to American Way [95% State Funded 5% City]	TBD	12/8/2018	Survey & Design underway.
$683,252.64	Kitty Frazier	Clabaugh, Hank	Greenbelt (Rotherwood/Pedestrian Bridge) [Fed. Grant and City Funded]	GP1013	12/2/2016	Grading and subgrade is complete. Concrete placement for the path has started.
$631,700.00	Ronnie Hammonds	Elsea, Tim	Wilcox Sidewalk Phase 5 [State & MTPO funded]	MPO15D	7/31/2017	Legal path forward to rebid project has been established. Expect rebidding after additional services required for rebid are determined.
$552,800.00	Chad Austin	Hank Clabaugh	Miscellaneous Annexation Utility Improvements		2/21/2017	Pre bid conference 10/25. Bid opening 11/9.
$550,000.00	Michael Thompson	Grieb, Jacob	Enterprise Place Roadway Improvements	GP1611	6/30/2017	Project advertised 10/9/16. Bid opening 11/9/16
$400,000.00	Michael Thompson	Thompson, Michael	Signalization of the SR 126 (Memorial Blvd. at Island Road Intersection [State & MTPO Funded]	MPO15A	9/30/2019	ROW is certified. Finalizing Utility coordination / certification prior to NTP with construction.
$373,656.40	Chad Austin/Steve Robbins	David Edwards	Site Improvements - Konnarock Water Services Center		12/23/2016	Construction underway. Work progressing on grading, water quality swales, and retaining wall.
$250,000.00	Chad Austin		Border Region Area 3 Water Upgrades		2/17/2020	Design to start 1/1/19. Will be included with sewer upgrades to Border Regions Area.
$221,800.00	Tim Elsea	Elsea, Tim	Lynn Garden Signal System [MTPO & City funded]	MPO15C	1/31/2018	Preliminary design plans sent to TDOT for review.
$152,293.29	Chad Austin	Hank Clabaugh	Cliffside Dr Force Main Replacement	TBD	12/31/2016	The contract with Portland Utilities has been executed. Awaiting the scheduling of the pre bid conference.
$131,000.00	Chad Austin	Chad Austin	JB Dennis Annexation - Water	GP1405	12/31/2016	Agreement has been signed by Bloomingdale Utility District. They are going to contract with American Environmental for the work
$91,060.00	Niki Ensor	Mason, David	Storage Building at Waste Water Treatmen Plant	SW1607	11/30/2016	Slab poured. Ready for building erection.
$90,000.00	Kitty Frazier	Clabaugh, Hank	Reedy Creek Terrace Bridge	ST1503	12/31/2016	Property acquisition documents are being finalized.
$77,357.00		Mason, David	Bays Mountain Park CIP Improvements	GP1509	11/30/2016	The new barge is operational. Work on the dock is underway using old barge as a work platform.
$48,967.00	Kitty Frazier	Mason, David	Domtar Park Storage Building	GP1542	1/7/2017	Erecting the building frame.
		Mason, David	Borden Park Improvements Phase 1	GP1510	5/31/2017	In design.
	Chad Austin	Chris Alley	Camp Bays Mountain Annexation		4/30/2017	Annexation is effective 7 October 2016. Customer is planning to open for the summer 2017.

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	Chad Austin	Mike Hickman	Colonial Heights Ph V Sewer & Water	SW1512/ WA1404	12/29/2017	Meeting with residents
	Chris McCartt	Mason, David	Meadowview Renovations	MV1600	4/14/2017	Advertises 10/9. Bid Opening 11/3.
	Chris McCartt	Mason, David	New KATS Transit Center		12/31/2017	In design.
	Morris Baker	Mason, David	Bays Mountain Dam Rehabilitation	GP1707	12/31/2017	Design agreement with Spoden & Wilson executed. Design underway.
	Morris Baker	Mason, David	Library Children's Area	GP1400	12/31/2017	Design documents received. Under review.

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AGENDA

BOARD OF MAYOR AND ALDERMEN

BUSINESS MEETING

Tuesday, November 1, 2016, 7:00 p.m.
City Hall, 225 W. Center St., Courtroom, 2nd Floor

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
Heather Cook, Marketing and Public Relations Director

I. CALL TO ORDER

II.A. PLEDGE OF ALLEGIANCE TO THE FLAG

II.B. INVOCATION – James Meade (retired minister who served Baptist churches)

III. ROLL CALL

IV. RECOGNITIONS & PRESENTATIONS

1. Jim Demming/City Finance Dept. – Certificate of Achievement for Excellence in Financial Reporting

V. APPROVAL OF MINUTES

1. Work Session – October 17, 2016
2. Business Meeting – October 18, 2016

VI. COMMUNITY INTEREST ITEMS

A. PUBLIC HEARINGS

1. Amend the 2015 Consolidated Plan for Housing and Community Development (AF: 290-2016) (Lynn Tully)
    - Public Hearing
    - 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. Award Contract and Budget Ordinance to Appropriate Funds for the Centennial Park Project (AF: 284-2016) (Chris McCartt)
    - Ordinance – First Reading
    - Resolution

2. Agreement with Kingsport Economic Development Board for Economic Development in the Downtown Redevelopment District and Appropriate Funds (AF: 289-2016) (Lynn Tully)
    - Resolution
    - Ordinance – First Reading

3. Enter into a Materials Agreement with Danny Karst Related to Edinburgh South Phase I Development and an Ordinance to Appropriate the Funds (AF: 293-2016) (Ryan McReynolds)
    - Resolution
    - Ordinance – First Reading

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION

1. Appropriate the Best Buy Foundation Community Grant Funds for the Library (AF: 263-2016) (Morris Baker)
    - Ordinance – Second Reading and Final Adoption

2. Appropriate the Tennessee State Library and Archives Construction Grant Funds for the Library (AF: 258-2016) (Morris Baker)
    - Ordinance – Second Reading and Final Adoption

3. Appropriate $20,800.00 from the Tennessee Department of Safety & Homeland Security/Tennessee Highway Safety Office (THSO) (AF: 275-2016) (David Quillin)
    - Ordinance – Second Reading and Final Adoption

4. Budget Ordinance to Transfer Funds to Wilcox Drive Sidewalk Phase 5 Improvements (AF: 276-2016) (Ryan McReynolds)
    - Ordinance – Second Reading and Final Adoption

5. Amend the FY 2017 General Project Fund Budget (AF: 269-2016) (David Frye)
    - Ordinance – Second Reading and Final Adoption

6. Enter into a Contractual Agreement, TDOT Project No: 825307-S3-019 with the Tennessee Department of Transportation for Reimbursement of Capital Expenses to Build Transit Center (AF: 265-2016) (Chris McCartt)
    - Ordinance – Second Reading and Final Adoption

D. <u>OTHER BUSINESS</u>

1. Approving an Architectural Agreement with Perkins & Will for Dobyns-Bennett Science and Technology Building (AF: 288-2016) (David Frye)
    - Resolution

2. Approving a Real Property Acquisition for Property Subject to Eminent Domain Policy (AF 282-2016) (Mike Billingsley)
    - Resolution

3. Approving Offer to Purchase Property for the Transit Center Project (AF: 176-2016) (Chris McCartt)
    - Resolution

4. Amend the Agreement with Barge Waggoner Sumner and Cannon for Design Services Related to Centennial Park to Include Construction Administration Services (AF: 285-2016) (Chris McCartt)
    - Resolution

5. Apply and Receive the Assistance to Firefighters (AFG) Grant (AF: 286-2016) (Craig Dye)
    - Resolution

6. Accepting a Donation, Resolution Ratifying the City Manager's Signature and Approving a Memorandum of Understanding with the Fred and June Childress Fund for the Kingsport Centennial Park (AF: 291-2016) (Mike Billingsley)
    - Resolution

E. <u>APPOINTMENTS</u>

1. Reappointments to the Kingsport Higher Education Commission (AF: 287-2016) (Mayor Clark)
    - Reappointments

VII. CONSENT AGENDA

1. Approval of Easements and Rights-of-Way – Colonial Heights (AF: 279-2016) (Ryan McReynolds)
    - Approve Offer

2. Approval of Easement and Right-of-Way – Centennial Park (AF: 280-2016) (Chris McCartt)
    - Approve Offer

3. Approval of Easements and Rights-of-Way – Enterprise Place (AF: 283-2016) (Ryan McReynolds)
    - Approve Offer

4. Annual Renewal of Public Library Maintenance of Effort Agreement with the Tennessee State Library and Archives (AF: 281-2016) (Morris Baker)
    - Resolution

5. Approving an Amendment to a Materials Agreement with Gregory DePriest (AF: 278-2016) (Jeff Fleming)
    - Resolution

6. Acquisition of Property for Stormwater Management (AF: 252-2016) (Ryan McReynolds)
    - 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, October 17, 2016, 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. **KINGSPORT CONVENTION AND VISITORS BUREAU UPDATE.** Mr. Jud Teague, Mr. Frank Lett and Ms. Lara Potter presented information on this item and answered questions from the board. Discussion followed.

4. **ONEKINGSPORT SUMMIT ADVISORY COMMISSION.** Ms. Jane Henry gave a presentation on this item and made recommendations to the board regarding 35 projects, noting that 20 of those projects are within the current budget. Development Services Director provided further details and answered questions. There was considerable discussion.

5. **PUBLIC RELATIONS.** Marketing and Public Relations Director Heather Cook gave and update on this item and the efforts the city is making regarding this issue. Adrienne Batara gave an overview of the new city website.

6. **PROJECTS STATUS.** City Manager Fleming provided a brief summary on this item.

7. **REVIEW OF AGENDA ITEMS ON THE OCTOBER 18, 2016 REGULAR BUSINESS MEETING AGENDA.** City Manager Fleming and members of staff gave a summary or presentation for each item on the proposed agenda. The following items were discussed at greater length or received specific questions or concerns.

VI.B.6 Enter into a Contractual Agreement, TDOT Project No. 825307-S3-019 with the Tennessee Department of Transportation for Reimbursement of Capital Expenses to Build Transit Center (AF: 265-2016). City Manager Fleming state dthis was the contract with TDOT for the new transit center, pointing out this was a 5.155 million dollar project but the city's portion is only ten percent or $515,000. He noted it was a great leveraging of state and federal funds.

Minutes of the Regular Work Session of the Board of Mayor and Aldermen of Kingsport, Tennessee, Monday, October 17, 2016

VI.D.1 Contract between Environmental Systems Research Institute and City of Kingsport for GIS Software (AF: 262-2016). City Manager Fleming pointed out the importance of GIS. Jake White provided further details on this contract.

8. ADJOURN. Seeing no other matters presented for discussion at this work session, Mayor Clark adjourned the meeting at 6:55 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, October 18, 2016, 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: Police Officers Gore and Hammonds.

II.B. INVOCATION: Carl Strickler (retired minister who served Baptist churches).

III. ROLL CALL: By City Recorder Demming. All Present.

IV. RECOGNITIONS AND PRESENTATIONS.

1. Nancy Fender – Supervisor of the Year & ENP Certification (Alderman Parham).
2. Christy Swiney, Cathy Matt & Ritchie Hite – ENP Certification (Alderman Olterman).
3. ONEKingsport Summit Advisory Commission – Jane Henry.
4. Public Relations – Heather Cook.

V. APPROVAL OF MINUTES.

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

A. October 3, 2016 Regular Work Session
B. October 4, 2016 Regular Business Meeting

Approved: All present voting "aye."

VI. COMMUNITY INTEREST ITEMS.

A. PUBLIC HEARINGS. None.

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. Appropriate the Best Buy Foundation Community Grant Funds for the Library (AF: 263-2016) (Morris Baker).

Motion/Second: McIntire/Mitchell, to pass:
AN ORDINANCE TO AMEND THE GENERAL FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM THE BEST BUY FOUNDATION FOR THE LIBRARY FOR THE YEAR ENDING JUNE 30, 2017; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE
Passed on first reading: All present voting "aye."

2. Appropriate the Tennessee State Library and Archives Construction Grant Funds for the Library (AF: 258-2016) (Morris Baker).

Motion/Second: George/McIntire, to pass:
AN ORDINANCE TO AMEND THE GENERAL PROJECT FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM THE STATE OF TENNESSEE FOR THE LIBRARY FOR THE YEAR ENDING JUNE 30, 2017; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE
Passed on first reading: All present voting "aye."

3. Appropriate $20,800.00 from the Tennessee Department of Safety & Homeland Security/Tennessee Highway Safety Office (THSO) (AF: 275-2016) (David Quillin).

Motion/Second: Duncan/McIntire, to pass:
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, 2017; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE
Passed on first reading: All present voting "aye."

4. Budget Ordinance to Transfer Funds to Wilcox Drive Sidewalk Phase 5 Improvements (AF: 276-2016) (Ryan McReynolds).

Motion/Second: McIntire/George, to pass:
AN ORDINANCE TO AMEND THE GENERAL PROJECT FUND BUDGET BY TRANSFERRING FUNDS TO THE ROAD DESIGN IMPROVEMENT PROJECT FOR THE YEAR ENDING JUNE 30, 2017; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE
Passed on first reading: All present voting "aye."

5. Amend the FY17 General Project Fund Budget (AF: 269-2016) (David Frye).

Motion/Second: McIntire/Duncan, to pass:
AN ORDINANCE TO AMEND THE GENERAL PROJECTS FUND BUDGETS FOR THE FISCAL YEAR ENDING JUNE 30, 2017; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE
Passed on first reading: All present voting "aye."

6. **Enter into a Contractual Agreement, TDOT Project No. 825307-S3-019 with the Tennessee Department of Transportation for Reimbursement of Capital Expenses to Build Transit Center** (AF: 265-2016) (Chris McCartt).

Motion/Second: George/McIntire, to pass:
AN ORDINANCE TO AMEND THE URBAN MASS TRANSIT FUND BUDGET BY APPROPRIATING GRANT FUNDS FROM THE TENNESSEE DEPARTMENT OF TRANSPORTATION TO THE TRANSIT CENTER PROJECT FOR THE YEAR ENDING JUNE 30, 2017; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE
Passed on first reading: All present voting "aye."

Motion/Second: Mitchell/McIntire, to pass:
Resolution No. 2017-064, A RESOLUTION APPROVING AN AGREEMENT WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR REIMBURSEMENT OF CAPITAL EXPENDITURES TO BUILD THE TRANSIT CENTER 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."

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION.

1. **Accept Funds Received from Sullivan County to Assist with Purchasing a Fire Truck and Appropriate the Funds** (AF: 251-2016) (Craig Dye).

Motion/Second: Duncan/George, to pass:
ORDINANCE NO. 6611, AN ORDINANCE TO AMEND THE FLEET FUND BUDGET BY APPROPRIATING DONATED FUNDS RECEIVED FROM SULLIVAN COUNTY TO ASSIST IN PURCHASING A FIRE TRUCK FOR THE YEAR ENDING JUNE 30, 2017; 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. **Award Contract and Budget Ordinance to Transfer Funds for the Konnarock Road Water/Sewer Office Project** (AF: 254-2016) (Ryan McReynolds, Chad Austin).
Motion/Second: McIntire/George, to pass:
ORDINANCE NO. 6612, AN ORDINANCE TO AMEND THE WATER, SEWER AND STORM WATER PROJECT FUND BUDGETS BY TRANSFERRING FUNDS FOR THE

FACILITIES IMPROVEMENTS PROJECTS FOR THE YEAR ENDING JUNE 30, 2017; 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. Appropriate $22,193.00 from the USDOJ/Bureau of Justice Assistance Grant FY16 Local Solicitation (AF: 256-2016) (David Quillin)

Motion/Second: Parham/Duncan, to pass:
ORDINANCE NO. 6613, AN ORDINANCE TO AMEND THE JUSTICE ASSISTANCE GRANT FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM THE USDOJ/BUREAU OF JUSTICE FOR THE YEAR ENDING JUNE 30, 2017; 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."

4. Fund Stormwater Improvements on Belvedere Street with Unused CIP Funds (AF: 250-2016) (Ryan McReynolds)

Motion/Second: McIntire/Parham, to pass:
ORDINANCE NO. 6614, AN ORDINANCE TO AMEND THE STORM WATER PROJECT FUND BUDGETS BY TRANSFERRING FUNDS TO THE BELVEDERE DRAINAGE IMPROVEMENT PROJECT FOR THE YEAR ENDING JUNE 30, 2017; 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."

5. Appropriate Funding for a Section 5339 (b) Grant Application (AF: 257-2016) (Chris McCartt)

Motion/Second: McIntire/George, to pass:
ORDINANCE NO. 6615, AN ORDINANCE TO AMEND THE URBAN MASS TRANSIT PROJECT FUND BUDGET FOR THE YEAR ENDING JUNE 30, 2017; 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."

6. Appropriate Federal Funds for A&E Services for KATS Transit Center Project (AF: 168-2016) (Chris McCartt)

Motion/Second: Olterman/McIntire, to pass:
ORDINANCE NO. 6616, AN ORDINANCE TO AMEND THE URBAN MASS TRANSIT FUND BUDGET BY APPROPRIATING GRANT FUNDS TO THE TRANSIT CENTER PROJECT FOR THE YEAR ENDING JUNE 30, 2017; 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."

D. OTHER BUSINESS.

1. Contract between Environmental Systems Research Institute and City of Kingsport for GIS Software (AF: 262-2016) (Jake White).

Motion/Second: Parham/Duncan, to pass:
Resolution No. 2017-065, A RESOLUTION APPROVING AN AGREEMENT WITH ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE FOR GIS SOFTWARE 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."

2. Bid Award for the Purchase of Two (2) Agricultural Tractors with Mower Attachments (AF: 267-2016) (Chris McCartt, Ryan McReynolds, Steve Hightower)

Motion/Second: McIntire/Parham, to pass:
Resolution No. 2017-066, A RESOLUTION AWARDING THE BID FOR THE PURCHASE OF TWO AGRICULTURAL TRACTORS WITH MOWER ATTACHMENTS TO PREMIER EQUIPMENT, LLC AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME
Passed: All present voting "aye."

3. Bid Award for the Purchase of One (1) Fire Pumper Apparatus Refurbishment to Mid-South Emergency Equipment, Inc. (AF: 271-2016) (Craig Dye, Chris McCartt, Steve Hightower).

Motion/Second: Duncan/McIntire, to pass:
Resolution No. 2017-067, A RESOLUTION AWARDING THE BID FOR THE PURCHASE OF ONE FIRE PUMPER APPARATUS REFURBISHMENT TO MID-SOUTH EMERGENCY EQUIPMENT, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME
Passed: All present voting "aye."

4. Enter into a Contractual Agreement, TDOT Project No. 825307-S3-002, with the Tennessee Department of Transportation for Reimbursement of Capital Expenses (AF: 264-2016) (Chris McCartt).

Motion/Second: Mitchell/Parham, to pass:
Resolution No. 2017-068, A RESOLUTION APPROVING AN AGREEMENT WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR REIMBURSEMENT OF

CAPITAL EXPENSES 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."

5. Authorization to Purchase Furnishings for D-B Excel (AF: 277-2016) (David Frye, Shanna Hensley).

Motion/Second: McIntire/Duncan, to pass:
Resolution No. 2017-069, A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR FURNITURE FOR THE DB EXCEL PROGRAM TO WORKPLACE INTERIORS FOR THE KINGSPORT CITY SCHOOLS
Passed: All present voting "aye."

6. Apply for and Receive a Grant for up to $15,000 from the Office of Criminal Justice Programs of the State of Tennessee FY17 Local Law Enforcement Equipment Program (AF: 273-2016) (David Quillin).

Motion/Second: George/Olterman, to pass:
Resolution No. 2017-070, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A FISCAL YEAR 2017 LOCAL LAW ENFORCEMENT EQUIPMENT PROGRAM GRANT FROM THE OFFICE OF CRIMINAL JUSTICE PROGRAMS OF THE STATE OF TENNESSEE
Passed: All present voting "aye."

7. Authorize the City of Kingsport to Participate in the TML Risk Management Pool "Driver Safety" Matching Grant Program (AF: 260-2016) (Mike Billingsley).

Motion/Second: Duncan/Mitchell, to pass:
Resolution No. 2017-071, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A GRANT FROM THE TENNESSEE RISK MANAGEMENT POOL FOR THE PURCHASE OF SAFE DRIVING RELATED TRAINING AND MATERIALS
Passed: All present voting "aye."

8. Amend Agreement with Cartegraph Systems, Inc. (AF: 274-2016) (Ryan McReynolds).

Motion/Second: McIntire/George, to pass:
Resolution No. 2017-072, A RESOLUTION APPROVING AN AMENDMENT ENTITLED "PURCHASE AGREEMENT" TO THE MASTER AGREEMENT WITH CARTEGRAPH SYSTEMS, INC.; AUTHORIZING THE MAYOR TO EXECUTE THE

AGREEMENT; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT
Passed: All present voting "aye."

9. Authorization to Purchase Equipment for School Nutrition (AF: 270-2016) (Jennifer Walker).

Motion/Second: Mitchell/Olterman, to pass:
Resolution No. 2017-073, A RESOLUTION AWARDING THE BID FOR FIFTEEN (15) FOOD SERVICE EQUIPMENT ITEMS FOR USE BY KINGSPORT SCHOOL NUTRITION PROGRAM TO KATOM RESTAURANT SUPPLY AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME
Passed: All present voting "aye."

10. Approve List of Projects to be Continued Under the ONEKingsport Effort (AF: 268-2016) (Jane Henry, SAC Chair, Lynn Tully).

Motion/Second: McIntire/Parham, to pass:
APPROVE LIST OF PROJECTS TO BE CONTINUED UNDER THE ONEKINGSPORT EFFORT
Passed: All present voting "aye."

E. APPOINTMENTS/REAPPOINTMENTS. None.

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

Motion/Second: Parham/Duncan, to adopt:

1. Acquisition of Property for Colonial Heights Sanitary Sewer Pump Station (AF: 266-2016) (Ryan McReynolds).

Pass:
Resolution No. 2017-074, A RESOLUTION APPROVING AN OFFER FOR THE PURCHASE OF REAL PROPERTY FOR SANITARY SEWER PUMP STATION; AUTHORIZING THE MAYOR TO MAKE CERTAIN CHANGES TO THE AGREEMENT, IF NECESSARY; AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION
Passed: All present voting "aye."

2. Execute a Signature Authority Form Allowing the Chief of Police or Designee to Complete Grant Reports (AF: 272-2016) (David Quillin).
Pass:
Resolution No. 2017-075, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A SIGNATURE AUTHORITY CONSENT FORM TO DESIGNATE THE

CHIEF OF POLICE OR ANOTHER INDIVIDUAL AS THE SIGNATORY AUTHORITY FOR ALL GRANT RELATED DOCUMENTS FOR THE 2016-2017 TENNESSEE HIGHWAY SAFETY GRANT
Passed: All present voting "aye."

VIII. COMMUNICATIONS.

A. **CITY MANAGER.** Mr. Fleming gave details on the capital improvement projects and the process involved. He also recognized Lynn Tully for being appointed by Governor Haslam as a board member to the Tennessee Housing and Development Agency and also the 2017 Vice-President of the Tennessee American Planning Association. He also mentioned Chris McCartt's son and Ryan McReynolds' son for their participation in special school activities.

B. **MAYOR AND BOARD MEMBERS.** Alderman Olterman commented on the city-wide employee appreciation lunch as well as a lunch for Public Works for so many days without an accident at work. Alderman George remarked on her trip to New Mexico which coincided with the balloon festival, pointing out that Wayne Fortney was there and was a great ambassador for the City. She stated he was interviewed and Festus made the front page of the newspaper. Vice-Mayor McIntire commended staff on their efforts to obtain grants that benefit the city. He congratulated Dobyns Bennett for being named a top high school by Newsweek. The vice-mayor noted Kingsport was named an age-friendly community by AARP. He stated Friends in Need and Miles of Smiles would be having fundraisers at Meadowview. Lastly, Mr. McIntire reminded everyone that early-voting starts tomorrow. Alderman Duncan stated his tie was signed by new members of the Chamber of Commerce and commented on a recent groundbreaking ceremony. He also commented on the DB band and their successful program this season. Alderman Mitchell highlighted upcoming events in the area including a PEAK explore downtown event, Romeo and Juliet by the State Theatre, and the Susan G. Komen Race for the Cure. Alderman Parham noted the importance of the vote on the ONEKingsport list, pointing out it's a step closer in implementing the people's vision. He also commented on a recent article in the paper, noting the leadership of the police chief over a recent event in the Riverview community. Mayor Clark commented on the city's efforts to improve operations to have a better quality of life for the citizens. He also commented on the presentation at the work session yesterday by the Kingsport Convention and Visitor's Bureau and the positive impact they have on the community.

C. **VISITORS.** None.

Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen of the City of Kingsport, Tennessee, Tuesday, October 18, 2016

IX. ADJOURN. Seeing no other business for consideration at this meeting, Mayor Clark adjourned the meeting at 8:35 p.m.

ANGELA MARSHALL
Deputy City Recorder

JOHN CLARK
Mayor

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Amend the 2015 Consolidated Plan for Housing and Community Development

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

Action Form No.: AF-290-2016
Work Session: October 31 2016
First Reading: N/A

Final Adoption: November 1, 2016
Staff Work By: Haga
Presentation By: Lynn Tully, AICP

Recommendation:
Conduct Public Hearing and approve the Resolution.

Executive Summary:
In May 2015, the Northeast Tennessee/Southwest Virginia HOME Consortium approved and submitted its 2015 Consolidated Plan for Housing and Community Development. As a member of the Consortium, the City of Kingsport participated in the development of the Consolidated Plan, the mechanism through which member jurisdictions apply for HOME and CDBG funding. The Consolidated Plan outlines the goals, objectives and actions member jurisdictions plan to undertake using various Federal funds. Agencies within the service area of the Consortium who apply for Federal funding must certify that projects for which they apply are consistent with the local Consolidated Plan.

The Kingsport Housing and Redevelopment Authority have been in the process of developing a plan to redevelop the public housing developments of Kingsport and their surrounding neighborhoods. At the time of the development of the 2015 Consortium Consolidated Plan, KHRA's plans did not specifically identify activities or projects in detail enough to include in the Consolidated Plan. KHRA is now proposing to apply for funding to begin the acquisition and demolition pieces of the Midtown Plan, as well as some other preliminary activities in other developments. As such, a certification that the projects are consistent with the Consolidated Plan must be approved by the Consortium Board of Directors. This process must involve a public hearing and approval of a resolution requesting the amendment from the local participating jurisdiction. Attached is a resolution requesting the Consortium Board of Directors to approve an amendment to the 2015 Consolidated Plan.

Attachments:
1. Resolution
2. Proposed Amendment Summary
3. Public Hearing Advertisement

	Y	N	O
Duncan			
George			
McIntire			
Mitchell			
Olterman			
Parham			
Clark			

RESOLUTION NO. _____

A RESOLUTION REQUESTING APPROVAL OF AN AMENDMENT TO THE 2015 NORTHEAST TN/SOUTHWEST VA HOME CONSORTIUM CONSOLIDATED PLAN

WHEREAS, the City of Kingsport desires to assist the Kingsport Housing and Redevelopment Authority (KHRA) in its efforts to redevelop the public housing developments in the city; and

WHEREAS, projects and plans which request certain funding from the United States Government require that they are consistent with the local jurisdiction's Consolidated Plan approved by the Department of Housing and Urban Development; and

WHEREAS, KHRA must certify that the public housing redevelopment project is consistent with the 2015 Consolidated Plan of the Northeast TN/Southwest VA HOME Consortium.

Now therefore,

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

SECTION I. That the City of Kingsport Board of Mayor and Aldermen support the redevelopment plan for public housing developments of the city, and request the Board of Directors of the Northeast TN/Southwest VA HOME Consortium amend its 2015 Consolidated Plan to reflect the goals, objectives, plans and actions of the Midtown Plan.

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 1st day of November, 2016.

_____
JOHN CLARK, MAYOR

ATTEST:

_____
JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

_____
J. MICHAEL BILLINGSLEY, CITY ATTORNEY

Kingsport Housing & Redevelopment Authority plans to redevelop its entire public housing stock over the next few years.

The first phase of the project will focus on the Midtown Neighborhood as identified in the Choice Neighborhoods Transformation Plan. This will include the demolition/disposition of Robert E. Lee Apartments and the construction of approximately 51 new units onsite. The remaining replacement units will be constructed in a phase two project.

Phase one of the project also includes the complete interior and exterior redevelopment of Cloud Apartments, which is included in the Midtown Neighborhood. Cloud Apartments will be converted under the Rental Assistance Demonstration Program to Project Based Vouchers.

Tiffany Court will also be converted under the Rental Assistance Demonstration Program to Project Based Vouchers, and under significant interior and exterior renovations.

The first phase of the project will also include the disposition of Holly Hills Apartments and Dogwood Terrace, which will both undergo significant interior and exterior renovations.

And Charlemont Apartments, which KHRA acquired in the fall of 2015, will undergo complete interior and exterior renovations.

TimesNews KINGSPORT TENNESSEE

Order Confirmation

Ad Order Number	Customer	Payor Customer
0001330000	KINGSPORT HOUSING & REDEVELO	KINGSPORT HOUSING & REDEVELOP
Sales Rep.	**Customer Account**	**Payor Account**
sedwards	1076039	1076039
Order Taker	**Customer Address**	**Payor Address**
sedwards	P.O. BOX 44 KINGSPORT TN 37662 USA	P.O. BOX 44 KINGSPORT TN 37662 USA
Ordered By		
	Customer Phone	**Payor Phone**
Order Source	423-392-2594 423-245-0135	423-392-2594 423-245-0135
PO Number	**Customer Fax**	**Customer EMail**
		RickKilgore@kingsporthousing.org

PUBLIC NOTICE

The Kingsport Board of Mayor & Aldermen will hold a public hearing at its regularly scheduled meeting, at 7 p.m. Nov. 1, 2016, in the courtroom at Kingsport City Hall, to consider an amendment to the Consolidated Plan. The BMA will consider a resolution requesting the consortium to amend the Consolidated Plan to include the redevelopment of KHRA properties, and certain KHRA grant programs.

PUB1T: 10/16/16

Tear Sheets	Proofs	Affidavits	Payment Method
0	0	1	

Invoice Text:

Blind Box	Materials	Color
		<NONE>

Net Amount	Tax Amount	Total Amount	Payment Amt	Amount Due
$50.38	$0.00	$50.38	$0.00	$50.38

Ad Number	Ad Type	Ad Size	Pick Up Number
0001330000-01	XLegal Liner	1.0 X 26 Li	
External Ad #			**Ad Attributes**

Run Dates 10/16/2016

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Award Contract and Budget Ordinance to Appropriate Funds for the Centennial Park Project

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

Action Form No.: AF-284-2016
Work Session: October 31, 2016
First Reading: November 1, 2016

Final Adoption: November 15, 2016
Staff Work By: D. Mason
Presentation By: C. McCartt

Recommendation:
Approve the Budget Ordinance and Resolution.

Executive Summary:
In 2014 a Centennial Committee was formed to craft a plan for Kingsport's centennial celebration. The Legacy Subcommittee was tasked with researching and developing a financially feasible and sustainable Centennial destination project. The legacy project will be a park located on Main Street at Cherokee Street.

Construction of Centennial Park is funded by private donations from the community supported by matching funds from the City of Kingsport. This budget ordinance appropriates $520,000 in donations from the East Tennessee Foundation to be placed in project number GP1627 along with matching city funds.

Bids for construction of the park were opened on October 11, 2016. Staff recommends awarding the contract to the low bidder, Armstrong Construction. The construction cost is as follows:

Base Bid:	$830,900.00
Alternate 1 – Water Feature:	$392,800.00
Alternate 3 – Irrigation:	$21,600.00
Contingency (6%):	$74,718.00
Total:	$1,320,018.00

Attachments:
1. Budget Ordinance
2. Contract Award Resolution
3. Bid Tabulation

Funding source appropriate and funds are available: _____

	Y	N	O
Duncan			
George			
McIntire			
Mitchell			
Olterman			
Parham			
Clark			

PRE-FILED
CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE GENERAL PROJECT FUND BUDGET BY APPROPRIATING DONATED FUNDS RECEIVED FROM THE EAST TENNESSEE FOUNDATION FOR THE YEAR ENDING JUNE 30, 2017; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Project Fund budget be amended by appropriating donated funds in the amount of $520,000 received from the East Tennessee Foundation to the Centennial Park/Downtown Parks project (GP1627).

Account Number/Description:	**Budget**	**Incr/<Decr>**	**New Budget**
Fund 311: General Project Fund			
Centennial Park /Downtown Parks (GP1627)			
Revenues:	$	$	$
311-0000-364-5621 East Tenn. Foundation	0	520,000	520,000
311-0000-368-1047 Series 2014A GO Bonds	126,266	0	126,266
311-0000-391-0100 From General Fund	851,200	0	851,200
Totals:	**977,466**	**520,000**	**1,497,466**
Expenditures:			
311-0000-601-2022 Construction Contracts	20,000	0	20,000
311-0000-601-2023 Arch/Eng/ Landscaping	49,688	0	49,688
311-0000-601-2095 Public Art	0	5,000	5,000
311-0000-601-9003 Improvements	907,778	515,000	1,422,778
Totals:	**977,466**	**520,000**	**1,497,466**

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:

_____
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 AWARDING A CONTRACT FOR THE CONSTRUCTION OF CENTENNIAL PARK TO ARMSTRONG CONSTRUCTION AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR SAME AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT.

WHEREAS, bids were opened on October 13, 2016 for the Centennial Park project; and

WHEREAS, upon review of the bids, the board finds Armstrong Construction is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to enter into a contract for construction of Centennial Park; and

WHEREAS, the project will include the base bid, alternate 1 – water feature, and alternate 3 – irrigation system; and

WHEREAS, the total amount of the construction contract is $1,245,300.00; and

WHEREAS, funding is identified in project number GP1627;

Now therefore,

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

SECTION I. That the bid for the construction of Centennial Park, including the base bid, alternate 1 and alternate 3, in the amount of $1,245,300.00 is awarded to Armstrong Construction Company.

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 agreement for the construction of Centennial Park and all other documents necessary and proper to effectuate the purpose of the amendment.

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

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

ADOPTED this the 1st day of November, 2016.

JOHN CLARK, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES
BID OPENING
October 11, 2016
4:00 P.M.

Present: Sandy Crawford, Procurement Manager; Chris McCartt, Assistant City Manager – Administration; David Mason, Project Manager; and Jennifer Salyers, Barge, Waggoner, Sumner & Cannon

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

The Procurement Manager opened with the following bids:

CENTENNIAL PARK				
Vendor:	Base Bid:	Add Alt. #1 Water Feature	Add Alt. #2 Stage	Add Alt. #3 Irrigation
Armstrong Construction Co., Inc.	$ 830,900.00	$392,800.00	$105,300.00	$21,600.00
Goins Rash Cain, Inc.	$ 915,000.00	$377,000.00	$158,000.00	$28,000.00
King General Contractors, Inc.	$1,115,358.14	$410,000.00	$216,425.00	$23,250.00

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

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Agreement with Kingsport Economic Development Board for Economic Development in the Downtown Redevelopment District and Appropriate Funds

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

Action Form No.: AF-289-2016
Work Session: October 31, 2016
First Reading: N/A

Final Adoption: November 1, 2016
Staff Work By: Lynn Tully
Presentation By: Lynn Tully

Recommendation:
To approve the resolution authorizing administration of the Façade & Redevelopment Grant Program by the KEDB and approve the budget Ordinance to provide funding in the amount of $60,000.

Executive Summary:
We have for several years authorized the KEDB to administer the Downtown Façade & Redevelopment grant program. As the funds have dwindled over time, this resolution provides for additional funds for the program in the amount of $60,000. The program has become increasingly successful, providing over $659,750 in grant funds since 2007 in 61 different projects. The typical project receives an average of $10,282 each at a 50% match.

Attachments:
1. Resolution for KEDB Funds
2. Ordinance to Transfer Budget Monies
3. KEDB Agreement

Funding source appropriate and funds are available: _____

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT WITH KINGSPORT ECONOMIC DEVELOPMENT BOARD FOR THE ECONOMIC DEVELOPMENT IN THE DOWNTOWN REDEVELOPMENT DISTRICT AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the Kingsport Economic Development Board (KEDB) has a Downtown Facade & Redevelopment Grant program; and

WHEREAS, the city would like to make a contribution to KEDB for economic development, pursuant to T.C.A. § 6-54-118; and

WHEREAS, the city would like to enter into an agreement with KEDB for the contribution of the funds setting out certain terms for the contribution; and

WHEREAS, the agreement include the contribution of $60,000.00 to KEDB for the administration of the Downtown Façade & Redevelopment Grant Program;

Now therefore,

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

SECTION I. That the board finds that slum and blight in the Downtown Redevelopment District inhibits economic development in the district.

SECTION II. That the funds contributed hereto to Kingsport Economic Development Board (KEDB) will assist in the economic development for the Downtown Redevelopment District.

SECTION III. That an agreement with Kingsport Economic Development Board (KEDB) for the Downtown Facade & Redevelopment Grant program, is approved.

SECTION IV. 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 contribution agreement with Kingsport Economic Development Board (KEDB) for Economic Development in the Downtown Redevelopment District including for the Downtown Facade & Redevelopment Grant program and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution.

SECTION V. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the agreement 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 V. 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 VI. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 1st day of November, 2016.

_____
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 TRANSFERRING FUNDS TO THE KINGSPORT ECONOMIC DEVELOPMENT BOARD FAÇADE PROGRAM 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 budget be amended by transferring funds in the amount of $60,000 from the Downtown project (NC1606) to the Special Program Operating budget to fund the KEDB Façade program.

Account Number/Description:	**Budget**	**Incr/<Decr>**	**New Budget**
Fund 110: General Fund			
Expenditures:			
110-1005-405-8078 KEDB Façade Program	0	60,000	60,000
110-4804-481-7035 General Projec-Special Revenue Fund	1,591,633	(60,000)	1,531,633
Totals:	1,591,633	0	1,591,633
Fund 111: General Project-Spec. Rev. Fund			
Downtown Project (NC1606)			
Revenues:	$	$	$
111-0000-391-0100 From General Fund	203,108	(60,000)	143,108
Totals:	**203,108**	**(60,000)**	**143,108**
Expenditures:	$	$	$
111-0000-601-2022 Construction Contracts	203,108	(60,000)	143,108
Totals:	**203,108**	**(60,000)**	**143,108**

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:

_____
ANGELA L. MARSHALL
Deputy City Recorder

APPROVED AS TO FORM:

_____
J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____

AGREEMENT

This Agreement, made and entered into this ___ day of _____, 2016, by and between the City of Kingsport, Tennessee, with principal offices at 225 West Center Street, Kingsport, Tennessee, hereinafter called "**CITY**", and the Industrial Development Board of the City of Kingsport, Tennessee, having its principal at 151 East Main Street, Kingsport, Tennessee, hereinafter called "**KEDB**".

W I T N E S S E T H:

WHEREAS, **KEDB** has a Downtown Façade and Redevelopment Program; and

WHEREAS, **CITY,** pursuant to T.C.A. § 6-54-118, is authorized to make a contribution to **KEDB** for economic development; and

WHEREAS, **KEDB** will report all activities for the program to **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:

SECTION I
PROJECT DESCRIPTION/STATEMENT OF WORK

A. Purpose of Program

The Downtown Façade and Redevelopment Program is an effort to prevent and/or eliminate blighting effects in the downtown area of **CITY** by providing façade improvement grants to properties in the Downtown Redevelopment District, thereby enhancing economic development in the Downtown Redevelopment District.

B. Method of Operation

CITY will provide a contribution to **KEDB** in the amount of $60,000, which may be used for the program, as set out in the Downtown Facade Grant program guidelines, a copy of which attached as Exhibit A.

SECTION II
RECORDS AND REPORTS

A. With guidance from **CITY**, and in order to document the slum and blight benefit, **KEDB** will maintain records that document that the program prevents slum and blighting effects and provides for economic development to the Downtown Redevelopment District.

B. While **KEDB** has funds contributed herein, it will prepare and submit to **CITY** an annual report describing its progress in the program.

C. **KEDB** will maintain books, records and documents in accordance with accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by **CITY** under this Agreement.

D. **KEDB** will make all records/reports readily available for inspection by **CITY**, or any of its duly

authorized representatives for the purpose of making audit, examination, excerpts and transcriptions.

SECTION III
OTHER REQUIREMENTS

A. **KEDB**, 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 these funds.

B. To the extent allowed by state law **KEDB** agrees that it will indemnify and hold **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 **KEDB** to comply with any and all statutes and regulations applicable under this Agreement.

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

CITY OF KINGSPORT

_____ _____

JOHN CLARK, Mayor Date

ATTEST: APPROVED TO AS TO FORM:

_____ _____

JAMES H. DEMMING, City Recorder J. MICHAEL BILLINGSLEY, City Attorney

INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSPORT, TENNESSEE

_____ _____

BILL DUDNEY, Chair Date

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Enter into a Materials Agreement with Danny Karst Related to Edinburgh South Phase I Development and an Ordinance to Appropriate the Funds

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

Action Form No.: AF-293-2016
Work Session: October 31, 2016
First Reading: N/A

Final Adoption: November 1, 2016
Staff Work By: R. McReynolds
Presentation By: R. McReynolds

Recommendation:
Approve the Resolution and Ordinance.

Executive Summary:
In an effort to promote smart growth and infill development as well as encourage the new housing market within the Kingsport city limits, the City of Kingsport passed the Materials Agreement Policy as set forth in Resolution 2007-084. Developers have the opportunity to enter into an agreement with the City whereas the City furnishes the water and sewer materials for the developers use within the developer's proposed subdivision. The developer would be responsible for posting a cash bond covering the cost of the materials that would be available for refund (minus sales tax) once the project is completed and has been approved by the City Engineer and the Regional Planning Commission.

Pursuant to the policy, Danny Karst has requested that his proposed development, Edinburgh South Phase I, be allowed to participate in the materials agreement program. The total amount of the agreement is proposed at $36,694.42 for a new twenty three (23) lot development.

To date, including this development, the program has supported 835 new/proposed lots within the City of Kingsport. Of those lots, 392 Building Permits and 323 Certificates of Occupancy have been issued to date.

Attachments:
1. Resolution
2. Ordinance
3. Agreement
4. Cost Table
5. Location Map
6. Development Chart

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 ENTER INTO A MATERIALS AGREEMENT WITH DANNY KARST RELATED TO EDINBURG SOUTH PHASE I DEVELOPMENT AND AUTHORIZING THE MAYOR TO SIGN ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, pursuant to the Materials Agreement Policy as set forth in Resolution 2007-084, Danny Karst would like to enter into a Materials Agreement for the provision of certain water and sewer materials by the city for Edinburg South Phase I, a 23 lot development; and

WHEREAS, the total amount of the agreement as proposed is $36,694.42;

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, a Materials Agreement with Danny Karst to provide certain water and sewer materials by the city for Edinburg South Phase I, in the amount of $36,694.42, and the mayor is further authorized and directed to execute all documents necessary and proper to effectuate the purpose of the agreement.

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

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

ADOPTED this the 1st day of November, 2016.

_____
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 WATER AND SEWER PROJECT FUNDS BY TRANSFERRING FUNDS TO THE EDINBURGH SOUTH PHASE 1 MATERIALS AGREEMENT PROJECTS (WA1785 AND SW1785); AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Water Fund project and the Sewer Fund project budgets be amended by decreasing the funds transferred from the Water Fund operating budget by $17,653 and by decreasing the funds transferred from the Sewer Fund operating budget by $15,858 to the Edinburgh South Phase 1 projects (WA1785 and SW1785) to fund the materials agreement.

Account Number/Description:	**Budget**	**Incr/<Decr>**	**New Budget**
Water Project Fund:451			
Edinburgh South Phase 1 (WA1785)			
Revenues			
451-0000-391-4500 From the Water Fund	0	17,653	17,653
Totals:	**0**	**17,653**	**17,653**
Expenditures:			
451-0000-605-9003 Improvements	0	17,653	17,653
Totals:	**0**	**17,653**	**17,653**
Account Number/Description:			
Sewer Project Fund:452			
Edinburgh South Phase1 (SW1785)			
Revenues			
452-0000-391-4200 From the Sewer Fund	0	15,858	15,858
Totals:	**0**	**15,858**	**15,858**
Expenditures:			
452-0000-606-9003 Improvements	0	15,858	15,858
Totals:	**0**	**15,858**	**15,858**

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:

_____
JAMES H. DEMMING
City Recorder

APPROVED AS TO FORM:

_____
J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____

MATERIALS AGREEMENT

This AGREEMENT, made and entered into on this 1st day of November, 2016, by and between Danny Karst, hereinafter "Developer", and the City of Kingsport, Tennessee, a municipal corporation, hereinafter "City".

WITNESSETH:

1. The Developer has subdivided a tract of land known as Edinburgh South Phase I, and preliminary approval having been heretofore granted by the Planning Commission.

2. The plans for the proposed water and sewer line improvement of the subdivided property have been submitted to and approved by the City of Kingsport, City Engineer and will require 2,122 LF of sewerline and 735 LF of waterline to construct.

3. The estimated cost of the materials listed in paragraph 2 above is approximately $36,694.42. The Developer will purchase this material from the City for use for construction pursuant to this contract only.

4. The Developer will install the lines according to City's specifications, and will pay all costs for installation of all mains, valves, hydrants and other appurtenances, and will furnish the City "as built" drawings showing the cost lists of all pipe fittings, as well as their exact location.

5. The Developer, upon completion of the work and acceptance by the City, will tender to the City an instrument conveying unencumbered ownership of the lines and easement over and under the land where said lines are laid. Once this conveyance has been made and all the permits needed have been issued, all the inspections completed and passed, and all the payments have been made to the City by the Developer, the City will cause the said line to be connected to the main distribution line of the City.

6. The Developer will reimburse the City for any materials or engineering work required not covered by this agreement.

7. Prior to any reimbursement by the City to the Developer, the Developer will cause the property to be completely annexed into the corporate limits of the City.

8. The Developer will save the City harmless from any and all responsibility for laying any lines, etc., on or across any private premises not dedicated to public use.

9. The Developer will pay the City for the materials listed above and supplied by the City, and upon completion of the laying of water and sewer lines according to specification of and the plans approved by the City, and upon the Developer fully performing all the requirements contained in this agreement the City will reimburse the Developer for the amount paid to the City for the pipe purchased and used in the subdivision, less state and local sales tax.

10. The purpose of this agreement is to reimburse the Developer for 100% of cost of the water and sewer material, less state and local sales tax, with said materials being purchased from the City, and reimbursement for the cost of the materials being made to the Developer subject to the satisfactory completion of all terms of this agreement including complete annexation of the property into the corporate limits of the City.

11. It is understood that the Developer will do any and all ditching, laying of the pipelines, and any and all other work that may be necessary to meet the specifications of the City.

12. Any unused materials acquired by the Developer from the City will be returned to the City and the costs of such material, if returned undamaged, will be credited to the Developer.

IN TESTIMONY WHEREOF, the parties hereto have unto set their hands and seal on this the day and year first above written.

_____
Developer

_____
John Clark, Mayor

Attest:

_____
James Demming, City Recorder

Approved as to form:

_____
J. Michael Billingsley, City Attorney

Materials Agreement

Project: Edinburgh South
Date: October 28, 2016
Developer:

Water line		Anticipated		Estimated	
Item #	Item description	Units	U/M	Price	Total
41864	8" DI pipe	41.00	jts	$277.56	$11,379.96
42120	4' bury hydrant	1.00	ea	$1,286.50	$1,286.50
42325	6" gate valve	1.00	ea	$423.30	$423.30
41829	8" MJ DI acc. Kit	6.00	ea	$14.28	$85.68
43032	8x8x8 anchoring tee	1.00	ea	$81.66	$81.66
42335	8" MJ gate valve	1.00	ea	$674.10	$674.10
43031	8x8x6 anchor tee	1.00	ea	$103.37	$103.37
40835	8" joint restraint kit	6.00	ea	$36.07	$216.42
41871	8" romac alpha cap w/2" tap	2.00	ea	$183.30	$366.60
42732	Midstate meter box/lid	20.00	st	$40.00	$800.00
40401	straight linsetter	20.00	ea.	$111.77	$2,235.40
Building code					
	Receipt To:				
Subtotal:	451-0000-208-1250				$17,652.99
Sales Tax:	451-0000-207-0201			9.50%	$1,677.03
Project #	**WA1785**			Water Total:	$19,330.02
	Expense To:				
Water acct. #	451-0000-605-9003				

KINGSPORT
TENNESSEE

Materials Agreement

Sanitary sewer		Anticipated		Estimated	
Item #	Item description	Units	U/M	Price	Total
45003	8" x 14' sdr-35 gsktd sewer pipe	153.00	jt	$39.90	$6,104.70
45057	8" x 6" tee wye gsktd sewer	28.00	ea	$30.00	$840.00
45112	manhole covers v-1312-44	9.00	ea	$193.80	$1,744.20
	Manhole per vertical ft.	9.00	ea	$796.56	$7,169.00
Building code					
	Receipt To:				
Subtotal:	452-0000-208-1250				$15,857.90
Sales Tax:	452-0000-207-0201			9.50%	$1,506.50
Project #	**SW1785**			Sewer Total:	$17,364.40
	Expense To:				
Sewer acct #:	452-0000-606-9003				
				Grand Total:	$36,694.42

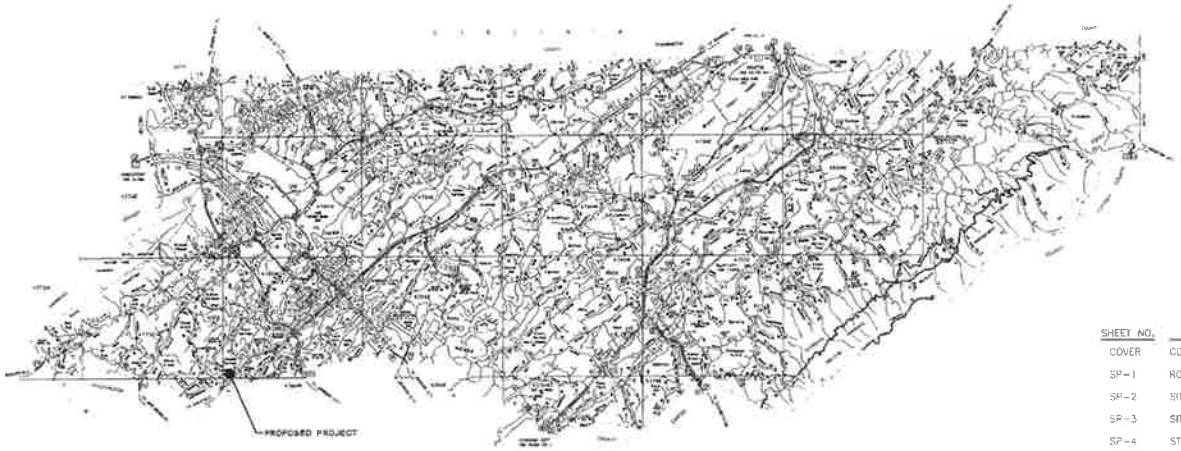
KINGSPORT
TENNESSEE

EDINBURGH SOUTH - PHASE 1

THE EDINBURGH GROUP, LLC.

KINGSPORT, SULLIVAN COUNTY, TENNESSEE

LOCATION MAP
N.T.S.



SULLIVAN COUNTY
TENNESSEE

INDEX OF SHEETS

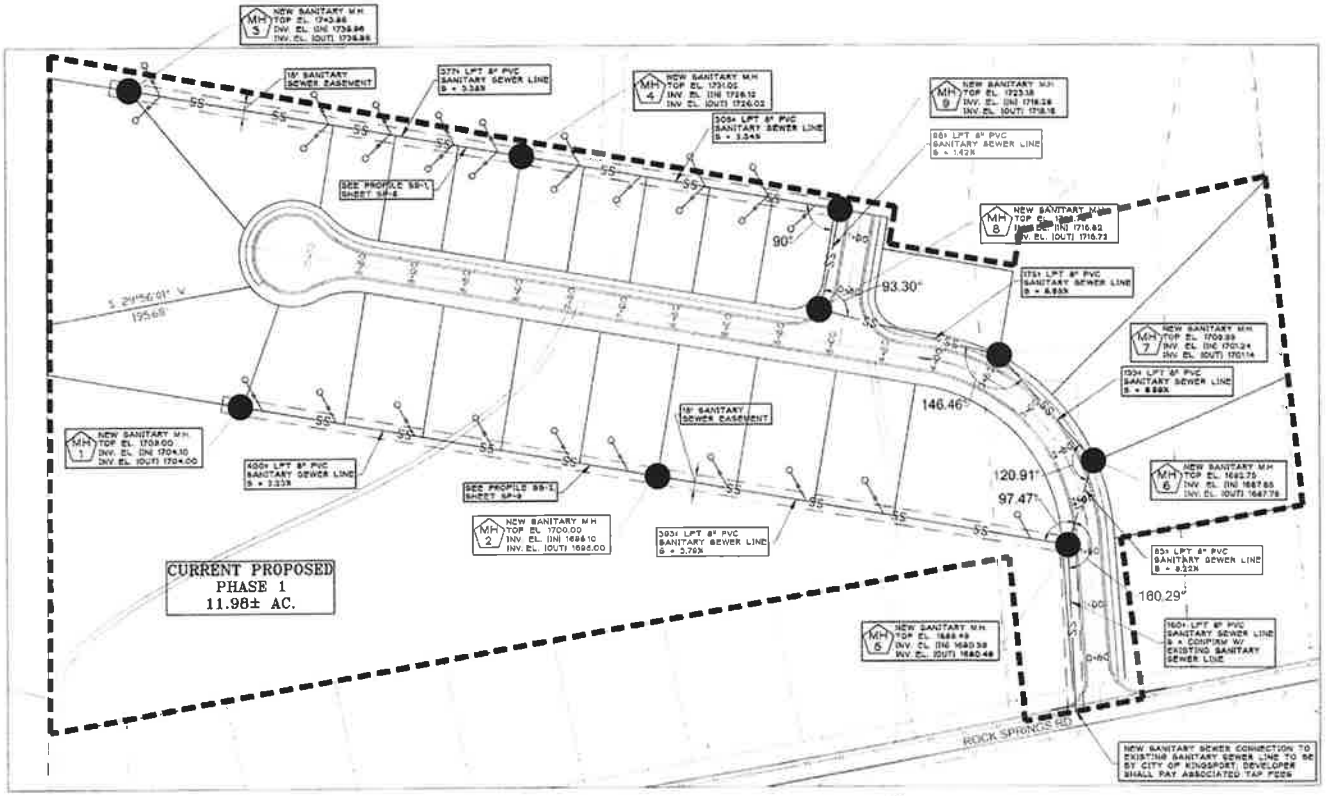
SHEET NO.	SHEET TITLE
COVER	COVER
SP-1	ROADWAY AND SIDEWALK DETAILS
SP-2	SITE ROADWAY LAYOUT AND STAKING PLAN
SP-3	SITE GRADING AND STORM SEWER UTILITIES PLAN
SP-4	STREET PROFILES AND UTILITIES PROFILES - STORM SEWER
SP-5	SITE STORM DETAILS
SP-6	SANITARY SEWER UTILITIES PLAN
SP-7	STREET PROFILES AND UTILITIES PROFILES - SANITARY SEWER
SP-8	SITE UTILITIES PROFILES - SANITARY SEWER
SP-9	SITE UTILITIES PROFILES - SANITARY SEWER
SP-10	SITE UTILITIES DETAILS - SANITARY SEWER
SP-11	WATER UTILITIES PLAN
SP-12	SITE UTILITIES DETAILS - WATER
SP-13	EROSION CONTROL PLAN
SP-14	EROSION CONTROL DETAILS
SP-15	SWPPP NARRATIVE AND SEEDING SCHEDULES

SPODEN & WILSON
CONSULTING ENGINEERS
338 EAST CENTER STREET, SUITE 2
KINGSPORT, TENNESSEE 37660
Phone: (423) 245-1181 Fax: (423) 245-0852
email: sweng@spodenwilson.com

SET NO. _____

DATE: 08-15-2016

FILE NO.: 16090



SANITARY SEWER UTILITIES PLAN

1" = 80'

NOTES:

1. SANITARY SEWER PIPING TO BE ASTM 3034 CLASS PVC IN ACCORDANCE WITH THE CITY OF KINGSPORT, TENNESSEE STANDARDS
2. PROVIDE TWO-WAY SANITARY SEWER CLEANOUTS AT EDGE OF EACH EASEMENT LINE
3. ALL 8" SANITARY SEWER LATERALS TO BE 4'-0" MIN. DEPTH AT PROPERTY LINE, TYP
4. THRUST BLOCKING MUST BE DONE IN ACCORDANCE WITH CITY OF KINGSPORT SPECIFICATIONS FOR REDUCTION FROM 8" AND LARGER LINES TO 3" LINE BEFORE FINAL PLAT IS SIGNED FOR SANITARY SEWER. FURNISH CITY OF KINGSPORT SEWER DEPARTMENT "AS-BUILT" DRAWINGS OF ALL MANHOLE LOCATIONS AND LINE LOCATIONS AND MEASUREMENTS IN AUTOCAD FORMAT IN KORK / DISTAL FORMAT.

PROVIDE TYP. CHECK DAMS AT UPSTREAM END OF ALL MANHOLES, TYP

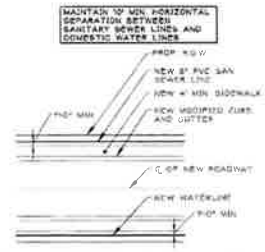
ALL SANITARY SEWER LINES THIS SHEET (PHASE 8) ARE 8" PVC. ALL SUB-MAINS ARE 8" PVC.

NOTE:
PROVIDE 15' EASEMENTS FOR ALL SANITARY SEWER LINES, 8" SUB-MAINS, LATERALS AND APPURTENANCES. EASEMENTS SHALL CENTER ON INDICATED LINE LOCATIONS AND ON EACH APPLICABLE LOT LINE

ALL SANITARY SEWER PIPING MATERIALS, BEDDING AND APPURTENANCES SHALL BE STRICTLY IN CONFORMANCE WITH CITY OF KINGSPORT, TENNESSEE STANDARD PUBLIC WORKS SPECIFICATIONS

FOR SANITARY SEWER LINES OF SLOPE GREATER THAN 18%, PROVIDE ANCHORS AT SPACINGS INDICATED ON THIS PLAN IN ACCORDANCE WITH CITY OF KINGSPORT STANDARDS AND SPECIFICATIONS.

EDINBURGH SOUTH PHASE 1 SANITARY SEWER CHART											
								MH Coordinates			Degree of Seperation
Manhole #		MH Type	MH Depth	Top Elev.	Invert In	Invert Out	Northing (Y)	Easting (X)	MH Connection #		
MH	1	Standard	5.00	1709.00	1704.10	1704.00	783443.30	2578922.76	1-8 PVC		0
MH	2	Standard	5.00	1700.00	1695.10	1695.00	783030.31	2579077.68	2-8 PVC		180
MH	3	Standard	5.00	1743.86	1738.86	1738.86	782962.52	2579623.84	3-8 PVC		0
MH	4	Standard	5.00	1731.50	1726.12	1726.02	782904.16	2579915.80	2-8 PVC		180
MH	5	Standard	5.00	1688.49	1680.49	1680.49	782662.42	2580027.22	3-8 PVC		97.47 - 180.29
MH	6	Standard	5.00	1692.75	1687.85	1687.75	782402.27	2579482.10	2-8 PVC		120.91
MH	7	Standard	8.85	1709.89	1701.24	1701.14	782627.74	2579349.08	2-8 PVC		146.46
MH	8	Standard	6.00	1722.72	1716.82	1716.72	782825.84	2579206.61	2-8 PVC		[illegible]
MH	9	Standard	5.00	1723.38	1718.28	1718.18	782601.24	2579147.573	2-8 PVC		90



TYP. SANITARY SEWER LINE AND WATERLINE LAYOUT

NOTE:
ALL FLUSH CLEAN-OUTS DEPICTED IN PLAN ARE TO BE PLACED WITHIN OR ON THE PUBLIC ROW. LINE PLAN VIEW DEPICTION FOR GRAPHICAL CLARITY ONLY

PLAN - SUB-MAIN DIAGRAM

NOTE:
MASTER PLAN INFORMATION INCLUDING LOT LAYOUT, ROADWAY LAYOUT AND SITE SURVEY INFORMATION INCLUDING EXISTING TOPOGRAPHY PROVIDED BY ALBY & ASSOCIATES

SPODEN & WILSON CONSULTING ENGINEERS
338 EAST CENTER STREET, SUITE 2
KINGSPORT, TENNESSEE 37660
Phone: (423) 245-1151 Fax: (423) 245-0852
email: swengr@spodenwilson.com

EDINBURGH - SOUTH PHASE 1
KINGSPORT TENNESSEE

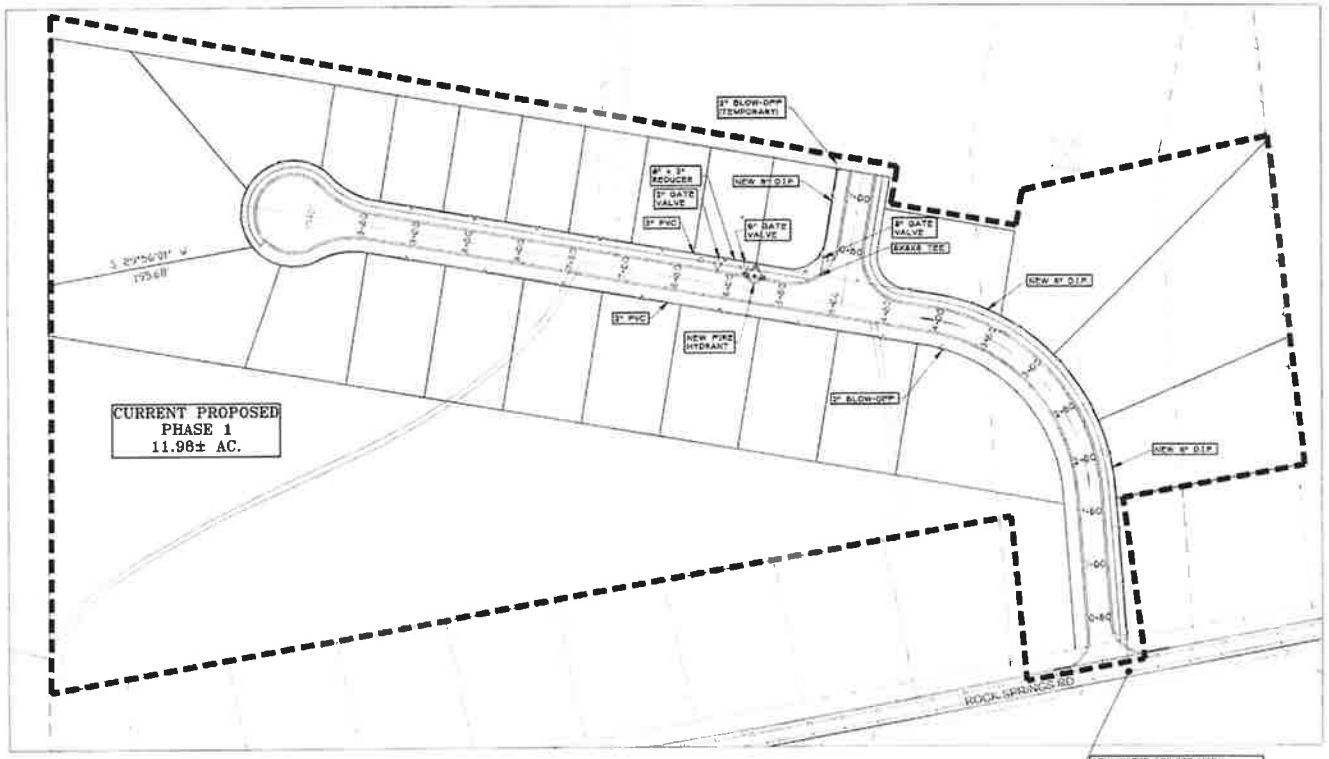
THE EDINBURGH GROUP, LLC
KINGSPORT TENNESSEE

SHEET TITLE
SANITARY SEWER UTILITIES PLAN AND WATER UTILITIES PLAN

DATE: 09-16-2016
FILE NO.: 16002

REVISIONS
NO. | DATE

SP-6



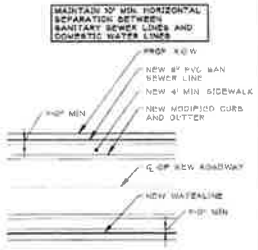
NEW WATER SERVICE MAIN CONNECTION, VALVING, ETC. TO EXISTING WATER LINE TO BE BY CITY OF KINGSPORT, DEVELOPER SHALL PAY ASSOCIATED TAP FEES.

WATER UTILITIES PLAN

1" = 60'

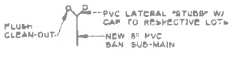
NOTES:

1. ALL WATERLINES TO BE 3'-6" MIN. BELOW FINISH GRADE. CONFIRM ELEVATIONS W/ OTHER UTILITIES. ALL WATERLINES 16" THRU 12" TO BE DUCTILE IRON PVC PIPE SCR 31, CLASS 200 PRESSURE RATED CONFORMING TO ASTM D2241 (2" THRU 4") PIPE MUST BEAR THE NATIONAL SANITATION FOUNDATION TESTING LABORATORIES, INC SEAL OF APPROVAL FOR POTABLE WATER, OR AN APPROVED EQUAL.
2. CITY OF KINGSPORT WILL FURNISH (WITH TWO WEEKS NOTICE) ALL METER SETTERS AND METER BOXES FOR WATER SERVICES. DEVELOPER IS REQUIRED TO INSTALL ALL SERVICES. ALL WATER SERVICES TO BE FIELD LOCATED. ALL TAPS ARE TO BE MADE UNDER GRASSY AREAS (NOT UNDER ASPHALT OR CONCRETE). ALL WATER SERVICES TO BE LOCATED SO THAT THEY WILL NOT BE LOCATED IN DRIVEWAYS. ANY METERS THAT NEED TO BE MOVED LATER MUST BE MOVED AT DEVELOPER'S COST.
3. CITY OF KINGSPORT WATER SERVICES DIVISION WILL TAP EXISTING LINE, IF REQD. DEVELOPER MUST REIMBURSE THE CITY ALL ITEMS USED IN TAP WITHIN FOUR WEEKS OF MAKING THE TAP. TDEC STANDARDS FOR DISINFECTION OF NEWLY INSTALLED WATERLINES MUST BE FOLLOWED.
4. MEGALUG JOINT RESTRAINTS SHALL BE USED AT ALL VALVES AND FITTINGS WITHOUT EXCEPTION AND SHALL BE INSTALLED AS SPECIFIED BY THE MANUFACTURER. THRUST BLOCKING SHALL BE USED IN CONJUNCTION WITH MEGALUGS WHERE APPROPRIATE. THRUST BLOCKING SHALL BE INSTALLED AS SHOWN AND SPECIFIED IN THE STANDARD DETAILS PROVIDED IN THE CONTRACT DRAWINGS.
5. ALL BLOW-OFFS SHALL BE LOCATED IN ROW OR WITHIN DEDICATED EASEMENT.
6. BEFORE FINAL PLAT IS SIGNED FOR WATER, FURNISH CITY OF KINGSPORT WATER DEPARTMENT "AS-BUILT" DRAWINGS OF ALL VALVES, HYDRANTS, BLOW-OFFS, ETC. AND MEASUREMENTS IN AUTOCAD FORMAT IN KGRN / DIGITAL FORMAT.



TYP. SANITARY SEWER LINE AND WATERLINE LAYOUT

NOTE
ALL FLUSH CLEAN-OUTS DEPICTED IN PLAN ARE TO BE PLACED WITHIN OR ON THE PUBLIC R.O.W. LINE. PLAN VIEW DEPICTION FOR GRAPHICAL CLARITY ONLY.



PLAN - SUB-MAIN DIAGRAM

NOTE
MASTER PLAN INFORMATION INCLUDING LOT LAYOUT, ROADWAY LAYOUT AND SITE SURVEY INFORMATION INCLUDING EXISTING TOPOGRAPHY PROVIDED BY ALLEY & ASSOCIATES.

SPODEN & WILSON CONSULTING ENGINEERS
398 EAST CENTER STREET, SUITE 2
KINGSPORT, TENNESSEE 37660
Phone (423) 245-1181 Fax: (423) 245-0652
email: swengr@spodenwilson.com

EDINBURGH - SOUTH PHASE 1
KINGSPORT TENNESSEE

THE EDINBURGH GROUP, LLC
KINGSPORT TENNESSEE

SHEET TITLE: WATER UTILITIES PLAN

DATE	FILE NO.
06-16-2016	16080

REVISIONS

NO.	DATE

SP-11

City of Kingsport
MATERIALS AGREEMENT

Developer	Development	Proposed Lots/Development	Agreement Amt.	Date	Bldg. Permits	CO's	Status
Butch Rose	Hillcrest Heights	6	$5,140.09	06/19/07	3	3	Closed
	Windridge Phase IV	40	$92,202.29	04/15/08	12	7	Closed
Jeff McKee	Settler's Ridge Phase I	41	$45,344.29	03/20/07	Total of 7	7	Closed
	Settler's Ridge Phase II	7	$18,822.89	11/06/07			Closed
Edinburgh Group LLC	Edinburgh Phase I, Section 1	32	$42,867.62	02/19/07	Total of 144	111	Closed
	Edinburgh Phase I, Section 2	15	$25,205.92	04/17/07			Closed
	Edinburgh Phase 2, Section 1A	6	$2,852.48	02/02/10			Open
	Edinburgh Phase 2, Section 2	6	$11,976.02	11/16/10			Open
	Edinburgh Phase 2, Section 2B	11	$9,472.85	10/18/11			Closed
	Edinburgh Phase 2, Section 2C	14	$20,128.29	04/03/12			Closed
	Edinburgh Phase 2, Section 2E	8	$25,177.34	10/02/12			Closed
	Edinburgh Phase 2, Section 2F	9	$19,382.60	05/07/13			Closed
	Edinburgh Phase 4	17	$65,033.97	07/24/13			Closed
	Edinburgh Phase V	12	$51,965.42	10/7/2014			Closed
	Edinburgh Phase VII	20	$27,552.51	6/2/2015			Closed
	Edinburgh South Phase I	23	$36,694.42	11/1/2016			Open
Jerry Petzoldt	Old Island Phase II	59	$118,027.86	05/06/08	26	24	Closed
Jim Nottingham	Riverwatch	29	$47,605.13	04/15/08	3	3	Closed
Harold Slemp & Jack McMurray	Villas at Andover - Polo Fields	104	$76,522.72	08/0707	35	28	Closed
George Hunt	Hunts Crossing Phase II	22	$18,375.20	04/15/08	5	5	Closed
Rob McLean	Anchor Point	80	$72,552.51	07/15/08	32	23	Closed
	Anchor Point – Topsail Court	Included in Anchor Point	$3,816.08	08/05/08		0	Closed
	Stapleton Dr Phase I	7	$8,757.81	08/19/08	4	4	Closed
Ken Bates	Chase Meadows Phase I	15	$39,418.91	07/15/08	Total of 34	33	Closed
	Chase Meadows Phase II	87	$68,096.96	08/19/08			Closed
Terry Orth	Autumn Woods Phase I	19	$30,628.25	10/07/08	19	19	Closed
	Autumn Woods Phase II	51	$97,091.46	09/01/09	41	40	Closed
Gary Alexander	Riverbend Phase I	15	$65,938.71	02/03/09	10	0	Closed
	Riverbend - Epcon Phase II	9	$33,171.54	02/01/11			Closed
Leonard & Cynthia Gerber	St. Andrew's Garth Phase I	40	$34,049.03	03/16/10	8	8	Closed
Jane Karst	Jane Karst Subdivision	4	$4,100.78	09/20/11			Closed
M & M Builders	Brookton Park Subdivision	7	$2,145.88	09/20/11	7	7	Closed
Vic Davis	The Summitt at Preston Park Ph. 3	20	$79,327.82	12/03/13	2	1	Closed
	TOTAL	835	$1,299,445.65		392	323	

Revised 10/28/16

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Appropriate the Best Buy Foundation Community Grant Funds for the Library

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

Action Form No.: AF-263-2016
Work Session: October 17, 2016
First Reading: October 18, 2016

Final Adoption: November 1, 2016
Staff Work By: Helen Whittaker
Presentation By: Morris Baker

Recommendation:
Approve the Ordinance.

Executive Summary:
The Best Buy Foundation awarded a Community Grant of $5,000 to the Kingsport Public Library for the purchase of technology for teens that will be added to the library's maker space.

This grant did not require any match.

Attachments:
1. Ordinance

Funding source appropriate and funds are available: _____

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

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Appropriate the Best Buy Foundation Community Grant Funds for the Library

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

Action Form No.: AF-263-2016
Work Session: October 17, 2016
First Reading: October 18, 2016

Final Adoption: November 1, 2016
Staff Work By: Helen Whittaker
Presentation By: Morris Baker

Recommendation:
Approve the Ordinance.

Executive Summary:
The Best Buy Foundation awarded a Community Grant of $5,000 to the Kingsport Public Library for the purchase of technology for teens that will be added to the library's maker space.

This grant did not require any match.

Attachments:
1. Ordinance

Funding source appropriate and funds are available: _____

	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 BEST BUY FOUNDATION FOR THE LIBRARY FOR THE YEAR ENDING JUNE 30, 2017; 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 Library's operating budget be amended by appropriating Community Grant funds received from the Best Buy Foundation in the amount of $5,000 for the purchase of technology for teens that will be added to the library's maker space.

Account Number/Description:	**Budget**	**Incr/<Decr>**	**New Budget**
Fund 110: General Fund			
Revenues:	$	$	$
110-0000-364-2000 From Corporations	12,000	5,000	17,000
Totals:	**12,000**	**5,000**	**17,000**
Expenditures:	$	$	$
110-4540-474-3014 Computer Supplies	6,600	5,000	11,600
Totals:	**6,600**	**5,000**	**11,600**

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:

_____
ANGIE MARSHALL
Deputy City Recorder

APPROVED AS TO FORM:

_____
J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Appropriate the Tennessee State Library and Archives Construction Grant Funds for the Library

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

Action Form No.: AF-258-2016
Work Session: October 17, 2016
First Reading: October 18, 2016

Final Adoption: November 1, 2016
Staff Work By: Helen Whittaker
Presentation By: Morris Baker

Recommendation:
Approve the Ordinance.

Executive Summary:
The Tennessee State Library and Archives, through the State budget, awarded a grant of $100,000 to the Kingsport Public Library for library construction that will assist with the remodeling of the children's area to make it a world-class area for the children in our community.

This grant required a match, which is provided already by the City through the Capital Improvement Project.

Attachments:
1. Ordinance

Funding source appropriate and funds are available: _____

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

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Appropriate the Tennessee State Library and Archives Construction Grant Funds for the Library

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

Action Form No.: AF-258-2016
Work Session: October 17, 2016
First Reading: October 18, 2016

Final Adoption: November 1, 2016
Staff Work By: Helen Whittaker
Presentation By: Morris Baker

Recommendation:
Approve the Ordinance.

Executive Summary:
The Tennessee State Library and Archives, through the State budget, awarded a grant of $100,000 to the Kingsport Public Library for library construction that will assist with the remodeling of the children's area to make it a world-class area for the children in our community.

This grant required a match, which is provided already by the City through the Capital Improvement Project.

Attachments:
1. Ordinance

Funding source appropriate and funds are available: _____

	Y	N	O
Duncan			
George			
McIntire			
Mitchell			
Olterman			
Parham			
Clark			

PRE-FILED
CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE GENERAL PROJECT FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM THE STATE OF TENNESSEE FOR THE LIBRARY FOR THE YEAR ENDING JUNE 30, 2017; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Project Fund budget be amended by appropriating Grant funds received from the State of Tennessee, Tennessee State Library and Archives in the amount of $100,000 for library construction that will assist with the remodeling of the children's area.

Account Number/Description:		**Budget**	**Incr/<Decr>**	**New Budget**
Fund 311: General Project Fund				
Library Improvements (GP1400)				
Revenues:		$	$	$
311-0000-332-7300	TN State Library Grant	0	100,000	100,000
311-0000-364-1000	From Individuals	0	3	3
311-0000-368-1041	Series 2012C GO Pub Imp	46,170	0	46,170
311-0000-368-1046	Series 2013B GO Pub Imp	156,808	0	156,808
311-0000-368-1047	Series 2014A GO Bonds	97,000	0	97,000
311-0000-368-1051	Series 2015A (Oct) GP PI	220,971	0	220,971
311-0000-368-2101	Premium From Bond Sale	21,270	0	21,270
	Totals:	**542,219**	**100,003**	**642,222**

Expenditures:		$	$	$
311-0000-601-2023	Arch/Eng/Landscaping	75,000	597	75,597
311-0000-601-4041	Bond Sale Expense	6,757	0	6,757
311-0000-601-9003	Improvements	460,462	99,406	559,868
	Totals:	**542,219**	**100,003**	**642,222**

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:

_____

ANGIE MARSHALL
Deputy City Recorder

APPROVED AS TO FORM:

_____
J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Appropriate $20,800.00 from the Tennessee Department of Safety & Homeland Security/Tennessee Highway Safety Office (THSO)

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

Action Form No.: AF-275-2016
Work Session: October 17, 2016
First Reading: October 18, 2016

Final Adoption: November 1, 2016
Staff Work By: Capt. Randall Gore
Presentation By: Chief David Quillin

Recommendation:
Approve the Budget Ordinance

Executive Summary:
On April 5, 2016 via AF-69-2016, 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), now referred to as the Tennessee Department of Safety & Homeland Security/Tennessee Highway Safety Office (THSO). We have been notified that we were approved for $20,800.00 in grant funds for the upcoming fiscal year. The grant will be utilized for traffic safety enforcement overtime.

There are no matching fund requirements.

Attachments:
1. Budget Ordinance

Funding source appropriate and funds are available: _____

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

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Appropriate $20,800.00 from the Tennessee Department of Safety & Homeland Security/Tennessee Highway Safety Office (THSO)

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

Action Form No.: AF-275-2016
Work Session: October 17, 2016
First Reading: October 18, 2016

Final Adoption: November 1, 2016
Staff Work By: Capt. Randall Gore
Presentation By: Chief David Quillin

Recommendation:
Approve the Budget Ordinance

Executive Summary:
On April 5, 2016 via AF-69-2016, 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), now referred to as the Tennessee Department of Safety & Homeland Security/Tennessee Highway Safety Office (THSO). We have been notified that we were approved for $20,800.00 in grant funds for the upcoming fiscal year. The grant will be utilized for traffic safety enforcement overtime.

There are no matching fund requirements.

Attachments:
1. Budget Ordinance

Funding source appropriate and funds are available: _____

	Y	N	O
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, 2017; 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 (NC1704) in the amount of $20,800 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.

Account Number/Description:		**Budget**	**Incr/<Decr>**	**New Budget**
Fund 111: Gen. Projects–Special Rev. Fund Governor's Hwy Safety Grant (NC1704)				
Revenues:		$	$	$
111-0000-332-9000	Dept of Transportation	0	20,800	20,800
	Totals:	**0**	**20,800**	**20,800**
Expenditures:				
111-0000-601-1011	Overtime	0	14,550	14,550
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**	**20,800**	**20,800**

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:

_____
JAMES H. DEMMING
City Recorder

APPROVED AS TO FORM:

_____
J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Budget Ordinance to Transfer Funds to Wilcox Drive Sidewalk Phase 5 Improvements

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

Action Form No.: AF-276-2016
Work Session: October 17, 2016
First Reading: October 18, 2016

Final Adoption: November 1, 2016
Staff Work By: M. Thompson, T. Elsea
Presentation By: Ryan McReynolds

Recommendation:
Approve the Budget Ordinance.

Executive Summary:
On August 4, 2015 the BMA approved to reject all bids for sidewalk improvements along SR-126 from the Holston river sluice northeast of Wilcox Court to Industry Drive (AF-217-2015). The bidding process concerning interpretation of the Contractor's Licensing Act of 1994 and federal regulations compliance has been evaluated and clarified. The City's legal staff received clarification from the Attorney General all issues with the interpretation was resolved.

In order to proceed with the bidding process for this project, a budget transfer transferring funds from GP1415 to GP1208 in the amount of $40,041.00 is required.

Attachments:
1. Budget Ordinance

Funding source appropriate and funds are available: _____

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

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Budget Ordinance to Transfer Funds to Wilcox Drive Sidewalk Phase 5 Improvements

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

Action Form No.: AF-276-2016
Work Session: October 17, 2016
First Reading: October 18, 2016

Final Adoption: November 1, 2016
Staff Work By: M. Thompson, T. Elsea
Presentation By: Ryan McReynolds

Recommendation:
Approve the Budget Ordinance.

Executive Summary:
On August 4, 2015 the BMA approved to reject all bids for sidewalk improvements along SR-126 from the Holston river sluice northeast of Wilcox Court to Industry Drive (AF-217-2015). The bidding process concerning interpretation of the Contractor's Licensing Act of 1994 and federal regulations compliance has been evaluated and clarified. The City's legal staff received clarification from the Attorney General all issues with the interpretation was resolved.

In order to proceed with the bidding process for this project, a budget transfer transferring funds from GP1415 to GP1208 in the amount of $40,041.00 is required.

Attachments:
1. Budget Ordinance

Funding source appropriate and funds are available: Jo

	Y	N	O
Duncan			
George			
McIntire			
Mitchell			
Olterman			
Parham			
Clark			

PRE-FILED
CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE GENERAL PROJECT FUND BUDGET BY TRANSFERRING FUNDS TO THE ROAD DESIGN IMPROVEMENT PROJECT FOR THE YEAR ENDING JUNE 30, 2017; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Project Fund budget be amended by transferring $40,041 from the Center Street Island Improvement project (GP1415) to the 2011 GO Road Design project (GP1208) to complete the project and to close GP1415.

Account Number/Description:		**Budget**	**Incr/<Decr>**	**New Budget**
Fund 311: General Project Fund				
CTR STR Island Imprvment (GP1415)				
Revenues:		$	$	$
311-0000-368-1040	Series 2011 GO Pub Imp	100,000	(40,041)	59,959
	Totals:	**100,000**	**(40,041)**	**59,959**
Expenditures:		$	$	$
311-0000-601-2023	Arch/Eng/Landscaping	15,000	(7,637)	7,363
311-0000-601-9003	Improvements	85,000	(32,404)	52,596
	Totals:	**100,000**	**(40,041)**	**59,959**
Fund 311: General Project Fund				
2011 GO Road Design (GP1208)				
Revenues:		$	$	$
311-0000-368-1040	Series 2011 GO Pub Imp	321,779	40,041	361,820
311-0000-368-2101	Premium From Bond Sale	12,238	0	12,238
	Totals:	**334,017**	**40,041**	**374,058**
Expenditures:		$	$	$
311-0000-601-2023	Arch/Eng/Landscaping	313,069	40,041	353,110
311-0000-601-4041	Bond Expense	20,948	0	20,948
	Totals:	**334,017**	**40,041**	**374,058**

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:

_____
ANGIE MARSHALL
Deputy City Recorder

APPROVED AS TO FORM:

_____
J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Amend the FY 2017 General Project Fund Budget

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

Action Form No.: AF-269-2016
Work Session: October 17, 2016
First Reading: October 18, 2016

Final Adoption: November 1, 2016
Staff Work By: David Frye
Presentation By: David Frye

Recommendation:
Approve the Ordinance.

Executive Summary:
The Board of Education approved fiscal year 2017 budget amendment number two at their meeting on October 4, 2016. This amendment transfers funds in the Indian Highland Parking Lot project to the Dobyns-Bennett Regional Science and Technology Building project. There is currently $300,000 set aside for the parking lot project. The amount of the transfer is $100,000. This will provide funding for the design development phase of the architect agreement. It is intended that the funds in the Indian Highland Parking Lot project be replaced from the proceeds of the Sullivan County bonds.

Attachments:
1. Ordinance
2. BOE Budget Amendment Number Two – FY 2017

Funding source appropriate and funds are available: _____

	Y	N	O
Duncan			
George			
McIntire			
Mitchell			
Olterman			
Parham			
Clark			

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Amend the FY 2017 General Project Fund Budget

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

Action Form No.: AF-269-2016
Work Session: October 17, 2016
First Reading: October 18, 2016

Final Adoption: November 1, 2016
Staff Work By: David Frye
Presentation By: David Frye

Recommendation:
Approve the Ordinance.

Executive Summary:
The Board of Education approved fiscal year 2017 budget amendment number two at their meeting on October 4, 2016. This amendment transfers funds in the Indian Highland Parking Lot project to the Dobyns-Bennett Regional Science and Technology Building project. There is currently $300,000 set aside for the parking lot project. The amount of the transfer is $100,000. This will provide funding for the design development phase of the architect agreement. It is intended that the funds in the Indian Highland Parking Lot project be replaced from the proceeds of the Sullivan County bonds.

Attachments:
1. Ordinance
2. BOE Budget Amendment Number Two – FY 2017

Funding source appropriate and funds are available: _____

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

PRE-FILED
CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE GENERAL PROJECTS FUND BUDGETS FOR THE FISCAL YEAR ENDING JUNE 30, 2017; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Project Fund Budget be amended by decreasing the estimated revenue for the School Improvements (Indian Highland Parking Lot) Project (GP1513) – 2014 General Obligation Bonds by $100,000 and by decreasing the appropriation for Improvements by $100,000; by increasing the estimated revenue for the Dobyns-Bennett Regional Science and Technology Center (GP1620) and by increasing appropriation for Architectural Services of $100,000.

Fund 311: General Project Fund
School Improvements (GP1513)

Revenues:	$	$	$
311-0000-368-1047 Series 2014 GO PUB IMP	1,053,977	(100,000)	953,977
Total:	**1,053,977**	**(100,000)**	**953,977**
Expenditures:			
311-0000-601-9003 Improvements	741,144	(100,000)	641,144
Total:	**741,144**	**(100.000)**	**641,144**

DB Science and Technology Center (GP1620)

Revenues:	$	$	$
311-0000-368-1047 Series 2014 GO PUB IMP	0	100,000	100,000
Total:	**0**	**100,000**	**100,000**
Expenditures:			
311-0000-601-2023 Arch/Eng/Landscaping Serv	200,000	100,000	300,000
Total:	**200,000**	**100,000**	**300,000**

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:

_____
JAMES H. DEMMING
City Recorder

APPROVED AS TO FORM:

_____
J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____

October 4, 2016

KINGSPORT CITY SCHOOLS
FISCAL YEAR 2016-2017
BUDGET AMENDMENT NUMBER TWO

CAPITAL PROJECTS FUND

The programming and schematic design phase of the D-B Science and Technology center is almost complete. The architects will soon be ready to move into the design development phase. The initial funding, of $200,000, only included the programming and schematic design phase. In order for the architects to continue into the next phase it is necessary to establish additional funding. The funding required through the design development phase is $275,700. An amendment to the Will+Perkins agreement will be presented at the November BOE meeting, but since the approval of a budget amendment takes longer we wanted to start this approval a little earlier. Ultimately funding for this work will come from the proposed $140 million Sullivan County Bond Funds. In the interim funds will need to be identified from another source.

There is a project for the Indian Highland Parking Lot Improvements in the amount of $300,000. This project will be completed in the summer of 2017. Since it will be a few months from now before these funds are needed, it is recommended that $100,000 of these funds be transferred to the project for the construction of the Dobyns-Bennett Regional Science and Technology Center. When funds are received from the proposed Sullivan County Bunds, the Indian Highland Parking Lot Improvements project will be reimbursed.

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Enter into a Contractual Agreement, TDOT Project No: 825307-S3-019 with the Tennessee Department of Transportation for Reimbursement of Capital Expenses to Build Transit Center and Appropriate Funds

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

Action Form No.: AF-265-2016
Work Session: October 17, 2016
First Reading: October 18, 2016

Final Adoption: November 1, 2016
Staff Work By: KATS Staff
Presentation By: Chris McCartt

Recommendation:
Approve the Resolution and Ordinance.

Executive Summary:
The City of Kingsport is entering into a contractual agreement with the Tennessee Department of Transportation (TDOT) for reimbursement of Capital expenditures. This contract provides funding for Capital expenditures of Right of Way, Engineering & Design, and construction of KATS new transit center.

Capital Assistance (80%) Federal; (10%) Local; (10%) State		Local	State	Federal	Total
Engineering & Design		35,000	35,000	280,000	350,000
Acquire Property		53,500	53,500	428,000	535,000
Construction		427,000	427,000	3,416,000	4,270,000
Total		$515,500	$515,500	$4,124,000	$5,155,000

Attachments:
1. Resolution w/ Contract
2. Ordinance
3. Contract Letter

Funding source appropriate and funds are available: _____

	Y	N	O
Duncan			
George			
McIntire			
Mitchell			
Olterman			
Parham			
Clark			

KINGSPORT
TENNESSEE

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR REIMBURSEMENT OF CAPITAL EXPENDITURES TO BUILD THE TRANSIT CENTER 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 would like to enter into an agreement with the Tennessee Department of Transportation for the reimbursement of capital expenditures; and

WHEREAS, this contract provides funding for capital expenditures of right-of-way, engineering & design, and construction of KATS new transit center; and

WHEREAS, the ten percent (10%) local match has been appropriated by ordinance and is in line item FTA 015 of the FY 2016-2017 budget.

Now therefore,

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

SECTION I. That an agreement with the Tennessee Department of Transportation for the reimbursement of capital expenditures 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 the Tennessee Department of Transportation for the reimbursement of capital expenditures 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:

GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE, DEPARTMENT OF TRANSPORTATION
AND
CITY OF KINGSPORT

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 Grantee City of Kingsport, hereinafter referred to as the "Grantee," is for the provision of capital 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 provide services and deliverables as described in their 49 U.S.C.§ 5307 Program application submitted to and as approved by the Federal Transit Administration (FTA).

A.3. The Grantee shall abide by the provisions of 49 U.S.C. § 5307 and FTA Circular 9030.1D "Urbanized Area Formula Program: Program Guidance and Application Instructions", to provide funds to urbanized areas for transit operating and capital assistance and for transportation-related planning. Specifically, the funds will be used for capital assistance as detailed in 49 U.S.C. § 5307 and FTA Circular 9030.1D "Urbanized Area Formula Program: Program Guidance and Application Instructions".

A.4. "Capital Projects" means those projects as defined in FTA Circular C 9030.1D, "Urbanized Area Formula Program Guidance and Application Instructions", Chapter IV.

A.5 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. and c., below);

b. the Grantee's 49 U.S.C. § 5307 Program application submitted to and as approved by the FTA; and

c. FTA Circular C 9030.10, "Urbanized Area Formula Program: Program Guidance and Application Instructions".

B. TERM OF CONTRACT:

This Grant Contract shall be effective on January 1, 2016 ("Effective Date") and extend for a period of forty-eight (48) 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 Five Hundred Fifteen Thousand, Five Hundred Dollars and No Cents ($515,500.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One 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) Granter: Department of Transportation, Division of Multimodal Transportation Resources Agency.

(6) Granter Number (assigned by the Grantee to the above-referenced Granter).

(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, properly completed documentation.
a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.
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:
George Mitchell, Transportation Program Supervisor Multimodal Transportation Resources Division
505 Deaderick Street, Suite 1800
J.K. Polk Bldg.
Nashville, Tennessee 37243
george.mitchell@tn.gov
Telephone Number: (615) 253-1044
FAX Number: (615) 253-1482
The Grantee:
Gary Taylor, Transit Manager City of Kingsport
225 West Center Street Kingsport, Tennessee 37660
garytaylor@kingsporttn.gov
Telephone Number: (423) 224-2612
FAX Number: (423) 224-2615

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 Granter 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 applicable Tennessee law. 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. The Grantee shall be audited in accordance with applicable Tennessee law. If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment Two.

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.*

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. 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 comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 - 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.

D.26. Reserved.

D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars ($5,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment or motor vehicles. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment or motor vehicles. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment or motor vehicles purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following

d. Description of the equipment or motor vehicles;
e. Manufacturer's serial number or other identification number, when applicable;
f. Consecutive inventory equipment or motor vehicles tag identification;

g. Acquisition date, cost, and check number;
h. Fund source, State Grant number, or other applicable fund source identification;
i. Percentage of state funds applied to the purchase;
j. Location within the Grantee's operations where the equipment or motor vehicles is used;
k. Condition of the property or disposition date if Grantee no longer has possession;
l. Depreciation method, if applicable; and
m. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Grantee shall inventory equipment or motor vehicles annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Grant Contract within thirty (30) days of its end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment or motor vehicles purchased with Grant funds . All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

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=/ecfrbrowse1Title02/2cfr200main02.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, disqualified, or presently fall under any of the prohibitions of sections a-d.

E.3 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.4 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

i. $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

ii. 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.5 FTA Compliance. All applicable terms of FTA Master Agreement, dated October 1, 2015 are incorporated herein by reference.
E.6 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).
E.7 The Grantee agrees:
(a) To use the equipment acquired under this Grant only for the purposes and the manner set forth in their application.
(b) At the beginning of each calendar year, the Grantee shall certify that the equipment received under this Grant is still being used in accordance with the terms and provisions of this agreement.
(c) To pay all fees on the equipment acquired through this Grant, including but not limited to, title and registration fees.
(d) To be responsible for all costs and expenses related to the operation, maintenance, and repair of the equipment acquired through this Grant Agreement.
(e) To provide licensed drivers, as required by the Tennessee Department of Safety, for operation of all equipment received under this Grant.
(f) To provide insurance of all vehicles acquired under this Grant for the following minimum amounts:
5) Personal Injury Liability - minimum of $300,000.00 per person and $1,000,000.00 per incident.
6) Property Damage Liability - minimum of $300,000.00 per incident.
7) Comprehensive - maximum deductible of $500.00.
8) Collision - maximum deductible of $500.00.
9) Uninsured Motorist - minimum of $50,000.00 per person and $100,000.00 per incident.
This insurance shall be in effect at all times while the vehicle is used for public transportation services or service vehicle purposes in operations. The Grantee shall furnish the State with evidence of such insurance at the time the equipment is delivered to the Grantee and annually on the anniversary date of the delivery of the equipment. Upon demand by the State, the Grantee shall provide proof of insurance at any time during the term of useful life of equipment.
(g) That any vehicles received under this Grant will comply with the Motor Vehicle Safety Standards as established by the United States Department of Transportation.
(h) That any vehicles received under this Grant shall be used for not less than the useful life.
The useful life of all vehicles purchased under the grant is as listed in the grant document filed with the Federal Transit Administration (FTA). Upon reaching the expiration of the useful life of the equipment, the state may ask the Grantee to provide written notice to the State.

IN WITNESS WHEREOF,

[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 18th day of October, 2016.

_____
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 URBAN MASS TRANSIT FUND BUDGET BY APPROPRIATING GRANT FUNDS FROM THE TENNESSEE DEPARTMENT OF TRANSPORTATION TO THE TRANSIT CENTER PROJECT FOR THE YEAR ENDING JUNE 30, 2017; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Urban Mass Transit Fund budget be amended by appropriating grant funds from the Tennessee Department of Transportation in the amount of $515,500 to the Transit Center project (FTA015).

Account Number/Description:		**Budget**	**Incr/<Decr>**	**New Budget**
Fund 123: Urban Mass Transit Grant Fund				
Transit Center (FTA015)				
Revenues:		$	$	$
123-0000-331-2000	Federal Rev/UMTA Section 9	4,124,000	0	4,124,000
123-0000-332-9000	Dept.of Transportation	0	515,500	515,500
123-0000-391-0100	From General Fund	115,547	0	115,547
	Totals:	**4,239,547**	**515,500**	**4,755,047**

Expenditures:		$	$	$
123-0000-602-2023	Arch/Eng/Landscaping	365,547	34,000	399,547
123-0000-602-9001	Land	0	481,500	481,500
123-0000-602-9003	Improvements	3,874,000	0	3,874,000
	Totals:	**4,239,547**	**515,500**	**4,755,047**

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:

_____
ANGIE MARSHALL
Deputy City Recorder

APPROVED AS TO FORM:

_____
J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
DIVISION OF MULTIMODAL TRANSPORTATION RESOURCES
SUITE 1800, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TN 37243-0349
(615)741-2781

JOHN C. SCHROER
COMMISSIONER

BILL HASLAM
GOVERNOR

September 29, 2016

Gary Taylor, Transit Manager
City of Kingsport
109 Clay Street
Kingsport, Tennessee 37660

RE: City of Kingsport, $515,500.00
TDOT Project No.: 825307-S3-019
FTA Project No.: TN-2016-015-00

Dear Mr. Taylor:

In an effort to accelerate the contract signature process, the Multimodal Transportation Resource Division is sending both the draft Grant Contract and the Grant Contract for grantee signature simultaneously. If there are corrections required, please send a return email with the highlighted changes on the draft contract (**modifications can only be made to text in red**). However, if the contract meets the agency's approval, please print the .pdf version, obtain the appropriate signatures, and return the signed contract via USPS mail to Karen A. Cooperwood.

Per Finance & Administration (F&A), a contract shall be printed on one side of 8.5 x 11 inch paper. Also, please do not alter the contract provided by TDOT.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Karen A. Cooperwood
Transportation Program Monitor 2
(615) 253-5298
karen.cooperwood@tn.gov

Enclosure

c: George Mitchell

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Approving an Architectural Agreement with Perkins & Will for Dobyns-Bennett Science and Technology Building

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

Action Form No.: AF-288-2016
Work Session: October 31, 2016
First Reading: N/A

Final Adoption: November 1, 2016
Staff Work By: David Frye
Presentation By: David Frye

Recommendation:
Approve the Resolution.

Executive Summary:
At their called meeting on October 16, 2016, the Board of Education approved phase III of the architectural agreement with Perkins & Will. The programming and schematic design phases are now complete. This agreement will give authorization to proceed through the design development phase. This contract price is $102,526, bringing the total cost to $287,400. Funding for this phase is provided in the D-B Science and Technology Addition project (GP1620).

Attachments:
1. Resolution

Funding source appropriate and funds are available: _____

	Y	N	O
Duncan			
George			
McIntire			
Mitchell			
Olterman			
Parham			
Clark			

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT WITH PERKINS + WILL FOR THE DOBYNS-BENNETT SCIENCE AND TECHNOLOGY BUILDING AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, on April 5, 2016, the board approved an agreement with Perkins + Will for the Kingsport City Schools for the Phase One (1) Programming and Schematic Phase Two (2) Design Architectural Services for the Dobyns-Bennett High School Science and Technology Center and Dobyns-Bennett High School Renovations; and

WHEREAS, that phase is now complete and the city would like to enter into another agreement with Perkins + Will for the Phase Three (3) design development phase.

WHEREAS, the cost of this agreement is $102,526.00 and funds are available in the D-B Science and Technology Addition Project GP1620.

Now therefore,

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

SECTION I. That an agreement with Perkins + Will for Phase Three (3) Design Development Architectural Services for the Dobyns-Bennett High School Science and Technology Center and Dobyns-Bennett High School Renovations 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 Perkins + Will for Phase Three (3) Design Development Architectural Services for the Dobyns-Bennett High School Science and Technology Center and Dobyns-Bennett High School Renovations 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:

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, effective on October 1, 2016, by and between Perkins + Will, Inc., Inc., hereinafter referred to as "CONSULTANT" and the CITY OF KINGSPORT, hereinafter referred to as "OWNER".

WITNESSETH:

WHEREAS, OWNER has need for professional services and other adjunct services as may be authorized by OWNER for Architectural Services for the Dobyns-Bennett High School Science and Technology Center and Dobyns-Bennett High School Renovations, and;

WHEREAS, CONSULTANT desires to provide such services and being competent to do so;

NOW THEREFORE, OWNER and CONSULTANT in consideration of the mutual covenants and agreements herein contained, do hereby agree as follows:

ARTICLE I

SCOPE OF SERVICES AND SCHEDULE

1.1 The work and services to be performed (hereinafter referred to as "Services") by CONSULTANT shall be in accordance with CONSULTANT's Scope of Work, as detailed in Appendix A attached hereto and made a part hereof as though fully set out in the body of this Agreement.

1.2 On receiving authorization to proceed with the work, CONSULTANT shall proceed with the Scope of Work contained in Appendix A.

1.3 CONSULTANT shall proceed on a schedule mutually agreed with OWNER.

ARTICLE II INDEPENDENT CONTRACTOR

2.1 CONSULTANT warrants to be an independent contractor and responsible for its Services, and not as the agent of OWNER, in performing the Agreement, maintaining complete control over its employees and all of its subcontractors. Nothing contained in this Agreement or any subcontract awarded by CONSULTANT shall create any contractual relationship between any such subcontractor and OWNER. CONSULTANT shall provide services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. The CONSULTANT shall review State of Tennessee and City of Kingsport laws and regulations applicable to its services.

CONSULTANT agrees to comply with all applicable Federal, State and Local codes and ordinances, including all applicable requirements of the Americans with Disabilities Act, in the design or implementation of the Project.

ARTICLE III COMMITMENT OF PERSONNEL

3.1 CONSULTANT represents that it has, or will secure at its own expense, the qualified personnel required in performing the Services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with OWNER.

3.2 All the Services required hereunder will be performed by CONSULTANT or subcontractors under their supervision and all personnel engaged in the Services shall be fully qualified and shall be authorized or permitted under State of Tennessee and local laws to perform such Services.

ARTICLE IV COMPENSATION

4.1 OWNER agrees to compensate CONSULTANT for Services performed pursuant to Article I, which Services are identified in Appendix A, for an amount not to exceed ONE HUNDRED TWO THOUSAND FIVE HUNDRED TWENTY SIX DOLLARS AND ZERO CENTS ($102,526.00). Said fee is inclusive of all labor, expenses and subcontracts to complete all elements of the Services for the Scope of Work, (Appendix A) except as may be identified as OWNER'S Responsibility in Appendix A, if such is included.

4.2 CONSULTANT shall submit periodic invoices in a form consistent with OWNER'S needs. Invoices for work performed shall indicate the time period during which the work was performed. The invoices are to be signed and certified as to their accuracy.

4.3 OWNER will promptly review monthly invoices. OWNER may require any additional information deemed necessary and appropriate to substantiate the invoice. OWNER shall have ten (10) work days from date of receipt from CONSULTANT of an invoice to reject all or any part of the invoice. OWNER shall pay the undisputed amounts to CONSULTANT within thirty (30) days of receipt of the invoice. The invoice shall show the percentage of completion of the Services as of the end of the period covered by the invoice.

4.4 CONSULTANT shall be responsible for alerting OWNER in any instance when it anticipates exceeding the budget amount; shall provide justification for same; and shall do so prior to expending 100% of the amount set out in 4.1 of this Agreement. The Agreement may be amended as the work progresses, provided CONSULTANT receives written authorization from OWNER to make such amendments.

ARTICLE V PERIOD OF PERFORMANCE

5.1 The Scope of the Services to be performed by CONSULTANT shall commenced on the date when this Agreement is executed by all the parties. The Scope of the Service shall be fully and finally completed by December 31, 2016, unless the parties mutually agree in writing to extend the time. Final completion is the completion of all Services and all contract requirements by CONSULTANT.

ARTICLE VI LIABILITY AND INSURANCE

6.1 Public and Professional Liability - CONSULTANT shall fully indemnify, defend and save harmless OWNER, its Board of Mayor and Aldermen, employees and agents from and against damages, liabilities, expenses, compensations, claims, demands, suits or judgments of sums of money, including but not limited to court costs and reasonable counsel fees, to any party for loss of life or injury or damage to persons or property to the extent caused by, any negligent act, error, omission, of CONSULTANT, its agents, servants, or employees while engaged upon or in connection with the Services required or performed by CONSULTANT. The provisions of this Article VI shall survive the termination or expiration of this Agreement.

6.2 Insurance--Prior to beginning these Services, CONSULTANT shall, at CONSULTANT'S expense, obtain, keep in force during the term of this Agreement the following minimum amounts of insurance:

1. General Liability - occurrence basis bodily injury, personal injury and property damage - $500,000 -$1,000,000 combined single limit per occurrence;
2. Automobile liability - owner, hired, and non-owned bodily injury and property damage - $500,000 -$1,000,000 combined single limit per occurrence;

3. Workmen's compensation with statutory limits and employer's liability insurance with minimum limits of $500,000, to provide for the payment of employees of CONSULTANT employed on or in connection with the work and/or to their dependents, of worker's compensation benefits, including when required, occupational disease benefits in accordance with the U. S. Longshoremen's and Harbor Worker's Compensation Act and the Jones Act. With the prior approval of OWNER, CONSULTANT may substitute different types of coverage for those specified as long as the total amount of required protection is not reduced.

OWNER, its Board of Mayor and Aldermen, its employees, and agents shall be named as additional insured on the certificates of insurance (General Liability or Automobile Liability) for such policies, and a certified copy of such certificates shall be provided to OWNER by CONSULTANT prior to the start of Services. CONSULTANT shall provide OWNER, upon its request, a certified copy of any insurance policy required by this Agreement. Any failure or non- coverage by such policy or the limit of any such insurance shall not limit the liability of CONSULTANT to OWNER. The policy, or policies, shall contain a provision that such policy or policies may not be cancelled without thirty (30) days prior written notice of such cancellation to OWNER. Insurance required hereunder shall be in companies reasonably acceptable to OWNER.

ARTICLE VII TERMS AND CONDITIONS

7.1 Successors and Assigns - This Agreement and all of its terms and conditions shall extend to and be binding upon the parties hereto and upon their respective heirs, executors, administrators, successors, and assigns.

7.2 Subletting, Assignment, or Transfer "' This Agreement may not be sublet, assigned or transferred, changed, modified, or amended, in whole or in part, except as may be agreed, in writing, and signed by all the parties hereto.

7.3 Extent of Agreement - This Agreement constitutes the entire and .integrated agreement between OWNER and CONSULTANT and no other written or oral understanding shall constitute pa rt of this Agreement.

7.4 Severability - To the extent that any provision of this Agreement is finally adjudged invalid or unenforceable by a tribunal of competent jurisdiction, such provision shall be deemed modified to the extent necessary to make it enforceable.

7.5 Compliance of Laws - CONSULTANT shall comply with applicable laws, ordinances, rules, regulations and requirements of all federal, state and local governments, courts, boards, commissions or any other body exercising functions similar to the foregoing insofar as carrying out the provisions of this Agreement.

7.6 Termination - If through any cause, either party shall fail to fulfill in timely and proper manner the obligations, agreements or stipulations of this Agreement, the other party shall thereupon have the right to terminate this Agreement by filing written notice to the party in breach of such termination and specifying the effective date thereof, at least five days before the effective day of such termination.

In such event all finished or unfinished documents, data, studies, and reports prepared by CONSULTANT under this Agreement shall, at the option of OWNER, become its property and CONSULTANT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents. Notwithstanding the foregoing, CONSULTANT shall not be relieved of liability to OWNER for damages sustained by virtue of any breach of the agreement by CONSULTANT and OWNER may withhold any payments to CONSULTANT for the purpose of set off until such time as the exact amount of damages due OWNER from CONSULTANT is determined.

7.7 Governing Law - This Agreement shall be interpreted under and governed by the laws of the state of Tennessee.

7.8 Right to Rely - The CONSULTANT shall have the right to reasonably rely upon the accuracy and completeness of the services and information furnished by the OWNER. The CONSULTANT shall provide prompt written notice to the OWNER if the CONSULTANT becomes aware of any errors, omissions or inconsistencies in such services or information. Nothing herein shall be construed so as to release CONSULTANT from its responsibility or liability.

7.9 Dispute Resolution - In the event that a conflict arises that cannot be resolved between the parties, OWNER and CONSULTANT agree that all disputes arising out of or relating to this Agreement or the Project shall be first submitted to non-binding mediation, unless the parties mutually agree otherwise. The mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period of agreement of the parties or court order.

7.10 'Waiver of Consequential Damages - Notwithstanding any other provision of this

Agreement, and to the fullest extent permitted by law, neither the OWNER nor the CONSULTANT, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty.

ARTICLE VIII OWNERSHIP OF DOCUMENTS

8.1 All documents, reports and material prepared by CONSULTANT in the performance of this Agreement shall become the sole property of OWNER upon payment in full of all monies owed I he CONSULTANT, provided CONSULTANT is not in breach of this Agreement. CONSULTANT hereby acknowledges that all right, title, and interest in the documents and all related reports, plans, drawings, technical memoranda and other directly related documents of any kind prepared or made by CONSULTANT or its subcontractors in the performance of or in connection with CONSULTANT'S Services and duties under this Agreement shall be vested solely with OWNER, including the right to hold, use, or dispose of same as OWNER deems appropriate in its sole discretion, but if OWNER uses such documents for other than intended purpose, OWNER assumes any and all liabilities for such use of the documents and CONSULTANT waives any property rights and copyright to such documents.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound have caused their duly authorized representative to, set their hand this day, month, 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 1st day of November, 2016.

_____
JOHN CLARK, MAYOR

ATTEST:

_____
JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

_____
J. MICHAEL BILLINGSLEY, CITY ATTORNEY

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Approving a Real Property Acquisition for Property Subject to Eminent Domain Policy

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

Action Form No.: AF-282-2016
Work Session: October 31, 2016
First Reading: N/A

Final Adoption: November 1, 2016
Staff Work By: Mike Billingsley
Presentation By: Mike Billingsley

Recommendation:
Approve the Resolution.

Executive Summary:
On November 4, 1986, the board approved a policy for the acquisition of real property. The city would like to streamline and update that policy, in part, to comply with the Tennessee Department of Transportation's (TDOT) current guidelines for TDOT funded projects. The resolution contains the updated policy. A copy of the policy approved in 1986 is included with this action form.

Attachments:
1. Resolution
2. Policy approved in 1986

	Y	N	O
Duncan			
George			
McIntire			
Mitchell			
Olterman			
Parham			
Clark			

RESOLUTION NO. _____

A RESOLUTION APPROVING A REAL PROPERTY ACQUISITION FOR PROPERTY SUBJECT TO EMINENT DOMAIN POLICY

WHEREAS, the city is granted the authority to acquire real property for public purposes; and

WHEREAS, in an effort to outline the acquisition process the city approved a policy on November 4, 1986; and

WHEREAS, the city would like to update that policy, in part, to comply with the Tennessee Department of Transportation's (TDOT) current guidelines.

Now therefore,

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

SECTION I. That the Real Property Acquisition for Property Subject to Eminent Domain policy is approved, said policy being as follows:

CITY OF KINGSPORT
REAL PROPERTY ACQUISITION
FOR PROPERTY SUBJECT TO EMINENT DOMAIN

1. GENERAL OBJECTIVES AND RESPONSIBILITIES

The City of Kingsport, as a political subdivision of the State of Tennessee, is granted by the state the authority to acquire real property for public purposes. This document sets out the general guidelines the property acquisition agent ("Agent") will use to acquire certain real property. This document does not cover acquisition of real property by other action of the board of mayor and aldermen, including property acquired by an arms-length transaction. When feasible following the guidelines set out herein the Agent will make reasonable effort to reach an agreement with the property owner as to the price to be paid for the property prior to eminent domain proceedings. Only the board of mayor and aldermen can authorize eminent domain. The city will take all steps practicable, in the acquisition of properties, to remove or abrogate any legally enforceable provisions in any instrument which restricts the ownership, use, or occupancy thereof on the basis of race, religion, sex, color, or national origin.

2. TITLE EVIDENCE

2.1 GENERAL

In order to protect the interests of the city before the acquisition of any interest in real property, title must be established. Under normal circumstances the Agent will obtain a preliminary title report before the initiation of negotiations and will update the title report immediately before acquiring an interest on the property. If there is any question of the city's right to acquire a particular interest in the property, it will be referred to the city attorney for disposition prior to acquisition.

2.2 TITLE REPORTS

The Agent will obtain title reports for all tracts on a project for which any interest will be acquired. On most projects, title searches will be accomplished by the Agent or through the services of a title company or attorney. The title report should include, by way of example, copies of all recorded deeds; subdivision plats; easements; divorce decrees; wills; judgments; and other pertinent documents pertaining to the title. When problems are encountered in establishing title of a parcel to be acquired, the Agent should obtain the advice and assistance of the city attorney to obtain good title to the parcel. When a complete title search fails to identify the owner of a parcel of land required for a project and the adjoining owner(s) does not lay claim to ownership of same, title to such parcel must be obtained through appropriate legal proceedings.

3. INSTRUMENTS OF CONVEYANCE

3.1 GENERAL

All deeds, easements or other instruments of conveyance shall comply with the requirements of Tennessee law. The Agent will use instruments of conveyance in a form approved by the city attorney. If an instrument is in a form other than approved by the city attorney or as otherwise needed, the Agent must provide a copy of such to the city attorney for review before the conveyance is accepted. In most cases, deeds used for acquisition should contain general warranties of title.

3.2 CONSIDERATION STATED IN DEED

An instrument of conveyance shall not contain a breakdown as to amounts included in the consideration paid. The consideration shall be the total amount paid to the grantor for the taking and any and all incidental damages to the remaining property.

3.3 CONVENANTS NOT ALLOWED

Deeds, easements or agreements to sell are not to include any language which could act to bind the city to perform any particular construction nor to set out limits of construction. The instrument is to perform only the conveyancing function. Any covenant which is proper for agreement by the city should be contained in a contract separate from the instrument of conveyance.

3.4 DESCRIPTION OF ACQUISITION

All land or permanent easements acquired should be described by a metes and bounds description. Permanent easements can be located and described by the use of a centerline description and shall state the area of the easement. Temporary construction easements will be described as completely as is practical and will also state the area of the easement.

4. NEGOTIATIONS

4.1 GENERAL

For purposes of this document negotiation is the process by which the Agent makes reasonable effort to expeditiously acquire interest in real property at a previously established fair market value.

4.2 ESTABLISHING FAIR MARKET VALUE

4.2.1 GENERAL

Fair market value may be defined as: "the highest price in terms of money that a property will bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus." In estimating the fair market value for a fee take or right-of-way and the fair market value for a permanent or temporary easement, different approaches should be used because the rights of property owners are restricted in different ways. In a fee simple take, all rights of the property owner are surrendered in contrast to an easement where only the right to construct a permanent structure is restricted.

4.2.2 APPRAISALS

An appraisal is a written statement by a qualified appraiser setting forth an opinion of a defined value of an adequately described property as of a specific date, supported by the presentation and analysis of relevant market information. Appraisers hired to appraise the subject property will use practices and techniques recognized by professional appraisal organizations.

4.2.3 ACQUISITION OF PERMANENT EASEMENTS OR FEE SIMPLE

Each new project shall have the established value per linear foot reviewed by the Agent in conformity with recognized appraisal techniques prior to the beginning of acquisition and an approval of offers approved by the board of mayor and aldermen. Generally the Agent will establish a fair market value of the permanent easement or fee simple acquisition based on the square foot value. Individual appraisals will be made as necessary.

4.2.4 ACQUISITION OF TEMPORARY EASEMENTS

Each new project shall have the established value per square foot reviewed by the Agent in conformity with recognized appraisal techniques prior to beginning easement acquisition and an approval of offers approved by the board of mayor and aldermen. Generally, the Agent will establish a fair market value for temporary easements based on the per square foot value. Individual appraisals shall be made only as necessary.

4.3 CONTACTING THE OWNERS

When the Agent determines it is reasonably necessary, the written offer will be presented in person to the owner or designated representative. Otherwise the Agent will transmit all pertinent documents to the property owner by certified mail. It may also be transmitted by such other reasonable available means, such as electronic mail, if requested by the property owner.

4.4 INTIATION OF NEGOTIATIONS

The Agent will present a written offer for the fair market value as determined through the appraisal. The property owner will be afforded the opportunity to consider the offer for a reasonable period of time.

5. ADMINISTRATIVE SETTLEMENTS

5.1 DEFINITION

An administrative settlement is any settlement made or authorized by the Agent and approved by the city attorney prior to the filing of condemnation, which is in excess of the original offer of fair market value.

5.2 AUTHORITY OF CITY ATTORNEY OR AGENT TO MAKE ADMINISTRATIVE SETTLEMENTS

Except as otherwise provided herein the city attorney or the Agent, with the approval of the city attorney, is authorized to make administrative settlements for each parcel or tract of real property from which the acquisition(s) is or are acquired in an amount up to $1,000 over the initial offer made by the Agent.

5.3 BASIS FOR MAKING ADMINISTRATIVE SETTLEMENTS

An administrative settlement may be made when it is determined that such action is reasonable, prudent, and in the public interest. In arriving at a determination to approve an administrative settlement, consideration is to be given to all pertinent information, including, if applicable, the following:

a. All available appraisals, including the owner's if reasonably available;
b. The approved estimate of fair market value;
c. Recent court awards for similar type properties, if any;
d. The range of probable testimony as to fair market value should condemnation be filed;
e. The estimate of trial costs; and
f. The opinion of legal counsel, when appropriate.

5.4 SETTLEMENTS GREATER THEN THE LIMITS AUTHORIZED HEREIN

Any purchase of property or resolution of a condemnation case that cannot be settled within the parameters established herein must be approved by the board of mayor and aldermen.

6. CONCLUDING NEGOTIATIONS

6.1 GENERAL

When the Agent for whatever reason determines that the acquisition cannot be or is likely not to conclude by negotiations, then negotiations will end. Negotiations do not have to end when the board of mayor and aldermen authorizes the city attorney to proceed with condemnation. However, once suit is filed, only the city attorney can settle the matter within the administrative settlement authority set out herein. If the negotiations result in a successful acquisition, the city becomes legally obligated to pay for property purchased when it accepts the instrument of conveyance. The full amount of the agreed upon purchase price will be paid to the owner at the time of conveyance, or payment may be made jointly to the property owner and lien holder or mortgage insurer and for the real estate taxes, *etc.*, chargeable to the owner in accordance with encumbrances outstanding at the time of conveyance.

6.2 PREPARATION FOR CLOSING

The Agent will furnish copies of all written instruments used or obtained in the negotiating process containing information needed for proper closing. The proposed deeds shall also be furnished. In the case of acquisitions in fee simple, the Agent must be provided, or have available, the title report on the tract. When encumbrances are outstanding at closing, arrangements must be made for payment and release of such at the time of closing. When easements, temporary or permanent, are acquired, it is not required in all cases that outstanding encumbrances be paid or released.

7. RECORDING

Upon closing the instrument will be recorded at the appropriate Register of Deeds Office.

8. TENNESSEE DEPARTMENT OF TRANSPORTATION (TDOT) AND FEDERAL HIGHWAY ADMINISTRATION GOVERNED PROJECTS

Notwithstanding anything contained herein to the contrary when the project is funded, in whole or in part, by a state and/or federally transportation project or grant and as required, the Agent is authorized to follow all applicable requirements pertaining to acquisition of property set out in TDOT's *Local Government Guidelines for the Management of Federal and State Funded Transportation Project*, as it may be amended from time to time. This includes, but is not limited to, as permitted, the Agent preparing or have prepared a Nominal Partial Payment in lieu of an appraisal; or settling with a property owner using the procedural and financial parameters set out therein. In the event of an eminent domain proceeding or as otherwise required the city will obtain an appraisal rather than use the Nominal Partial Payment to determine the fair market value.

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

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

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

ADOPTED this the 1st day of November, 2016.

_____
JOHN CLARK, MAYOR

ATTEST:

_____
JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

_____
J. MICHAEL BILLINGSLEY, CITY ATTORNEY

CITY OF KINGSPORT

PROPERTY ACQUISITION POLICIES AND PROCEDURES

Respectfully submitted by:

JOSEPH E. MAY
City Attorney
225 West Center Street
Kingsport, Tennessee 37660

RICHARD E. THARP
Property Acquisition Agent
225 West Center Street
Kingsport, Tennessee 37660

GUIDELINES
FOR THE
PROPERTY ACQUISITION AGENT

* * * * * * * * *

AN OUTLINE OF PROCEDURES FOR USE BY THE PROPERTY ACQUISITION AGENT IN THE CONDUCT OF HIS ACTIVITIES ON BEHALF OF THE CITY OF KINGSPORT.

Revised 11-04-86

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I. OBJECTIVES AND RESPONSIBILITIES

The City of Kingsport, as a political subdivision of the State of Tennessee, is granted by the state the authority to acquire real property for public purposes. In carrying out its real estate acquisition program, the City shall recognize its impartial obligation to protect the various interests of all concerned, to pay fair prices to owners, and to prevent the payment of prices that are excessive.

The City shall make every reasonable effort to reach an agreement with each property owner as to the price to be paid for his property before instituting eminent domain proceedings. Judicial resolution of a property value question is time consuming and expensive for both the property owner and the City. It should be reserved for matters of substance and importance, such as when dollar differences are substantial or an important principle or precedent is involved.

The City shall take all steps practicable, in the acquisition of any properties, to remove or abrogate any legally enforceable provisions in any instrument which restrict the ownership, use, or occupancy thereof on the basis of race, religion, sex, color or national origin.

II. TITLE EVIDENCE

A. General

In order to protect the interests of the City of Kingsport, before the acquisition of any interest in real property, title must be established. Under normal circumstance the Property Acquisition Agent (hereinafter referred to as Agent) will obtain a preliminary title report before the Initiation of Negotiations and will update the title report immediately before closing a project. If there is any question as to the City's right to acquire a particular interest in property it will be referred to the City Attorney for disposition prior to acquisition.

B. Title Reports

As stated above, the Agent will obtain title reports for all tracts on a project for which any interest will be acquired. On the majority of projects, title searches will be accomplished by either the Agent or though the services of a title company or attorney. The title report will be accompanied with copies of all recorded deeds, subdivision plats, easements, divorce decrees, wills, judgments and other pertinent documents.

III. INSTRUMENTS OF CONVEYANCE

A. General

All deeds, easements or other instruments of conveyance shall meet the requirements of Tennessee Law. They are to be reviewed by the City Attorney before any conveyance is accepted. In most cases, deeds used for acquisition should contain general warranties of title.

B. Consideration Stated in Deed

The instrument of conveyance shall not contain a breakdown as to amounts included in the consideration paid. The consideration shall be the total amount paid to the grantor for the taking and any and all incidental damages to his remaining property.

C. Covenants Not Allowed

Deeds, easements or agreements to sell are not to include any language which could act to bind the City to perform any particular construction nor to set out limits of construction. The instrument is to perform only the conveyancing function. Any covenant which is proper for agreement by the City should be contained in a contract separate from the instrument of conveyance.

D. Description of Acquisitions

All land or permanent easements acquired must be described by a metes and bounds description. Permanent easements shall be located and described by the use of a centerline description and shall state the area of the easement. Temporary construction easements will be described as completely as is practical and will also state the area of the easement.

IV. NEGOTIATIONS

A. General

Negotiation is defined, for the purpose of this directive, as the process by which the Agent makes every reasonable effort to expeditiously acquire real property or interests in property at a previously established fair market value.

One of the most important obligations of the Agent is to maintain an honest, straightforward and helpful relationship with the property owner in negotiation and throughout the entire acquisition process. The Agent has an

opportunity to create and maintain good public relations for the City. His personal conduct during negotiations may be considered by the public, in many instances, as indicative of the attitude of the City.

In the performance of his duties, the Agent shall conduct himself in an ethical and competent manner with poise and self-restraint. He shall be impartial in that he shall inform the owner of all benefits due him under Tennessee law while protecting the interests of the City under the same law. It is the desire of the City to acquire rights-of-way and easements at fair prices under amicable conditions.

B. *Establishing Fair Market Value*

1. *General*

Fair market value may be defined as: "the highest price in terms of money that a property will bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus".

In estimating the fair market value for a fee take or right-of-way and the fair market value for a permanent or temporary easement, different approaches should be used because the rights of property owners are restricted in different ways. In a fee simple take, all rights of the property owner are surrendered in contrast to an easement where only the right to construct a permanent structure is restricted.

2. *Appraisals:*

An appraisal is a written statement by a qualified appraiser setting forth an opinion of a defined value of an adequately described property as of a specific date, supported by the presentation and analysis of relevant market information.

a. *Appraisal Standards:*

A detailed appraisal shall reflect nationally recognized appraisal standards. The form and level of documentation for an appraisal are dependent on the complexity of the appraisal problem.

b. *Appraisal Contents:*

An appraisal shall contain sufficient documentation, including valuation data to support this opinion of value, consisting of the following items:

(1) The purpose and/or the function of the appraisal, a definition of the estate being appraised, and a statement of the assumptions and limiting conditions affecting the appraisal.

(2) An adequate description of the physical characteristics of the property being appraised (and, in the case of a partial acquisition, an adequate description of the remaining property); a statement of the known and observed encumbrances, if any; title information, location, zoning, present use; an analysis of high and best use, and a brief sales history of the property.

(3) All relevant and reliable approaches to value consistent with commonly accepted professional appraisal practices. When sufficient market sales data are available to reliably support the fair market value given the specific appraisal problem encountered, the City, at its discretion, may require only the market approach. If more than one approach is utilized, there shall be an analysis and reconciliation of value that is sufficient to support the appraiser's opinion(s) of value.

(4) A description of comparable sales, including a description of all relevant physical, legal, and economic factors such as parties to the transaction, source and a method of financing, and verification of a party involved in the transaction.

(5) A statement of the value of the real property to be acquired and, for a partial acquisition, a statement of damages and benefits, if any, to the remaining real property.

(6) The effective date of valuation, date of appraisal, signature and certification of the appraiser.

c. *Appraisal Procedures:*

The appraisers who are hired to appraise the subject property will use practices and techniques recognized by professional appraisal organizations. These techniques will include the following approaches:

(1) *Cost Approach:*

This approach estimates the value of the land plus the current cost of reproducing the structure(s) new less the depreciation for all causes. It consists of four steps.

a. Land value as if vacant is estimated.
b. The current cost of reproducing the existing improvements is estimated.

e. Depreciation from all causes is estimated and deducted from the reproduction cost of the improvements.

d. Land value plus depreciated reproduction cost equals the indicated value by the cost approach.

(2) *Market Data Approach:*

The value of a property is estimated by comparing it with similar properties having recently sold in the same or competing areas. Four categories of data are necessary:

(a) Sales price of similar property.

(b) The conditions of each sale.

(c) Location and dates of sale of each property.

(d) Complete descriptions of all land and improvements.

(3) *Income Approach:*

The income approach is the appraisal procedure which converts income into value. The appraiser studies rental data and estimates a market rent for the subject being appraised. The appraiser then determines the rate of return that a typical owner could expect to receive as income. If both of these elements can be estimated, the appraiser can calculate a reliable indication of value by the Income Approach.

(4) *Correlation and Final Value Estimate:*

The appraiser then is able to take into consideration three approaches to value in making a final estimate. Generally, an appraiser will place more reliance on one approach and use the others as supportive evidence of value. The amount and reliability of the data will determine and generally influence his choice of approaches.

d. *Review Appraisal:*

The review appraisal's first purpose is to ensure that all appraisal products are written in compliance with and follow accepted appraisal practices. Its second purpose is, based on the information available, to establish an estimate of fair market value.

In reviewing the report for conformance with accepted appraisal practices, the reviewer must both ensure that the document is complete and that the appraiser has applied sound judgment and provided reasonable and local support for all conclusions reached. That is not to say that the reviewer must completely agree with all statements and conclusions of the appraiser. He must only be satisfied that the appraiser has properly justified the statement.

In completing his assignment, the reviewer must make a decision concerning his review comments. He may elect to reconcile problem areas in the appraisal or he may determine that additional information is needed from the appraiser. If the reviewer concludes that the report can be accepted, he must then make a decision concerning the estimated fair market value to be offered. He may accept the conclusion reached by the appraiser or he may, based on all available information, determine that some other price should be offered.

3. *Acquisition in Fee Simple.*

a. *Fair Market Value Established by Appraisal.*

Before the initiation of negotiations, the real property shall be appraised and the owner or his designated representative shall be given an opportunity to accompany the appraiser during the appraiser's inspection of the property.

b. *Offer Based on Appraisal(s) of Fair Market Value.*

(1) *Parcels with a value of less than $1,000.* (As valued by Sullivan County Property Assessor or Hawkins County Property Assessor.)

The Agent will prepare an appraisal of the proposed acquisition.

(2) *Parcels with a value of less than $5,000 but more than $1,000.*

The Agent will prepare an appraisal of the proposed acquisition which will be reviewed by an independent appraiser.

(3) *Parcels with a value of more than $5,000*

The Agent will prepare an appraisal of the proposed acquisition which shall be reported to the Board of Mayor and Aldermen with a request for further instructions. At that time, it would be appropriate for the Board of Mayor and Aldermen to have the Agent obtain at least two

independent real estate appraisals of the property to be acquired, by qualified real estate appraisers after which a review appraiser will be retained to review each appraisal or take such other action as may be deemed appropriate under the circumstances.

4. *Acquisition of Permanent Easements*

The Agent shall establish a fair market value for permanent easement. Each new project shall have the established value per linear foot reviewed by the Agent in conformity with recognized appraisal techniques prior to beginning easement acquisition and a report of value made to the Board of Mayor and Aldermen by the Agent. Individual appraisals shall be made only as necessary.

5. *Acquisition of Temporary Easements*

The Agent shall establish a fair market value for temporary easements. Each new project shall have the established value per square foot reviewed by the Agent in conformity with recognized appraisal techniques prior to beginning easement acquisition and a report of value made to the Board of Mayor and Aldermen by the Agent. Individual appraisals shall be made only as necessary.

C. *Contacting the Owners*

It is the policy of the City, to the greatest extent possible, to present the written offer in person to the owner or his designated representative. If the Agent is unable to arrange for an appointment at the site of the property to be acquired and a personal contact at another location is not practical, the Agent will then transmit all pertinent documents to the property owner by certified mail. When problems are encountered in establishing title of a parcel to be acquired, the Agent should obtain the advice and assistance of the City Attorney to obtain good title to the parcel. When a complete title search fails to identify the owner of a parcel of land required for a project and the adjoining owner(s) does not lay claim to ownership of same, title to such parcel must be obtained through appropriate legal proceedings.

D. *Initiation of Negotiations*

The Agent will present a written offer for the full amount of fair market value. This constitutes a formal offer and furnishes the property owner a written itemization of, and statement of the basis for, the amount established as fair market value.

In addition, the Agent should give a detailed explanation of the following:

(1) How the value was determined.
(2) In the case of a partial acquisition, a description of the acquisition and its effect on the remainder lands.
(3) The steps available to the owner if the City's offer is rejected.

E. *Subsequent Contacts*

The property owner shall be afforded the opportunity to consider the offer for a reasonable period of time, regardless of whether the property to be acquired is occupied or unoccupied. At least two contacts, and under most conditions a minimum of three personal contacts should be made unless good reasons exist for not making additional contacts. These are the minimum conditions only and additional contacts should be made whenever there is a reasonable expectation that agreement can be reached.

F. *Administrative Settlements*

1. *Definition*

An administrative settlement is any settlement made or authorized by the Agent and approved by the City Attorney and City Recorder, prior to the filing of condemnation, which is in excess of the original offer of fair market value.

2. *Persons Authorized to Make Administrative Settlements*

The Agent, with the approval of the City Attorney and City Recorder, is authorized to make administrative settlements for all tracts on which the increase does not exceed $1,000.

3. *Basis for Making Administrative Settlements*

An administrative settlement may be made when it is determined that such action is reasonable, prudent, and in the public interest. In arriving at a determination to approve an administrative settlement, consideration is to be given to all pertinent information, including the following:

a. All available appraisals, including the owner's.
b. The approved estimate of fair market value.
c. Recent court awards for similar type properties.

d. The range of probable testimony as to Fair Market value should condemnation be filed.
e. The estimate of trial costs.
f. The opinion of legal counsel, when appropriate.

4. *Written Justification*

The Agent must prepare a written justification outlining the dollar amount of the increase and including a discussion of the available information that supports such an increase.

V. CONCLUDING NEGOTIATIONS

A. *General*

The City becomes legally obligated to pay for property purchased when it accepts the instrument of conveyance. The full amount of the agreed upon purchase price shall be paid to the owner at the time of conveyance, or payment may be made jointly to the property owner and lienholder or mortgage insuror and for the real estate taxes, etc., chargeable to the owner in accordance with encumbrances outstanding at the time of conveyance.

B. *Preparation for Closing*

The Agent shall furnish copies of all written instruments used or obtained in the negotiating process containing information needed for proper closing. The proposed deeds shall also be furnished.

In the case of acquisitions in fee simple, the Agent must be provided, or have available to him, the title report on the tract. When encumbrances are outstanding at closing, arrangements must be made for payment and release of such at the time of closing.

When easements, temporary or permanent, are acquired, it is not required in all cases that outstanding encumbrances be paid or released.

C. *Recording*

Immediately upon closing, the deed shall be recorded at the appropriate Register of Deeds Office.

D. *Acquisition of Property by Ordinance*

Normally the acquisition of property is governed to some extent by at least three ordinances. The first ordinance relating to the acquisition of

property is the annual budget ordinance. After a review of the Capital Improvement Project list, appropriations are made for every planned project requiring the acquisition of property. In the case of emergencies, however, the appropriation may be made in an ordinance which amends the annual budget ordinance. In either case, it is during this deliberation that a fund is established out of which the property necessary for completion of the project may be acquired. Once a project is approved, the project engineer proceeds to develop final plans and specifications for the project which show the final configuration of the project. From those plans and specifications, a final list of the property and property rights to be acquired is made and a final estimate of the cost of acquisition may be reported to the Board of Mayor and Aldermen by the Agent.

The second ordinance relating to the acquisition of property is the ordinance authorizing the City Attorney to condemn any property and property rights necessary to be acquired for the project. After the acquisition procedure has been followed, the final purchase price of property acquired by voluntary purchase may be reported to the Board of Mayor and Aldermen by the Agent. A resolution may be passed to authorize the condemnation of particular parcels which cannot be acquired by voluntary purchase and sale.

The third ordinance relating to the acquisition of property is the ordinance formally accepting any deeds and deeds of easement. This ordinance may be in the form of a general ordinance, passed upon the completion or closing out of the various projects, for the purpose of accepting deeds and deeds of easement for one or more projects; or, in the case of parcels with a value in excess of $5,000.00, it may be a specific ordinance passed at the time of acquisition of the property for the purpose of authorizing its purchase or accepting the deed.

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Approving Offer to Purchase Property for the Transit Center Project

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

Action Form No.: AF-176-2016
Work Session: October 31, 2016
First Reading: N/A

Final Adoption: November 1, 2016
Staff Work By: KATS Staff
Presentation By: Chris McCartt

Recommendation:
Approve the Resolution.

Executive Summary:
Kingsport and the Kingsport Area Transit Service (KATS) is proposing to construct a comprehensive transit center to be located on property commonly known as the Foundry Site in downtown. The proposed project will require the total acquisition of two vacant properties currently owned by the Kingsport Industrial Development Board and described as Tax Map and Parcel Numbers 046O G 011.00 and 046O G 014.00. Appraisals and review appraisals have been completed in accordance with the Federal Transit Administration's (FTA) guidelines and indicated the fair market value of one property is $435,000 and the other is $73,000 (totaling $508,000). The property owner is willing to sell the properties to the City for their appraised value and additional associated closing costs. The costs associated with the purchase of these properties will be split using 80% Federal funding ($406,400), 10% State funding ($50,800), and 10% Local funding ($50,800). Funding to fulfill the local match has been allotted in the City of Kingsport FY 2016-2017 budget.

Attachments:
1. Resolution
2. Location Map
3. Appraisals

Funding source appropriate and funds are available: _____

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN OFFER FOR THE PURCHASE OF TWO TRACTS OF REAL PROPERTY FOR THE TRANSIT CENTER PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE A PURCHASE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

WHEREAS, the city has been working towards construction of a new transit center to be located on the property formally known as the Foundry Site, located near downtown, at the corner of East Sullivan Street and East Main Street; and

WHEREAS, the two tracts of property are owned by the Industrial Development Board of the City of Kingsport, Tennessee, (KEDB), and it is agreeable to sell the property to the city; and

WHEREAS, the Federal Transit Authority requires appraisals on the properties and the proposed offer to KEDB is the fair market value of each tract based on the appraisals; and

WHEREAS, parcel number 046O G 011.00 consists of approximately 3.16 acres and according to the appraisal has a fair market value of $435,000.00; and

WHEREAS, parcel number 046O G 014.00 consist of approximately .489 acres and according to the appraisal has a fair market value of $73,000.00; and

WHEREAS, the funding for the purchase of the properties is in project number FTA-015.

Now therefore,

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

SECTION I. That pursuant to the appraisal of the property indicating the fair market value of the property is $435,000.00, an offer of $435,000.00 is approved for the purchase of property identified as Tax Map 046O Group G Parcel 011.00 consisting of approximately 3.16 acres, and as shown as Lot 3 on the plat "Resubdivision of Lot 2" recorded on Plat Book P54, Page 317 in the Register's Office for Sullivan County and subject to such conditions as set out in the purchase agreement for use as a transit center.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, a purchase agreement for the property identified as Tax Map 046O Group G Parcel 011.00 and as shown as Lot 3 on the plat "Resubdivision of Lot 2" recorded on Plat Book P54, Page 317 in the Register's Office for Sullivan County, and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution.

SECTION III. That pursuant to the appraisal of the property indicating the fair market value of the property is $73,000.00, an offer of $73,000.00 is approved for the purchase of property identified as Tax Map 046O Group G Parcel 014.00 consisting of approximately .489 acres, conveyed to KEDB by deed recorded in Deed Book 2836, Page 796 in the Register's Office

in Sullivan County, Tennessee subject to such conditions as set out in the purchase agreement for use as a transit center.

SECTION IV. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, a purchase agreement for the property identified as Tax Map 046O Group G Parcel 014.00 conveyed to KEDB by deed recorded in Deed Book 2836, Page 796 in the Register's Office in Sullivan County, Tennessee, and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution.

SECTION V. That the mayor is further authorized to make such changes, approved by the mayor and 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 VI. That the board finds that the actions authorized by this resolution are for a public purpose and will promote the health, comfort and prosperity of the citizens of the city.

SECTION VII. That this resolution shall take effect immediately upon its adoption, the public welfare requiring it.

ADOPTED this the 1st day of November, 2016.

_____
JOHN CLARK, MAYOR

ATTEST:

_____
JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

_____
J. MICHAEL BILLINGSLEY, CITY ATTORNEY

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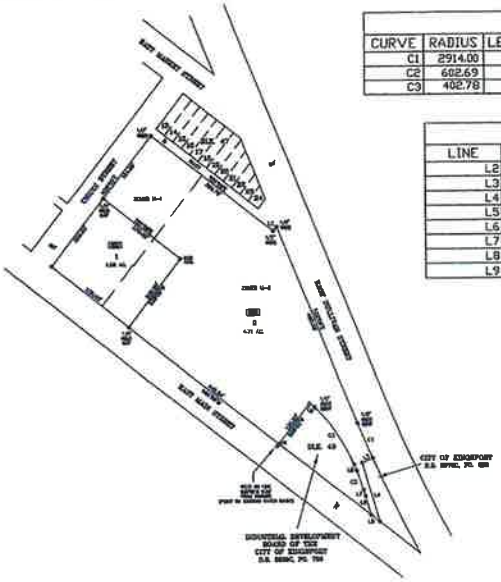
CURVE TABLE				
CURVE	RADIUS	LENGTH	CHORD BEARING	DISTANCE
C1	2914.00	89.84	S22°59'E	89.84
C2	692.69	47.33	N19°46'W	47.32
C3	402.78	165.86	N33°47'W	164.69

LINE TABLE		
LINE	BEARING	DISTANCE
L2	N38°02'E	13.58
L3	S66°08'W	27.34
L4	S16°12'E	143.78
L5	N51°58'W	23.95
L6	N15°39'W	45.90
L7	N17°31'W	14.88
L8	N22°01'W	15.60
L9	N51°58'W	15.72



BEFORE

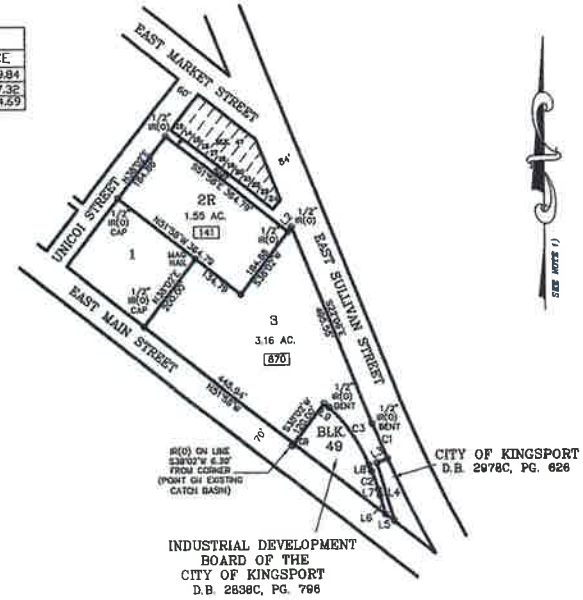
NOTES:

1) NORTH BASED ON N38°02'E AS SHOWN IN D.B. 3A, PAGE 316
2) PROPERTY IS ZONED M-1 AND M-2
SETBACKS:

M-1		M-2	
FRONT	20'	FRONT	10'
REAR	0'	REAR	25'
SIDE	0'	SIDE	10'

MAXIMUM LOT COVERAGE: 85% MAXIMUM LOT COVERAGE 90%

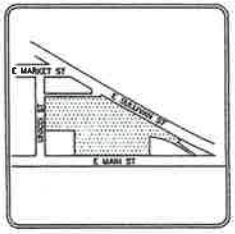
3) THIS IS TO CERTIFY THAT I HAVE CONSULTED THE FEDERAL FLOOD INSURANCE ADMINISTRATION BOUNDARY MAP 47163C0045D EFFECTIVE DATE SEPTEMBER 29, 2006 AND FOUND THAT THE ABOVE PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA.
4) JOB NO. 12-9016
5) ACAD FILE 12-9016 WARD'S FEED STORE.DWG
6) FIELD BOOK 599, PAGE 23
7) TAX MAP 46-D "G" PARCELS 11 AND 15
8) PRIOR PLAT REFERENCE: P.B. 3, PAGE 109
9) DEED REFERENCE: D.B. 55C PAGE 508, D.B. 55C PAGE 512, D.B. 56C PAGE 214, D.B. 170C PAGE 331, D.B. 228C, PAGE 112, D.B. 255A, PAGE 681, D.B. 306A PAGE 391, D.B. 334A, PAGE 526
10) 1/2" IRON RODS SET ON ALL CORNERS UNLESS OTHERWISE NOTED.
11) ACCORDING TO CITY OF KINGSPORT RECORDS RING STREET AND THE TWO ALLEYS WERE VACATED IN FEBRUARY, 1962.



AFTER

NOTES:

1) NORTH BASED ON N38°02'E AS SHOWN IN D.B. 3A, PAGE 316
2) PROPERTY IS ZONED B-2
SETBACKS:
FRONT N/A
REAR N/A
SIDE N/A
3) THIS IS TO CERTIFY THAT I HAVE CONSULTED THE FEDERAL FLOOD INSURANCE ADMINISTRATION BOUNDARY MAP 47163C0045D EFFECTIVE DATE SEPTEMBER 29, 2006 AND FOUND THAT THE ABOVE PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA.
4) JOB NO. 13-9553
5) ACAD FILE 13-9553 KEDB.DWG
6) TAX MAP 46-D "G" PARCELS 11 AND 15
7) PRIOR PLAT REFERENCE: P.B. 53, PAGE 570
8) 1/2" IRON RODS SET ON ALL CORNERS UNLESS OTHERWISE NOTED.
9) I HEREBY CERTIFY THAT THIS IS A CATEGORY I SURVEY AND THE RATIO OF PRECISION OF THIS SURVEY IS BETTER THAN 1/10,000.



LOCATION MAP

LEGEND

IR(O)	*IRON ROD, OLD*
CB	*CATCH BASIN*
DB	*DEED BOOK*
PC	*PAGE*
PB	*PLAT BOOK*
AC	*ACRES*
N.T.S.	*NOT TO SCALE*
123	*911 ADDRESS*

TIM LINGERFELT REGISTERED LAND SURVEYOR TENNESSEE NO. 930

Slide A-985

01/07/2014 - 04:01:18 PM
14000396
1 PGS:AL-PLAT BATCH: 86706
PLAT BOOK: P54
PAGE: 317-317

REC FEE	15.00
DP FEE	2.00
ARC FEE	17.00
TOTAL	

STATE OF TENNESSEE, SULLIVAN COUNTY
BART LONG
REGISTER OF DEEDS

CERTIFICATE OF OWNERSHIP AND DEDICATION	CERTIFICATE OF ACCURACY	CERTIFICATE OF APPROVAL OF STREET LIGHTING SYSTEM
I(WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I (WE) HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY (OUR) FREE CONSENT, ESTABLISH THE BUILDING LINES, AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS, AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS NOTED.	I HEREBY CERTIFY THAT THE PLAN SHOWN AND DESCRIBED HEREON IS A TRUE AND CORRECT SURVEY TO THE ACCURACY REQUIRED BY THE KINGSPORT, TENNESSEE REGIONAL PLANNING COMMISSION AND THAT THE MONUMENTS HAVE BEEN PLACED AS SHOWN HEREON.	I HEREBY CERTIFY THAT THE STREET LIGHT SYSTEM DESIGNED FOR THIS SUBDIVISION COMPLIES WITH THE CITY OF KINGSPORT'S POLICIES ON ROADWAY LIGHTING WITHIN THE CITY OF KINGSPORT, AND ANY REQUIRED CHANGES FOR THE PURCHASE AND INSTALLATION HAVE BEEN MET.
12-30-13 DATE — OWNER	12-23 20 13 DATE — REGISTERED SURVEYOR	DATE 20 — TRAFFIC ENGINEERING MANAGER

CERTIFICATION OF THE APPROVAL FOR 911 ADDRESSING ASSIGNMENT	CERTIFICATION OF THE APPROVAL OF STREETS	CERTIFICATION OF THE APPROVAL OF SEWERAGE SYSTEM	CERTIFICATION OF APPROVAL OF PUBLIC WATER SYSTEM	CERTIFICATE OF APPROVAL FOR RECORDING
I HEREBY CERTIFY THAT THE ADDRESSES, AS NOTED ON THE FINAL PLAT, ARE APPROVED AS ASSIGNED.	I HEREBY CERTIFY: (1) THAT THE STREETS HAVE BEEN INSTALLED IN AN ACCEPTABLE MANNER AND ACCORDING TO THE SPECIFICATIONS, OR, (2) ADEQUATE RIGHTS-OF-WAY DEDICATION UPON AN EXISTING PUBLIC ROAD SHALL SERVE THESE LOTS AS PROVIDED	I HEREBY CERTIFY THAT THE SEWERAGE DISPOSAL SYSTEM INSTALLED OR PROPOSED FOR INSTALLATION FULLY MEETS THE REQUIREMENTS OF THE TENNESSEE DEPARTMENT OF ENVIRONMENT & CONSERVATION AND IS HEREBY APPROVED AS SHOWN.	I HEREBY CERTIFY THAT THE PUBLIC WATER UTILITY SYSTEM INSTALLED OR PROPOSED FOR INSTALLATION FULLY MEETS THE REQUIREMENTS OF THE KINGSPORT WATER UTILITY SYSTEM AND IS HEREBY APPROVED AS SHOWN.	I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS FOR KINGSPORT, TENNESSEE, WITH THE EXCEPTION OF SUCH VARIANCES, IF ANY, AS ARE NOTED IN THE MINUTES OF THE PLANNING COMMISSION AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE SULLIVAN COUNTY REGISTER. IF REQUIRED, A SURETY BOND IN THE AMOUNT OF $ ____ HAS BEEN POSTED WITH THE KINGSPORT REGIONAL PLANNING COMMISSION TO ASSURE COMPLETION OF ALL REQUIRED IMPROVEMENTS IN CASE OF DEFAULT.
DECEMBER 31 20 13 DATE — CITY GIS-911 DIVISION DIRECTOR OF 911 ADDRESSING	DATE 20 — CITY ENGINEER	12-23 20 13 DATE — KINGSPORT AUTHORIZING AGENT	12-26 20 13 DATE — KINGSPORT AUTHORIZING AGENT	1/16/2014 — SECRETARY, KINGSPORT REGIONAL PLANNING COMMISSION

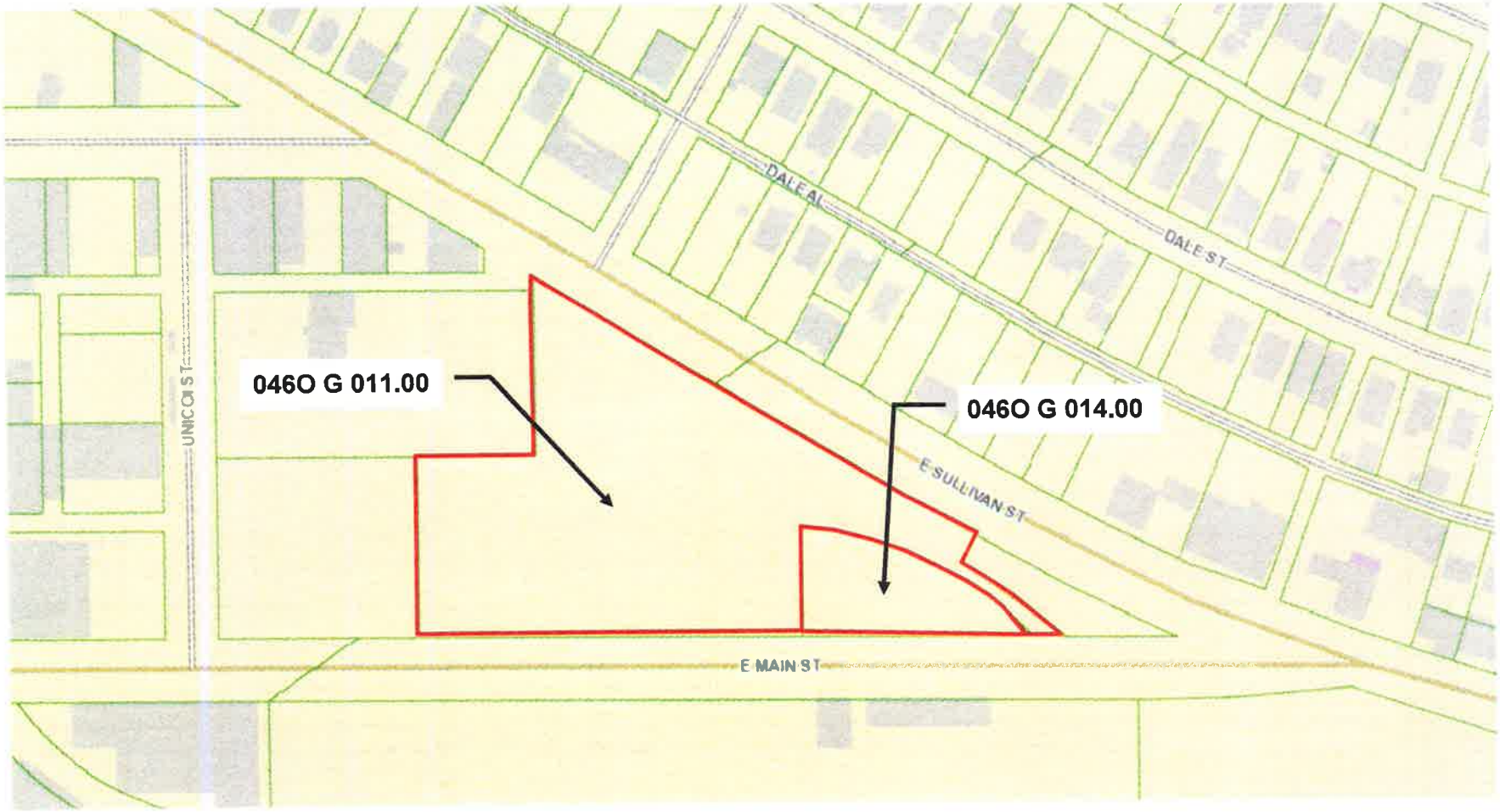
ALLEY & ASSOCIATES, INC.
• SURVEYORS •
243 E. MARKET STREET
KINGSPORT, TENNESSEE 37660
TELEPHONE (423) 392-5806
FAX : (423) 392-8608
E-MAIL: tlingerfelt@alleyassociates.com

RESUBDIVISION OF LOT 2
RESUBDIVISION OF LOTS 1-12, 25-44, BLOCK 47, BLOCK 48, CITY OF KINGSPORT AND
ABANDONED RING STREET AND TWO 20' ALLEYS

KINGSPORT REGIONAL PLANNING COMMISSION

TOTAL ACRES	4.71	TOTAL LOTS	2
ACRES NEW ROAD	0	MILES NEW ROAD	0
OWNER	INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSPORT, ET AL	CIVIL DISTRICT	11TH
SURVEYOR	ALLEY & ASSOCIATES, INC.	CLOSURE ERROR	1:10,000

SCALE 1"=200' 200 100 0 200 400



Transit Center
Property Acquisitions

Acquisition

Parcels

N E S W

KATS

LOCAL PUBLIC AGENCY
REAL PROPERTY EMINENT DOMAIN
APPRAISAL REVIEW REPORT
(RIGHT OF WAY ACQUISITION)

This appraisal review has been conducted in accordance with the Scope of Work Rule and Standard 3 of the *Uniform Standards of Professional Appraisal Practice,* as promulgated by the Appraisal Foundation. This review and this review report are intended to adhere to the Standard 3 in effect as of the date this review was prepared. The appraisal and appraisal report have been considered in light of the Standards 1 & 2 in effect as of the date the appraisal was prepared - not necessarily the effective date of valuation.

The purpose of this technical review is to develop an opinion as to the compliance of the appraisal report identified herein to the *Uniform Standards of Professional Appraisal Practice* , the *Uniform Relocation Assistance & Real Property Acquisition Act* , and the Tennessee Department of Transportation's *Guidelines for Appraisers* ; and further develop opinions as to the completeness, adequacy, relevance, appropriateness, and reasonableness of opinions presented in the appraisal report as advice to the acquiring agency in its development of a market value offer to the property owner. This review is conducted for:

The City of Kingsport

All estimates of value prepared for agency acquisitions shall be based on "market value" - as defined and set forth in the Tennessee Pattern Jury Instructions to wit: "the amount of money which a purchaser, willing but under no compulsion to buy, would pay, and which a seller, willing but under no compulsion to sell, would accept, taking into consideration all the legitimate uses to which the property was adaptable and might in reason be applied." Compensations are in compliance with the Tennessee State Rule.

Section (A) Identification & Base Data:

(1) State Project Number: **N.A.**
Federal:
Local ID:

(2) County: **Sullivan**
City of Kingsport

(3) Tract No: **1**

(4) Owner(s) of Record: **Industrial Development Board**
225 West Center Street
Kingsport TN 37660

Elaine Bodenweiser 423-247-4453

(5) Address/Location of Property Appraised:
The 3.16 acres (137,650 sf) property is irregular shaped with over 445.94 feet fronting E Main Street and 584.46 feet on E Sullivan Street in Kingsport , TN.

(6) Effective Date of the Appraisal: **2/16/16**

(7) Date Appraisal Was Prepared: **4/27/16**

(8) Type of Appraisal:
- [X] Formal
- [ ] Formal Part-Affected

(9) Type of Acquisition:
- [X] Total
- [ ] Partial

(10) Type of Report Prepared:
- [X] Appraisal Report
- [ ] Restricted Repo

(11) Appraisal & Review Were Based On:
- [X] Original Plans
- [ ] Plan Revision Dated:

(12) Author(s) of Appraisal Report: **F.J. Brownell**

(13) Date of Appraisal Review: **04/27/16**

(14) Appraisal Review Conducted By: **J. Kip Miller, SRA**

(15) Ownership Position & Interest Appraised: (Unless indicated herein to the contrary, the appraisal is of a 100% ownership position in fee simple. (Confirm 100% or state the specifics otherwise.))

This is the appraisal of the 100% ownership of the Fee Simple acquisition of the entire property.

(16) Scope of Work in the Performance of this Review: (Review must comply with all elements and requirements of the Scope of Work Rule and Standard 3 of USPAP, and must include field inspection (at least an exterior inspection of the subject property and all comparable data relied on in the appraisal report.)) Development of an independent estimate of value is not a part of this review assignment)

Upon receipt of the appraisal report, a field review of the subject property was conducted to verify the descriptions in the report itself and to more closely inspect the areas being directly affected by the proposed acquisition, using data services (Courthouse Retrieval Service, and Sullivan County Register of Deeds). Analyses and conclusions contained within the report were also closely reviewed as to their applicability to the subject property, the area being acquired, and to the impact, if any, on the land remaining. In this case it is a total acquisition.

Section (B): Property Attributes:

(1) Total Tract Size as Taken From the Acquisition Table: **3.16 Acres**

(2) Does the Appraisal Identify One Or More "Larger Parcels" That Differ In Total Size From the Acquisition Table? (If "Yes," what is it and is it justified?)(Explain)(Describe Land)

No

(3) List/Identify Affected Improvements (If appraisal is "Formal," then all improvements must have been described in the appraisal report and must be listed here. If the appraisal is "Formal Part-Affected," then only those affected improvements should have been described in the appraisal report and listed here.) Listing by Improvement Number & Structure Type is adequate here.)

1- **Vacant**	2-
3-	4-
5-	6-
7-	8-
9-	10-
11-	12-
13-	14-
15-	16-
17-	18-
19-	20-

Section (C) Valuation Approaches Processed and Reconciled "Before Value" Estimates

Approaches Utilized: ☐ Cost ☒ Sales Comparison ☐ Income

Reconciled Value Estimates (Total Tract or larger Parcel(s)):

Land: **$435,000**

Improvements: **$0**

Total: **$435,000**

Section (D) Acquisitions:

(1) Proposed Land Acquisition Areas (As taken from the appraisal report):

[a]	Fee Simple:	**3**	Acre(s)
[b]	Permanent Drainage Easement:	**0**	Acre(s)
[c]	Slope Easement:	**0**	Acre(s)
[d]	Air Rights:	**0**	Acre(s)
[e]	Temporary Construction Easement:	**0**	Acre(s)
[f]		**0**	Acre(s)

(2) Proposed Improvement Acquisition(s): Improvement Number & Structure Type

1- **Vacant**	2-
3-	4-
5-	6-
7-	8-
9-	10-
11-	12-
13-	14-
15-	16-
17-	18-
19-	20-

Section (E) Damages/Special Benefits:

The entire 3.16 acre subject is being acquired and there is no remainer.

Section (F) Valuation Approaches Processed and Reconciled "After-Value" Estimates

Approaches Utilized: ☐ Cost ☒ Sales Comparison ☐ Income

Reconciled Value Estimates (Total Tract or larger Parcel(s)):

Land: **$435,000**

Improvements:

Total: **$435,000**

Comments:

Section (G) Review Comments

"Before" & "After" Valuation (Include Comments For "NO" Responses To Questions 1 - 7 & "YES" Response To Question 8)

(1) Are the conclusions of highest and best use (before & after) reasonable and adequately supported?
Yes. Considering all uses, the discussion of surrounding uses and current uses along with zoning and government requlations adquately decribes the highest and best use.

(2) Are the valuation methodologies (before & after) appropriate?
Yes. The appraiser considered all approaches and discussed the reasons for use or not processing the approaches in to a value indication. The use and processing of each applicable approach is appropriate.

(3) Are the data employed relevant & adequate to the (before & after) appraisal problems?
Yes. The appraiser used a select search area for sales using properties with similar highest and best uses. The search area was selected for most of Kingsport and the time perameters were expanded to find similar properties. Listings were considered to reflect higher values. Minor typographical errors were made.

(4) Are the valuation techniques (before & after) appropriate and properly applied?
Yes. The appraiser has described differences in comparisions of the sales to the subject to properly indicate a range in value. The judgement of the appraiser for these adjustments are reasonably explained.

(5) Are the analyses, opinions, and conclusions (before & after) appropriate and reasonable?
Yes. The conclusions are with in the value range developed by the appropriate techniques. There is no remainder.

(6) Is the report sufficiently complete to allow proper review, and is the scope of the appraisal assignment broad enough to allow the appraiser to fully consider the property and proposed acquisitions?

Yes. The report well documents the property and the consideration of any and all uses plus the wide search for comparable sales allows for credible report.

(7) Is the appraisal report under review generally compliant with *USPAP*, the *Uniform Act*, and TDOT's *Guidelines for Appraisers*?
Yes

(8) Do the general and special "Contingent and Limiting Conditions" outlined in the appraisal report limit the valuation to the extent that the report cannot be relied on for the stated use?
No. Mr. Brownell has made an extraordinary assumption regarding the soil condition of the subject to be similar to sale 1. This appears to be a typical condition for downtown Kingsport properties and is an appropriate assumption. The KATS Transit Center Environmental Analysis Determination Report concludes that "a soil management work plans will be needed." and "will be remediated" during the development of the site.

Appraisal Report Conclusions -- Amounts Due Owner

(a)	Fee Simple:	**$435,000**
(b)	Permanent Drainage Easement:	**$0**
(c)	Slope Easement:	**$0**
(d)	Air Rights:	**$0**
(e)	Temporary Construction Easement:	**$0**
(f)	_____	**$0**
(g)	Improvements:	**$0**
(h)	Compensable Damages:	**$0**
(i)	Special Benefits:	**$0**
(j)	Total Amount Due Owner By Appraisal:	**$435,000 (R)**

[X] I **DO** Recommend Approval Of This Report

[ ] I **DO NOT** Recommend Approval Of This Report

Comments:

Mr. Brownell's data collection and analysis of the data is handled in a professional manner. He has made comments regarding the age of the data and current listings. . His discussion of the neighborhood leads the reader to the value indication used. The report has exhibits and photos that also assist with the analysis. The review is revised to reflect changes in verification of the sales.

J. Kip Miller, SRA
Appraisal Review Consultant(s)

CG-368
State License/Certification No(s):

[X] Consultant [ ] Staff

Date: **April 27, 2016**

Additional Comments:

Mr. Brownell has complied with the Uniform Act by contacting Elaine Bodenweiser, the owner's representive by phone to provide opportunity to accompany the appraiser on the inspection of the subject. Ms. Elaine Bodenweiser Chief Financial Officer Kingsport Chamber of Commerce declined. Mr. Brownell's extraordianry assumption regarding the soils report is considered reasonable.

Section (H) Certification

I certify to the best of my knowledge and belief:

The facts and data reported by the review appraiser and used in the review process are true and correct.

The analyses, opinions, and conclusions in this review report are limited only by the assumptions and limiting conditions stated in this review report, and are my personal, impartial, and unbiased professional analyses, opinions and conclusions.

I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.

I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

My engagement in this assignment was not content upon developing or reporting predetermined results.

My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in, or the use of, this review.

My analyses, opinions, and conclusions were developed and this review report was prepared in conformity with the Uniform Standards of Professional Appraisal Practice.

I did personally inspect the exterior of the subject property of the report under review.

No one provided significant professional assistance to the person signing this review report.

Appraisal Review Consultant(s)

[X] Consultant [ ] Staff

Date: **April 27, 2016**

Section (I) Contingent & Limiting Conditions

This appraisal review report has been made with the following general limiting conditions and assumptions:

(1) Unless stated herein to the contrary, it is specifically assumed that the author of the appraisal report under review made the required contact with the property owner, and conducted the appropriate inspections and investigations.

(2) Unless stated herein to the contrary, it is specifically assumed that the right-of-way plans upon which the appraisal was based are accurate.

(3) Unless stated herein to the contrary, it is specifically assumed that all property (land & improvement) descriptions are accurate.

(4) Unless stated herein to the contrary, no additional research was conducted by the review appraiser.

(5) Unless stated herein to the contrary, all specific and general contingent and limiting conditions outlined in the appraisal report submitted for review are adopted herein.

(6) The extraordinary assumption of the soils being similar to Sale 1 is based upon the environmental report provided by the City of Kingsport. An excerpt from page 14 is below.

Although there may be containments at the proposed development site, these subject properties make for a great reuse of the site as a Transit Center. Given the history of known environmental contaminants at the proposed site, KATS would work with TDEC to develop the actions needed to develop the property as a Transit Center. It is assumed that a soil management work plan will be needed. The proposed Transit Center project would be constructed on a concrete slab requiring a minimal amount of earthwork. The soil management plan will be incorporated into the design and development of the property, for example using identified soils onsite as landscaping berms or other integrated design feature. When the properties are acquired, land use restrictions can be incorporated into the deed to obtain a No Further Action letter. Any identified environmental site conditions that may represent a risk to public health and safety will be remediated in accordance with federal, state, and local environmental laws and regulations.

Underlines added for emphasis

CERTIFICATION

I certify that, to the best of my knowledge and belief . . . . .

- the statement of fact contained in the review report are true and correct;
- the reported analyses, opinions, and conclusions in the review report are limited only by the assumptions and limiting conditions stated in this review report, and are the reviewer's personal, unbiased professional analyses, opinions and conclusions;
- the reviewing appraiser has no present or prospective interest in the property that is the subject of this review report and no personal interest or bias with respect to the parties involved;
- I have not provided any appraisal or real estate services within the three year period immediately preceding acceptance of the assignment, as an appraiser or in another capacity.
- I have no bias with respect to the property that is the subject of the work under review or to the parties involved with this assignment.
- the engagement in this assignment was not contingent upon developing or reporting predetermined results.
- the compensation received by the review appraiser for the review is not contingent on the analyses, opinions, or conclusions reached or reported;
- the compensation for completing this assignment is not contingent upon the development or reporting of predetermined assignment results or assignment results that favors the cause of the client, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal review
- the appraisal review was made and the review report prepared in conformity with the Uniform Standards of Professional Appraisal Practice.
- the reviewer has made a personal exterior inspection of the property that was the subject of the appraisal report reviewed; has made a personal exterior inspection the market comparables cited in the appraisal report under review; has not verified the factual data presented in the appraisal report reviewed;
- no one provided significant professional assistance to the review appraiser.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- as of the date of this report, I (J. Kip Miller, SRA) have completed the continuing education program of the Appraisal Institute.

J Kip Miller

J. Kip Miller, SRA
Tennessee Certified General Appraiser #CG-368

LOCAL PUBLIC AGENCY
REAL PROPERTY EMINENT DOMAIN
APPRAISAL REVIEW REPORT
(RIGHT OF WAY ACQUISITION)

This appraisal review has been conducted in accordance with the Scope of Work Rule and Standard 3 of the *Uniform Standards of Professional Appraisal Practice,* as promulgated by the Appraisal Foundation. This review and this review report are intended to adhere to the Standard 3 in effect as of the date this review was prepared. The appraisal and appraisal report have been considered in light of the Standards 1 & 2 in effect as of the date the appraisal was prepared - not necessarily the effective date of valuation.

The purpose of this technical review is to develop an opinion as to the compliance of the appraisal report identified herein to the *Uniform Standards of Professional Appraisal Practice* , the *Uniform Relocation Assistance & Real Property Acquisition Act* , and the Tennessee Department of Transportation's *Guidelines for Appraisers* ; and further develop opinions as to the completeness, adequacy, relevance, appropriateness, and reasonableness of opinions presented in the appraisal report as advice to the acquiring agency in its development of a market value offer to the property owner. This review is conducted for:

The City of Kingsport

All estimates of value prepared for agency acquisitions shall be based on "market value" - as defined and set forth in the Tennessee Pattern Jury Instructions to wit: "the amount of money which a purchaser, willing but under no compulsion to buy, would pay, and which a seller, willing but under no compulsion to sell, would accept, taking into consideration all the legitimate uses to which the property was adaptable and might in reason be applied." Compensations are in compliance with the Tennessee State Rule.

Section (A) Identification & Base Data:

(1) State Project Number: **N.A.**
Federal:
Local ID:

(2) County: **Sullivan**
City of Kingsport

(3) Tract No: **2**

(4) Owner(s) of Record: **Industrial Development Board**
225 West Center Street
Kingsport TN 37660

Elaine Bodenweiser 423-247-4453

(5) Address/Location of Property Appraised:
The 0.489 acres (21,285 sf) property is irregular shaped with frontage on E Main Street and E Sullivan Street in Kingsport , TN.

(6) Effective Date of the Appraisal: **2/16/16**

(7) Date Appraisal Was Prepared: **4/27/16**

(8) Type of Appraisal:
- [X] Formal
- [ ] Formal Part-Affected

(9) Type of Acquisition:
- [X] Total
- [ ] Partial

(10) Type of Report Prepared:
- [X] Appraisal Report
- [ ] Restricted Repor

(11) Appraisal & Review Were Based On:
- [X] Original Plans
- [ ] Plan Revision Dated:

(12) Author(s) of Appraisal Report: **F.J. Brownell**

(13) Date of Appraisal Review: **04/27/16**

(14) Appraisal Review Conducted By: **J. Kip Miller, SRA**

(15) Ownership Position & Interest Appraised: (Unless indicated herein to the contrary, the appraisal is of a 100% ownership position in fee simple. (Confirm 100% or state the specifics otherwise.))

This is the appraisal of the 100% ownership of the Fee Simple acquisition of the entire property.

(16) Scope of Work in the Performance of this Review: (Review must comply with all elements and requirements of the Scope of Work Rule and Standard 3 of USPAP, and must include field inspection (at least an exterior inspection of the subject property and all comparable data relied on in the appraisal report.)) Development of an independent estimate of value is not a part of this review assignment)

Upon receipt of the appraisal report, a field review of the subject property was conducted to verify the descriptions in the report itself and to more closely inspect the areas being directly affected by the proposed acquisition, using data services (Courthouse Retrieval Service, and Sullivan County Register of Deeds). Analyses and conclusions contained within the report were also closely reviewed as to their applicability to the subject property, the area being acquired, and to the impact, if any, on the land remaining. In this case it is a total acquisition.

Section (B): Property Attributes:

(1) Total Tract Size as Taken From the Acquisition Table: **0.489 Acres**

(2) Does the Appraisal Identify One Or More "Larger Parcels" That Differ In Total Size From the Acquisition Table? (If "Yes," what is it and is it justified?)(Explain)(Describe Land)

No

(3) List/Identify Affected Improvements (If appraisal is "Formal," then all improvements must have been described in the appraisal report and must be listed here. If the appraisal is "Formal Part-Affected," then only those affected improvements should have been described in the appraisal report and listed here.) Listing by Improvement Number & Structure Type is adequate here.)

1- **Vacant**	2-
3-	4-
5-	6-
7-	8-
9-	10-
11-	12-
13-	14-
15-	16-
17-	18-
19-	20-

Section (C) Valuation Approaches Processed and Reconciled "Before Value" Estimates

Approaches Utilized: ☐ Cost ☒ Sales Comparison ☐ Income

Reconciled Value Estimates (Total Tract or larger Parcel(s)):

Land: **$74,000**

Improvements: **$0**

Total: **$74,000**

Section (D) Acquisitions:

(1) Proposed Land Acquisition Areas (As taken from the appraisal report):

[a]	Fee Simple:	**3**	Acre(s)
[b]	Permanent Drainage Easement:	**0**	Acre(s)
[c]	Slope Easement:	**0**	Acre(s)
[d]	Air Rights:	**0**	Acre(s)
[e]	Temporary Construction Easement:	**0**	Acre(s)
[f]		**0**	Acre(s)

(2) Proposed Improvement Acquisition(s): Improvement Number & Structure Type

1- **Vacant**	2-
3-	4-
5-	6-
7-	8-
9-	10-
11-	12-
13-	14-
15-	16-
17-	18-
19-	20-

Section (E) Damages/Special Benefits:

The entire 0.489 acre subject is being acquired and there is no remainer.

Section (F) Valuation Approaches Processed and Reconciled "After-Value" Estimates

Approaches Utilized: ☐ Cost ☒ Sales Comparison ☐ Income

Reconciled Value Estimates (Total Tract or larger Parcel(s)):

Land: **$74,000**

Improvements:

Total: **$74,000**

Comments:

Section (G) Review Comments

"Before" & "After" Valuation (Include Comments For "NO" Responses To Questions 1 - 7 & "YES" Response To Question 8)

(1) Are the conclusions of highest and best use (before & after) reasonable and adequately supported?
Yes. Considering all uses, the discussion of surrounding uses and current uses along with zoning and government requlations adquately decribes the highest and best use.

(2) Are the valuation methodologies (before & after) appropriate?
Yes. The appraiser considered all approaches and discussed the reasons for use or not processing the approaches in to a value indication. The use and processing of each applicable approach is appropriate.

(3) Are the data employed relevant & adequate to the (before & after) appraisal problems?
Yes. The appraiser used a select search area for sales using properties with similar highest and best uses. The search area was selected for most of Kingsport and the time perameters were expanded to find similar properties. Listings were considered to reflect higher values. Minor typographical errors were made.

(4) Are the valuation techniques (before & after) appropriate and properly applied?
Yes. The appraiser has described differences in comparisions of the sales to the subject to properly indicate a range in value. The judgement of the appraiser for these adjustments are reasonably explained.

(5) Are the analyses, opinions, and conclusions (before & after) appropriate and reasonable?
Yes. The conclusions are with in the value range developed by the appropriate techniques. There is no remainder.

(6) Is the report sufficiently complete to allow proper review, and is the scope of the appraisal assignment broad enough to allow the appraiser to fully consider the property and proposed acquisitions?

Yes. The report well documents the property and the consideration of any and all uses plus the wide search for comparable sales allows for credible report.

(7) Is the appraisal report under review generally compliant with *USPAP*, the *Uniform Act*, and TDOT's *Guidelines for Appraisers*?
Yes

(8) Do the general and special "Contingent and Limiting Conditions" outlined in the appraisal report limit the valuation to the extent that the report cannot be relied on for the stated use?
No. Mr. Brownell has made an extraordinary assumption regarding the soil condition of the subject to be similar to sale 1. This appears to be a typical condition for downtown Kingsport properties and is an appropriate assumption. The KATS Transit Center Environmental Analysis Determination Report concludes that "a soil management work plans will be needed." and "will be remediated" during the development of the site.

Appraisal Report Conclusions -- Amounts Due Owner

(a)	Fee Simple:	**$74,000**
(b)	Permanent Drainage Easement:	**$0**
(c)	Slope Easement:	**$0**
(d)	Air Rights:	**$0**
(e)	Temporary Construction Easement:	**$0**
(f)		**$0**
(g)	Improvements:	**$0**
(h)	Compensable Damages:	**$0**
(i)	Special Benefits:	**$0**
(j)	Total Amount Due Owner By Appraisal:	**$74,000 (R)**

[X] I **DO** Recommend Approval Of This Report

[ ] I **DO NOT** Recommend Approval Of This Report

Comments:

Mr. Brownell's data collection and analysis of the data is handled in a professional manner. He has made comments regarding the age of the data and current listings. . His discussion of the neighborhood leads the reader to the value indication used. The report has exhibits and photos that also assist with the analysis.The review is revised to reflect changes in verification of the sales.

J. Kip Miller, SRA
Appraisal Review Consultant(s)

CG-368
State License/Certification No(s):

[X] Consultant [ ] Staff

Date: **April 27, 2016**

Additional Comments:

Mr. Brownell has complied with the Uniform Act by contacting Elaine Bodenweiser, the owner's representive by phone to provide opportunity to accompany the appraiser on the inspection of the subject. Ms. Elaine Bodenweiser Chief Financial Officer Kingsport Chamber of Commerce declined. Mr. Brownell's extraordianry assumption regarding the soils report is considered reasonable.

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I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

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Appraisal Review Consultant(s)

[X] Consultant [ ] Staff

Date: **April 27, 2016**

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Underlines added for emphasis

CERTIFICATION

I certify that, to the best of my knowledge and belief . . . . .

- the statement of fact contained in the review report are true and correct;
- the reported analyses, opinions, and conclusions in the review report are limited only by the assumptions and limiting conditions stated in this review report, and are the reviewer's personal, unbiased professional analyses, opinions and conclusions;
- the reviewing appraiser has no present or prospective interest in the property that is the subject of this review report and no personal interest or bias with respect to the parties involved;
- I have not provided any appraisal or real estate services within the three year period immediately preceding acceptance of the assignment, as an appraiser or in another capacity.
- I have no bias with respect to the property that is the subject of the work under review or to the parties involved with this assignment.
- the engagement in this assignment was not contingent upon developing or reporting predetermined results.
- the compensation received by the review appraiser for the review is not contingent on the analyses, opinions, or conclusions reached or reported;
- the compensation for completing this assignment is not contingent upon the development or reporting of predetermined assignment results or assignment results that favors the cause of the client, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal review
- the appraisal review was made and the review report prepared in conformity with the Uniform Standards of Professional Appraisal Practice.
- the reviewer has made a personal exterior inspection of the property that was the subject of the appraisal report reviewed; has made a personal exterior inspection the market comparables cited in the appraisal report under review; has not verified the factual data presented in the appraisal report reviewed;
- no one provided significant professional assistance to the review appraiser.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- as of the date of this report, I (J. Kip Miller, SRA) have completed the continuing education program of the Appraisal Institute.

J. Kip Miller, SRA
Tennessee Certified General Appraiser #CG-368

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Amend the Agreement with Barge Waggoner Sumner and Cannon for Design Services Related to Centennial Park to Include Construction Administration Services

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

Action Form No.: AF-285-2016
Work Session: October 31, 2016
First Reading: N/A

Final Adoption: November 1, 2016
Staff Work By: D. Mason
Presentation By: C. McCartt

Recommendation:
Approve the Resolution.

Executive Summary:
On August 17, 2015 the BMA authorized an agreement with Barge Waggoner Sumner Cannon (BWSC) for design services related to Centennial Park.

This Resolution will authorize the Mayor to sign all necessary documents to amend the current agreement with BWSC to include construction administration services for the Centennial Park project as detailed in their proposal dated October 21, 2016 included in the attached supplemental information.

The cost of this Amendment for Additional services will be $77,315. Funding for this Amendment will come from project GP1627.

Attachments:
1. Resolution
2. Proposal Letter

Funding source appropriate and funds are available: _____

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

RESOLUTION NO. _____

A RESOLUTION APPROVING THE AMENDMENT WITH BARGE WAGGONER SUMNER & CANNON, INC. FOR DESIGN SERVICES FOR CENTENNIAL PARK INCLUDING SPECIALIZED FOUNTAIN DESIGN AND CONSULTATION SERVICES; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT TO THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT; AND AUTHORIZING THE MAYOR TO MAKE CERTAIN CHANGES TO THE AMENDMENT, AS NEEDED

WHEREAS, a new park facility to be known as Centennial Park will be located at the corner of East Main and Cherokee Streets; and

WHEREAS, in August, 2015, the board approved an agreement with Barge Waggoner Sumner & Cannon, Inc. for design services and bid package for the project; and

WHEREAS, in November, 2015, the board approved an amendment to the agreement for specialized fountain design and consultation for the project; and

WHEREAS, the city has a need for additional design services for modifications to the parking lot, bidding services, and construction administration for the project and Barge Waggoner Sumner & Cannon has proposed to provide those services; and

WHEREAS, the cost to provide additional design services for modifications to the parking lot, bidding services, and construction administration for the project is not to exceed $77,315.00, bringing the total not to exceed amount of the agreement with Barge Waggoner Sumner & Cannon to $292,020.00; and

WHEREAS, funds for the amendment are available in project account GP1627;

Now therefore,

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

SECTION I. That an amendment to the agreement with Barge Waggoner Sumner & Cannon, Inc. in an amount not to exceed $77,315.00 for additional design services for modifications to the parking lot, bidding services, and construction administration for the Centennial Park project 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, Chapter 10 of the Charter of the City of Kingsport, an amendment to the agreement with Barge Waggoner Sumner & Cannon, Inc. for additional design services for modifications to the parking lot, bidding services, and construction administration for the project, 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 amendment being as follows:

AMENDMENT TO AGREEMENT

Amendment to Agreement dated the 27th day of August 2015 between Barge Waggoner Sumner & Cannon, Inc. and the City of Kingsport for Design Services and Bid Documents for the Centennial Park Project.

Article I Scope of Services and Schedule
1.2 Add additional design services for modifications to the parking lot, bidding services, and construction administration as per attached proposal dated October 21, 2016.

Article IV Compensation
4.1 Add Seventy-Seven Thousand, Three Hundred Fifteen Dollars and Zero Cents ($77,315.00) and change the amount not to exceed to Two Hundred Ninety-Two Thousand Twenty Dollars and Zero Cents ($292,020.00) as per attached proposals.
[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 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 1st day of November, 2016.

_____
JOHN CLARK, MAYOR

ATTEST:

_____
JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

_____
J. MICHAEL BILLINGSLEY, CITY ATTORNEY

BWSC | BARGE WAGGONER SUMNER & CANNON, INC.

October 21, 2016
36030-01

Mr. Chris McCartt
City of Kingsport
225 West Center Street
Kingsport, Tennessee 37660

RE: Centennial Park Design and Construction Services
PO# S00431
Additional Services 02 – Additional Design, Bidding & CA Services

Dear Mr. McCartt:

Barge Waggoner Sumner & Cannon, Inc. (BWSC) is requesting additional services for the above referenced project for additional design services, bidding and construction administration services. The proposed scope of work for bidding and CA is detailed in Appendix A of the original contract agreement. The requested additional design services include redesign of the adjacent parking lot. The drawing revisions included modifications to the site layout, grading, drainage, erosion control, electrical site plan and landscape plan. The lump sum fees for the tasks listed are as follows.

Additional Design Services - $7,150
Bidding Services - $6,080
Construction Administration Services - $64,085
Total - $77,315

BWSC will also provide a property description and exhibit for the establishment of a construction easement over the adjacent parking lot, and a re-subdivision plat of Tract 1. This subdivision will establish a new property line between the park and train platform, and include new utility easements per the design. These services will be provided at no cost to the City as a contribution to the Centennial Project.

If you have any questions regarding this request for additional services, please advise me immediately by calling (423) 247-5525.

Sincerely,

Jennifer Salyer
Project Manager

Copy to: Nelson Elam
David Mason

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Apply and Receive the Assistance to Firefighters (AFG) Grant

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

Action Form No.: AF-286-2016
Work Session: October 31, 2016
First Reading: N/A

Final Adoption: November 1, 2016
Staff Work By: Scott Boyd, Ali Shaffer
Presentation By: AC Boyd, Chief Dye

Recommendation:
Approve the Resolution.

Executive Summary:
The Kingsport Fire Department (KFD) is eligible to apply for a FEMA for Assistance to Firefighters Grant (AFG) through the U.S. Fire Administration of the Federal Emergency Management Administration (FEMA) Division of the Department of Homeland Security (DHS). This program is designed to meet the firefighting and emergency response needs of fire departments and nonaffiliated emergency medical services organizations. The Grant Programs directorate of the Federal Emergency Management Agency administers the grants in cooperation with the U.S. Fire Administration.

The grant will be fore 11 diesel exhaust removal systems to replace the outdated systems with an upgrade in technology at a cost of $104,500. This shall be accomplished with a combination of a grant and funds from project accounts GP1536 and GP1210 for equipment. The grant will be for $104,500 with ten percent (10%) of the matching funds of $10,450.

This system was identified within the Kingsport Fire Department Facilities Study for replacement. This replacement was recommended for the first year of the facility study. The number of units that need replacement and cost of the replacement are addressed in the study.

Attachments:
1. Resolution

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 AN ASSISTANCE TO FIREFIGHTERS GRANT FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY

WHEREAS, the city, through the fire department, would like to apply for and receive a firefighters grant through the Federal Emergency Management Agency; and

WHEREAS, the grant funds will be used to purchase eleven (11) diesel exhaust removal systems to replace the outdated systems and an upgrade in technology; and

WHEREAS, the grant award is $104,500.00 and requires a ten (10%) percent match which is $10,450.00, and which is available in GP1536 and GP1210;

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, all documents necessary and proper to apply for and receive a firefighters grant through the Federal Emergency Management Agency in the amount of $104,500.00 for the Kingsport Fire Department, which will require a ten (10%) percent match.

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 1st day of November, 2016.

_____
JOHN CLARK, MAYOR

ATTEST:

_____
JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

_____
J. MICHAEL BILLINGSLEY, CITY ATTORNEY

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Accepting a Donation, Resolution Ratifying the City Manager's Signature and Approving a Memorandum of Understanding with the Fred and June Childress Fund for the Kingsport Centennial Park

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

Action Form No.: AF-291-2016
Work Session: October 31, 2016
First Reading: N/A

Final Adoption: November 1, 2016
Staff Work By: Mike Billingsley
Presentation By: Mike Billingsley

Recommendation:
Approve the Resolution.

Executive Summary:
The Fred and June Childress Foundation would like to donate $150,000.00 for the Kingsport Centennial Park. The funds will be used to construct the interactive feature and pump house/restrooms for the new park.

The Kingsport Community Foundation requested the Memorandum be signed and the funds be released on October 26, 2016.

The Memorandum of Understanding sets out the terms and conditions of the donation.

Attachments:
1. Resolution w/ Memorandum of Understanding

	Y	N	O
Duncan			
George			
McIntire			
Mitchell			
Olterman			
Parham			
Clark			

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A DONATION FROM THE FRED AND JUNE CHILDRESS FOUNDATION; RATIFYING THE CITY MANAGER'S SIGNATURE; APPROVING A MEMORANDUM OF UNDERSTANDING AND AUTHORIZING THE MAYOR TO EXECUTE THE MEMORANDUM OF UNDERSTANDING AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE MEMORANDUM OF UNDERSTANDING

WHEREAS, the Fred and June Childress Foundation would like to donate $150,000.00 to the Kingsport Community Foundation which will be used for the Kingsport Centennial Park; and

WHEREAS, the funds will be used to construct the interactive feature and pump house/restrooms for the new park; and

WHEREAS, the Kingsport Community Foundation requested the Memorandum be signed and the funds be released on October 26, 2016; and

WHEREAS, the terms and conditions of the donation are set out below in the Memorandum of Understanding.

Now therefore,

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

SECTION I. That the donation from the Fred and June Childress Foundation of $150,000.00, for the construction of the interactive feature and pump house/restrooms for the Kingsport Centennial Park is accepted.

SECTION II. That a Memorandum of Understanding with the Fred and June Childress Foundation setting out the terms of the donation as executed by Jeff Fleming, City Manager, on October 26, 2016 is ratified and approved, said Memorandum being as follows:

THE FRED AND JUNE CHILDRESS FOUNDATION TRANSFER OF ASSETS MEMORANDUM
OF UNDERSTANDING
THE
FRED AND JUNE CHILDRESS FOUNTAIN
KINGSPORT CENTENNIAL PARK

1. TRANSFER OF ASSETS.
The Fred and June Childress Foundation shall transfer One Hundred Fifty Thousand Dollars, ($150,000.00), "the Fund", to Kingsport Community Foundation, "the KCP, for the benefit of the City of Kingsport to construct the Kingsport Centennial Park for the representations as stated below.

2. PURPOSE OF THE FUND.
The purpose of the Fund is to provide awareness to various community outreach programs served by the Fred and June Childress Foundation in the form of educational scholarships, food for the hungry and meeting the needs of the community through various designated faith based institutions. Such community awareness shall be in the form of the exclusive naming of the center piece water fountain feature in the new Kingsport Centennial Park, "the Water Fountain", after Fred and June Childress.

3. COMMUNITY AWARENESS OF THE FUND.

The Fred and June Childress Foundation through its representative shall have final approval on the naming of the Water Fountain, including form, appearance and location of the plaque, engraving and or other designation of the Fund for the stated purpose above. The Fred and June Childress Foundation shall be guaranteed to have the phrase "The Fred and June Childress Fountain" located on or near the Water Fountain as part of the stated awareness of the Fund.

4. USE OF FUNDS.

The Fund shall be used to construct the interactive water feature and pump house/restrooms at the new Kingsport Centennial Park, Kingsport, TN.

5. CONTINGENCIES OF THE FUND.

If the Kingsport Centennial Park is not constructed within 18 months of the date of this Memorandum of Understanding, then the KCF shall return the complete Fund to the Fred and June Childress Foundation on such date or earlier if the current location of the Kingsport Centennial Park is modified to a different location or said project is terminated.

6. DONOR CONTACT.

Faye Starnes
2669 Timbers Edge Trace
Kingsport, TN 37660

7. EXPENDITURES.

To the extent permitted by state law. The KCF shall be responsible for all administration expenses of the Fund including but not limited to general administration, tax preparation, attorney fees, and financial consulting fees. The City of Kingsport shall be responsible for all maintenance and repairs of the Water Fountain as long as the site remains a city park. The Fred and June Childress Foundation shall have no further financial obligation beyond delivering the Fund to the KCF. All future maintenance, insurance, repairs, updating and any expenditure to the Water Fountain shall be to the exclusion of the Fred and June Childress Foundation, but shall be the sole responsibility of the City of Kingsport.

The City of Kingsport, its successors and assigns, shall indemnify, defend, and hold harmless the Fred and June Childress Foundation from and against any and all liabilities, losses, claims, demands, damages, costs and expenses of every nature and kind (including reasonable attorney's fees and reasonable fees of other professionals) that arise directly or indirectly from the City of Kingsport's, its successors and assigns, purchase, ownership and possession of the Kingsport Centennial Park and the Water Fountain including but not limited to any and all liabilities, losses, claims, demands, 'damages, costs and expenses of every nature and kind (including reasonable attorney's fees and reasonable fees of other professionals) associated with private and public use of the Kingsport Centennial Park and/or the Water Fountain.

In consideration of the mutual promises as set forth above, THIS AGREEMENT is signed by the parties as of this 26th date of October, 2016
[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

ADOPTED this the 1st day of November, 2016.

_____
JOHN CLARK, MAYOR

ATTEST:

_____

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

_____

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Reappointments to the Kingsport Higher Education Commission

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

Action Form No.: AF-287-2016
Work Session: October 31, 2016
First Reading: N/A

Final Adoption: November 1, 2016
Staff Work By: R. McBryar
Presentation By: Mayor Clark

Recommendation:
Approve reappointments.

Executive Summary:
Currently, John Williams, Parker Smith and Keith Wilson serve as Community Directors on the Kingsport Higher Education Commission and if approved by the Board of Mayor and Aldermen they will be reappointed to a second four-year term effective immediately and set to expire November 30, 2020.

Attachments:
None

	Y	N	O
Duncan			
George			
McIntire			
Mitchell			
Olterman			
Parham			
Clark			

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Approval of Easements and Rights-of-Way

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

Action Form No.: AF-279-2016
Work Session: October 31, 2016
First Reading: N/A

Final Adoption: November 1, 2016
Staff Work By: R. Trent; H. Clabaugh
Presentation By: R. McReynolds

Recommendation:
Approve the offers.

Executive Summary:
In order to continue extending sanitary sewer services in the Colonial Heights area, the Public Works Department has requested rights-of-way and easements across affected properties for Phase 5 of the Colonial Heights Sanitary Sewer Extension Project. Appraisals have been prepared in accordance with the City of Kingsport's Real Property Acquisition Policies & Procedures and indicate the fair market values as per the attached property owners.

This project will be funded under #SW1512.

Attachment:
1. Colonial Heights Sanitary Sewer Project – Phase 5 Offers
2. Project Location Map

Funding source appropriate and funds are available: _____

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

Colonial Heights Sewer Project – Phase 5 Offers

Tax Map & Parcel	Property Owner/s	Easement Area	Appraised Value
#106B; G-019.00	Charles & Renee Greene 248 Rollin Hills Road Private Drive Blountville, TN 37617	Perm. 1,721 sq. ft. Temp. 2,224 sq. ft.	$716.00 $694.00
#106B; G-020.00	James & Beverly Thetford 460 Oakmont Drive Kingsport, TN 37663	Perm. 1,709 sq. ft. Temp. 2,279 sq. ft.	$820.00 $821.00
#106B; G-021.00	Gary & Sherry Frasier 464 Oakmont Drive Kingsport, TN 37663	Perm. 2,422 sq. ft. Temp. 3,170 sq. ft.	$1,134.00 $1,113.00
#106B; H-011.00	David Holden 314 Westminister Place Kingsport, TN 37663	Temp. 177 sq. ft.	$71.00
#106B; H-012.00	Todd & Carrie Carpenter 318 Westminister Place Kingsport, TN 37663	Perm. 4,712 sq. ft. Temp. 7,766 sq. ft.	$1,489.00 $1,841.00
#106B; G-007.00	Eric & Lesia Queen 108 Deerwood Lane Kingsport, TN 37663	Perm. 2,266 sq. ft. Temp. 4,547 sq. ft.	$771.00 $1,160.00
#106B; G-007.10	Charles & Jean Sexton, Trustees 109 Deerwood Lane Kingsport, TN 37663	Perm. 6,395 sq. ft. Temp. 6,679 sq. ft.	$2,021.00 $1,583.00
#106B; H-013.00	Melissa & Kris Martinez 315 Westminister Place Kingsport, TN 37663	Perm. 1,643 sq. ft. Temp. 3,126 sq. ft.	$507.00 $723.00
#106B; H-015.00	Heinrich J. Reyes Laura Ann Pittman 365 Chesterfield Drive Kingsport, TN 37663	Perm. 136 sq. ft. Temp. 1,746 sq. ft.	$51.00 $487.00
#106B; H-016.00	Todd & Monica Brase 376 Chesterfield Drive Kingsport, TN 37663	Temp. 112 sq. ft.	$37.00
#106B; H-017.00	Gail Hollandsworth 384 Chesterfield Drive Kingsport, TN 37663	Perm. 1,362 sq. ft. Temp. 1,816 sq. ft.	$518.00 $518.00

#106B; G-008.00	Alan & Martha Henderson 101 Deerwood Lane Kingsport, TN 37663	Perm. 392 sq. ft. Temp. 522 sq. ft.	$109.00 $108.00
#106B; G-013.00	Norman & Barbara Tunnell, Trustees 204 Deer Ridge Court Kingsport, TN 37663	Perm. 2,081 sq. ft. Temp. 2,581 sq. ft.	$808.00 $752.00
#106B; G-014.00	Norman & Barbara Tunnell, Trustees 204 Deer Ridge Court Kingsport, TN 37663	Perm. 4,053 sq. ft. Temp. 3,920 sq. ft.	$1,978.00 $1,435.00
#106B; G-015.00	Robert & Nancy Miller, Trustees 201 Deer Ridge Court Kingsport, TN 37663	Perm. 1,619 sq. ft. Temp. 3,502 sq. ft.	$570.00 $925.00
#106B; G-018.00	Gregory & Kimberly Wellman 452 Oakmont Drive Kingsport, TN 37663	Perm. 2,209 sq. ft. Temp. 1,494 sq. ft.	$1,035.00 $525.00

PROPOSED SANITARY SEWER FACILITIES
COLONIAL HEIGHTS PHASE V

FIGURE 1 - LOCATION MAP

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Approval of Easement and Right-of-Way

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

Action Form No.: AF-280-2016
Work Session: October 31, 2016
First Reading: N/A

Final Adoption: November 1, 2016
Staff Work By: R. Trent; D. Mason
Presentation By: C. McCartt

Recommendation:
Approve the offer.

Executive Summary:
In order to proceed with the construction of Centennial Park, it will be necessary to obtain a temporary construction easement to provide access through the affected property during the construction of the park. The Centennial Park site is bounded on three sides by public streets and the railroad. The parking lot on the adjacent property will serve as a staging area for construction which will adversely impact the property owner's use of the parking lot. An appraisal has been prepared in accordance with the City of Kingsport's Real Property Acquisition Policies & Procedures and indicates the fair market value as per the below property owner. This offer is subject to approval of funding.

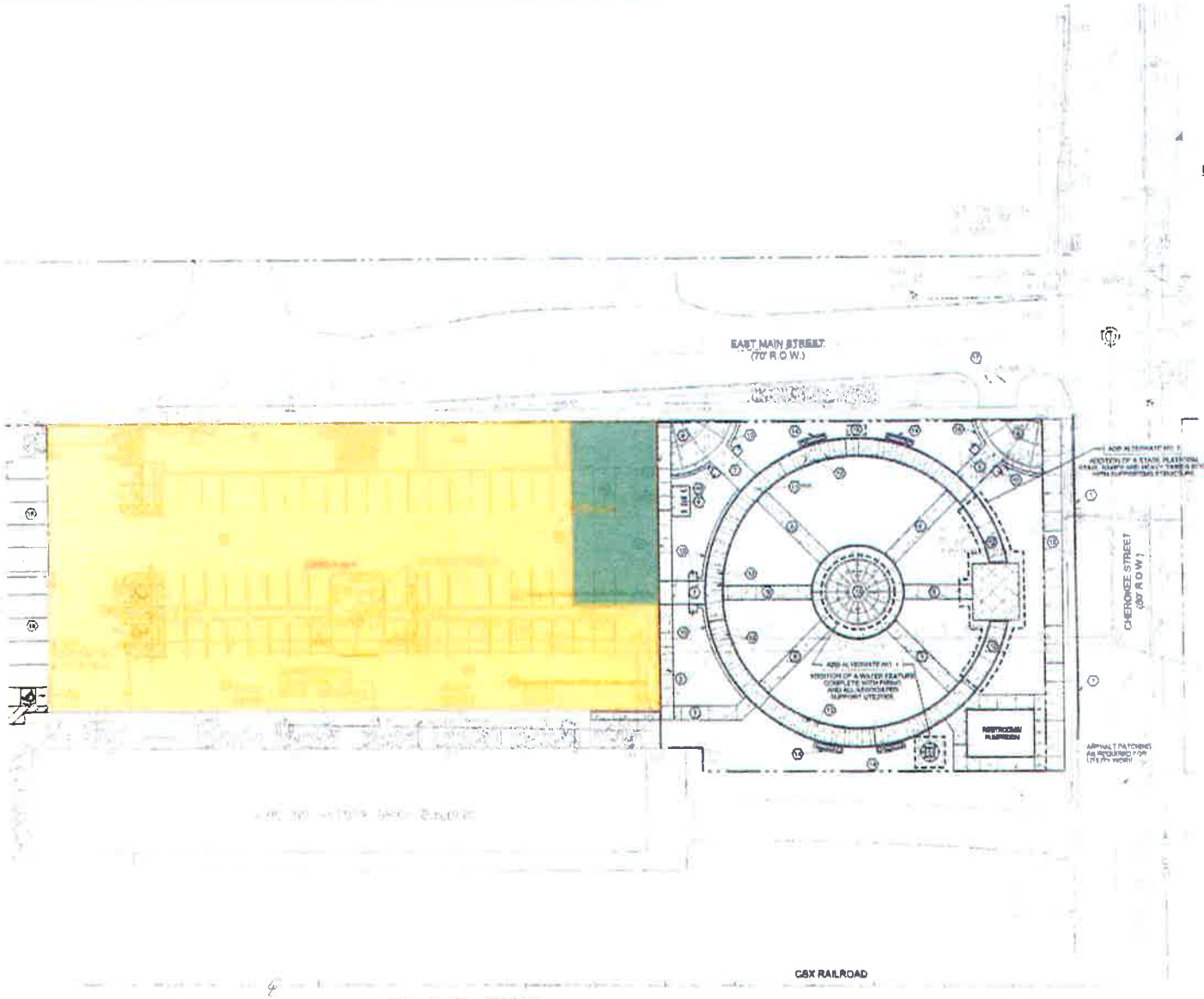
This project will be funded under #GP1627.

Tax Map & Parcel	Property Owner	Easement Area	Appraised Value
#046P; F-002.00	Christopher & Dawn Bowen 151 E. Main Street Kingsport, Tennessee 37660	Temp. 32,583.4 sq. ft.	$31,000.00

Attachment:
1. Location Map

Funding source appropriate and funds are available: _____

	Y	N	O
Duncan			
George			
McIntire			
Mitchell			
Olterman			
Parham			
Clark			



LEGEND:

- ASPHALT PAVEMENT TO BE RESURFACED AND RESTRIPED
- CONCRETE SIDEWALK
- 6" EXTRUDED CURB

GENERAL NOTES:

1. SEE "SUMMARY OF WORK" SPECIFICATION FOR INFORMATION PERTAINING TO THE ADD ALTERNATES.
2. SEE SHEET C1.01 FOR SITE LAYOUT INFORMATION.
3. SEE SHEETS WP4-1 THROUGH WP4-8 FOR WATER FEATURE DETAILS
4. SEE ARCHITECTURAL AND STRUCTURAL PLANS FOR COVERED STAGE DETAILS
5. SEE LANDSCAPING PLANS FOR SEEDING, SODDING AND PLANTING DETAILS
6. SEE IRRIGATION PLANS FOR IRRIGATION LAYOUT AND DETAILS

SITE KEYED NOTES:

1. 6" EXTRUDED CONCRETE CURB (SHEET C7.01 DETAIL 2)
2. INTERNAL CURB & DETENTION (SHEET C7.01 DETAIL 2)
3. LIGHT DUTY ASPHALT (SHEET C7.01 DETAIL 1)
4. ACCESSIBLE PARKING (SHEET C7.01 DETAIL 1)
5. 6" CONCRETE SIDEWALK (SHEET C7.01 DETAIL 4)
6. CONCRETE PARALLEL CURB RAMP (SHEET C7.03 DETAIL 4)
7. 15" CONCRETE SIDEWALK (SHEET C7.01 DETAIL 4)
8. SEE FACE PAVILION (SHEET C7.12 DETAIL 1)
9. CONCRETE DETAIL PLANS (SHEET C7.11 DETAIL 4)
10. BRICK SEAT WALL AND BRICK PIERS (SEE SHEET C7.21)
11. DECADE MEDALLIONS (SEE SHEET C7.12, DETAIL 5)
12. CONCRETE SIDEWALK WITH OUTER BRICK BANDING AND ENGRAVED GRANITE BANDING SEE SHEET C1.31
13. INTERACTIVE WATER FEATURE (SHEETS WP4-1 THRU WP4-8)
14. 36 INCH PAD (SHEET C7.12, DETAIL 2)
15. 6' CONCRETE SIDEWALK (SHEET C7.01, DETAIL 4)
16. FUTURE ART EXHIBIT (BY OTHERS)
17. PIPE BOLLARD (SHEET C7.01 DETAIL 10)
18. EXISTING PARKING AREA TO BE SEALED AND RESTRIPED

811 Know what's below. Call before you dig. 811

BWSC
BARGE WAGGONER SUMMER & CANNON, INC.
Four Sheffield Square, Suite 100, Kingsport, Tennessee 37660
Phone: (423) 247-5400 Fax: (423) 247-5403

OVERALL SITE PLAN

CITY OF KINGSPORT
CENTENNIAL PARK
KINGSPORT, TENNESSEE

C1.01

FILE NO 38030-01

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KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Approval of Easements and Rights-of-Way

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

Action Form No.: AF-283-2016
Work Session: October 31, 2016
First Reading: N/A

Final Adoption: November 1, 2016
Staff Work By: R. Trent; J. Grieb
Presentation By: R. McReynolds

Recommendation:
Approve the offers.

Executive Summary:
In order to make road improvements to Enterprise Place, the Public Works Department has requested rights-of-way and easements across affected properties for the Enterprise Place Improvement Project. Appraisals have been prepared in accordance with the City of Kingsport's Real Property Acquisition Policies & Procedures and indicate the fair market values as per the below property owners.

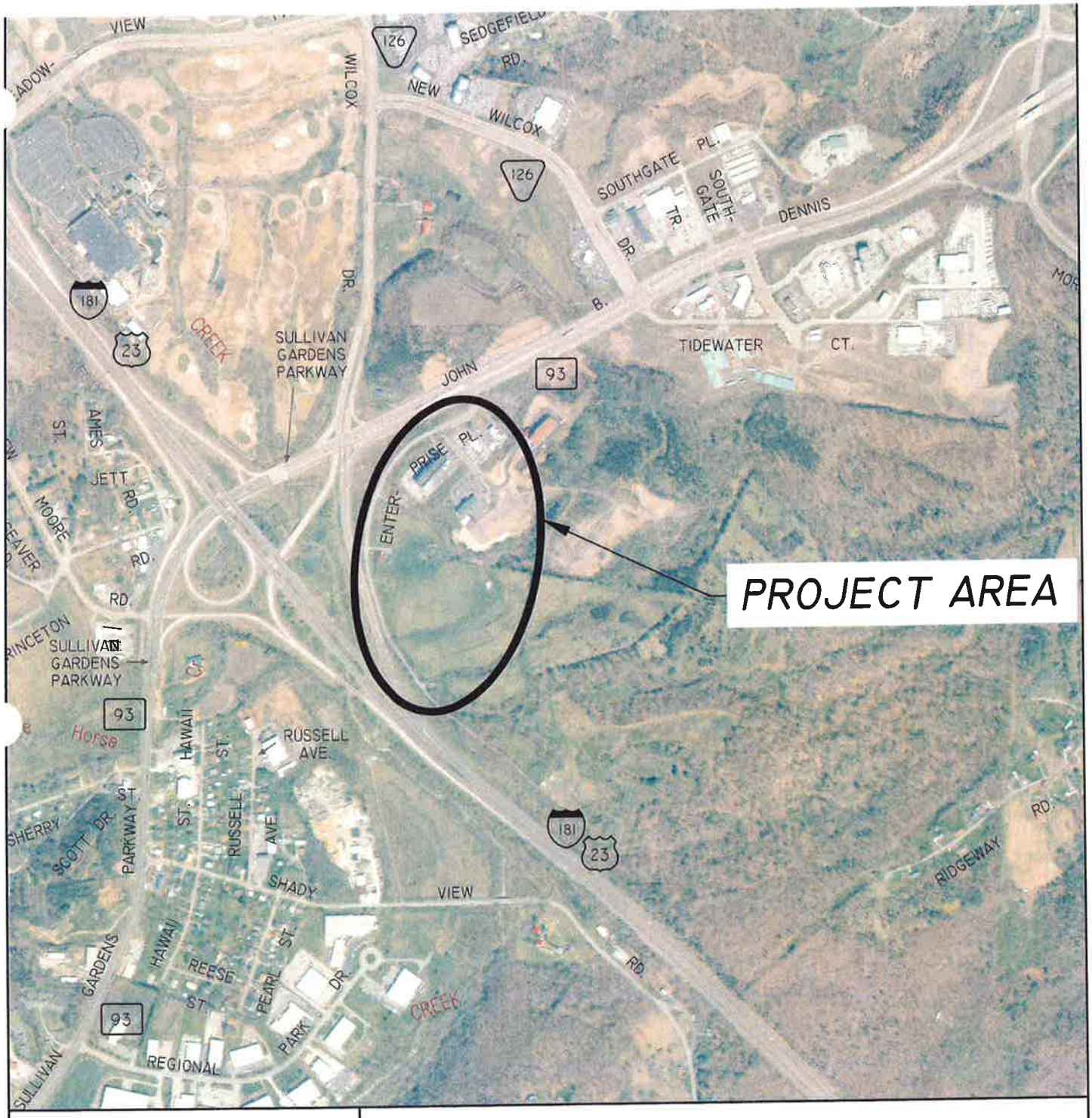
This project will be funded under #GP1611.

Tax Map & Parcel	Property Owner	Easement Area	Appraised Value
#076; 002.00	John Earl Childress, Jr., etal 1328 Linville Street Kingsport, Tennessee 37660	Temp. 1,796 sq. ft.	$54.00
#076; 003.00	Robert W. Monday 902 Kermit Drive Knoxville, Tennessee 37912	Temp. 21,001 sq. ft. ROW 141 sq. ft.	$1,933.00 $43.00

Attachment:
1. Location Map

Funding source appropriate and funds are available: _____

	Y	N	O
Duncan			
George			
McIntire			
Mitchell			
Olterman			
Parham			
Clark			



ALL BEARINGS KGRN
(KINGSPORT GEODETIC
REFERENCE NETWORK)

N
W E
S

FIGURE 1 - MAP LOCATION
ENTERPRISE PLACE
ROADWAY IMPROVEMENTS

CITY OF KINGSPORT, TENNESSEE

NO SCALE

23 SEPTEMBER 2016

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Annual Renewal of Public Library Maintenance of Effort Agreement with the Tennessee State Library and Archives

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

Action Form No.: AF-281-2016
Work Session: October 31, 2016
First Reading: N/A

Final Adoption: November 1, 2016
Staff Work By: Helen Whittaker
Presentation By: Morris Baker

Recommendation:
Approve the Resolution.

Executive Summary:
This is an annual agreement which makes the library eligible to receive training, technical support and funds for books from the State Library through the Holston River Regional Library.

Attachments:
1. Resolution
2. 2016-2017 Public Library Maintenance of Effort Agreement

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 THE ANNUAL RENEWAL OF THE PUBLIC LIBRARY MAINTENANCE OF EFFORT AGREEMENT WITH THE TENNESSEE STATE LIBRARY AND ARCHIVES TO RECEIVE FUNDING FOR BOOKS AND TRAINING AND FOR SERVICES THROUGH THE HOLSTON RIVER REGIONAL LIBRARY SYSTEM

WHEREAS, the Maintenance of Effort Agreement is an annual agreement that allows the library to be eligible to receive training, technical support, access to state grants, 50,000 state-funded downloadable ebooks/eaudio, 69 state-funded online databases, state-wide courier book deliveries to/from other libraries in the state, and funds for library materials from the State Library through the Holston River Regional Library (a multi-county regional system); and

WHEREAS, the state assistance from this agreement equals $103,000.00.

Now therefore,

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

SECTION I. That a Maintenance of Effort Agreement with Tennessee State Library and Archives 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 Maintenance of Effort Agreement with Tennessee State Library and Archives and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or 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 agreement 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 1st day of November, 2016.

_____
JOHN CLARK, MAYOR

ATTEST:

_____
JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

_____

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

2016-2017 PUBLIC LIBRARY MAINTENANCE OF EFFORT AGREEMENT
Office of the Secretary of State
Tennessee State Library and Archives

e to the Holston River Regional Office by October 31st

Region: Holston River **County(ies): Sullivan** **Library/Library System: Sullivan County-Kingsport**

The Office of the Secretary of State, Tennessee State Library and Archives, Regional Office is hereby notified that public funds were appropriated and expended for library services in the fiscal year just completed. This amount will be matched or exceeded during the current fiscal year. In addition, the total number of library operating hours will be maintained, per the *Public Library Service Agreement*. The undersigned acknowledge that failure to meet MOE (Maintenance of Effort) may result in the loss of all regional services, including materials currently held at the local library(ies) paid for with State and Federal funds.

Public funds appropriated and expended for operation of local libraries. Do not include capital or one-time appropriations or expenditures, or pass-through money appropriated by another County or City.

A. Appropriated and Expended by the County(ies):

County(ies)	Appropriated FY 2014-15	Expended FY 2014-15	Appropriated FY 2015-16	Expended FY 2015-16	Appropriated FY 2016-17
Sullivan	$0.00	$0.00	$0.00	$0.00	$0.00
TOTAL	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**

B. Appropriated and Expended by the Citiy(ies):

City(ies)	Appropriated FY 2014-15	Expended FY 2014-15	Appropriated FY 2015-16	Expended FY 2015-16	Appropriated FY 2016-17
ıgsport	$1,278,200.00	$1,207,415.00	$1,278,275.00	$1,232,873.00	$1,273,200.00
TOTAL	**$1,278,200.00**	**$1,207,415.00**	**$1,278,275.00**	**$1,232,873.00**	**$1,273,200.00**

C. Totals:

	Appropriated FY 2014-15	Expended FY 2014-15	Appropriated FY 2015-16	Expended FY 2015-16	Appropriated FY 2016-17
TOTAL	**$1,278,200.00**	**$1,207,415.00**	**$1,278,275.00**	**$1,232,873.00**	**$1,273,200.00**

2016-2017 PUBLIC LIBRARY MAINTENANCE OF EFFORT AGREEMENT
Office of the Secretary of State
Tennessee State Library and Archives

D. Number of library operating hours in a normal week:

Name of Library Building	Main or Branch Library	Number of Hours per Week FY 2014-15	Number of Hours per Week FY 2015-16	Number of Hours per Week FY 2016-17	Comments
Kingsport Public Library	Main	61	61	61	
Total		**61**	**61**	**61**	

E. Official Signatures:

_____ _____

John Clark, Kingsport Mayor **Date** **John DeMuth, Library Board Chair** **Date**

For State Library Use Only

viewed by:

Signature _____ Date _____

Nancy Roark, Holston River Regional Library Director

Additional notes:

Approved by:

Signature _____ Date _____

Charles A. Sherrill, State Librarian and Archivist

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Approving an Amendment to a Materials Agreement with Gregory DePriest

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

Action Form No.: AF-278-2016
Work Session: October 31, 2016
First Reading: N/A

Final Adoption: November 1, 2016
Staff Work By: Mike Billingsley
Presentation By: Jeff Fleming

Recommendation:
Approve the Resolution.

Executive Summary:
In May, 2015, the board approved a materials agreement for the Christ Fellowship Church subdivision. The agreement was made in the name of Gregory DePriest, instead of Christ Fellowship Church, Inc., the developer of the subdivision. The work was performed and in September, 2016, and pursuant to the materials agreement the board approved reimbursement in the amount of $37,179.35 for the Christ Fellowship Church development. As it turns out, Mr. DePriest thought he was signing the agreement in a representative capacity for Christ Fellowship Church, Inc. He has advised the city that the proper party to the materials agreement should have been Christ Fellowship Church, Inc. Accordingly the agreement needs to be amended to substitute Christ Fellowship Church, Inc. as a party to the agreement in lieu of Mr. DePriest.

The attached resolution approves an amendment to the materials agreement so that Christ Fellowship Church, Inc. is the party to the agreement instead of Mr. DePriest. In addition, the resolution approves the reimbursement of the materials agreement funds to Christ Fellowship Church Inc., in the amount of $37,179.35 and repeals resolution number 2017-038, which approved reimbursement to Mr. DePriest.

Attachments:
1. Resolution
2. Copy of Materials Agreement of May 7, 2015
3. Copy of Resolution No. 2017-038

Funding source appropriate and funds are available: _____

	Y	N	O
Duncan			
George			
McIntire			
Mitchell			
Olterman			
Parham			
Clark			

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AMENDMENT TO THE MATERIALS AGREEMENT DATED MAY 7, 2015, WITH GREGORY DEPRIEST; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT; REPEALING RESOLUTION NUMBER 2017-038; AND AUTHORIZING REIMBURSEMENT TO CHRIST FELLOWSHIP CHURCH, INC.

WHEREAS, in May, 2015, the board approved a materials agreement for the Christ Fellowship Church Subdivision in the name of Gregory DePriest; and

WHEREAS, the work was performed and the board approved the reimbursement in the amount of $37,179.35 for the development; and

WHEREAS, since that time the city has learned that Mr. DePriest signed the materials agreement in error and the proper party to the materials agreement is Christ Fellowship Church, Inc.; and

WHEREAS, the materials agreement needs to be amended to so that Christ Fellowship Church, Inc. is the party to the agreement instead of Mr. DePriest; and

WHEREAS, resolution number 2017-038, which approved reimbursement to Mr. DePriest should be repealed; and

WHEREAS, the reimbursement of the materials agreement funds should be paid to Christ Fellowship Church Inc. in the amount of $37,179.35.

Now therefore,

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

SECTION I. That an amendment to the materials agreement with Mr. Gregory DePriest for the Christ Fellowship Church development as set herein is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an amendment to the materials agreement with Mr. Gregory DePriest for the Christ Fellowship Church development and all other documents necessary and proper to effectuate the purpose of the agreement or this resolution, said amendment being generally as follows:

Amendment Number 1 to Materials Agreement

This Amendment Number 1 to the Materials Agreement with Gregory DePriest is made this the day of November, 2016, by the City of Kingsport, Tennessee, Gregory DePriest, and Christ Fellowship Church, Inc., a Tennessee corporation.

WITNESSETH:

WHEREAS the parties desire to amend the Materials Agreement entered into on the 7th day of May, 2016; and

WHEREAS, when the Materials Agreement was made Mr. DePriest intended to execute the agreement as the representative of Christ Fellowship Church, Inc. and not in his individual capacity; and

WHEREAS, the developer of the property is Christ Fellowship Church, Inc.; and

WHEREAS, Resolution No. 2015-184 approving the Materials Agreement recites that it was for the Christ Fellowship Church Development; and

WHEREAS, Christ Fellowship Church, Inc. executes this amendment through it authorized representative, Gregory DePriest as President.

NOW THEREFORE, based upon the mutual promises set out herein and other good and valuable consideration not necessary to set out herein the parties agree as follows:

The Materials Agreement between the City of Kingsport, Tennessee and Gregory DePriest entered into on the 7th day of May, 2016, in the amount of approximately $40,718.14 is amended by deleting the name Gregory DePriest as a party wherever it appears in the Materials Agreement and substituting in its place the name Christ Fellowship Church, Inc.

Except as amended hereby, all other terms and conditions of the Materials Agreement shall remain in full force and effect and the parties hereto confirm and ratify the Materials Agreement as hereby amended.

IN WITNESS WHEREOF, this Amendment Number 1 to Materials Agreement is executed as of the date first above written by authorized representatives of the parties.

[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 amendment, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

SECTION IV. That Resolution No. 2017-038 approved on September 6, 2016, is hereby repealed.

SECTION V. That reimbursement of Materials Agreement funds to Christ Fellowship Church, Inc. in the amount of $37,179.35 for the Christ Fellowship Church Development is approved subject only to execution of the amendment to the agreement approved herein.

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

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

ADOPTED this the 1st day of November, 2016.

_____
JOHN CLARK, MAYOR

ATTEST:

_____
JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

_____
J. MICHAEL BILLINGSLEY, CITY ATTORNEY

Ordinance 6490
AF: 146-2015
6-16-15

3806

MATERIALS AGREEMENT

This AGREEMENT, made and entered into on this 7th day of May, 2015, by and between Gregory DePriest, hereinafter "Developer", and the City of Kingsport, Tennessee, a municipal corporation, hereinafter "City".

WITNESSETH:

1. The Developer has subdivided a tract of land known as Christ Fellowship Church, and preliminary approval having been heretofore granted by the Planning Commission.

2. The plans for the proposed water and sewer line improvement of the subdivided property have been submitted to and approved by the City of Kingsport, City Engineer and will require 1476 LF of Waterline to construct and 1823 LF of Sewer line.

3 The estimated cost of the materials listed in paragraph 2 above is approximately $40,718.14. The Developer will purchase this material from the City for use for construction pursuant to this contract only.

4. The Developer will install the lines according to City's specifications, and will pay all costs for installation of all mains, valves, hydrants and other appurtenances, and will furnish the City "as built" drawings showing the cost lists of all pipe fittings, as well as their exact location.

5. The Developer, upon completion of the work and acceptance by the City, will tender to the City an instrument conveying unencumbered ownership of the lines and easement over and under the land where said lines are laid. Once this conveyance has been made and all the permits needed have been issued, all the inspections completed and passed, and all the payments have been made to the City by the Developer, the City will cause the said line to be connected to the main distribution line of the City.

6. The Developer will reimburse the City for any materials or engineering work required not covered by this agreement.

7. Prior to any reimbursement by the City to the Developer, the Developer will cause the property to be completely annexed into the corporate limits of the City.

8. The Developer will save the City harmless from any and all responsibility for laying any lines, etc., on or across any private premises not dedicated to public use.

9. The Developer will pay the City for the materials listed above and supplied by the City, and upon completion of the laying of water and sewer lines according to specification of and the plans approved by the City, and upon the Developer fully performing all the requirements contained in this agreement the City will reimburse the Developer for the amount paid to the City for the pipe purchased and used in the subdivision, less state and local sales tax.

10. The purpose of this agreement is to reimburse the Developer for 100% of cost of the water and sewer material, less state and local sales tax, with said materials being purchased from the City, and reimbursement for the cost of the materials being made to the Developer subject to the satisfactory completion of all terms of this agreement including complete annexation of the property into the corporate limits of the City.

11. It is understood that the Developer will do any and all ditching, laying of the pipelines, and any and all other work that may be necessary to meet the specifications of the City.

12. Any unused materials acquired by the Developer from the City will be returned to the City and the costs of such material, if returned undamaged, will be credited to the Developer.

IN TESTIMONY WHEREOF, the parties hereto have unto set their hands and seal on this the day and year first above written.

Developer

John Clark, Mayor

Approved as to form:

J. Michael Billingsley, City Attorney

Attest:

James Demming, City Recorder

RESOLUTION NO. 2017-038

A RESOLUTION AUTHORIZING REIMBURSEMENT OF MATERIALS AGREEMENT FUNDS TO GREGORY DEPRIEST FOR CHRIST FELLOWSHIP CHURCH DEVELOPMENT

WHEREAS, pursuant to the Materials Agreement Policy as set forth in Resolution 2007-084, Gregory DePriest entered into a Materials Agreement in the total amount of $40,718.14, with the city for provision of certain water and sewer materials by the city for the Christ Fellowship Church Development; and

WHEREAS, upon construction, adjustment due to sales tax, and close out of the necessary materials the developer is due reimbursement funds in the amount of $37,179.35 for the Christ Fellowship Church Development; and

Now, therefore,

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

SECTION I. That reimbursement of Material Agreement funds to Gregory DePriest in the amount of $37,179.35 for Christ Fellowship Church Development, is approved.

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

ADOPTED this the 6th day of September, 2016.

JOHN CLARK, Mayor

ATTEST:

ANGELA MARSHALL
Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Acquisition of Property for Stormwater Management

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

Action Form No.: AF-252-2016
Work Session: October 31, 2016
First Reading: N/A

Final Adoption: November 1, 2016
Staff Work By: R. Trent; D. Edwards
Presentation By: R. McReynolds

Recommendation:
Approve the Resolution.

Executive Summary:
In conjunction with the Colonial Heights - Phase IV Sanitary Sewer Project, the city will be addressing a long-standing flooding issue on Belvedere Lane. Floodwater frequently makes a portion of Belvedere Lane impassable and periodically floods a nearby residence. As a design component to address this flooding the city intends to purchase two vacant lots. These lots, located on Belvedere Lane and Brightwood Lane, will serve as a detention area for the floodwater from Belvedere Lane. Appraisals of the acquisitions were prepared in accordance with the City of Kingsport's Real Property Acquisition Policies & Procedures and both lots combined appraised for the total of $44,000.00. The owner of the property, Max Meyer, is willing to sell the two properties to the city for the total amount of $46,000.00. A copy of the Purchase Agreement is contained in the attached resolution.

This project will be funded under #ST1708.

Attachment:
1. Resolution
2. Property Location Map

Funding source appropriate and funds are available: _____

	Y	N	O
Duncan			
George			
McIntire			
Mitchell			
Olterman			
Parham			
Clark			

RESOLUTION NO. _____

A RESOLUTION APPROVING AN OFFER FOR THE PURCHASE OF REAL PROPERTY FOR STORMWATER MANAGEMENT; AUTHORIZING THE MAYOR TO MAKE CERTAIN CHANGES TO THE AGREEMENT, IF NECESSARY; AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

WHEREAS, the city has the opportunity to purchase two vacant properties located on Belvedere Lane and Brightwood Lane and further identified as a portion of tax map 092N; group A; parcel 022.00, in order to address and eliminate a long-standing flooding issue on Belvedere Lane; and

WHEREAS, such acquisition would be in accordance with the city's acquisition policy.

Now therefore,

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

SECTION I. That pursuant to the appraisals of the two properties indicating the fair market value, an offer of $46,000.00 is approved for the purchase of the two properties located on Belvedere Lane and Brightwood Lane and further identified as a portion of tax map 092N; group A; parcel 022.00, subject to such conditions as set out in the Purchase Agreement below.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, a Purchase Agreement for the two properties located on Belvedere Lane and Brightwood Lane and further identified as a portion of tax map 092N; group A; parcel 022.00, 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 draft of the agreement being as follows:

AGREEMENT

THIS PURCHASE AGREEMENT (herein "Agreement") made and entered into on the date of the notary acknowledgment of the Seller's signature between **MAX F. MEYER,** (hereinafter referred to as the "Seller"), and **THE CITY OF KINGSPORT, TENNESSEE**, a municipality organized under the laws of the State of Tennessee (hereinafter referred to as the "Buyer").

WITNESSETH:

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00) and other good and valuable consideration, including specifically, without limitation, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

1. SALE. Seller agrees to sell, convey, assign, transfer and deliver to Buyer, and Buyer agrees to purchase, acquire and take from Seller, subject to the terms and conditions of this Agreement all that real property situate, lying and located on Belvedere Lane and Brightwood Lane and being further identified as a portion of tax map 092N; group A; parcel 022.00, more particularly described on Exhibit A attached hereto and hereby made a part hereof, together with all improvements and

fixtures situated thereon, if any, and also together with all herediments and appurtenances thereunto belonging or in any way appertaining (the "Real Property").

2. PURCHASE PRICE.

(a) Amount. The purchase price to be paid by Buyer to Seller for the Real Property shall be Forty Six Thousand and No/100 Dollars ($46,000.00) (the "Purchase Price").

(b) Terms of Payment. Subject to the adjustment provided for herein the Purchase Price, less the prorated property taxes as of the date of closing, shall be paid by Buyer to Seller in cash or certified funds payable to Seller on the Closing Date.

3. CLOSING. The closing shall occur on or before November 7, 2016, (the "Closing Date"), at a time and location mutually agreed upon by the parties or, upon failure of the parties to agree, at a time and place specified by the Buyer (the "Closing"). Buyer and Seller agree to deliver and execute such other documents as may be reasonable and necessary in the opinion of counsel for Seller and Buyer to consummate and close the purchase and sale contemplated herein pursuant to the terms and provisions hereof.

4. SURVEY. Immediately upon the execution of this Agreement, Buyer shall, at Buyer's cost, cause a survey and surveyor's certificate, in form sufficient to remove the survey exception from the title insurance binder as more specifically provided in Section 5 hereof, to be prepared on the Real Property by a licensed surveyor acceptable to Buyer. The survey shall be made in accordance with the Minimum Standard Detail Requirements for ALTA/ACSM Land Title surveys for a Class A survey. Such survey shall show the total area of the Real Property in square feet, easements, if any, location of adjoining streets and rights of way, building setback lines, and such other details as may be required by Buyer. Once prepared, the survey description will replace Exhibit A and will become a part of this Agreement identified as Exhibit A-1, and such survey description shall be insurable (and shall be insured) by the title insurance company. If the survey (i) is for good cause not acceptable to Buyer's title insurance company; or (ii) shows the dimensions of the Real Property to be other than as set forth on Exhibit A; or (iii) shows any materially adverse conditions or matters affecting the Real Property which are not approved by Buyer, then Buyer, within twenty (20) days from receipt of such survey, shall notify Seller in writing of Buyer's objections to the survey and Sellers shall thereupon have twenty (20) days to remove or cure such objections to the satisfaction of the Buyer and the title company. If Seller fails to satisfy such objections with the time specified, Buyer shall have the right to (i) terminate this Agreement; (ii) extend the time period for removing or curing any objectionable item by written notice to Sellers; or (iii) close this purchase and sale without reduction in the Purchase Price.

5. TITLE INSURANCE. Buyer, at its expense, shall secure an owner's title insurance commitment to issue a title insurance policy insuring Buyer's fee simple interest in the Real Property to the extent of the Purchase Price. The title insurance commitment will be issued by a reputable title insurance company chosen by Buyer and will contain exceptions only for real estate taxes and assessments for the current year which are not yet due and payable, and any other exceptions Buyer may approve in writing. If the commitment contains other exceptions, not acceptable to Buyer, then Buyer shall so notify Seller of such exceptions within twenty (20) days of Buyer's receipt of the commitment, and Seller shall have twenty (20) days from receipt of the Buyer's objections, to resolve such exceptions to the satisfaction of the Buyer. If Seller is unable to cure or resolve such exceptions to Buyer's satisfaction within the time specified, Buyer shall have the right to terminate this Agreement, extend the cure period, or proceed to close this Agreement. In the event Buyer elects to terminate this Agreement pursuant to this Section 5, then this Agreement shall be cancelled and thereafter neither Seller nor Buyer shall have any continuing obligation to each other under this Agreement.

6. DEED AND TITLE.

(a) Seller hereby agrees to convey to Buyer a good and marketable fee simple title to the Real Property, without exceptions, except as expressly provided herein, by a good and valid general warranty deed, in statutory form, suitable for recordation. Title to the Real Property shall not be subject to any easements, encumbrances or other exceptions which Buyer, in its sole discretion, deems unacceptable.

(b) In the event, as of the Closing Date, Seller is unable to convey marketable title to the Real Property due to defects in Seller's title, or Seller is unable to convey title due to exceptions Buyer finds unacceptable, then Closing shall be postponed for a reasonable period of time not to exceed 30 days until Seller shall remove said title defects or exceptions. If Seller is unable to cure such title defects or exceptions within said 30 days, this Agreement shall be null and void and there

shall be no further obligations between the parties. If Buyer shall waive such title defects or exceptions by so notifying the Seller in writing, or if Seller shall have cured such defects or exceptions, as provided herein, the obligations of the parties hereunder shall not be affected by reason thereof, there shall be no abatement or reduction of the Purchase Price, and this transaction shall be consummated in accordance with the terms and provisions of this Agreement, except that such title defects or exceptions that are waived by Buyer, if any, shall be set forth as exceptions in the deed.

7. CONDITION OF PROPERTY. There has been no storage, disposal, treatment or release of hazardous substances during the period of Seller's ownership, and to the best of Seller's knowledge, the Real Property has not been used, and is not presently being used, and will not through the Closing Date, be used for the storage or disposal of hazardous substances. (The term "hazardous substances" shall have the broadest meaning given under applicable state and federal law, including without limitation that given in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. section 9601 et seq.) Seller is not aware of any facts, conditions or circumstances indicating any form of environmental contamination affecting any properties which are adjacent to the Real Property. There are no encumbrances, liens, or charges of any kind upon the Real Property that will not be satisfied and discharges in full by Seller and released at or before Closing in a form satisfactory to Buyer. There are no contracts, agreements, or arrangements relating to the use and operation of the Real Property not disclosed herein. Seller represents that there is no pending or threatened litigation that does or will materially and adversely affect the Real Property or it value.

8. CONDITIONS PRECEDENT.

Buyer's obligations pursuant to this Agreement are contingent upon and subject to the satisfaction, as of Closing, of each of the following conditions (any of which may be waived in whole or in part in writing by the Buyer at, or prior to Closing):

(1) The results of the title examination report and title insurance commitment described in Section 5 shall be acceptable to Buyer in its sole discretion as of Closing. There shall be no change in the matters reflected in the title insurance commitment described in Section 5 hereof, and there shall not exist any encumbrances or title defects affecting the Real Property not described in such title insurance commitment.

(2) All of the representations, warranties and conditions of Seller set forth in this Agreement shall be true and correct as of the date hereof, and as of the Closing Date, and Seller shall not, on or prior to Closing, have failed to meet, comply with or perform any conditions or obligations on Seller's part required by the terms of this Agreement.

(3) There shall be no change in the matters reflected in the survey described in Section 4 hereof, and there shall not exist any easement, right of way, encroachment, waterway, pond, flood plain, conflict, or a protrusion with respect to the Real Property not shown on the survey.

If any condition specified in this Section 8 is not fully satisfied by Closing, or any extension thereof pursuant to this Agreement, Buyer may, at its option, waive such unsatisfactory condition precedent and consummate this Agreement, or may terminate this Agreement by written notice to Seller, this Agreement shall be cancelled and thereafter neither Seller nor Buyer shall have any continuing obligation to each other under this Agreement. It shall be the right of the Buyer at its sole discretion and upon written notice to the Sellers to terminate this Agreement at any time prior to the closing of the property if it shall deem the property not suitable for its needs, and upon such termination, this Agreement shall be cancelled and thereafter neither Seller nor Buyer shall have any continuing obligation to each other under this Agreement

9. NOTICE. Any notice or demand on either party hereunder shall be deemed to have been given when mailed to the other party by Certified Mail, Return Receipt Requested, postage prepaid at the addresses set forth below:

SELLER:	Max F. Meyer 406 Castle Oaks Drive Kingsport, Tennessee 37663
BUYER:	City of Kingsport, Tennessee 225 West Center Street Kingsport, Tennessee 37660

10. PRORATIONS. All real estate taxes and assessments shall be prorated as of the Closing Date, using for such purpose the rate and valuation shown on the latest available tax notice.

11. EXPENSES OF SELLER. In closing this transaction, Seller shall be charged with the following:
(a) The cost of preparation of the warranty deed;
(b) The fees and expenses of any attorney or other advisor engaged by Sellers in connection with this transaction;
(c) The commission or fees charged by any real estate broker or agent retained or used by the Seller in connection with this transaction; and
(d) All expenses incurred in connection with the release of any prior existing indebtedness, including without limitation any prepayment penalties; and
(e) Prorated taxes.
12. EXPENSES OF BUYER. In closing this transaction, Buyer shall be charged with the following:
(a) The cost of any title search and title insurance policy;
(b) The cost of recording the deed and any transfer tax associated with such deed;
(c) Any fees charged in connection with any attorney or other advisor engaged by Buyer in connection with this transaction; and
(d) The cost of the survey provided pursuant to Section 4.
13. RISK OF LOSS. The risk of loss or damage to any of the Real Property described above by fire, vandalism, or other casualty shall remain with the Seller until Closing. In the event of such loss before Closing, this Agreement shall be voidable at the option of Buyer. Should Buyer elect to continue with the purchase following such loss or damage before Closing, Buyer shall have the option to (a) negotiate an equitable reduction in the Purchase Price or (b) close this Agreement at the stated Purchase Price and accept all insurance funds and other monies payable to Seller regarding such loss or damage. If action is necessary to recover under any casualty policy, Seller shall cooperate with Buyer in bringing such action in Seller's name and Seller shall reimburse Buyer for the attorney's fees and other expenses incurred by Buyer to pursue such claim.
14. TIME IS OF THE ESSENCE. Time is of the essence to the performance of this Agreement.
15. MERGER CLAUSE. All understandings and agreements heretofore had between the parties are merged in this Agreement, which alone fully and completely expresses their agreement, and the same is entered into after full investigation, neither party relying upon any statement, representation, express or implied warranties, guarantees, promises, statements, "setups", representation, or information, not embodied in this Agreement, made by the other, or by any agent, employee, servant, or other person representing or purporting to represent the Seller. This Agreement contains the full agreement between the parties and there are no other contracts, express or implied, which are not stated herein.
16. POSSESSION. Delivery of possession of the Real Property shall occur at Closing.
17. CAPTIONS. The section headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement and are not to be considered in interpreting this Agreement.
18. ENTIRE AGREEMENT; MODIFICATIONS. This written Agreement constitutes the entire and complete agreement between the parties hereto and supersedes any prior oral or written agreements between the parties with respect to the Real Property. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions herein set forth, and that no modification of this Agreement and no waiver of any of its terms and conditions shall be effective unless in writing and duly executed by the parties hereto.
19. CONTROLLING LAW; VENUE. This Agreement has been made and entered into under the laws of the State of Tennessee, and said laws shall control the interpretation thereof. Venue for any litigation concerning this Agreement shall be filed in the state or federal courts for Sullivan County, Tennessee.
20. BINDING EFFECT. All covenants, agreements, warranties and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
21. FURTHER ACTS. Each party hereto agrees to do, execute, acknowledge and deliver all such further acts, assignments, transfers, assurances and instruments that may reasonably be required to fully effectuate the transactions contemplated in this Agreement.
IN WITNESS WHEREOF, the parties have hereunto set their hands in duplicate originals the day and year first written above.

[Acknowledgements Deleted for Inclusion in this Resolution]

EXHIBIT A

Description of Real Property

Situate, lying and being in the 14th Civil District of Sullivan County, Tennessee, and more particularly described as follows:

BEGINNING at an iron pin in the southerly side of Brightwood Lane corner to lots 7 & 6 Block A; thence with the southerly side of Brightwood Lane N 36° 54' W, 100 feet to an iron pin corner to lots 7 & 1 Block A; thence with the divisional line of said lots 7 & 1 S 53° 06' W, 150 feet to an iron pin corner to lots 7, 1, 2 & 3 Block A; thence with the divisional line of lots 7 & 3 S 36° 54' W, 100 feet to an iron pin in the lie of lot 5; thence with the divisional line of lots 7, 5 & 6 N 53° 06' E, 150 feet to the point of BEGINNING and containing 0.345 acres more or less and being all of lot 7 Block A, Castle Oaks Subdivision. BEING the same property conveyed to Charles Robert McAmis from Luke M. McAmis, Jr. and wife, Frances McAmis by Deed dated June 16, 1983 and recorded in Book 360C, page 120, in the Register's Office for Sullivan County, Tennessee.

BEGINNING at a point in the easterly sideline of Belvedere Lane, corner to lot 3, Block A of the Castle Oaks Addition; thence north 53° 06' East, 150 feet to a point, corner to lot 7; thence north 36° 54' West a distance of 100 feet to a point, corner to Potter being lot 1 Block A; thence south 53° 06' west along the divisional line of lots 2 and 3 a distance of 150 feet to a point in the easterly sideline of Belvedere Lane corner to lot 2 Block A; thence south 36° 54' east a distance of 100 feet to the point of BEGINNING AND BEING lot 3 Block A as shown on map dated December 13, 1956, made by J. C. Ketron and of record in Plat book 5, page 136 of record in the office of the Register of Deeds for Sullivan County, Tennessee at Blountville, Tennessee. AND BEING the same property conveyed to Charles Robert McAmis by Deed from Luke M. McAmis, Jr. and wife, Frances M. McAmis, dated July 10, 1990 and recorded in Book 737C, page 549, in the Register's Office for Sullivan County, Tennessee, to which reference is here made.

SECTION III. That the Mayor is further authorized to make such changes, approved by the mayor and 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 VI. That the board finds that the actions authorized by this resolution are for a public purpose and will promote the health, comfort and prosperity of the citizens of the city.

SECTION VII. That this resolution shall take effect immediately upon its adoption, the public welfare requiring it.

ADOPTED this the 1st day of November, 2016.

_____

JOHN CLARK, MAYOR

ATTEST:

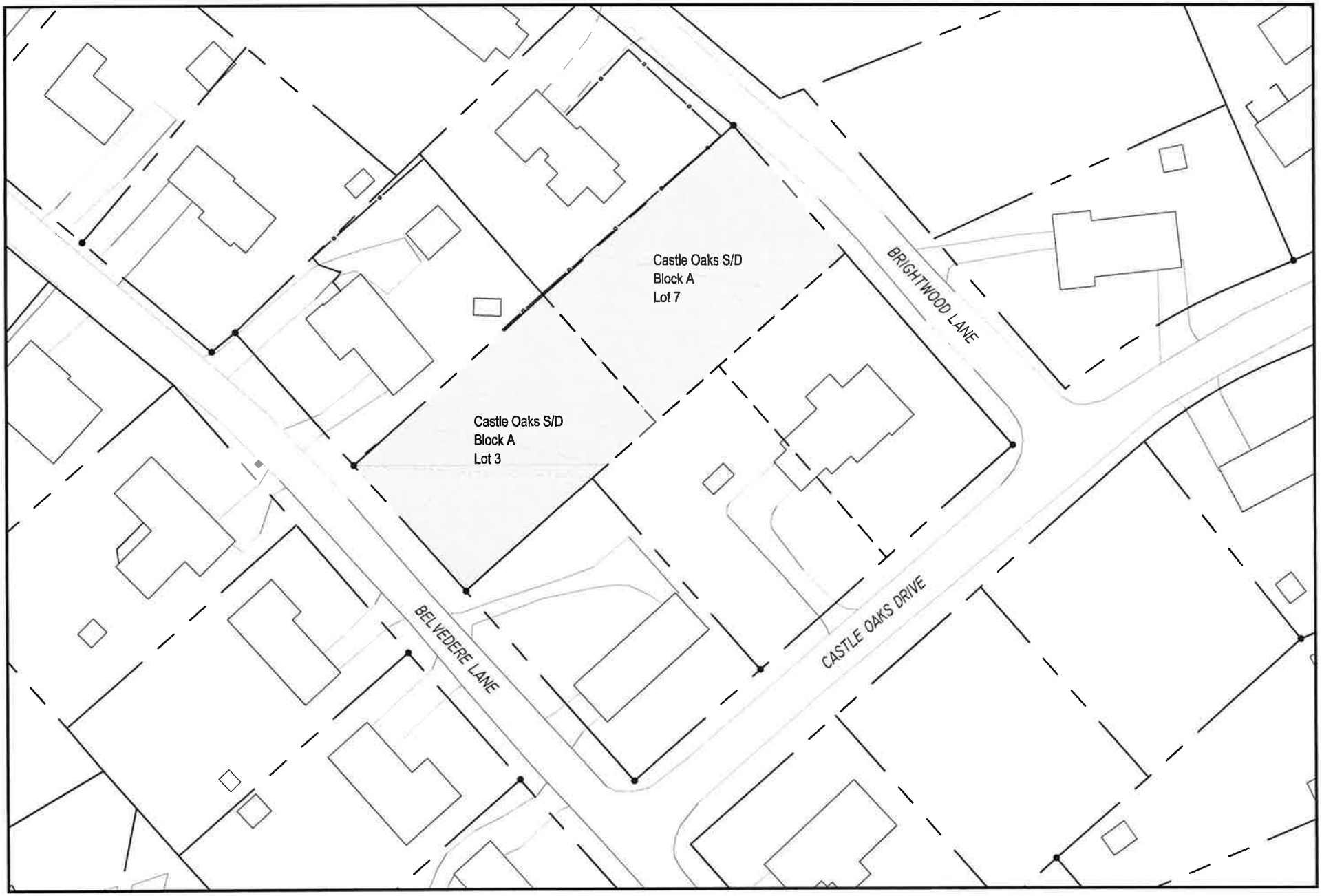
_____

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

_____

J. MICHAEL BILLINGSLEY, CITY ATTORNEY


Castle Oaks S/D
Block A
Lot 7
Castle Oaks S/D
Block A
Lot 3
BRIGHTWOOD LANE
BELVEDERE LANE
CASTLE OAKS DRIVE