



## **AGENDA**

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

**Monday, April 20, 2015  
Council Room, 2<sup>nd</sup> Floor, City Hall, 4:30 p.m.**

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

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

Alderman Andy Hall  
Alderman Tom C. Parham  
Alderman Tom Segelhorst

#### **Leadership Team**

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

1. Call to Order
2. Roll Call
3. Centennial Commission Presentation – Jeff McCord
4. Work Session Tickler
5. Review of Items on April 21, 2015 Business Meeting Agenda
6. Adjourn

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



**Work Session Tickler**  
**April 20, 2015**

## **Special Projects**

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

***David Mason***

Weather conditions have continued to delay the installation of sod on the fields. To date, only Field 3 has sod installed. Field 1 has the topsoil in place and needs to be laser graded. Fields 2 and 4 are ready for sod as soon as the weather stays clear long enough for the topsoil to dry and there is a clear forecast for a 48 hour period to cut, load, haul, and install the sod.

The parking lot asphalt base course has been completed. Stone and asphalt paving of the entrance road is on hold until after the sod trucks have completed deliveries. The concrete paving of the plaza is 50% complete and preparations for the remaining concrete are continuing when weather permits.

The concession stand is nearing substantial completion with the installation of restroom partitions, trim carpentry and final painting. Concession equipment delivery is being held until the week of April 20th.

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

Field 3 with Sod.Final Topsoil Installation on Field 1.



Brickyard Park Ball Fields continued

Final Topsoil Installation on Field 1.



Plaza Paving Between Fields 3 & 4.



### ***Fire Training Ground***

A Training Tower is the next step and work should start soon. Plans are to add storage facilities, a classroom, several fire and rescue props, etc. These will be for vehicle extrication, special rescue, etc.

### ***Chief Dye***



**Carousel**

**Morris Baker**

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

All gears and bearing needing to be replaced on the Carousel Frame has been ordered and should arrive in a few weeks.

Project coordinators are working with the City's IT and HR for security/connectivity as well as personnel. In addition, GRC is in the process of finalizing the site work with a fence around the perimeter of the carousel and green space area. Coupled with this is sidewalk along Clinchfield Street which will be completed with the current curb cut being removed and sidewalk being poured. City funds are completing the sidewalk and fence.

Engage Kingsport has updated their timeline for opening of the Carousel:

5/15- Floor install- take 2 days

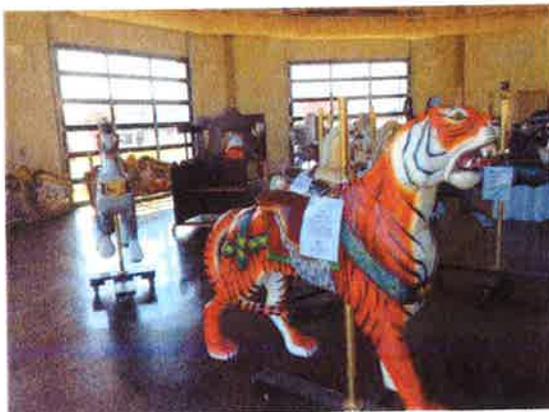
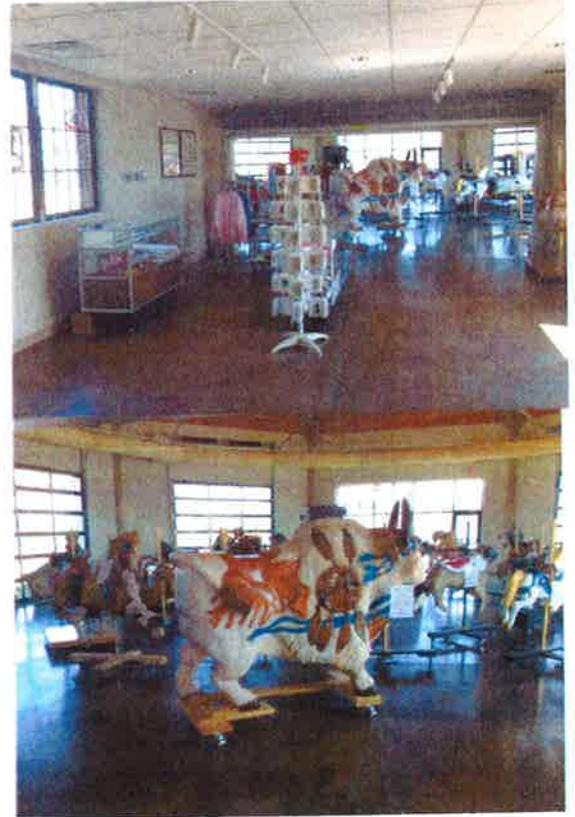
5/20-5/27--Carlin Flooring sand & finish & cure- twice---1 week

5/27- install Platform animals. Mount Sweep animals in rafters. - 1 week

6/2 is the targets for safety inspections and state inspections

Soft openings during the time from 6/2 through 7/25

7/25 Official Grand Opening



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

**Niki Ensor**

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

Construction Schedule:  
March 2015 – January 2017

Project Update:  
A pre-bid meeting and site visit was held on April 8th. Considerable interest was shown in the project with approximately 13 construction companies in attendance. Bids will be received until April 30, 2015 at 4:00 p.m.



**Legal**

**Risk Management**

**Terri Evans**

**Kingsport Employee Wellness**

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

Beginning January, 2015, the school system became self-funded, allowing their employees to utilize the Kingsport Employee Wellness Center. There are more than 72 hours available for 20 minute appointments, including Saturdays, to serve both the school department and the general government employees, with additional hours in upcoming weeks as part-time providers can be scheduled. Utilization January 2 through April 13, 2015, is 102.1%, and of those, 27.9% were government active, 26.3% were school active, 3.7% were government retirees, 3.1% were school retirees, 15.2% were government dependents, 17.8% were school dependents, .5% were extended patient visits, .1% were workers' compensation visits and 5.4% were no-shows. We believe the increased no-show number is due in large part to the weather. Utilization increases with the inclusion of new members as they are asked to make two, back-to-back appointments for their initial visit. Utilization does appear to be leveling out, and we are keeping a close eye on appointment availability to adjust hours as necessary.

**Sourmash Property**

**Joe May**

The issue with the heir in Illinois has been resolved by agreement and we are awaiting receipt of the documentation. With that in hand, arrangements have been made to advertise the Tax Sale of this property.

It is now appropriate to advise known potential bidders to look for the advertisement of the date and time of sale. A notice on the city's website may also be made to inform the public.

***Worker's Compensation***

***Terri Evans***

There were seven recordable claims in March, five with restricted duty, one lost time and one with medical treatment only.

***Budget Office***

***Judy Smith***

***Financial Comments***

Local Option Sales Tax revenue for the month of February was \$1,201,182 which was \$43,119 below budget and \$2,189 above last year's actual. The Year to Date Total is \$178,952 over budget and \$654,398 over last year which is a 6.16% increase over last year's actual.



## **AGENDA**

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

**BUSINESS MEETING**  
**Tuesday, April 21, 2015**  
**Large Courtroom – 2<sup>nd</sup> Floor, City Hall**  
**7:00 p.m.**

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

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

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

#### **City Administration**

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

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

#### **II.A. PLEDGE OF ALLEGIANCE TO THE FLAG**

**II.B. INVOCATION** – Pastor Adam Love, Kingsley United Methodist Church

#### **III.A. ROLL CALL**

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

1. Healthy Kingsport – Heather Cook

**V. APPROVAL OF MINUTES**

1. Called Business Meeting – April 6, 2015
2. Work Session – April 6, 2015
3. Business Meeting – April 7, 2015

**VI. COMMUNITY INTEREST ITEMS**

**A. PUBLIC HEARINGS**

1. Public Hearing for Annexation Annual Plan of Services Report (AF: 90-2015) (Corey Shepherd)
  - Public Hearing
- ~~2. Public Hearing and Consideration of Ordinance to Prohibit Window and Door Border Lighting in Non-Residential Zones (AF: 87-2015) (Ken Weems)~~
  - ~~• Public Hearing~~
  - ~~• Ordinance – First Reading~~

**COMMENT**

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

**B. BUSINESS MATTERS REQUIRING FIRST READING**

1. Ordinance to Appropriate Funding from the Criminal Forfeiture Fund to Purchase Technology for the Police Department (AF: 94-2015) (Chief Quillin)
  - Ordinance – First Reading
2. Ordinance to Amend the FY15 Operating Budgets and Various Projects (AF: 92-2015) (Jeff Fleming)
  - Ordinance – First Reading

**C. BUSINESS MATTERS REQUIRING FINAL ADOPTION**

1. Amend the Zoning Ordinance to Require that New Development and Redevelopment in Downtown Kingsport be in Harmony with the Traditional Character of Downtown (AF: 71-2015) (Justin Steinmann)
  - Ordinance – **Second Reading and Final Adoption**
2. Amend the FY 2015 General Purpose School Fund Budget (AF: 83-2015) (David Frye)
  - Ordinance – **Second Reading and Final Adoption**

**D. OTHER BUSINESS**

1. Agreement with Verizon Wireless in Order to Provide Quality Cellular Service During Fun Fest (AF: 84-2015) (Morris Baker)
  - Resolution

2. Authorizing the Issuance of a Purchase Order to Insight Public Sector for the Purchase of Laptops for Sixth Grade Students in the Kingsport City School System (AF: 89-2015) (John Payne)
  - Resolution
3. Awarding the Bid for the Purchase of Chlorine to Brenntag Mid-South, Inc., Zinc Orthophosphate to Carus Corporation, Coagulant to Gulbrandsen Manufacturing, Inc, and Polymer to Coastal Water Technology, LLC (AF: 86-2015) (Ryan McReynolds)
  - Resolution
4. Execute a Release Agreement for Great West Casualty Company (AF: 85-2015) (Mike Billingsley)
  - Resolution
5. Property Acquisition for the Reedy Creek Trunk Line Improvements Project (AF: 50-2015) (Ryan McReynolds)
  - Resolution
6. Amendment to the FY 2015-211 Fee Resolution (AF: 95-2015) (Chris McCartt)
  - Resolution
7. Approve the Area Agency on Aging and Disability Grant for FY15-16 (AF: 81-2015) (Shirley Buchanan)
  - Resolution

**E. APPOINTMENTS**

1. Appointment to the Kingsport Regional Planning Commission (AF: 91-2015) (Mayor Phillips)
  - Appointment
2. Appointment to the Historic Zoning Commission (AF: 96-2015) (Mayor Phillips)
  - Appointment

**VII. CONSENT AGENDA**

1. Offer for Easement and Right-of-Way for the Preston Park Drainage Project (AF: 93-2015) (Ryan McReynolds)
  - Approve Offer

**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 Called Business Meeting of the  
Board of Mayor and Aldermen of the City of Kingsport, Tennessee  
Monday, April 6, 2015, 4:30 PM  
Council Room – City Hall

PRESENT: Board of Mayor and Aldermen  
Mayor Dennis R. Phillips, Presiding  
Vice-Mayor Mike McIntire  
Alderman John Clark  
Alderman Tom C. Parham  
Alderman Tom Segelhorst

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

- I. **CALL TO ORDER:** 4:30 p.m., by Mayor Dennis R. Phillips.
- II.A. **PLEDGE OF ALLEGIANCE TO THE FLAG:** Vice-Mayor McIntire.
- II.B. **INVOCATION:** Morris Baker, Community Services Director.
- III. **ROLL CALL:** By Deputy City Recorder Marshall. Absent: Alderman Colette George and Alderman Andy Hall.
- IV. **BUSINESS MATTERS REQUIRING FIRST READING.**

1. **Amend the Zoning Ordinance to Permit Food Processing and Packaging Facilities by Right in the MX Zone and to Delete Special Exceptions Language in the MX Zone (AF: 74-2015) (Justin Steinmann).**

Motion/Second: McIntire/Clark, to pass:

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

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

**VIII. COMMUNICATIONS.**

A. **CITY MANAGER.**

B. **MAYOR AND BOARD MEMBERS.**

C. **VISITORS.** None.

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Monday, April 6, 2015**

**IX. ADJOURN.** Seeing no other business for consideration at this meeting, Mayor Phillips adjourned the meeting at 4:35 p.m.

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ANGELA MARSHALL  
Deputy City Recorder

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DENNIS R. PHILLIPS  
Mayor

Minutes of the Regular Work Session of the  
Board of Mayor and Aldermen, City of Kingsport, Tennessee  
Monday, April 6, 2015, 4:30 PM  
Council Room – City Hall

PRESENT: Board of Mayor and Aldermen

Mayor Dennis Phillips  
Vice-Mayor Mike McIntire  
Alderman John Clark  
Alderman Tom C. Parham  
Alderman Tom Segelhorst

City Administration

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

1. **CALL TO ORDER:** 4:35 p.m. by Mayor Phillips.
2. **ROLL CALL:** By Deputy City Recorder Marshall. Absent: Alderman Colette George and Alderman Andy Hall.
3. **PEAK PRESENTATION.** Mr. Seth Jarvis gave a presentation, reviewing the accomplishments made in the last year by this organization as well as new goals.
4. **LAND BANK LEGISLATION.** Development Services Lynn Tully presented this item detailing the scope and powers of a Land Bank Authority, which ultimately returns property to an income producing state. She further stated it allows the city to hold property for new development, specifically for residential. City Manager Fleming provided an example.
5. **WORK SESSION TICKLER.** Mayor Phillips stated there was a problem getting parts for the Carousel so it will be mid-June before it is running. He pointed out National Carousel Day is July 25. Alderman Segelhorst noted there seemed to be a lot of violent crimes recently. Chief Quillin responded to this [at the end of the work session] noting compare to January through March of 2014, aggravated assaults are down 50%.
6. **REVIEW OF AGENDA ITEMS ON THE APRIL 7, 2015 REGULAR BUSINESS MEETING AGENDA.** City Manager Fleming, members of staff and community members gave a summary or presentation for each item on the proposed agenda. Those items the Board discussed at greater length or which received specific questions or concerns included:
  - VI.A.1 **Amend the Zoning Ordinance to Require that New Development and Redevelopment in Downtown Kingsport be in Harmony with the Traditional Character of Downtown** (AF: 71-2015). City Planner Justin Steinman gave a presentation on this item and answered questions from the Board. Discussion followed. Vice-Mayor McIntire pointed out we can continue to tweak the plan but this would address issues downtown right now.

**Minutes of the Regular Work Session of the Board of Mayor and Aldermen of Kingsport, Tennessee, Monday, April 6, 2015**

**VI.B.1 Amend FY15 General Purpose School Fund Budget (AF: 83-2015).** Staff from City Schools answered questions regarding the purchase and upkeep of computers for students. Some discussion followed.

**VI.D.3 Award the Bid for the Construction of the Fire Training Simulator to Armstrong Construction (AF: 72-2015)** Alderman Segelhorst asked about a projected completion date. Procurement Manager Sandy Crawford stated there would be eight to twelve weeks lead time.

**VI.D.5 Approve an Amendment to the Lease Agreement with Alex Stratton (AF: 76-2015).** City Manager Fleming stated this would allow the golf driving range to reopen with reduced liability insurance. City Attorney Billingsley provided further details.

**VI.D.6 Approve a Plan to Create an Adventure Tourism District (AF: 75-2015).** City Manager Fleming stated if businesses open and qualify, they can receive a tax credit.

**VI.D.8 Amendment to the Annual Operating Agreement with Downtown Kingsport Association to Include Maintenance of Christmas Street Lighting Decorations (AF: 79-2015).** City Manager Fleming confirmed for Alderman Segelhorst the light would be attached to the poles and the trees.

**VI.D.9 Accept Donation of Property at the Riverbend Development from First Southeast Development (AF: 80-2015).** City Manager Fleming provided information on this item, noting the developer will build a road to access a 24.1 acre park. Development Services Director Lynn Tully pointed out there is still ownership interest.

**VI.D.10 Approve Change Order to Roadscapes Interchange Beautification Project (AF: 78-2015).** City Manager Fleming gave details on this item, noting extra money will go to plant material at John B. Dennis Highway and Fort Henry Drive.

**BOARD COMMENT.** None.

**PUBLIC COMMENT.** None.

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

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ANGELA MARSHALL  
Deputy City Recorder

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DENNIS R. PHILLIPS  
Mayor

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

PRESENT: Board of Mayor and Aldermen  
Mayor Dennis R. Phillips, Presiding  
Vice-Mayor Mike McIntire  
Alderman John Clark  
Alderman Tom C. Parham  
Alderman Tom Segelhorst

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

- I. **CALL TO ORDER:** 7:00 p.m., by Mayor Dennis R. Phillips.
- II.A. **PLEDGE OF ALLEGIANCE TO THE FLAG:** The New Vision Youth.
- II.B. **INVOCATION:** Lynn Tully, Development Services Director.
- III. **ROLL CALL:** By City Recorder Demming. Absent: Alderman Colette George and Alderman Andy Hall.
- IV. **RECOGNITIONS AND PRESENTATIONS.**
  1. Police Officer Recognition – Chief Quillin recognized Officer Brandon Qualls for his recent achievement of outstanding officer at the Police Academy.
- V. **APPROVAL OF MINUTES.**

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

- A. March 16, 2015 Regular Work Session
- B. March 17, 2015 Regular Business Meeting
- C. March 18, 2015 Called Business Meeting

Approved: All present voting “aye.”

VI. **COMMUNITY INTEREST ITEMS.**

A. **PUBLIC HEARINGS.**

1. **Amend the Zoning Ordinance to Require that New Development and Redevelopment in Downtown Kingsport be in Harmony with the Traditional Character of Downtown** (AF: 71-2015) (Justin Steinmann). Justin Steinmann, City Planner, presented this item. City Manager Fleming pointed out this would apply only to new construction and redevelopment.

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen of the City of Kingsport, Tennessee, Tuesday, April 7, 2015**

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

Motion/Second: Parham/Segelhorst, to pass:

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

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

**2. Amend the Zoning Ordinance to Permit Food Processing and Packaging Facilities by Right in the MX Zone and to Delete Special Exceptions Language in the MX Zone (AF: 74-2015) (Justin Steinmann).**

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

Motion/Second: McIntire/Clark, to pass:

**ORDINANCE NO. 6474**, AN ORDINANCE TO AMEND SECTION 114-353 PERTAINING TO USES IN THE MX, MIXED-USE DISTRICT AND REPEALING SECTION 114-355 PERTAINING TO SPECIAL EXCEPTIONS IN THE MX, MIXED-USE DISTRICT OF THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

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

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

**1. Amend FY15 General Purpose School Fund Budget (AF: 83-2015) (David Frye).**

Motion/Second: Parham/Clark, to pass:

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

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

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

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

Motion/Second: McIntire/Segelhorst, to pass:

**ORDINANCE NO. 6469**, AN ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, SECTION 114-104(3) BY ADDING THE REQUIREMENT THAT PRELIMINARY PLANS BE SIGNED AND SEALED BY A

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, April 7, 2015**

REGISTERED ENGINEER, ARCHITECT OR LAND SURVEYOR, AS LICENSED BY  
STATE LAW

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

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

Motion/Second: McIntire/Segelhorst, to pass:

**ORDINANCE NO. 6470**, AN ORDINANCE TO ANNEX THAT CERTAIN TERRITORY  
ADJOINING THE PRESENT CORPORATE BOUNDARIES OF THE CITY OF  
KINGSPORT, EMBRACING THAT CERTAIN PART OF THE 11<sup>th</sup> CIVIL DISTRICT OF  
SULLIVAN COUNTY, TENNESSEE, AND KNOWN AS THE RIDGECREST 2  
ANNEXATION, AS HEREINAFTER DESCRIBED; TO INCORPORATE THE SAME  
WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF KINGSPORT,  
TENNESSEE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

Motion/Second: McIntire/Parham, to pass:

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

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

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

Motion/Second: Clark/Segelhorst, to pass:

**ORDINANCE NO. 6473**, AN ORDINANCE TO AMEND THE GENERAL FUND  
PROJECTS, DEMOLITION LANDFILL PROJECT FUND AND GENERAL FUND  
BUDGETS BY TRANSFERRING FUNDS TO VARIOUS PROJECTS FOR THE YEAR  
ENDING JUNE 30, 2015; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**D. OTHER BUSINESS.**

**1. Approve an Acknowledgement with Eastman Chemical  
Company Pertaining to Monitoring Wells Located on Cattails Golf Course  
(AF: 73-2015) (Jeff Fleming).**

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of the City of Kingsport, Tennessee, Tuesday, April 7, 2015**

Motion/Second: Clark/Parham, to pass:

**Resolution No. 2015-152**, A RESOLUTION APPROVING AN ACKNOWLEDGMENT WITH EASTMAN CHEMICAL COMPANY PERTAINING TO MONITORING WELLS ON THE CATTAILS GOLF COURSE PROPERTY AND AUTHORIZING THE MAYOR TO EXECUTE THE ACKNOWLEDGMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE ACKNOWLEDGMENT OR THIS RESOLUTION

Passed: All present voting "aye."

**2. Award the Bid for the Purchase of One (1) Backhoe to ASC Construction Equipment, Inc.** (AF: 67-2015) (Chris McCartt, Ryan McReynolds, Steve Hightower)

Motion/Second: Segelhorst/McIntire, to pass:

**Resolution No. 2015-153**, A RESOLUTION AWARDDING THE BID FOR THE PURCHASE OF ONE BACKHOE TO ASC CONSTRUCTION EQUIPMENT, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

Passed: All present voting "aye."

**3. Award the Bid for the Construction of the Fire Training Simulator to Armstrong Construction** (AF: 72-2015) (Scott Boyd, David Mason, Sandy Crawford).

Motion/Second: Segelhorst/McIntire, to pass:

**Resolution No. 2015-154**, A RESOLUTION AWARDDING THE BID FOR THE FIRE TRAINING SIMULATOR CONSTRUCTION PROJECT TO ARMSTRONG CONSTRUCTION AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

**4. Award the Bid for Construction of the Rotherwood Greenbelt Project** (AF: 77-2015) (Bill Albright, Michael Thompson).

Motion/Second: Parham/Clark, to pass:

**Resolution No. 2015-155**, A RESOLUTION AWARDDING THE BID FOR THE ROTHERWOOD GREENBELT PROJECT TO DUCO CONSTRUCTION, INC AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

**5. Approve an Amendment to the Lease Agreement with Alex Stratton** (AF: 76-2015) (Lynn Tully).

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of the City of Kingsport, Tennessee, Tuesday, April 7, 2015**

Motion/Second: Segelhorst/Parham, to pass:

**Resolution No. 2015-156**, A RESOLUTION APPROVING A LEASE AGREEMENT WITH ALEX STRATTON; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

**6. Approve a Plan to Create an Adventure Tourism District**  
(AF: 75-2015) (Lynn Tully).

Motion/Second: Segelhorst/Parham, to pass:

**Resolution No. 2015-157**, A RESOLUTION OF CITY OF KINGSPORT, TENNESSEE DECLARING ITS INTENT TO PARTICIPATE IN THE TENNESSEE ADVENTURE TOURISM AND RURAL DEVELOPMENT ACT OF 2011 BY DEVELOPING A CERTIFIED ADVENTURE TOURISM DISTRICT PLAN

Passed: All present voting "aye."

**7. Award Bid for Installation of Emergency Generator and Bypass Pumps at Sewer Lift Stations to W&O Construction Company** (AF: 82-2015) (Ryan McReynolds).

Motion/Second: McIntire/Parham, to pass:

**Resolution No. 2015-158**, A RESOLUTION AWARDED THE BID FOR THE INSTALLATION OF AN EMERGENCY GENERATOR AND BYPASS PUMPS AT SEWER LIFT STATIONS TO W&O CONSTRUCTION COMPANY AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

**8. Amendment to the Annual Operating Agreement with Downtown Kingsport Association to Include Maintenance of Christmas Street Lighting Decorations** (AF: 79-2015) (Lynn Tully).

Motion/Second: McIntire/Clark, to pass:

**Resolution No. 2015-159**, A RESOLUTION APPROVING AN AMENDMENT TO THE ANNUAL OPERATING AGREEMENT WITH THE DOWNTOWN KINGSPORT ASSOCIATION; AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE AMENDMENT; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

Passed: All present voting "aye."

**9. Accept Donation of Property at the Riverbend Development from First Southeast Development** (AF: 80-2015) (Lynn Tully).

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen of the City of Kingsport, Tennessee, Tuesday, April 7, 2015**

Motion/Second: Clark/Segelhorst, to pass:

**Resolution No. 2015-160**, A RESOLUTION APPROVING THE DONATION OF PROPERTY AT THE RIVERBEND DEVELOPMENT FROM FIRST SOUTHEAST DEVELOPMENT, LLC; AND AUTHORIZING THE MAYOR TO EXECUTE THE DONATION AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE DONATION OR THIS RESOLUTION

Passed: All present voting "aye."

**10. Approve Change Order to Roadscapes Interchange Beautification Project (AF: 78-2015) (Bill Albright, Michael Thompson).**

Motion/Second: McIntire/Clark, to pass:

**Resolution No. 2015-161**, A RESOLUTION APPROVING A CHANGE ORDER TO THE CONTRACT WITH HALLER'S LANDSCAPING AND LAWNCARE, INC. FOR THE ROADCAPES PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE CHANGE ORDER

Passed: All present voting "aye."

**E. APPOINTMENTS/REAPPOINTMENTS. None.**

**VII. CONSENT AGENDA. None**

**VIII. COMMUNICATIONS.**

**A. CITY MANAGER.** Mr. Fleming stated he and the mayor attended an event at Milligan College earlier today to recognize leaders in Christian service, noting there were four recipients from Kingsport.

**B. MAYOR AND BOARD MEMBERS.** Alderman Segelhorst complimented the Kingsport Keys project, stating the decorated pianos add attractiveness to down town. He also commented on the new Barking Lot for dogs sponsored by PEAK and the DKA. Alderman Clark pointed out the week of April 20 was Healthy Week, encouraging everyone to participate. He noted an upcoming wrestling event at Meadowview and the impact it would have. Alderman Parham commented on the merger of the two major hospitals, stating it was a model for other relationships. Vice-Mayor McIntire added he was glad the hospitals have moved forward. He wished them well, stating it was a step in the right direction with the potential to be a great thing for this area. Mr. McIntire also congratulated Officer Qualls. Mayor Phillips commented on the events of Healthy Week. He stated the BMA had no further comment regarding an incident with a member of the Planning Commission, further stating no action before due process, unless they chose to resign. The mayor thanked the high school students who attended the meeting.

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, April 7, 2015**

**C. VISITORS.** Mr. Tim Johnson, 1526 Nall Street, thanked BMA members and Chief Quillin. Mr. Bud Hansen, 4515 Belvedere Lane, commented on drainage issues in his neighborhood.

**IX. ADJOURN.** Seeing no other business for consideration at this meeting, Mayor Phillips adjourned the meeting at 8:05 p.m.

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ANGELA MARSHALL  
Deputy City Recorder

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DENNIS R. PHILLIPS  
Mayor



**AGENDA ACTION FORM**

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

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

Action Form No.: AF-90-2015  
 Work Session: April 20, 2015  
 First Reading: April 21, 2015  
 Final Adoption: May 5, 2015  
 Staff Work By: C. Shepherd  
 Presentation By: C. Shepherd

**Recommendation:** Conduct a Public Hearing and receive comment concerning the Annual Plan of Services Report for unfulfilled Annexation commitments for April 2015.

- Colonial Heights 1 Part A – Ordinance 6013 – Annual Update
- Colonial Heights 1 Part B – Ordinance 6015 – Annual Update
- Colonial Heights 1 Part C – Ordinance 6017 – Annual Update
- Colonial Heights 1 Part D – Ordinance 6019 – Annual Update
- Colonial Heights 4 – Part A – Ordinance 6107 - Annual Update
- Colonial Heights 4 – Part B – Ordinance 6109 - Annual Update
- Colonial Heights 4 – Part C – Ordinance 6111 - Annual Update
- Colonial Heights 3 - Piece – Ordinance 6113 - Annual Update
- North Kingsport Part A – Ordinance 6117 - Annual Update
- North Kingsport Part B – Ordinance 6119 - Annual Update
- Ridgecrest Avenue – Ordinance 6437 – Semi Annual Update

**Executive Summary:**

Tennessee Code Annotated 6-51-108 states in part "...upon expiration of six (6) months from the date any annexed territory for which a Plan of Service has been adopted becomes a part of the annexing of the municipality, and annually thereafter until such services have been extended according to such plan, there shall be prepared and published in the newspaper of general circulation in the municipality a report of the progress made in the preceding year... the governing body by municipality shall publish notice of the public hearing on such progress reports and changes, and hold such hearings thereon..." As a result of this statute, and the need to conduct annual public hearings concerning unfulfilled Plan of Service commitments, it is required that the Board of Mayor and Aldermen conduct a public hearing to receive comments concerning the Annual Plan of Service Reports. It should be noted that some annexation plans of service are completed before the deadline. However, these completed plans of service will not be updated until the month in which they are due. The Notice of Public Hearing was published April 6, 2015.

**Attachments:**

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

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

## NOTICE OF PUBLIC HEARING

The Kingsport Board of Mayor and Aldermen will conduct a public hearing concerning the ANNUAL PLAN OF SERVICE (POS) REPORT—April, on the following annexation area at its April 21, 2015 regular business meeting at 7:00 P.M. in the courtroom of the City Hall Building, 225 W. Center Street, Kingsport Tennessee.

Annexation Area: Colonial Heights 1 Part A, Ord. No. 6013  
Effective Date: 11/26/10  
POS, deadline: Water Service & Street Lights

Annexation Area: Colonial Heights 1 Part B, Ord. No. 6015  
Effective Date: 11/26/10  
POS, deadline: Water Service & Street Lights

Annexation Area: Colonial Heights 1 Part C, Ord. No. 6017  
Effective Date: 11/26/10  
POS, deadline: Water Service & Street Lights

Annexation Area: Colonial Heights 1 Part D, Ord. No. 6019  
Effective Date: 11/26/10  
POS, deadline: Water Service & Street Lights

Annexation Area: Colonial Heights 4 Part A, Ord. No. 6107  
Effective Date: 10/24/2011  
POS, deadline: Water Service & Street Lights

Annexation Area: Colonial Heights 4 Part B, Ord. No. 6109  
Effective Date: 10/24/2011  
POS, deadline: Water Service & Street Lights

Annexation Area: Colonial Heights 4 Part C, Ord. No. 6111  
Effective Date: 10/24/2011  
POS, deadline: Water Service, Street Lights & Sewer Service

Annexation Area: Colonial Heights 3-Piece, Ord. No. 6113  
Effective Date: 10/24/2011  
POS, deadline: Water Service & Street Lights

Annexation Area: North Kingsport Part A, Ord. No. 6117  
Effective Date: 10/24/2011  
POS, deadline: Water Service, Street Lights & Sewer Service

Annexation Area: North Kingsport Part B, Ord. No. 6119  
Effective Date: 10/24/2011  
POS, deadline: Water Service, Street Lights & Sewer Service

**APRIL 2015 ANNUAL PLAN OF SERVICE REPORT  
FOR ORDINANCE NUMBERS: 6013, 6015, 6017, 6019, 6107, 6109, 6111, 6113, 6117, 6119, & 6437**

<u>Annexation Area</u>	<u>Effective Date</u>	<u>POS Deadline</u>	<u>Est. Completion</u>	<u>Status</u>
Colonial Heights 1 Part A Ordinance No. 6013	11/26/2010	Water Service Street Lights	Nov. 26, 2015 Nov. 26, 2015	Design complete/awaiting contract <b>Completed</b>
Colonial Heights 1 Part B Ordinance No. 6015	11/26/2010	Water Service Street Lights	Nov. 26, 2015 Nov. 26, 2015	Design complete/awaiting contract <b>Completed</b>
Colonial Heights 1 Part C Ordinance No. 6017	11/26/2010	Water Service Street Lights	Nov. 26, 2015 Nov. 26, 2015	Design complete/awaiting contract <b>Completed</b>
Colonial Heights 1 Part D Ordinance No. 6019	11/26/2010	Water Service Street Lights Sewer Service	Nov. 26, 2015 Nov. 26, 2015 Nov. 26, 2015	Design complete/awaiting contract <b>Completed</b> Expected Complete in Oct. 2015
Colonial Heights 4-Part A Ordinance No. 6107	10/24/2011	Water Service Street Lighting	Oct. 24, 2016 Oct. 24, 2016	Design complete/awaiting contract <b>Completed</b>
Colonial Heights 4-Part B Ordinance No. 6109	10/24/2011	Street Lighting	Oct. 24, 2016	<b>Completed</b>
Colonial Heights 4-Part C Ordinance No. 6111	10/24/2011	Water Service Sewer Service Street Lighting	Oct. 24, 2016 Oct. 24, 2016 Oct. 24, 2016	Design complete/awaiting contract Construction through late '14/early '15 Late 2015/early 2016
Colonial Heights 3-Piece Ordinance No. 6113	10/24/2011	Water Service Street Lighting	Oct. 24, 2016 Oct. 24, 2016	Will be Contracted <b>Completed</b>
North Kingsport Part A Ordinance No. 6117	10/24/2011	Street Lighting	Oct. 24, 2016	<b>Completed</b>

North Kingsport Part B  
Ordinance No. 6119

10/24/2011

Water Service  
Sewer Service  
Street Lighting

Oct. 24, 2016  
Oct. 24, 2016  
Oct. 24, 2016

Will be Contracted  
**Completed**  
**Completed**

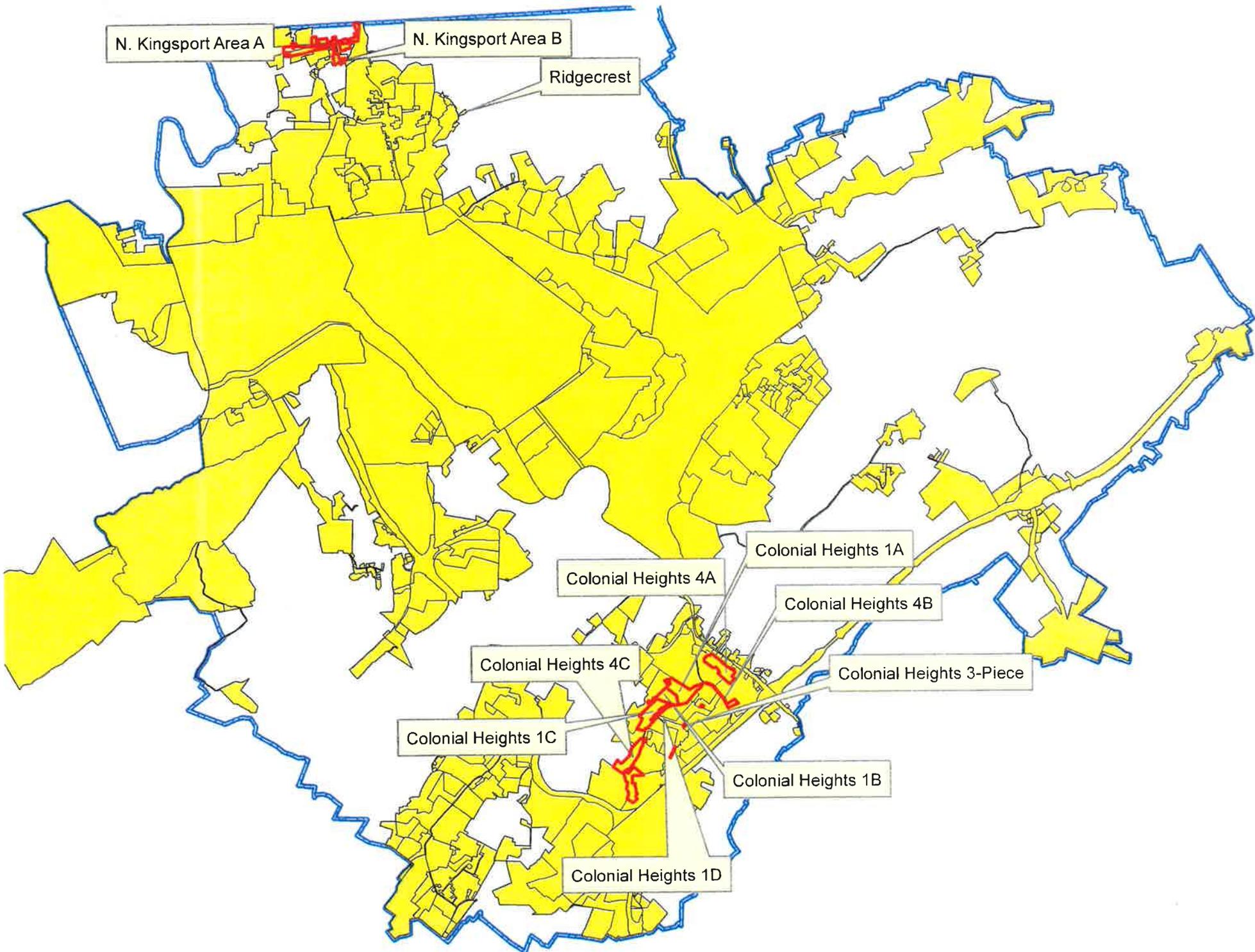
Ridgecrest Avenue  
Ordinance No. 6437

11/07/2014

Sewer Service  
Street Lighting

Nov. 7, 2019  
Nov. 7, 2019

Late 2015  
**Completed**



N. Kingsport Area A

N. Kingsport Area B

Ridgecrest

Colonial Heights 1A

Colonial Heights 4A

Colonial Heights 4B

Colonial Heights 4C

Colonial Heights 3-Piece

Colonial Heights 1C

Colonial Heights 1B

Colonial Heights 1D





## AGENDA ACTION FORM

### Ordinance to Appropriate Funding from the Criminal Forfeiture Fund to Purchase Technology for the Police Department

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

Action Form No.: AF-94-2015  
Work Session: April 20, 2015  
First Reading: April 21, 2015

Final Adoption: May 5, 2015  
Staff Work By: D/C Phipps  
Presentation By: Chief Quillin

#### Recommendation:

Approve the ordinance appropriate funding from the Criminal Forfeiture Fund in the amount of \$47,000.

#### Executive Summary:

The Police Department is occasionally tasked with responding to situations where extensive and labor intensive investigations are needed and prove to be extremely crucial. During some of these investigations, officers will take pictures and measurements in an attempt to depict the scene at a later time for court presentation. This can involve several hours of manpower.

With this project, the Police Department will be able to purchase a Faro Technologies, Inc. portable computer-aided 3D Laser Scanning System which allows the officers to replicate the scene for documentation with exact measuring of key points of interest, perspective, and evidence. This tool will allow the department to "dramatically reduce on-site measuring time and lower overall manpower costs." Faro Technologies Inc. is a sole source developer and manufacturer of the FOCUS 3D X Series Laser Scanners and SCENE software. The total cost of the project is approximately \$47,000.00

The Criminal Forfeiture Fund was established for any revenue generated from the seizure of assets of a suspect where the criminal case was investigated by KPD utilizing federal authorities (i.e. DEA, FBI, IRS, etc). The equitable sharing is between the federal agency and the Kingsport Police Department based on the percentage of participation during the investigation. These funds can be used by a law enforcement agency for law enforcement purposes only. One of the permissible uses allowed by the Department of Justice listed in the Guide for Equitable Sharing for State and Local Law Enforcement Agencies is for the purchase of law enforcement equipment (Section V, sub B, para. D).

#### Attachments:

1. Ordinance

Funding source appropriate and funds are available:

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

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

AN ORDINANCE TO AMEND THE CRIMINAL FORFEITURE FUND BUDGET FOR THE YEAR ENDING JUNE 30, 2015; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Criminal Forfeiture Fund budget be amended by appropriating funds in the amount of \$47,000 from the Criminal Forfeiture Fund Undesignated Fund Balance to the Criminal Forfeiture Fund operating budget for the to purchase a 3D Laser Scanning System.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b>Fund 126: Criminal Forfeiture Fund</b>			
<b>Revenues:</b>			
126-0000-392-0100 Fund Balance Appropriation	0	47,000	47000
<b>Totals:</b>	<b>0</b>	<b>47,000</b>	<b>47,000</b>
<b>Expenditures:</b>			
126-3020-442-3020 Operating Supplies & Tools	\$ 0	\$ 16,000	\$ 16,000
126-3020-442-9006 Purchases Over \$5,000	0	31,000	31,000
<b>Totals:</b>	<b>0</b>	<b>47,000</b>	<b>47,000</b>

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

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

ATTEST:

APPROVED AS TO FORM:

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

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

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

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



AGENDA ACTION FORM

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

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

Action Form No.: AF-92-2015  
Work Session: April 20, 2015  
First Reading: April 21, 2015

Final Adoption: May 5, 2015  
Staff Work By: Judy Smith  
Presentation By: Jeff Fleming

**Recommendation:**

Approve the ordinance.

**Executive Summary:**

This ordinance is a cleanup ordinance for various operating budgets and projects. It will allow us to close some old projects.

This ordinance will transfer \$348,601 from the Brickyard Park project to the Centennial Park project. The funds for the Brickyard Park project were to purchase Cement Hill. Those funds are no longer needed and the project is ready to close. The funds from the Legion Pool Demolition project in the amount of \$25,000 will be transferred to the Preston Forest Park Improvement project. The homeowners association has provided \$15,000 to the project. Funds in the amount of \$1,203 from the Traffic Equipment project will be transferred to the Pet Dairy project to complete the project; funds from the Borden Park Improvements project in the amount of \$45,500 will be transferred to the Library Improvements project to complete the installation of new windows for the library. The ILS system (Integrated Library Software system) project for the Library will be amended by appropriating a donation of \$6,332. Sullivan County and Washington County Libraries contributed \$3,166 each to the Integrated System.

(Executive Summary continued on next page.)

**Attachments:**

- 1. Ordinance

Funding source appropriate and funds are available: 

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

**AF: 92-2015**

**Executive Summary continued:**

The Storm Water fund will be amended by appropriating \$56,905 to the Reedy Creek Terrace Bridge project to provide a new pedestrian bridge across Reedy Creek from the existing greenbelt to the Reedy Creek Terrace Development just west of Eastman Road. The property will be donated to the city in exchange for the city to construct the pedestrian bridge.

The MPO Fund will be amended by transferring funds from the Granby/Lewis and University Blvd. resurfacing project by moving the remaining general fund matching dollars to the street resurfacing project and close the MPO project.

The MeadowView fund will be amended by appropriating \$90,000 from FF&E to provide funding for capital and equipment.

# PRE-FILED CITY RECORDER

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

AN ORDINANCE TO AMEND THE GENERAL PROJECT,  
GENERAL PROJECT SPECIAL REVENUE,  
MEADOWVIEW CONVENTION CENTER AND STORM  
WATER FUND BUDGETS BY TRANSFERRING FUNDS TO  
VARIOUS PROJECTS FOR THE YEAR ENDING JUNE 30,  
2015; AND TO FIX THE EFFECTIVE DATE OF THIS  
ORDINANCE

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

SECTION I. That the General Project Fund budgets be amended by transferring \$348,601 from the Brickyard Park project (GP1215) to the Centennial Park project (GP1533), from the Legion Pool Demolition project (GP1404) in the amount of \$25,000 to the Preston Forest Park Imp project (GP1532); and by appropriating funds in the amount of \$15,000 from the Homeowners Association to the Preston Forest Park project (GP1532); by transferring \$1,203 from the Traffic Equipment project (GP1406 to the Pet Dairy Property project (GP1204), by appropriating donations in the amount of \$6,332 to the ILS System (GP1505), by transferring \$29,934 from the Resurfacing Granby/Lewis Lane/University Blvd. project (MPO11B) to the Street Resurfacing project (NC1500), by transferring \$45,500 from the Borden Park Improvements project (GP1510) to the Library Improvements project (GP1400); and by amending the MeadowView Conference Center operating budget by appropriating \$90,000 from FF & E to fund capital and equipment.

Section II. That the Storm Water Fund budgets be amended by transferring funds from the Storm Water Fund Balance to the Reedy Creek Terrace Bridge project (ST1503) in the amount of \$56,905.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b><u>Fund 311: General Project Fund</u></b>			
<b><u>Brickyard Park (GP1215)</u></b>			
<b><u>Revenues:</u></b>			
311-0000-368-1040 Series 2011 GO Pub Imp	\$ 4,399	\$ 0	\$ 4,399
311-0000-368-1047 Series 2014A GO Bonds	319,493	(319,493)	0
311-0000-368-2101 Premium From Bond Sale	37,739	(29,108)	8,631
<b><i>Totals:</i></b>	<b>361,631</b>	<b>(348,601)</b>	<b>13,030</b>
<b><u>Expenditures:</u></b>			
311-0000-601-2020 Professional Consultant	\$ 0	\$ 1,350	\$ 1,350
311-0000-601-2023 Arch/Eng/Landscaping	1,350	(1,350)	0
311-0000-601-4041 Bond Sale Expense	11,681	(1)	11,680
311-0000-601-9003 Improvements	348,600	(348,600)	0
<b><i>Totals:</i></b>	<b>361,631</b>	<b>(348,601)</b>	<b>13,030</b>

**Fund 311: General Project Fund**  
**Centennial Park (GP1533)**

<b>Revenues:</b>	\$	\$	\$
311-0000-368-1047 Series 2014A GO Bonds	0	319,493	319,493
311-0000-368-2101 Premium From Bond Sale	0	29,108	29,108
<b>Totals:</b>	<b>0</b>	<b>348,601</b>	<b>348,601</b>

<b>Expenditures:</b>	\$	\$	\$
311-0000-601-2022 Construction Contracts	0	20,000	20,000
311-0000-601-2023 Arch/Eng/Landscaping	0	30,000	30,000
311-0000-601-9003 Improvements	0	298,601	298,601
<b>Totals:</b>	<b>0</b>	<b>348,601</b>	<b>348,601</b>

**Fund 311: General Project Fund**  
**Legion Pool Demolition (GP1404)**

<b>Revenues:</b>	\$	\$	\$
311-0000-368-1046 Series 2013B GO Pub Imp	100,000	(31,141)	68,859
311-0000-368-2101 Premium From Bond Sale	0	6,141	6,141
<b>Totals:</b>	<b>100,000</b>	<b>(25,000)</b>	<b>75,000</b>

<b>Expenditures:</b>	\$	\$	\$
311-0000-601-2022 Construction Contracts	100,000	(26,177)	73,823
311-0000-601-4041 Bond Sale Expense	0	1,177	1,177
<b>Totals:</b>	<b>100,000</b>	<b>(25,000)</b>	<b>75,000</b>

**Fund 311: General Project Fund**  
**Preston Forest Park Imp(GP1532)**

<b>Revenues:</b>	\$	\$	\$
311-0000-368-1030 From Non-Profit Groups	0	15,000	15,000
311-0000-368-1046 Series 2013B GO Pub Imp	0	25,000	25,000
<b>Totals:</b>	<b>0</b>	<b>40,000</b>	<b>40,000</b>

<b>Expenditures:</b>	\$	\$	\$
311-0000-601-9003 Improvements	0	40,000	40,000
<b>Totals:</b>	<b>0</b>	<b>40,000</b>	<b>40,000</b>

**Fund 311: General Project Fund**  
**Traffic Equipment (GP1406)**

<b>Revenues:</b>	\$	\$	\$
311-0000-368-1046 Series 2013B GO Pub Imp	297,100	(19,449)	277,651
311-0000-368-2101 Premium From Bond Sale	0	18,246	18,246
<b>Totals:</b>	<b>297,100</b>	<b>(1,203)</b>	<b>295,897</b>

<b>Expenditures:</b>	\$	\$	\$
311-0000-601-4041 Bond Sale Expense		0	3,494
311-0000-601-9001 Land	297,100	(4,697)	292,403
<b>Totals:</b>	<b>297,100</b>	<b>(1,203)</b>	<b>295,897</b>

**Fund 311: General Project Fund**  
**Pet Dairy Property Purch (GP1204)**

<b>Revenues:</b>	\$	\$	\$
311-0000-368-1040 Series 2011 GO Pub Imp	328,073	0	328,073
311-0000-368-2101 Premium From Bond Sale	4,283	0	4,283
311-0000-391-0100 From General Fund	15,483	1,203	16,686
311-0000-391-3300 From Eastman Annex Fund	19,057	0	19,057
<b>Totals:</b>	<b>366,896</b>	<b>1,203</b>	<b>368,099</b>

<b>Expenditures:</b>	\$	\$	\$
311-0000-601-2022 Construction Contracts	168	0	168
311-0000-601-2023 Arch/Eng/Landscaping	0	2,200	2,200
311-0000-601-4041 Bond Sale Expense	7,331	0	7,331
311-0000-601-9001 Land	3,895	0	3,895
311-0000-601-9003 Improvements	355,502	(997)	354,505
<b>Totals:</b>	<b>366,896</b>	<b>1,203</b>	<b>368,099</b>

**Fund 311: General Project Fund**  
**Borden Park Improvements (GP1510)**

<b>Revenues:</b>	\$	\$	\$
311-0000-368-1047 Series 2014A GO Bonds	458,251	(45,500)	412,751
311-0000-368-2101 Premium From Bond Sale	47,986	0	47,986
<b>Totals:</b>	<b>506,237</b>	<b>(45,500)</b>	<b>460,737</b>

<b>Expenditures:</b>	\$	\$	\$
311-0000-601-4041 Bond Sale Expense	6,237	0	6,237
311-0000-601-9003 Improvements	500,000	(45,500)	454,500
<b>Totals:</b>	<b>506,237</b>	<b>(45,500)</b>	<b>460,737</b>

**Fund 311: General Project Fund**  
**Library Improvements (GP1400)**

<b>Revenues:</b>	\$	\$	\$
311-0000-368-1041 Series 2012 C 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	51,500	45,500	97,000
311-0000-368-2101 Premium From Bond Sale	12,463	0	12,463
<b>Totals:</b>	<b>266,941</b>	<b>45,500</b>	<b>312,441</b>

**Expenditures:**

311-0000-601-2023 Arch/Eng/Landscaping	\$ 165,000	\$ 0	\$ 165,000
311-0000-601-4041 Bond Sale Expense	1,941	0	1,941
311-0000-601-9003 Improvements	100,000	45,500	145,500
<b>Totals:</b>	<b>266,941</b>	<b>45,500</b>	<b>312,441</b>

**Fund 311: General Project Fund**

**ILS System (GP1505)**

**Revenues:**

311-0000-364-3000 From Non-Profit Groups	\$ 0	\$ 6,332	\$ 6,332
311-0000-391-0100 From General Fund	25,000	0	25,000
<b>Totals:</b>	<b>25,000</b>	<b>6,332</b>	<b>31,332</b>

**Expenditures:**

311-0000-601-9006 Purchases Over \$5,000	\$ 25,000	\$ 6,332	\$ 31,332
<b>Totals:</b>	<b>25,000</b>	<b>6,332</b>	<b>31,332</b>

**Fund 457: Storm Water Fund**

**ReedyCreekTerrBridge(ST1503)**

**Revenues:**

457-0000-391-9500 From Storm Water Fund	\$ 0	\$ 56,905	\$ 56,905
<b>Totals:</b>	<b>0</b>	<b>56,905</b>	<b>56,905</b>

**Expenditures:**

457-0000-622-2023 Arch/Eng/Landscaping	\$ 0	\$ 15,000	\$ 15,000
457-0000-622-2022 Construction Contracts	0	41,905	41,905
<b>Totals:</b>	<b>0</b>	<b>56,905</b>	<b>56,905</b>

**Fund 417: Storm Water Fund**

**Revenues:**

417-0000-392-0100 Fund Appropriations	\$ 434,269	\$ 56,905	\$ 491,174
<b>Totals:</b>	<b>434,269</b>	<b>56,905</b>	<b>491,174</b>

**Expenditures:**

417-6996-696-7605 Storm Water Project	\$ 550,000	\$ 56,905	\$ 606,905
<b>Totals:</b>	<b>550,000</b>	<b>56,905</b>	<b>606,905</b>

**Fund 122: MPO Fund**

**Resrf Granby/Lewln/Unibvd (MPO11B)**

**Revenues:**

122-0000-337-5210 FHWA/TN FHWA 80%	\$ 1,175,423	\$ 0	\$ 1,175,423
122-0000-391-0100 From General Fund	448,906	(29,934)	418,972

<b>Totals:</b>	<b>1,624,329</b>	<b>(29,934)</b>	<b>1,594,395</b>
<b>Expenditures:</b>	\$	\$	\$
122-0000-609-2010 Advertising & Publication	303	0	303
122-0000-609-2022 Construction Contracts	1,505,847	403	1,506,250
122-0000-609-2023 Arch/Eng/Landscaping	118,179	(30,337)	87,842
<b>Totals:</b>	<b>1,624,329</b>	<b>(29,934)</b>	<b>1,594,395</b>

**Fund 110: General Fund**

<b>Expenditures:</b>	\$	\$	\$
110-4804-480-7052 To MPO Fund	48,660	(29,934)	18,726
110-4804-481-7035 To Gen Proj-Spec Rev Fund	269,857	29,934	299,791
<b>Totals:</b>	<b>318,517</b>	<b>0</b>	<b>318,517</b>

**Fund 111: General Project Special Revenue Fund**

<b>Street Resurfacing (NC1500)</b>			
<b>Revenues:</b>	\$	\$	\$
111-0000-391-01-00 From General Fund	244,336	29,934	274,270
<b>Totals:</b>	<b>244,336</b>	<b>29,934</b>	<b>274,270</b>

<b>Expenditures:</b>	\$	\$	\$
111-0000-601-2022 Construction Contracts	237,672	29,934	267,606
111-0000-601-2023 Arch/Eng/Landscaping	6,664	0	6,664
<b>Totals:</b>	<b>244,336</b>	<b>29,934</b>	<b>274,270</b>

**Fund 420: MeadowView Fund**

<b>Revenues:</b>	\$	\$	\$
420-0000-375-6001 Furn Fixture & Equip Fees	198,600	90,000	288,600
<b>Totals:</b>	<b>198,600</b>	<b>90,000</b>	<b>288,600</b>

<b>Expenditures:</b>	\$	\$	\$
420-5001-501-9003 Improvements	0	50,953	50,953
420-5001-501-9006 Purchases Over \$5,000	50,000	39,047	89,047
<b>Totals:</b>	<b>50,000</b>	<b>90,000</b>	<b>140,000</b>

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

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





**AGENDA ACTION FORM**

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

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

Action Form No.: AF-71-2015  
Work Session: April 6, 2015  
First Reading: April 7, 2015

Final Adoption: **April 21, 2015**  
Staff Work By: Justin Steinmann  
Presentation By: Justin Steinmann

**Recommendation:**

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

**Executive Summary:**

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

**Attachments:**

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

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



## AGENDA ACTION FORM

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

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

Action Form No.: AF-71-2015  
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This zoning text amendment (ZTA) proposes amendments to the B-2 zone, including changes to permitted uses; new requirements regarding drive-throughs, windows, cladding, mechanical equipment and sidewalks; updated signage requirements; more flexible parking requirements; and parking lot screening requirements. During their March 2015 regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation to approve this zoning text amendment to the Board of Mayor and Aldermen. The Notice of Public Hearing was published on March 23, 2015.

#### Attachments:

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

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

## **NOTICE OF PUBLIC HEARING**

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

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

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

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

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

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

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

(a) *Principal uses.* Principal uses permitted in the B-2, Central Business District are as follows:

- (1) Establishments retailing goods and merchandise such as food, groceries, clothing, hardware, toiletries, furniture and furnishings, gasoline, meals, vehicles, boats, trailers, jewelry, appliances and similar items.
- (2) Financial offices.
- (3) Residential, except single-family detached dwellings.
- (4) Establishments for the sale or provision of personal appearance or care, finance, insurance, real estate, clothing and goods repair, offices, printing, parking, entertainment, recreation, hotels, motels, educational institutions, food and drink, brewpubs, craft breweries, distilleries, wineries.
- (5) On-premises and off-premises alcoholic beverage sales.

(b) *Accessory uses.* Accessory uses which are accessory, incidental and subordinate to principal uses are permitted in the B-2 district as follows: wholesaling, warehousing and light industry when accessory and incidental to a retailing or service activity. Storage is permitted when accessory and incidental to a residential use.

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

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

- (1) Land intensive uses, as opposed to people intensive uses, such as industry and manufacturing.
- (2) Truck terminals and freight yards.
- (3) Outdoor and land intensive recreation such as drive-in theaters, car dealerships, racetracks, scrap yards or junkyards, lumberyards, animal hospitals and boarding facilities, stockyards and flour mills, and ministorage facilities.

(e) *Dimensional requirements.* The minimum and maximum dimensional requirements for the B-2 district are as follows:

- (1) *Minimum requirements.* No requirements are applicable to this district.
- (2) *Maximum permitted.*

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

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

(f) *Design Requirements.*

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

(f) *Signs.*

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

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

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

(g) *Parking.*

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

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

(a) Onsite.

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

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

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

See Section 114-194.

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

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

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

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

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

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



Introduction:

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

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

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

Presentation:

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

Key points:

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

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

Changes to Article III, Section 114-194:

(a) *Principal uses.* Principal uses permitted in the B-2, Central Business District are as follows:

- (1) Establishments retailing goods and merchandise such as food, groceries, clothing, hardware, toiletries, furniture and furnishings, gasoline, meals, vehicles, boats, trailers, jewelry, appliances and similar items.
- (2) Financial offices.
- (3) Residential, except single-family detached dwellings.
- (4) Establishments for the sale or provision of personal appearance or care, finance, insurance, real estate, clothing and goods repair, offices, printing, parking, entertainment, recreation, hotels, motels, educational institutions, food and drink, brewpubs, craft breweries, distilleries, wineries.
- (5) On-premises and off-premises alcoholic beverage sales.

(b) *Accessory uses.* Accessory uses which are accessory, incidental and subordinate to principal uses are permitted in the B-2 district as follows: wholesaling, warehousing and light industry when accessory and incidental to a retailing or service activity. Storage is permitted when accessory and incidental to a residential use.

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

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

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

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

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

(f) *Design Requirements.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) Onsite.

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

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

Changes to Article IV, Sec 114-533:

See Section 114-194.

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

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

Changes to Article IV, Sec 114-535:

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

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

Changes to Article VI, Sec 114-563:

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

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

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

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



**AGENDA ACTION FORM**

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

To: Board of Mayor and Aldermen  
 From: Jeff Fleming, City Manager *[Signature]*

Action Form No.: AF-83-2015  
 Work Session: April 6, 2015  
 First Reading: April 7, 2015

Final Adoption: **April 21, 2015**  
 Staff Work By: David Frye  
 Presentation By: David Frye

**Recommendation:**

Approve the ordinance.

**Executive Summary:**

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

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

**Attachments:**

1. Ordinance
2. BOE Budget Amendment Number Four

Funding source appropriate and funds are available: *[Signature]*

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



**AGENDA ACTION FORM**

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

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

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

**Recommendation:**  
 Approve the ordinance.

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

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

- Attachments:**
1. Ordinance
  2. BOE Budget Amendment Number Four

Funding source appropriate and funds are available: *JFleming*

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

ORDINANCE NO. \*\*\*\*

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

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

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

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b>Fund 141: School Fund</b>			
<b>Revenues:</b>	\$	\$	\$
141-0000-337-7143 Ed of the Handicapped Act	0	36,755	36,755
141-0000-338-6980 Other State Grants	0	3,997	3,997
141-0000-369-4990 Other Local Revenue	158,000	59,110	217,110
141-0000-392-0100 Fund Balance Appropriations	1,259,139	300,000	1,559,139
<b>Totals:</b>	<b>1,417,139</b>	<b>399,862</b>	<b>1,817,001</b>

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

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

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

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

ATTEST:

APPROVED AS TO FORM:

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

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

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

March 17, 2015

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

**GENERAL PURPOSE SCHOOL FUND**

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

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

**ITEM TWO: STUDENT COMPUTER REPAIR FUNDS**

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

**ITEM TEN: STUDENT TICKET SUBSIDY GRANT**

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

**ITEM FOUR: NISWONGER GRANT FUNDS**

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

**ITEM FIVE: FUND BALANCE APPROPRIATION**

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

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

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

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

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

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



**AGENDA ACTION FORM**

**Agreement with Verizon Wireless in Order to Provide Quality Cellular Service During Fun Fest**

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

Action Form No.: AF-84-2015  
 Work Session: April 20, 2015  
 First Reading: N/A

Final Adoption: April 21, 2015  
 Staff Work By: Kitty Frazier  
 Presentation By: Morris Baker

**Recommendation:**

Approve the resolution.

**Executive Summary:**

Verizon Wireless wishes to support Kingsport Fun Fest 2015 by providing a mobile cell wheels unit "COW" during the Festival. This unit will increase the network capacity within the Fort Henry area/DB so that customers at the festival will have better cellular service. The unit will be placed in the parking lot of the Civic Auditorium. Verizon Wireless will be totally responsible for all installation, maintenance and security of the unit while it is on City property. Verizon Wireless was the provider of this same service during the 2014 Festival.

**Attachments:**

- Resolution

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

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

A RESOLUTION APPROVING AN AGREEMENT WITH VERIZON WIRELESS, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, Verizon Wireless would like to support Funfest 2015 by providing a mobile cell wheels unit during the festival; and

WHEREAS, the cell wheels unit will increase the network capacity within the Fort Henry/Dobyns Bennett area so the customers at the festival will have better cellular service; and

WHEREAS, the unit will be placed in the Civic Auditorium parking lot.

Now therefore,

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

SECTION I. That an agreement with Verizon Wireless for the mobile cellular network unit allowing temporary placement of the unit in the parking lot at the Civil Auditorium 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, the agreement with Verizon Wireless 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:

Licensee Site Name: Kingsport Fun Fest

Licensee Location Number: 300076

AGREEMENT

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2015, between the **City of Kingsport**, with a mailing address of City Hall, Kingsport, Tennessee 37660, hereinafter referred to as "**Licensor**" and **Verizon Wireless Tennessee Partnership db/a Verizon Wireless**, with a mailing address of One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter referred to as "**Licensee**".

1. Licensor does hereby grant unto Licensee a license to use a 30' by 35' parcel located at 1550 Fort Henry Drive, Kingsport, Sullivan County, Tennessee and being part of Tax Parcel 061D, Group J, Parcel 4.00 as shown on the tax map of the Assessor's Office of Sullivan County, Tennessee (the "**Property**"), together with the right to install and operate on the Property a communications facility ("**Facility**"). The Licensor also grants unto the Licensee the non-exclusive right-of-way for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks. Said right-of-way and Property are generally depicted on **Exhibit A**, attached hereto and made a part hereof. Further, the Licensee shall have the right to install and maintain conduits, pipes, fiber, cables and wires to its Facility within the Property as necessary to supply utility service and power to the Facility or as otherwise needed to service the Facility as reasonably determined by Licensee. Licensee may install and maintain a temporary diesel generator on the Property to supply utility service and power to the Facility. Licensee's Facility will be a temporary site and will not breach the asphalt surface of Licensor's property.

2. The term of this Agreement shall be for the period from June 22, 2015 to July 23, 2015.

3. In consideration for the rights granted herein, Licensor's Property will receive the benefits of enhanced wireless communications arising from operation of the Facility.

4. Licensee reserves the right to terminate this Agreement on thirty (30) days written notice and upon such termination, Licensee will remove all of its equipment and improvements and restore the Property to its original condition.

5. Licensee shall indemnify and hold Licensor harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of Licensee, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of Licensor, or its employees, contractors or agents. Licensee shall maintain at its own expense during the term of this Agreement, commercial general liability insurance with a combined single limit of \$1,000,000.00 for bodily injury and property damage. The Licensee shall provide a certificate of insurance to the Licensor as proof of said coverage. Except with respect to the indemnification set forth in this paragraph, neither party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

6. Licensor covenants that Licensee, upon performing the covenants set forth herein, shall peacefully and quietly have, hold and enjoy the Property. Further, Licensor covenants that Licensor is seized of good and sufficient title and interest to the Property and has full authority to enter into this Agreement.

7. This Agreement may be sold, assigned or transferred by Licensee to Licensee's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Licensee's assets the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization, without the consent of the Licensor. As to any other parties, any sale, assignment or transfer must be with the written consent of the Licensor, which consent will not be unreasonably withheld.

8. All notices hereunder must be in writing and shall be sent certified mail, return receipt requested, to:

Licensor: City of Kingsport  
Attention: City Manager 225 West Center Street  
Kingsport, Tennessee 37660

with a copy to:

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

Licensee: Verizon Wireless Tennessee Partnership  
d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, New Jersey 07921  
Attention: Network Real Estate

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 21st day of April, 2015.

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

ATTEST:

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

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



AGENDA ACTION FORM

**Authorizing the Issuance of a Purchase Order to Insight Public Sector for the Purchase of Laptops for Sixth Grade Students in the Kingsport City School System**

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

Action Form No.: AF-89-2015  
Work Session: April 20, 2015  
First Reading: N/A

Final Adoption: April 21, 2015  
Staff Work By: Committee  
Presentation By: John Payne

**Recommendation:**

Approve the resolution.

**Executive Summary:**

Kingsport City Schools recommend purchasing 630 each Dell Latitude 3340 laptops for the incoming FY16 sixth grade students in the Kingsport City School system at \$604.66 each for a total cost of \$380,935.80.

The pricing offered is based upon the contract award to Insight Public Sector through U.S. Communities. U.S. Communities is the leading national government cooperative purchasing program, providing procurement resources and solutions to local and state government agencies. The City of Kingsport has participated in the U.S. Communities cooperative since 2005.

With U.S. Communities, agencies can utilize competitively solicited contracts to help save time and resources while still meeting purchasing requirements. All cooperative purchasing contracts from U.S. Communities have been competitively solicited by a lead public agency and meet rigorous cooperative standards and supplier commitments. Each supplier commits to delivering their best overall government pricing so that the City of Kingsport can buy with confidence.

Funding will come from account number 141-7161-711-07-22.

**Attachments:**

- 1. Resolution
- 2. Quote
- 3. Recommendation

Funding source appropriate and funds are available: 

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

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

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR 630 DELL LATITUDE 3340 LAPTOP COMPUTERS TO INSIGHT PUBLIC SECTOR FOR SIXTH GRADE STUDENTS IN THE KINGSPORT CITY SCHOOLS

WHEREAS, the Kingsport City Schools would like to purchase 630 Dell Latitude 3340 laptops for the sixth grade students in the Kingsport City School system from Insight Public Sector; and

WHEREAS, the computers cost \$604.66 each for a total cost of \$380,935.80; and

WHEREAS, the city is a member of U.S. Communities, a cooperative purchasing group that allows the city to purchase goods and services directly from holders of contracts with the network without conducting the bidding process, as authorized by T.C.A. Section 12-3-1009; and

WHEREAS, Insight Public Sector has a contract with U.S. Communities; and

WHEREAS, in order to purchase the computers a purchase order must to be executed to Insight Public Sector in the amount of \$380,935.80; and

WHEREAS, funding is available in account number 141-7161-711-07-22.

Now therefore,

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

SECTION I. That the city manager is authorized to execute a purchase order to Insight Public Sector for the purchase 630 Dell Latitude 3340 laptops for the sixth grade students in the Kingsport City School system from Insight Public Sector.

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 21<sup>st</sup> day of April, 2015.

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

ATTEST:

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

APPROVED AS TO FORM:

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



Insight Public Sector SLED  
 6820 S HARL AVE  
 TEMPE AZ 85283-4318  
 Tel: 800-467-4448

**SOLD-TO PARTY**

City of Kingsport  
 225 W CENTER ST  
 KINGSPORT TN 37660-4265  
 USA

**SHIP-TO ADDRESS**

City of Kingsport  
 225 W CENTER ST  
 KINGSPORT TN 37660-4265  
 USA

**Quotation**

<b>Quotation Number</b>	<b>216583522</b>	<b>Creation Date</b>	<b>19-MAR-2015</b>
<b>PO Number</b>	: (630) UPCOMING SIXTH GRADERS		
<b>PO Release</b>	:		
<b>Customer No.</b>	: 10384129		
<b>Sales Rep</b>	: Ashley McDonald		
<b>Email</b>	: amcdona1@insight.com		
<b>Telephone</b>	: 8004674448	X	5290
<b>Sales Rep 2</b>	: Katherine Scozzafave		
<b>Email</b>	: kscozzaf@insight.com		
<b>Telephone</b>	: 4804096827	X	N/A

deliver according to the following terms:

**Payment Terms** : Credit Card  
**Ship Via** : Insight Assigned Carrier / Ground  
**Terms of Delivery** : FOB DESTINATION  
**Currency** : USD

In order for Insight to accept Purchase Orders against this contract and honor the prices on this quote, your agency must be registered with U.S. Communities. Our sales teams would be happy to assist you with your registration. Please contact them for assistance -- the registration process lasts less than five minutes.

Material	Description	Quantity	Unit Price	Extended Price
701424852	CTYKP-DELL LATITUDE 3340 (210-ABYW)	630	604.66	380,935.80

U.S. COMMUNITIES IT PRODUCTS & SERVICES( # 4400001195 (RQ09-997736-42B))

**Product Subtotal 380,935.80**



Quotation Number/ Creation Date

216583522 / 19-MAR-2015

Tax	0.00
Total	380,935.80

**PURCHASE ORDER REQUIREMENTS:**

Shipping Confirmed FOB Insight

Quote Number :216583522

Purchase Order Number : \_\_\_\_\_

Authorized by/Title : \_\_\_\_\_ (please print)

Authorized Signature : \_\_\_\_\_ Date : \_\_\_\_\_

Thank you for considering Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Ashley McDonald  
8004674448 Ex 5290  
amcdona1@insight.com  
Fax: 480760-8991  
Katherine Scozzafave  
4804096827 Ex N/A  
kscozzaf@insight.com  
Fax: 480760-9161



Quotation Number/ Creation Date

216583522 / 19-MAR-2015

U.S. Communities IT Products, Services and Solutions Contract No.  
4400001195 (RQ09-997736-42B)

Insight Public Sector (IPS) is proud to be a contract holder for the  
U.S. Communities Technology Products and Technology Services/Solutions  
Contract.

This competitively solicited contract is available to participating  
agencies of the U.S. Communities Government Purchasing Alliance. U.S.  
Communities assists local and state government agencies, school  
districts (K-12), higher education, and nonprofits in reducing the cost  
of purchased goods by pooling the purchasing power of public agencies  
nationwide. This is an optional use program with no minimum volume  
requirements and no cost to agencies to participate.

In order for Insight to accept Purchase Orders against this contract and  
honor the prices on this quote, your agency must be registered with U.S.  
Communities. Our sales teams would be happy to assist you with your  
registration. Please contact them for assistance -- the registration  
process lasts less than five minutes.

Thanks for choosing Insight!

**Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative  
for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.**

Subject to IPS Terms & Conditions online unless purchase is being made pursuant to a separate written agreement in which case  
the terms and conditions of the separate written agreement shall govern.

<https://www.ips.insight.com/us/en/terms-conditions/terms-of-sale-products.html>

The Kingsport City Schools Board of Education approved the purchase of laptops for incoming sixth grade students at Robinson and Sevier middle schools. 630 laptops will be purchased for the continuation of the 1:1 computer program. As part of the program students will be allowed to take computers home to complete assignments and extend the school day.

Dell Latitude 3340 laptops are the devices chosen for the program. The laptops will be purchased using the US Communities contract with Insight Public Sector as the vendor. The laptops will cost \$604.66 each for a total cost of approximately \$381,000.

The \$381,000 will come from the school system fund balance account number 141-7161-711-07-22.

John Payne  
Director of Technology  
Kingsport City Schools



**AGENDA ACTION FORM**

**Awarding the Bid for the Purchase of Chlorine to Brenntag Mid-South, Inc., Zinc Orthophosphate to Carus Corporation, Coagulant to Gulbrandsen Manufacturing, Inc. and Polymer to Coastal Water Technology, LLC**

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

Action Form No.:	AF-86-2015	Final Adoption:	April 21, 2015
Work Session:	April 20, 2015	Staff Work By:	Committee
First Reading:	N/A	Presentation By:	R. McReynolds;

**Recommendation:**  
 Approve the resolution.

**Executive Summary:**  
 Bids were opened on March 25, 2014 for the purchase of various chemicals for use by the Filter Plant and Wastewater Treatment Plant. The City's Invitation to Bid included a renewal option clause which allows the city to renew the award for an additional 12 month period if costs are acceptable to both parties with BMA approval. It is the recommendation of the Water/WW Facilities Manager to extend the following chemical purchases for an additional 12 month period as follows:

Chlorine to Brenntag Mid-South, Inc. @ a cost of \$.154 per pound or \$308.00 per Ton. The estimated annual cost for chlorine is \$50,000.00. There is no increase over previous year's cost.

Zinc Orthophosphate to Carus Corporation @ a cost of \$.376 per pound. The estimated annual cost for Zinc Orthophosphate is \$36,000.00. This is a 3% increase over last year's pricing due to a rise in raw material cost.

(Executive Summary continued on next page.)

- Attachments:**
1. Resolution
  2. Bid Opening Minutes
  3. Recommendation Memo
  4. Renewal Letters

Funding source appropriate and funds are available: 

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

**AF 86-2015**

**Executive Summary continued**

Coagulant to Gulbrandsen Mfg. Inc., @ a cost of \$.324 per pound for 45,000 pounds delivered or \$.356 per pound for 20,000 pounds delivered. The estimated annual cost for coagulant is \$90,000.00. There is no increase over previous year's cost.

Polymer to Coastal Water Technology, LLC @ a cost of \$1.14 per pound. The estimated annual cost for Polymer is \$70,000.00. There is no increase over previous year's cost.

The time frame for these renewals is May 1, 2014 through April 30, 2015.

Funding is identified in water and sewer fund operating expense accounts.

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

A RESOLUTION AWARDED THE BID FOR PURCHASE OF CHLORINE TO BRENNTAG MID-SOUTH, INC.; FOR ZINC ORTHOPHOSPHATE TO CARUS CORPORATION; FOR COAGULANT TO GULBRANDSEN MANUFACTURING, INC.; AND FOR POLYMER TO COASTAL WATER TECHNOLOGY, LLC AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

WHEREAS, on March 23, 2015, bids were opened for the purchase of various chemicals for use by the Filter Plant and Wastewater Treatment Plant; and

WHEREAS, upon review of the bids, the board finds Brenntag Mid-South, Inc. is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to purchase Chlorine at a cost of \$.154 per pound or \$308.00 per ton, with an estimated annual cost of \$50,000.00 from Brenntag Mid-South, Inc; and

WHEREAS, upon review of the bids, the board finds Carus Corporation is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to purchase zinc orthophosphate at a cost of \$.376 per pound with an estimated annual cost of \$36,000.00 from Carus Corporation; and

WHEREAS, upon review of the bids, the board finds Gulbrandsen Manufacturing, Inc. is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to purchase Gulbrandsen Coagulant at a cost of \$.324 per pound for 45,000 gallons delivered and \$.356 per pound for 20,000 pounds delivered, with an estimated annual cost of \$90,000.00 from Gulbrandsen Manufacturing, Inc.; and

WHEREAS, upon review of the bids, the board finds Coastal Water Technology, LLC is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to purchase polymer at a cost of \$1.14 per pound, with an estimated annual cost of \$70,000.00 from Coastal Water Technology, LLC; and

WHEREAS, funding is identified in water and sewer fund operating expense accounts;

Now therefore,

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

SECTION I. That the bid for chlorine is awarded to Brenntag Mid-South, Inc. at a cost of \$.154 per pound or \$308.00 per ton, with an estimated annual cost of \$50,000.00 for use by the Filter Plant and the city manager is authorized to execute purchase orders up to \$50,000.00 for the same, as needed.

SECTION II. That the bid for zinc orthophosphate is awarded to Carus Corporation at a cost of \$.376 per pound, with an estimated annual cost of \$36,000.00 for use by the Filter Plant and the city manager is authorized to execute purchase orders up to \$36,000.00 for the same, as needed.

SECTION III. That the bid for coagulant is awarded to Gulbrandsen Manufacturing, Inc. for Gulbrandsen Coagulant at a cost of \$.324 per pound for 45,000 gallons delivered and \$.356 per pound for 20,000 pounds delivered, with an estimated annual cost of \$90,000.00 for use by the Filter Plant and the city manager is authorized to execute purchase orders up to \$90,000.00 for the same, as needed.

SECTION IV. That the bid for polymer is awarded to Coastal Water Technology, LLC at a cost of \$1.14 per pound, with an estimated annual cost of \$70,000.00 for use by the Filter Plant and the city manager is authorized to execute purchase orders up to \$70,000.00 for the same, as needed.

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 21st day of April, 2015.

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

ATTEST:

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

APPROVED AS TO FORM:

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

MILWAUKEE  
 BID OPENING  
 March 25, 2014 - 4:00 P.M.

Present: Brent Morelock, Assistant Procurement Manager; and Lisa Range, Assistant Procurement Manager, Schools

The Bid Opening was held in the Council Room, City Hall. The Assistant Procurement Manager opened with the following bids:

WATER AND WASTEWATER CHEMICALS							
Vendor:	Liquid Chlorine:	Zinc Orthophosphate:	Hydrofluorosilicic Acid 23%:	Gulbrandsen 6801 2,000 Gal.:	Gulbrandsen 6801 4,000 Gal.:	CWT ST-600 Coastal Polymer:	Period of Time Prices Firm For:
*Hercules, Inc.	No Bid	No Bid	No Bid	No Bid	No Bid	\$1.20	1 Year
Brenntag Mid-South, Inc.	\$308.00/Ton	\$ .405/Lb. Aquapure ZOP 737	No Bid	\$.47/Lb.	\$.43/Lb. Brennfloc CC2358	No Bid	05/01/14 – 04/30/15
DPC Enterprises	\$404.00/Ton	No Bid	No Bid	No Bid	No Bid	No Bid	1 Year – 04/30/15
Greenway Products, Inc.	No Bid	\$1.15	No Bid	No Bid	No Bid	No Bid	1 Year
Univar USA, Inc.	No Bid	No Bid	\$.255/Lb.	No Bid	No Bid	No Bid	1 Year
Gulbrandsen Technologies, Inc.	No Bid	No Bid	No Bid	\$.356/Lb.	\$.324/Lb.	No Bid	05/01/14 – 04/30/15
Carus Corporation	No Bid	\$.365	No Bid	No Bid	No Bid	No Bid	1 Year
Mosaic Crop Nutrition, LLC	No Bid	No Bid	\$.263/Lb.	No Bid	No Bid	No Bid	Orders Shipped through 04/30/15
Polydyne, Inc.	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	N/A
Pencco, Inc.	No Bid	No Bid	\$.196	No Bid	No Bid	No Bid	1 Year
SAL Chemical	No Bid	\$.728/Lb.	No Bid	No Bid	No Bid	No Bid	1 Year
American Development Corp.	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	N/A
Shannon Chemical Corp.	No Bid	\$.463/Lb.	No Bid	No Bid	No Bid	No Bid	1 Year
JCI Jones Chemicals	\$420.00/Ea.	No Bid	No Bid	No Bid	No Bid	No Bid	1 Year
Key Chemical, Inc.	No Bid	No Bid	\$.199/Lb.	No Bid	No Bid	No Bid	1 Year
GEO Specialty Chemicals	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	N/A
Coastal Water Technology, LLC	No Bid	No Bid	No Bid	No Bid	No Bid	\$1.14/Lb.	12 Months

\*Adam Karakas ran trials on March 20, 2014 and Praestol K260FL is pre-qualified.

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



## Memo

**To:** Brent Morelock, Assistant Procurement Manager  
**From:** Niki Ensor, W/WW Facilities Manager  
**Date:** April 7, 2015  
**Re:** 2015 Chemical Renewal

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It is the recommendation of the water treatment plant staff to renew the City's contract with the following vendors:

Brenntag (chlorine) – no change in pricing

Carus (zinc orthophosphate) – Three percent increase over previous year's pricing due to rise in raw materials cost.

Gulbrandsen Inc (6801 coagulant) – no change in pricing

Polymer – no change in pricing

ConnectingChemistry



March 24, 2015

Brent Morelock  
Assistant Procurement Manager  
City of Kingsport  
225 West Center Street  
Kingsport, TN 37660

Dear Brent,

Brenntag will be able to roll the pricing we submitted on the previous chemical bid for the next fiscal year. Please accept this letter as documentation of this offer.

Ton Cylinder's of Chlorine-\$.154/lb  
150 lb Cylinders of Chlorine-\$.61/lb

If you should need anything further please let me know.

Regards,

Rob McKenzie  
Sales Representative  
Brenntag Mid-South

Brenntag Mid-South, Inc.  
355 Pottertown Road  
Midway, TN 37809



March 25, 2015

Mr. Brent Morelock  
Assistant Procurement Manager  
City of Kingsport  
Kingsport, TN

Sent via E-mail: [brentmorelock@kingsporttn.gov](mailto:brentmorelock@kingsporttn.gov)

Subject: Re: Contract Extension for the purchase of GPAC 6801

Dear Mr. Morelock;

Thank you for your time on the phone call. As discussed we would like to accept your offer of extending the Gulbrandsen GPAC 6801 contract for another year at the existing price.

The pricing will remain unchanged i.e.:

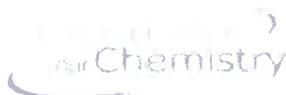
- **Product Gulbrandsen GPAC 6801**  
Packaging: Bulk (45,000/lbs./Delivered)  
Annual Qty: 250,000 lbs. **\$0.324 per pound**  
Delivery Location: Kingsport, TN  
Contract Period May 1st 2015 to April 30<sup>th</sup> 2016
- **Product Gulbrandsen GPAC 6801**  
Packaging: Bulk (20,000/lbs./Delivered)  
Annual Qty: 250,000 lbs. **\$0.356 per pound**  
Delivery Location: Kingsport, TN  
Contract Period May 1st 2015 to April 30<sup>th</sup> 2016

We will look forward to an acceptance acknowledgement for our records.

Please feel free to contact me if you have any questions. We appreciate your business and look forward to continuing to serve the needs of City of Kingsport, TN.

Regards,

Jim Kane | Business Manager, Core Business  
Gulbrandsen Technologies | 1 Riverside Way | Phillipsburg, NJ 08865  
Ph.: [724-940-2448](tel:724-940-2448) | Cell: [908-329-4846](tel:908-329-4846) | Email: [jkane@gulbrandsen.com](mailto:jkane@gulbrandsen.com)  
[www.gulbrandsen.com](http://www.gulbrandsen.com)



Gulbrandsen Technologies | 2 Main Street | Clinton, New Jersey 08809  
[www.gulbrandsen.com](http://www.gulbrandsen.com)



# Coastal Water Technology, LLC

March 11, 2015

Brent Morelock  
Assistant Procurement Manager  
City of Kingsport  
620 Industry Dr  
Kingsport, TN 37660

**Re: Proposal to Extend Polymer Contract Fiscal Year 2015-2016**

Thank you, on behalf of Coastal Water Technology and myself for the opportunity to supply your facility with our CWT ST 600 line of cationic emulsion flocculent. Our goal is to provide the highest quality and most cost effective product in the industry. In appreciation for your loyalty, and with the significant treatment advantage from the last polymer performance trials, Coastal Water Technology would like to extend to the City of Kingsport the current contract pricing of \$1.14/LB.

Thank you for the opportunity and below is a recap of the original proposal.

<b>Application:</b>	<b>Centrifuge</b>
<b>Product:</b>	<b>CWT St 600</b>
<b>Price:</b>	<b>\$1.14/ LB</b>
<b>Packaging:</b>	<b>Tote Bin 2300lbs net weight</b>
<b>FOB:</b>	<b>Kingsport, TN</b>
<b>Terms:</b>	<b>Net 30 days from delivery</b>
<b>Period:</b>	<b>May 1, 2015 – April 30, 2016</b>
<b>Delivery:</b>	<b>7-10 working days from order</b>

In conclusion, feel free to phone 1-843-222-9114 for any concerns.

Sincerely,

W. Patrick Matthews  
Product Manager

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PO Box 789 • 854 Knoll Drive • Little River • South Carolina • 29566  
Phone 843-222-9114 • email: cwt.matthews52@gmail.com



March 10, 2015

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

RE: Bid for Zinc Orthophosphate

Dear Mr. Morelock,

At Carus Corporation, we appreciate the opportunity to provide high quality products along with excellent technical support at a competitive price to the drinking water industry.

We have been pleased to serve the City of Kingsport under the terms and conditions of the invitation for Bid for Zinc Orthophosphate (CARUS™ 3280). Pursuant to the "Pricing" section of the solicitation, we respectfully request a price adjustment. Due to the change in market prices of raw materials, we seek to adjust the price effective **May 1, 2015 as follows:**

<b>Original price:</b>	<b>\$ .365/lb.</b>
<b>Requested Price:</b>	<b>\$ .376/lb.</b>
<b>Increase:</b>	<b>\$ .011/lb. or a 3% adjustment</b>

As justification for the price relief, please find copies of raw material supplier's price increase announcements dated April 2014 along with the producers price indexes according to the Bureau of Labor Statistics.

We appreciate our relationship and your commitment to Carus Corporation and look forward to continued success with our products. If have questions or need additional information, please do not hesitate to contact me at 815-224-6593 or [barbie.smith@caruscorporation.com](mailto:barbie.smith@caruscorporation.com)

Sincerely,

Barbie Smith  
Bid Manager  
**Carus Corporation**  
P: 815-224-6593  
C: 815-252-1707  
[barbie.smith@caruscorporation.com](mailto:barbie.smith@caruscorporation.com)

Carus Corporation  
225 West Center Street  
Kingsport, TN 37660  
Phone: 815-224-6593  
Fax: 815-252-1707  
www.caruscorp.com



April 17, 2014

Dear valued customer,

***PCS SALES (USA), INC. – Phosphoric Acid & Potassium Phosphates Price Schedule***

For all shipments on or after May 1, 2014, PCS Sales will increase the price of our Food and Technical grade Purified Phosphoric Acid \$3.00 per cwt. This price change is reflective of strengthening Phosphate Market conditions in North America and Worldwide. A price schedule has been included for your records.

We value your business and the supply relationship that we have with your company. Your PCS Sales representative will be in contact with you in the near future to discuss the market conditions that influence our pricing decisions.

Sincerely,

Troy L. Emy  
VP, Industrial Sales  
PotashCorp

/eis



April 30, 2014

**Important Notice of Price Adjustment**

Dear Chris,

For orders placed or shipped as of May 15, 2014, or as contract terms permit, ICL is increasing the off-list price of all grades of phosphate salts and ortho phosphoric acid. Your account manager will be contacting you to discuss the price increase in more detail.

This increase is necessary to recover rising material costs and to support investments in our business to ensure exceptional quality and service.

ICL, a leading global producer of high quality phosphoric acid and specialty phosphates, remains committed to providing our customers with industry-leading, innovative solutions to phosphate and phosphoric acid applications. We greatly value and thank you for your business.

Sincerely,

Angela Schewe  
Business Director – Industrial Phosphates  
ICL Advanced Additives

Beth Warren  
Commercial Lead  
ICL Food Specialties



Innophos, Inc.  
259 Prospect Plains Road • Building A  
Cranbury, NJ 08512-3706  
Telephone: (609) 495-2495  
Fax: (609) 860-0138  
www.innophos.com

April 3, 2014

Dear Valued Customer,

Effective May 1, 2014, or as contract terms permit, Innophos, Inc. will increase all off-list prices of its Phosphate and Phosphoric Acid products by \$0.06/lb. (\$132/MT). This increase will apply to all orders shipped on or after May 1, 2014 regardless of the actual date the order was placed.

Raw material costs associated with the production of phosphoric acid have increased greater than previously forecasted. Downstream fertilizer salts have already exhibited an upward trend responding to these changes. Specialty phosphates continue to see strong demand driven by the value they deliver in the application and will continue to be priced based on their cost and their value.

Innophos appreciates your business and is focused on delivering value to you, the customer, across our entire phosphate portfolio. We are committed to remaining your supplier of choice and operating in accordance with our core values of Integrity, Safety, Respect and Ethics. If you have any questions, please do not hesitate to contact your regional Innophos Sales Executive or our Customer Service at 1-800-243-5052.

Thank you for your business and allowing us to provide your phosphate requirements.

Regards,

A handwritten signature in black ink, appearing to read "M. M. Coen".

Marco M. Coen  
Global Sales Director  
Specialty Phosphates

**Producer Price Index-Commodities**  
**Original Data Value**

**Series Id:** WPU061302  
**Not Seasonally Adjusted**  
**Group:** Chemicals and allied products  
**Item:** Inorganic chemicals, other than alkalies and  
**Base Date:** 198200  
**Years:** 2005 to 2015

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
2005	128.5	128.6	128.9	129.9	130.4	132.6	133.6	134.1	138.5	142.3	143.0	146.8	134.8
2006	155.2	159.8	160.8	161.0	162.9	169.3	168.9	168.0	172.0	173.0	171.5	173.0	166.3
2007	173.9	170.8	173.6	174.6	176.9	182.7	184.0	183.4	185.1	189.4	189.8	193.5	181.5
2008	199.4	204.0	228.8	236.7	260.9	268.2	269.5	290.1	303.6	306.7	285.3	289.5	261.9
2009	288.7	286.9	286.1	277.8	274.6	271.2	273.5	254.4	256.5	254.4	257.7	258.2	270.0
2010	252.4	250.6	253.5	257.6	256.2	254.9	251.1	256.0	260.4	260.7	276.9	284.6	259.6
2011	288.8	304.5	301.4	308.3	314.0	314.6	316.4	321.3	317.4	316.6	316.9	314.9	311.3
2012	337.3	305.6	306.6	308.1	308.4	308.3	306.7	305.7	304.5	302.2	292.5	297.9	307.0
2013	289.1	290.9	287.9	293.3	291.7	289.3	288.3	284.0	284.1	281.7	278.5	278.1	286.4
2014	278.9	276.9	278.4	274.1	273.8	270.4	273.4	273.7	278.3	276.8	269.7	273.9	274.9
2015	284.2												

27%

Bureau of Labor Statistics

**Producer Price Index-Commodities  
Original Data Value**

Series Id: WPU0652026A2

Not Seasonally Adjusted

Group: Chemicals and allied products

Item: Superphosphates and other phosphate fertilizer

Base Date: 200306

Years: 2004 to 2014

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
2004	105.5	112.0	118.1	118.6	116.1	112.0	111.1	113.4	116.4	117.4	123.1	123.2	115.6
2005	123.5	123.5	123.9	124.2	123.6	129.5	129.3	132.7	131.8	132.4	133.0	139.9	129.0
2006	140.6	136.0	132.7	134.8	133.3	137.7	135.5	133.8	132.6	131.2	130.6	131.7	134.2
2007	139.5	167.6	205.6	222.9	216.4	203.6	206.2	208.2	208.8	201.9	211.7	228.1	201.7
2008	246.6	267.5	298.1	363.4	394.4	434.9	485.5	513.3	502.4	520.3	501.7	408.4	411.4
2009	350.4	181.0	180.4	184.9	178.3	154.2	142.5	142.9	144.1	143.2	143.0	148.8	174.5
2010	158.8	175.9	195.4	196.9	200.5	195.8	194.5	196.7	210.0	218.7	232.5	235.8	201.0
2011	251.3	270.9	277.8	278.2	273.6	270.3	270.7	274.1	292.2	294.2	294.1	281.3	277.4
2012	269.9	264.4	250.1	248.6	249.6	255.3	256.7	260.3	263.5	265.4	264.3	258.6	258.9
2013	247.2	242.3	241.7	238.9	242.3	236.8	225.9	222.9	218.6	203.2	195.9	187.4	225.3
2014	180.6	199.6	205.5	225.1	233.3	231.6	221.5	221.9	226.2	229.4	225.6	214.7	218.3

4 1/2 %



## AGENDA ACTION FORM

### Execute a Release Agreement for Great West Casualty Company

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

Action Form No.: AF-85-2015  
Work Session: April 20, 2015  
First Reading: N/A

Final Adoption: April 21, 2015  
Staff Work By: Hughes  
Presentation By: Billingsley

#### Recommendation:

Approve the resolution.

#### Executive Summary:

On January 6, 2015 a decorative utility pole and light at 108 East Main Street was damaged when it was struck by a truck owned by Landair INC. being driven by their employee Milton Price. The Landair vehicle was insured by Great West Casualty Company. The City contacted Great West Casualty Company for recovery of the cost to replace the pole in the amount of \$2,628.00. A signed release agreement is required to receive the payment and officially close this claim. The amount of \$2,628.00 will be credited to the General Fund Account.

#### Attachments:

1. Resolution
2. Property Damage Release

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

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

A RESOLUTION APPROVING A PROPERTY DAMAGE RELEASE FROM GREAT WEST CASUALTY COMPANY FOR PROPERTY DAMAGE TO A UTILITY POLE AND LIGHT THAT OCCURRED ON JANUARY 6, 2015, AND AUTHORIZING, AND AUTHORIZING THE MAYOR TO EXECUTE THE PROPERTY DAMAGE-LIABILITY RELEASE AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENTS

WHEREAS, on January 6, 2015, Milton Price, an employee of Landair Inc. was driving a company truck when it struck a decorative utility pole and light at 108 East Main Street; and

WHEREAS, this caused damage to the city, requiring the pole to be replaced, in the amount of \$2,628.00; and

WHEREAS, Great West Casualty Company, the insurer for the Landair, Inc., has agreed to pay for the damages provided the city executes a release; and

WHEREAS, the payment will reimburse the city for its expenses and damages caused to the property by the accident.

Now therefore,

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

SECTION I. That the Property Damage Release from Great West Casualty Company for property damage to a utility pole and light that occurred on January 6, 2015, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, a Property Damage Release from Great West Casualty Company for property damage to a utility pole and light that occurred on January 6, 2015, 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 Property Damage Release being as follows:

**PROPERTY DAMAGE RELEASE**

That the Undersigned, being of lawful age, for sole consideration of **two thousand six hundred twenty-eight and 00/100 Dollars (\$2,628.00)** to be paid to **City Of Kingsport** does hereby and for our heirs, executors, administrators, successors and assigns release, acquit and forever discharge **Landair Transport Inc, Milton Price, Great West Casualty Company** and his, her, their, or its agents, servants, heirs, executors, administrators and all other persons, firms, corporations, associations or partnerships of and from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, loss of use, expenses and compensation whatsoever, which the undersigned now have or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen property damage and the consequences thereof resulting or to result from the occurrence on or about **January 06, 2015**, at or near **Kingsport, TN**.

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

of the party or parties hereby released, and that said releases deny liability therefor and intend merely to avoid litigation and buy their peace.

This Release expressly reserves all rights of the parties released to pursue their legal remedies, if any, against the undersigned, their heirs, executors, agents and assigns.

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

For your protection, and if applicable to you, California law requires the following to appear on this form. Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

**It is a crime to** knowingly provide false, incomplete or misleading information to any party to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2015.  
[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 21st day of April, 2015.

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

ATTEST:

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

APPROVED AS TO FORM:

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

# PROPERTY DAMAGE RELEASE

That the Undersigned, being of lawful age, for sole consideration of **two thousand six hundred twenty-eight and 00/100 Dollars (\$2,628.00)** to be paid to **City Of Kingsport** does hereby and for our heirs, executors, administrators, successors and assigns release, acquit and forever discharge **Landair Transport Inc , Milton Price, Great West Casualty Company** and his, her, their, or its agents, servants, heirs, executors, administrators and all other persons, firms, corporations, associations or partnerships of and from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, loss of use, expenses and compensation whatsoever, which the undersigned now have or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen property damage and the consequences thereof resulting or to result from the occurrence on or about **January 06, 2015**, at or near **Kingsport, TN**.

It is understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that the payment made is not to be construed as an admission of liability on the part of the party or parties hereby released, and that said releases deny liability therefor and intend merely to avoid litigation and buy their peace.

This Release expressly reserves all rights of the parties released to pursue their legal remedies, if any, against the undersigned, their heirs, executors, agents and assigns.

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

For your protection, and if applicable to you, California law requires the following to appear on this form. Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

**It is a crime to knowingly provide false, incomplete or misleading information to any party to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.**

Signed this \_\_\_\_\_ day of \_\_\_\_\_.

### CAUTION: READ BEFORE SIGNING BELOW

X \_\_\_\_\_

WITNESS: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

( SS: \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_, before me personally appeared \_\_\_\_\_ to be known to be the person(s) named herein and who executed the foregoing Release and acknowledged to me that they voluntarily executed the same.

My term expires \_\_\_\_\_ NOTARY PUBLIC



**AGENDA ACTION FORM**

**Property Acquisition for the Reedy Creek Trunk Line Improvements Project**

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

Action Form No.: AF-50-2015  
Work Session: April 20, 2015  
First Reading: N/A

Final Adoption: April 21, 2015  
Staff Work By: R. Trent & C. Austin  
Presentation By: R. McReynolds

**Recommendation:**

Approve the resolution.

**Executive Summary:**

The Public Works Department has requested that a 0.49 acre tract of property referenced as tax map 0451, group G, parcel 031.01 be purchased for the Reedy Creek Trunk Line Improvements Project. An appraisal of the acquisition was prepared in accordance with the City of Kingsport's Real Property Acquisition Policies & Procedures and the property appraised for \$21,000.00. The owner of the property, Stephen Warren Miles and Marilyn Ross Miles Foundation, is willing to sell the 0.49 acre tract of property to the city for the amount of \$25,000.00. A copy of the Purchase Agreement is contained in the attached resolution.

This project will be funded under #SW1400.

**Attachments:**

- 1. Resolution
- 2. Property Map

Funding source appropriate and funds are available: js

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

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

A RESOLUTION APPROVING AN OFFER FOR THE PURCHASE OF 0.49 ACRE TRACT OF REAL PROPERTY FOR THE REEDY CREEK TRUNK LINE IMPROVEMENTS PROJECT; 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, in order to proceed with the construction of the Reedy Creek Trunk Line Improvements Project, the board finds that it is the best interest of the city to purchase a 0.49 acre parcel of property identified as tax map 045I; group G; parcel 031.01; 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 appraisal of property indicating the fair market value, an offer of \$25,000.00 is approved for the purchase of a 0.49 acre portion of the property identified as tax map 045I; group G; parcel 031.01, 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 a 0.49 acre portion of the property identified as tax map 045I; group G; parcel 031.01, 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 signatures between **STEPHEN WARREN MILES & MARILYN ROSS MILES FOUNDATION**, (hereinafter referred to as the "Seller"), and **THE CITY OF KINGSPOUR, 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 a 0.49 acre portion of that real property situate, lying and identified as tax map 045I; group G; parcel 031.01, Kingsport, Sullivan County, Tennessee, known as Tax Map 045I; Group G; Parcel 031.01, 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 hereditments 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 Twenty Five Thousand and No/100 Dollars (\$25,000.00) (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 May 30, 2015, (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 Seller 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 Seller; 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 its 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:	Stephen Warren Miles & Marilyn Ross Miles Foundation c/o Norman T. Reynolds, Attorney at Law Three Riverway, Suite 1800 Houston, Texas 77056
BUYER:	City of Kingsport, Tennessee 225 West Center Street Kingsport, Tennessee 37660 Attention: J. Michael Billingsley

**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 SELLERS.** 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 Seller 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 11<sup>th</sup> Civil District of Sullivan County, Tennessee, and more particularly described as follows:

BEGINNING at a point in the divisional line between lots 14 and 15, extended, said point being located 140 feet southwest of and at right angles to the southwesterly side line of West Center Street; thence North 78 degrees, 39 minutes West with the southwesterly side line of a 20 foot alley, 285.77 feet to a point in the northeasterly side line of an old County road; thence with the northeasterly side line of said road, South 29 degrees 43 minutes East, 189.57 feet to a point; thence North 63 degrees 17 minutes East, along the northwesterly bank of Reedy Creek, 100 feet to a point; thence North 60 degrees 17 minutes East, 109.43 feet to a point; thence North 11 degrees 21 minutes East with the divisional lines of lots 14 and 15 extended, 9.38 feet to the point of Beginning, being 0.49 of an acre, as shown on a map made by King Engineering Company, December 13, 1949. There is however excluded any portion of the Clinchfield Railroad right-of-way that may cross the southerly corner of the above-described tract, also excluded is the City of Kingsport's 20 foot sewer right-of-way across the southeasterly side of this property, more particularly described in City Ordinance No. 1140, Land - described in Deed from J. A. Roller to the City of Kingsport, dated June 8, 1950, said parcels are also excluded, giving City of Kingsport a permanent easement for sewer line as set out therein, and being a part of the property conveyed to the parties of the first part by deed dated February 21, 1967. This is the same description as in the deed between J. Alvin Roller, Unmarried and Gordon E. Morley and Dorothy F. Morley, his wife, said deed dated February 21, 1967.

AND BEING the same property conveyed to Marilyn Ross Miles by Deed from Mildred Ross, dated December 12, 1974, of record in Book 71C, Page 379, Register's Office for Sullivan County, Tennessee, to which deed 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 3<sup>rd</sup> day of March, 2015.

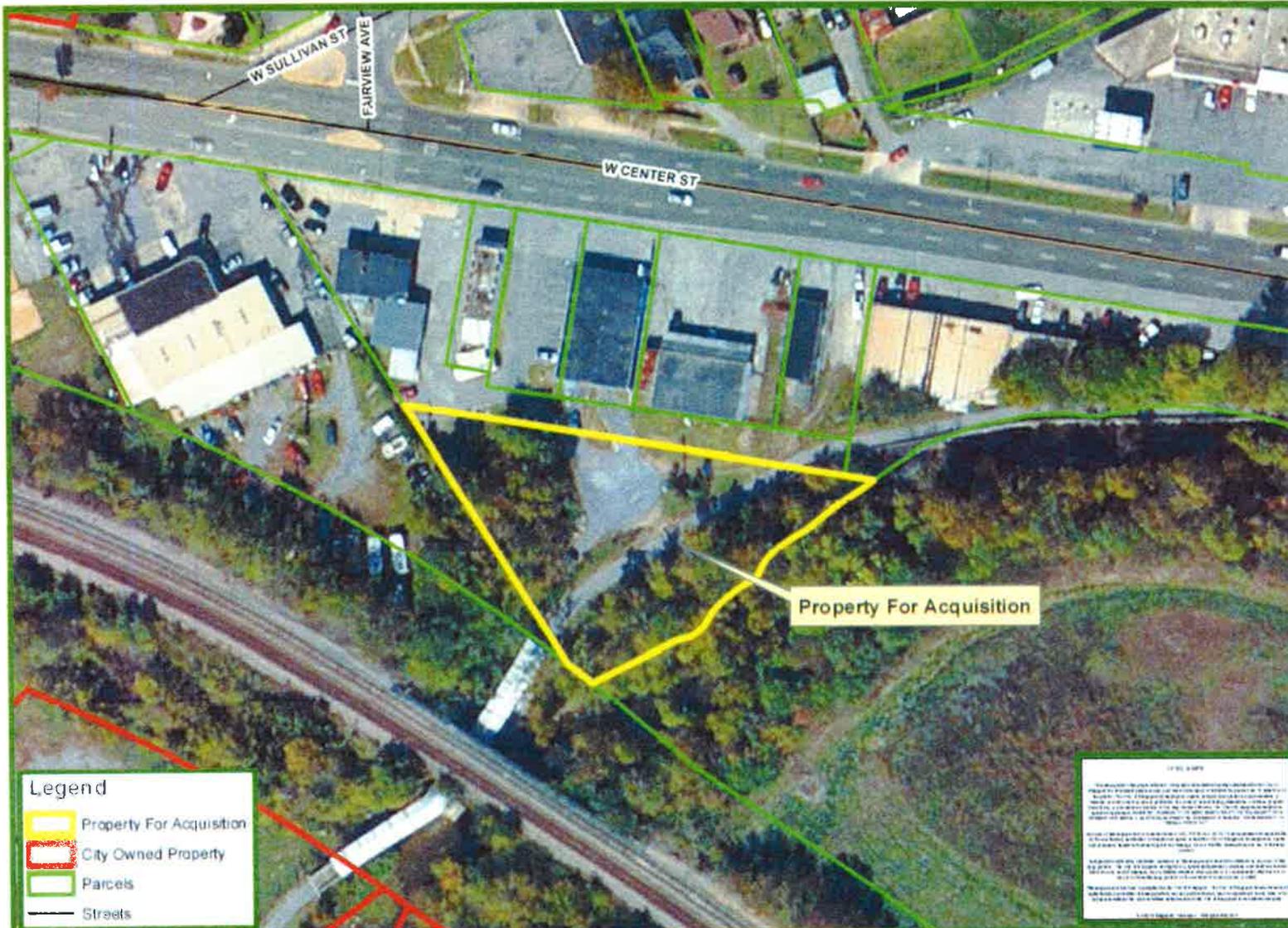
\_\_\_\_\_  
DENNIS R. PHILLIPS, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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



**Legend**

- Property For Acquisition
- City Owned Property
- Parcels
- Streets

11/01/2019

This map was prepared by the City of Kingsport, Tennessee, using data provided by the Kingsport Geographic Information System (GIS). The City of Kingsport is not responsible for any errors or omissions in this map. The City of Kingsport is not responsible for any damages or losses resulting from the use of this map. The City of Kingsport is not responsible for any legal actions or claims arising from the use of this map. The City of Kingsport is not responsible for any copyright infringement or other legal actions arising from the use of this map. The City of Kingsport is not responsible for any trademark or service mark infringement arising from the use of this map. The City of Kingsport is not responsible for any other legal actions or claims arising from the use of this map.



Prepared by the City of Kingsport  
 Geographic Information System (GIS)  
 Date: 03-23-18  
 Map File Name: 1778-4w0853





**AGENDA ACTION FORM**

**Amendment to the FY 2015-211 Fee Resolution**

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

Action Form No.: AF-95-2015  
 Work Session: April 20, 2015  
 First Reading: N/A  
 Final Adoption: April 21, 2015  
 Staff Work By: Staff  
 Presentation By: Chris McCart

**Recommendation:** Approve the resolution.

**Executive Summary:**

In 2009 the City of Kingsport contracted with Counsilman-Hunsaker to assist staff in evaluating daily fees for the Kingsport Aquatic Center. Daily admission fees were evaluated against the current market in the Tri-Cities area, the anticipated offerings the facility would provide its customers as well as new facilities in the southeastern market. Ultimately two options were presented by Counsilman-Hunsaker for the primary users (adults, seniors and youth) with a recommendation presented and approved by the BMA for a daily rate of \$8.00 and \$6.00 (a higher fee of \$10.00 and \$8.00 was also recommended). The approved rate became effective May 17, 2013.

In the fall of 2014, following the end of the second summer season, staff, along with the Aquatic Advisory Board, began an evaluation of the daily fees with a goal of making a recommendation to the BMA prior to the opening of the waterpark in May of 2015. Ultimately a recommendation was made to leave the current fees in place from Labor Day to Memorial Day (when just the indoor facility is open) but to raise the fees to the higher rate recommended by Counsilman-Hunsaker in 2009. However, the higher rate would only be in place from only Memorial Day weekend to Labor Day when both the indoor and outdoor facilities our open. This recommendation still places the Kingsport Aquatic Center under the market rate for the Tri-Cities area and still provides discounted rates for families and groups. Additionally, based upon the 2009 report from Counsilman-Hunsaker, the impact on attendance as a result of the higher was less than a 5% difference between the higher and lower fee.

Staff along with the Aquatic Advisory Board recommend amending the FY 2015 Fee Resolution in order to amend various fees associated with the Kingsport Aquatic Center. The attached spreadsheet (supplemental information) provides additional information supporting this request.

**Attachments:**

1. Resolution
2. Supplemental Information

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

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

A RESOLUTION AMENDING RESOLUTION NO. 2014-211 TO  
PROVIDE FOR CHANGES IN THE CHARGES IN CHAPTER 66-  
PARKS AND RECREATION

WHEREAS, it is now deemed advisable to amend Resolution No. 2014-211 to add fees under Chapter 66 – Parks and Recreation; and

WHEREAS, various fees and charges provided for in the city's Code of Ordinances must be set and amended by resolution of the board of mayor and aldermen.

Now therefore,

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

SECTION I. That Resolution No. 2014-211 is amended by adding the following to Chapter 66 – Parks and Recreation, as follows:

- N. Kingsport Aquatic Center Events/Facilities
11. Seasonal Fees – Memorial Day Weekend thru Labor Day
- |     |  |                      |
|-----|--|----------------------|
| (a) | Ages 2 & under   | Free w/ paying adult |
| (b) | Ages 3-21  | 8.00                 |
| (c) | Ages 22-54   | 10.00                |
| (d) | Ages 55 and over   | 8.00                 |
| (e) | Family (2 adults in the same household and their dependents) | 34.00                |
| (f) | Group (more than 10 people)                                  | (each) 4.00          |
| (g) | After 4pm on outdoor pool:                                   |                      |
| (1) | Ages 3-21  | 4.00                 |
| (2) | Ages 22-54   | 5.00                 |
| (3) | Ages 55 and over   | 4.00                 |
| (4) | Family   | 17.00                |
| (5) | Group (more than 10 people)                                  | (each) 2.00          |

SECTION II. That this resolution shall become effective April 22, 2015, and remain in force and effect until such time as it is revoked, further amended, or superseded.

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.

ADOPTED this 21<sup>st</sup> day of April, 2015.

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

ATTEST:

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

APPROVED AS TO FORM:

---

J. MICHAEL BILLINGSLEY, City Attorney

**City of Kingsport - Aquatic Center  
Daily Admission Fees**

<b>Seasonal Revenue - Memorial Day Weekend thru Labor Day</b>					
	<b>CURRENT RATES</b>		<b>PROPOSED RATED</b>		
	<b>Rate</b>	<b>Revenue</b>	<b>Rate</b>	<b>Estimated</b>	<b>Increase</b>
<b>Adult</b>	\$ 8.00	\$ 106,374	<b>\$ 10.00</b>	\$ 132,968	\$ 26,594
<b>Family</b>	30.00	33,240	<b>34.00</b>	37,672	4,432
Group +10	4.00	25,128	4.00	25,128	-
<b>Senior</b>	6.00	11,850	<b>8.00</b>	15,800	3,950
<b>Youth</b>	6.00	121,110	<b>8.00</b>	161,480	40,370
<b>Adult 1/2 Price</b>	4.00	14,608	<b>5.00</b>	18,260	3,652
<b>Family 1/2 Price</b>	15.00	1,995	<b>17.00</b>	2,261	266
Group +10 1/2 Price	2.00	636	2.00	636	-
<b>Senior 1/2 Price</b>	3.00	930	<b>4.00</b>	1,240	310
<b>Youth 1/2 Price</b>	3.00	14,387	<b>4.00</b>	19,183	4,796
		<b>\$ 330,258</b>		<b>\$ 414,627</b>	<b>\$ 84,369</b>



## AGENDA ACTION FORM

### Approve the Area Agency on Aging and Disability Grant for FY15-16

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

Action Form No.: AF-81-2015  
Work Session: April 20, 2015  
First Reading: N/A

Final Adoption: April 21, 2015  
Staff Work By: S. Buchanan, M. Baker  
Presentation By: Shirley Buchanan

#### Recommendation:

Approve the resolution.

#### Executive Summary:

The First Tennessee Development District's Area Agency on Aging serves as a pass through for funding from the Tennessee Commission on Aging and Disability for Senior Center funding. This funding allows for operational funds for the Kingsport Senior Center. This is federal pass through funding.

The City of Kingsport was approved for FY15-16 in the amount \$31,200. The grant funds are broken down as follows: \$19,200 Senior Center, \$12,000 for Federal Transportation.

Ten percent matching funds are required for each line item. These matching funds are provided in the Kingsport Senior Center operating budget.

#### Attachments:

1. Resolution
2. AAAD 2015-2016 Application

Funding source appropriate and funds are available: *Jeff Fleming*

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

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

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE GRANT FUNDING FOR FISCAL YEAR 2015-2016 FROM THE AREA AGENCY ON AGING AND DISABILITY

WHEREAS, the Area Agency on Aging and Disability grant for fiscal year 2015-2016 will defray the costs of ADA transportation and provide wellness, recreational, and educational opportunities for Kingsport Senior Center members; and

WHEREAS, the \$31,200.00 grant will require a ten percent match so that the grant will provide \$19,200.00 for Senior Center operations with a \$1,920.00 in matching funds, and \$12,000.00 for transportation with \$1,200.00 in matching funds; and

WHEREAS, the matching funds are provided in the Kingsport Senior Center operating budget;

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 an Area Agency on Aging and Disability grant for fiscal year 2015-2016 for Senior Center Operations to defray the costs of ADA transportation and provide wellness, recreational, and educational opportunities for Kingsport Senior Center members, in the amount of \$31,200.00 with a required match of ten percent.

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 21<sup>st</sup> day of April, 2015.

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

ATTEST:

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

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

APPLICATION FOR PROJECT AWARD  
under  
TITLE III OLDER AMERICANS ACT AND STATE FUNDS  
from  
FTDD AREA AGENCY ON AGING and DISABILITY

1. TITLE OF PROJECT: Kingsport Senior Center	
2. TYPE OF APPLICATION: <input type="checkbox"/> NEW <input checked="" type="checkbox"/> CONTINUATION <input type="checkbox"/> REVISION <input type="checkbox"/> SUPPLEMENT	
3. PROJECT DIRECTOR (NAME, TITLE, DEPARTMENT, AND ADDRESS-STREET, CITY, STATE, ZIP CODE):	6. PROJECT PERIOD FROM: 7/1/2015      TO: 6/30/2015
Morris Baker 225 West Center Street Kingsport, TN 37660	B. AMOUNT AVAILABLE  STATE    \$19,200  TITLE-III \$12,000
EMPLOYER I.D. NO.  62-60000323	AREA CODE + TELEPHONE NO.  423-392-8403
4. APPLICANT AGENCY (NAME AND ADDRESS-STREET, CITY, STATE, ZIP CODE):  Kingsport Senior Center 1200 East Center Street Kingsport, TN 37660	7. TYPE OF ORGANIZATION:  <input type="checkbox"/> PRIVATE NON-PROFIT AGENCY, <input checked="" type="checkbox"/> CITY GOVERNMENT <input type="checkbox"/> COUNTY GOVERNMENT
5. NAME, TITLE, ADDRESS OF OFFICIAL AUTHORIZED TO SIGN FOR APPLICANT AGENCY:  Mayor Dennis Phillips 225 West Center Street Kingsport, TN 37660	8. PAYEE (SPECIFY TO WHOM CHECKS SHOULD BE SENT - NAME, TITLE, AND ADDRESS) Rose Byington, Finance Department 225 West Center Street Kingsport, TN 37660
10. TERMS AND CONDITIONS: It is understood and agreed by the undersigned that: 1) funds awarded as a result of this request are to be expended for the purposes set forth herein and in accordance with all applicable laws, regulations, policies, and procedures of this State and the Administration on Aging, Office of U. S. Department of Health, and Human Services; 2) any proposed changes in the proposal as approved will be submitted in writing by the applicant and upon notification of approval by the State agency shall be deemed incorporated into and become a part of this agreement; 3) the attached Assurance of Compliance (form AoA-441) with the Department of Health and Human Services Regulations issued pursuant to Title VI of the Civil Rights Act of 1964 applies to this proposal as approved; and 4) funds awarded by the State Agency are based on the availability of funds and may be terminated at any time for violations of any terms and requirements of this agreement.	
11. SIGNATURE (PERSON NAMED IN ITEM 5) _____	
SIGNATURE	DATE

## Senior Center Checklist

**Check all of the following requirements as capable of being met by your Senior Center:**

- X Able to participate in an annual evaluation including a scheduled Program and Fiscal Monitoring Visit.
- X Have a written set of policy and procedures that meet the requirements set forth in section 6-3-.02 of the TCAD Program and Policy manual.
- X Be able to complete an annual report including a summary of the programs and services being offered, the number of unduplicated participants served, the accomplishments for the fiscal year, a strategic plan, and a copy of the center's 990 form.
- X Have a set of written emergency procedures that include: emergency plans, training policies for personnel, individuals to contact in case of emergency, instructions for conducting fire drills quarterly, and schedules for inspection and maintenance of fire extinguishers and smoke detectors.
- X Meet the safety and accessibility requirements as outlined in section 6-3-05.
- X Meet civil rights requirements as stated in Title VI of the Civil Rights Act of 1964.
- X Attend Bi-Monthly Senior Center Director's Meeting

Meet the posting requirements for federal and state including:

- (1) Participant Grievance Procedures
- (2) Emergency Procedures
- (3) Evacuation Routes
- (4) Proof of Quarterly Fire Drill
- (5) Proof of Annual Fire/Building Inspection
- (6) Proof of Annual Fire Extinguisher Inspection
- (7) Title VI Civil Rights Notice
- (8) Equal Employment Opportunity Poster
- (9) TOSHA Safety and Health Poster
- (10) Tennessee Unemployment Poster
- (11) Fair Labor Standards Act Poster
- (12) Public Accountability Poster (800# TN Comptroller's Office)
- (13) Telephone numbers of fire department, police, physicians, ambulance, hospital, ER, and local emergency management office
- (14) Steps to be taken in each type of emergency
- (15) Location of First Aid Kits, Fire Extinguishers and other supplies
- (16) Monthly Calendar of Events

# CRITERIA FOR DESIGNATION AS A SENIOR CENTER

## I. SENIOR CENTER CRITERIA/TARGETING

- A. The Senior Center should serve persons having greatest economic or social needs. (Please provide projected number of persons 60 years of age and over in the categories to be served in a one-year period.)

STATUS PLAN	Approximate number of age 60+ to be served
- Unduplicated Persons	1500
- Total Units of Service	75000

(This total should match exactly the Total Units of Service in Part II [next page]. Do not count Transportation or Health Promotion in this section.)

### TARGETING (Senior Center)

(See note below)

1. Low Income	150
2. Low Income Minority	20

**NOTE:** The Low Income and Low Income Minority should be documented from information obtained on the Participant Registration Forms (PRF).

## II. THE AGENCY THAT OVERSEES THE SENIOR CENTER

Please give projected numbers for services to be offered at your center. Refer to the Minimum Standards requirements for services that should be offered at the center's level. **Do Not** count any Undup People or Units of Service for FTHRA or Options services on this page. All figures must reflect services offered to persons age 60+. Services marked with an (\*) are optional.

Service Goals	Undup People	Units of Service
<b>A. Resource Information (RI)</b> Serving as a location in the community in which one can access information about programs, services, and resources available through the aging network to assist adults age 60 or over and adults with disabilities.	<u>  500  </u>	<u>  500  </u>
<b>B. Health Promotion</b> Providing opportunities for participants to learn about healthy aging and to participate in activities that promote healthy living.	<u>  350  </u>	<u> 1300 </u>
<b>C. Physical Fitness and Exercise</b> Opportunities for participants to engage in physical fitness and exercises activities or classes.	<u> 1000 </u>	<u>35,400</u>
<b>D. Recreation</b> Opportunities for participants to engage in social activities.	<u> 1500 </u>	<u>35,000</u>
<b>E. Education</b> Opportunities for participants to engage in classes.	<u>  250  </u>	<u> 2800 </u>
<b>F. *Telephone Reassurance</b> Provided by volunteers or staff who make daily calls to home bound individuals to provide comfort and companionship.	<u>          </u>	<u>          </u>

**TOTAL UNITS OF SERVICE**       75,000      

Add up the column of Units of Service on this page. The total must exactly match the Total Units of Service from Part I on the previous page.

**IMPORTANT NOTE:** Do not add additional services. Use only the blanks above to capture all services offered except Options and Transportation.

**PART III  
SCOPE OF WORK FOR SUPPORTIVE SERVICES**

**A. SUMMARY OF DIRECT SERVICE GOALS**

<b>Activity</b>	<b>Undup Persons</b>	<b>Units of Service</b>
<b>1. <u>Transportation</u></b>	<u>200</u>	<u>5000</u>

**A. TARGETING (Transportation)**

It is required that all service providers target the following listed 60+ populations. Fill in all four spaces below.

**# of Targeted Persons**

1. Low Income (All) 100
2. Low Income Minority 20

**B. SERVICE NARRATIVE (Transportation)**

(Outline how the funds will be used and what the benefit the services will be for the participants.)

**The funds will be used to secure a contract with KATS for transportation to Senior Members within the city limits. The benefit for participants will be free transportation to and from the Senior Center and throughout the city. The remaining funds will be used to help defray the costs of our 22 passenger, handicapped equipped buses. The buses are used on various out of town trips including Barter, other cultural events, and shopping trips. The benefit for the participants is reduced transportation costs for short out of town trips.**

**PART III  
SCOPE OF WORK FOR SUPPORTIVE SERVICES**

**C. SUMMARY OF DIRECT SERVICE GOALS**

Activity	Unduplicated Persons	Units of Service
<b>1 Options Case Management (Service Coordination)</b>		
<b>2 Options I&amp;A</b>		
<b>3 Options Nutrition Screening*</b>		
<b>4 Options Outreach</b>		

**\*This screening must be done a minimum of once per year and a maximum of twice per year.**

**Total number of Unduplicated Persons served:** \_\_\_\_\_

**A. PROVISION OF SERVICE**

<b>Location/s of Service</b>	<b>Day/Hours of Service</b>	<b>Geographic Area Covered</b>
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**B. TARGETING**

It is required that all service providers target the following listed 60+ populations.

**#of Targeted Persons  
Low Income (ALL)** \_\_\_\_\_

**Low Income Minority** \_\_\_\_\_



## AGENDA ACTION FORM

### Appointment to the Kingsport Regional Planning Commission

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

Action Form No.: 91-2015  
Work Session: April 20, 2015  
First Reading: N/A

Final Adoption: April 21, 2015  
Staff Work By: R McBryar  
Presentation By: Mayor Phillips

#### Recommendation:

Approve recommended appointment.

#### Executive Summary:

Mr. Sam Booher has agreed to serve on the Kingsport Regional Planning Commission with the approval of the Board of Mayor and Aldermen. Mr. Booher's appointment will be effective immediately and is set to expire June 30, 2017.

Sam Booher is a native of Kingsport and is an attorney with Wilson Worley. Sam is a graduate of Dobyns-Bennett High School and Samford University. Thereafter he graduated from the University of Miami School of Law. Sam concentrates his practice in business law, assisting clients with litigation, transactions, employment issues, creditor rights, and landlord tenant needs. He is currently admitted to practice in the State of Tennessee and the United States District Court for the Eastern District of Tennessee.

Sam is actively involved with the Mountain Region Speech and Hearing Center (Chairman), PEAK - Kingsport Young Professionals(founding board member), Boys and Girls Club of Greater Kingsport (board of directors), and Kingsport Bar Association (Vice-President). He also gives his time as a volunteer for the court and bar association through its local pro bono programs.

Sam currently lives in Kingsport with his wife Maggie and daughter Elizabeth.

#### Attachments:

None

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



**AGENDA ACTION FORM**

**Appointment to the Historic Zoning Commission**

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

Action Form No.: AF-96-2015  
 Work Session: April 20, 2015  
 First Reading: N/A  
 Final Adoption: April 21, 2015  
 Staff Work By: R. McBryar  
 Presentation By: Mayor Phillips

**Recommendation:**

Approve recommended appointment.

**Executive Summary:**

Ms. Beverley Perdue as agreed to be appointed to the Historic Zoning Commission as the Kingsport Regional Planning Commission representative. This appointment is effective immediately and set to expire May 31, 2018.

In addition to serving on the Planning Commission and Public Arts Committee, Beverley is Vice President of DKA, Vice President of Friends of Allandale and Co-Chair the Boys and Girls Club Gala with her husband John. She is active at First Broad Street United Methodist Church and was co-owner of Lake Pointe Advertising. Beverley resides in downtown Kingsport.

**Attachments:**

None

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



**AGENDA ACTION FORM**

**Offer for Easement and Right-of-Way for the Preston Park Drainage Project**

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

Action Form No.: AF-93-2015  
 Work Session: April 20, 2015  
 First Reading: N/A  
 Final Adoption: April 21, 2015  
 Staff Work By: R. Trent, S. Robbins  
 Presentation By: R. McReynolds

**Recommendation:**  
 Approve the offer.

**Executive Summary:**

In order to improve drainage issues in the Preston Park/Orebank Road area, the Public Works Department has requested right-of-way and easement across affected property. 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.

<u>Tax Map &amp; Parcel</u>	<u>Property Owner</u>	<u>Easement Area</u>	<u>Appraised Value</u>
#047N; A-025.00	Preston Hills Presbyterian Church 4701 Orebank Road Kingsport, Tennessee 37664	Perm. 3,731 sq. ft. Temp. 2,426 sq. ft.	\$720.00 \$350.00

This project will be funded under #ST1304.

**Attachments:**

- 1. Easement Location Map

Funding source appropriate and funds are available: 

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

