



AGENDA

BOARD OF MAYOR AND ALDERMEN REGULAR WORK SESSION

**Monday, August 4, 2014
Council Room, 2nd 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

1. Call to Order
2. Roll Call
3. Updates on J. Fred Johnson Stadium – Ryan McReynolds
4. Code Enforcement – Lynn Tully / Rack Cross
5. Work Session Tickler
6. Review of Items on August 5, 2014 Regular Business Agenda
7. Adjourn

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



Work Session Tickler

August 4, 2014

Special Projects

Softball/Baseball Field Transition

David Mason

Thomas Construction is continuing with cut and fill grading operations on the site. There is an area of grey shale that is being loosened for excavation by blasting. The shale ridge extends around the back of field 3 and the contractor anticipates about 6 more shots before it can be fully excavated.

Bids for the Centennial Ballpark construction project were received on June 10, 2014 and staff is executing a contract with Denark Construction to include the base bid plus alternate 2 for the concessions brick accent, and alternate 3 for the maintenance area, for a total contact amount of \$3,699,500.

Fire Training Ground

Chief Dye

We are working on the Specifications for a Burn Building/Training Tower. We need to make sure we have enough funding to move forward. The water system at the training ground is considered complete with the contractor extending the warranty to three years. There are some props at our old training facility that we are checking to see if they could be moved to the new one.



Welcome Center

Michael Thompson

(No updates.)

The City waterline project to serve the Welcome Center is complete. Shake Roofing on primary structure and wood frame construction is near completion, with trim work currently underway. Masonry work is continuing with the construction of the chimney underway. Plumbing is to start this week. P&W Construction Company, LLC is the general contractor for this TDOT project. The building project started on November 25, 2013, and completion is expected in late August 2014.

Fire Station 6 Upgrades

Chief Dye

Purchasing finalized agreements with subcontractors working under Allen Dryden. The contractors are removing some of the old covering of the building and preparing for the LOXON material to be installed. You should see substantial progress now.



Carousel

Tim Elsea/Morris Baker

The road project is complete.

The Carousel Project is moving into the construction phase which includes site work and construction of the roundhouse. The site work left to complete before the footers can be poured for the roundhouse includes:

- 1) Demo existing street that runs through Carousel footprint
- 2) Relocate existing Storm Drainage in existing street
- 3) Grade work at footprint
- 4) Demo of concrete dock at Roundhouse footprint
- 5) Demo of light pole bases at existing street to be demoed

This work is expected to be completed near mid-September with Engage Kingsport starting the Roundhouse near the same time period. GRC is estimating the Roundhouse construction work to last approximately 6 months.

The City of Kingsport Engineering Department will be overseeing the remaining site work to be completed. To date the Carousel volunteers have donated approximately 56,200 hours which includes:

- 32 animals carved * 800 hrs per animal 25,600 hrs
- Animal Painters 8,000 hrs
- 2 Chariots * 700 hrs per chariot 1,400 hrs
- 24 Sweep Animals *400 per animal 9,600 hrs
- 24 Rounding Boards * 100 per board 2,400 hrs
- 24 Birds* 100 hrs per 2,400 hrs
- Frame 4,000 hrs
- Ticket Booth 800 hrs
- Planning, Fund Raising, Demonstrations and Other Administration 2,000 hrs

Carousel continued

Over 150 individuals, small businesses and companies contributed have contributed over \$235,000 and sponsored all 32 animals, 1 chariot, 24 Sweep Animals, 24 Rounding Boards and 24 Bird Paintings. This is in addition to the donation from Pal and Sharon Barger in the amount of \$400,000 for construction of the Roundhouse which will bear their name.

Wilcox Mobility Path

Tim Elsea

Phase 5 design is 95% complete and will fill in the gap between Industry Drive and the Sluice Bridge. Work will include drainage components, raising parapet wall, and placing of a 7-foot wide, 6-inch raised sidewalk on the northwestern shoulder of roadway along both the Holston River and Sluice Bridges. TDOT will pay the 20% local match since Wilcox Drive is a state route. Staff will be working through each individual phase in order: Environmental, Design Review, Right-of-Way, and Construction Review plans in order to receive Notice to Proceed to Construction. Plans have been submitted to TDOT for Design review and approval to begin the Right-of-Way phase. Staff anticipates it will be fall 2014 at the earliest before project is ready for construction.

- Environmental (NEPA) Phase – Approved 6/24/14
- Design Phase – Given authorization to begin phase 6/24/14
- Right-of-Way – TBD
- Construction -- TBD

WTP Raw Water Transmission and Intake Replacement Design

Niki Ensor

Engineer: CDMSmith
Schedule: May 2013 – May 2014
Project Update: (No updates.)

Project design is 90% complete. SRF loan package has been sent to State Revolving Loan Department for review and approval. Staff and City Attorney are providing additional requested information for EDA grant.

Tunnel Alignment



Lewis Lane Traffic Calming

Tim Elsea

The Traffic Department has conducted speed studies along Lewis Lane based on a petition by residents requesting traffic calming. A public meeting was held June 5th in the Council Room from 11:30 to 1:00. Letters were mailed to affected residents for voting the week of June 30th with a deadline to have ballots returned by July 18th. Residents had the option to vote YES, NO, or ABSTAIN FROM VOTING. Following are the results:

VOTE	NUMBER OF VOTES	PERCENTAGE
YES	54	31
NO	39	23
ABSTAIN	4	2
DIDN'T VOTE	76	44
TOTAL	173	100

On June 5, 2007 the City of Kingsport Board of Mayor and Alderman adopted a Neighborhood Traffic Management Plan (NTMP). Under "Study and Approval" process in the NTMP it states the affected area must have a minimum of 70% approval within the study area before any devices will be installed. In order for the traffic calming plan to fail 51 "NO" votes were needed. Based on the results 39 "NO" votes were received resulting in the proposed plan passing.



JFJ Stadium Upgrade Project

David Mason

The construction contract amount, reflecting the accepted value engineering options and 2 change orders, currently stands at \$4,708,640.00. The contract project completion date remains October 31, 2014 with GRC's current schedule projecting substantial completion on August 22, 2014.

Structural steel erection and aluminum grandstand decking are now substantially complete. Guardrails and seat brackets are being installed. Remaining concrete to be placed includes the upper level press box landings and stairwell #2. The elevator installation is underway. The interior plumbing is substantially complete and mechanical systems should be complete this week. Electrical rough-ins are continuing and

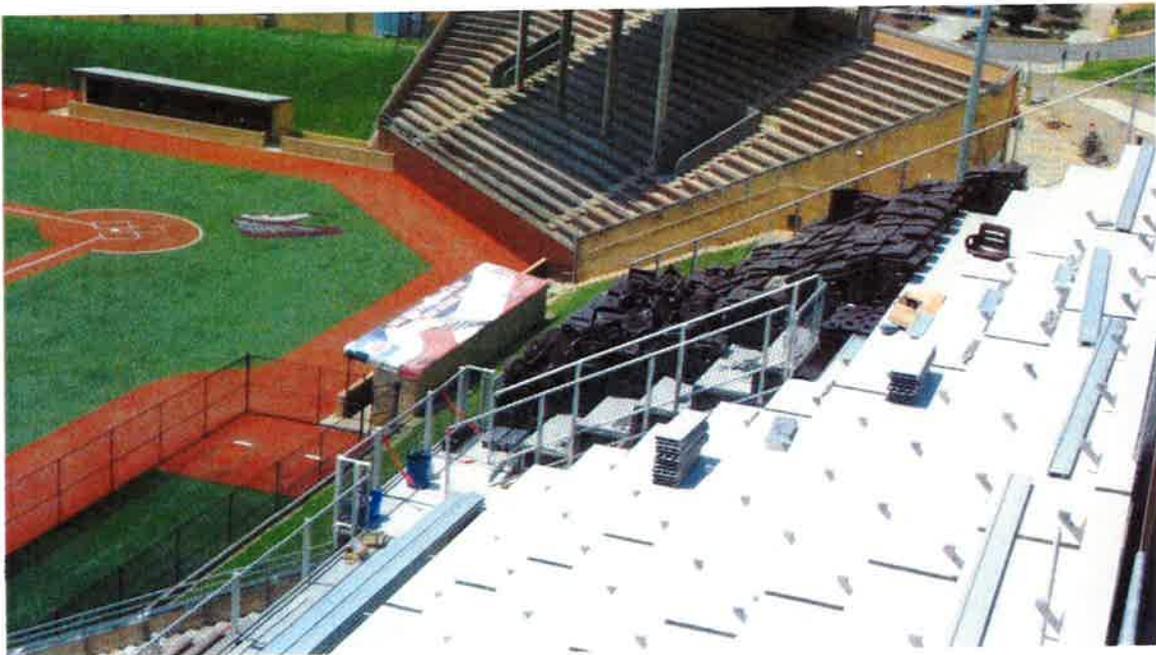
JFJ Stadium Upgrade Project continued

light fixtures are being installed. The Press Box shell has been lifted into place and interior and exterior finishes are underway.

J. Fred Johnson Stadium – Press Box Landing Ready For Concrete.



J. Fred Johnson Stadium – 1st Batch of Seats Waiting For Installation.



Cooks Valley Road Improvements - Phase 2

Hank Clabaugh

This project has been advertised and bids have been opened. Vic Davis Construction will be the contractor. We anticipate construction beginning on August 4, 2014. The contractual completion date is December 6, 2014. The general scope of the project is below:

Cooks Valley Road Improvements - Phase 2 continued

Construction of approximately 1,530 LF (0.3 miles) of road improvements; including road widening/realignment, storm water collection infrastructure, water line relocation, asphalt paving, and other associated work.

Legal

Risk Management

Terri Evans

Kingsport Employee Wellness

Kingsport Employee Wellness has been opened since June 26, 2013. The statistics for the utilized appointments for January through July 29, 2014 are: 94% utilization with 56.9% active employees, 34.4% dependents, 0.5% workers comp, 3.6% retirees, and 4.6% no-shows. CareHere's goal for no-show appointments is 5% or less. Given the high utilization percentage, we have added clinic hours. Effective February 24, 2014, the hours are Monday, Noon to 6:00 p.m.; Tuesday, 7:00 – 11:00 a.m.; Wednesday, 7:00 a.m. to 4:00 p.m.; Thursday, Noon to 6:00 p.m.; and Friday, 7:00 a.m. to 4:00 p.m. Wednesday and Friday, the center will close for lunch from 11:00 – noon.

Worker's Compensation

This information is provided at the second meeting of each month.

Budget Office

Judy Smith

Financial Comments

Local Option Sales Tax revenue for the month of May was \$1,343,786 which was \$17,330 above budget and \$80,713 above last year's actual. The year-to-date total is \$200,600 under budget and \$394,274 over last year's actual (2.92%). The Hall Income Tax revenue came in \$244,000 above budget and Motel Room Occupancy revenue was \$150,300 above the original budget. There is a budget ordinance adjusting budget to actual for different funds on this agenda.

The loss in sales tax revenue has been covered.

Property tax revenue collections are at 98%.

PAVING SCHEDULE

PROJECT	AREA	FORECAST START	ACTUA START	FORECAST FINISH	ACTUAL FINISH	NOTES
Ambleside Rd.	Ridgefields		23APR14		14MAY14	
Boyd Path Ct.	Ridgefields		23APR14		14MAY14	
Cox Trail Place	Ridgefields		23APR14		14MAY14	
Harwich Ct.	Ridgefields		23APR14		14MAY14	
Patton St.	Fort Robinson		27MAY14		29MAY14	
Stoneview Ln.	Fort Robinson		27MAY14		29MAY14	
Clara Dr.	Hiara		19MAY14		21MAY14	
Greenway St.	Fort Robinson		27MAY14	07AUG14		Started will be completed w/ Lilac St.
Afton St./Stone to Greenway	Fort Robinson		27MAY14		29MAY14	
Glen Alpine Rd.	Glen Alpine		03JUN14		05JUN14	
Watauga St. Lamont to Linville	Downtown		05JUN14		07JUN14	
Shipleigh Ferry Rd.	Exit 63		13JUN14		13JUN14	
Rocky Branch	Exit 63		16JUN14		17JUN14	
Renaissance Center (Parking Lot)	Downtown		19JUN14		20JUN14	
Sumpter Rd.	Rock Springs		24JUN14		25JUL14	
Blackheath Rd.	Bays Cove	09JUL14	30JUN14	11JUL14	23JUL14	
Canongate Rd.	Bays Cove	14JUL14	30JUN14	18JUL14	30JUL14	
Dundee Cir.	Bays Cove	21JUL14	30JUN14	21JUL14	23JUL14	
Lochwood Cir.	Bays Cove	22JUL14	30JUN14	22JUL14	21JUL14	
Lochwood Rd.	Bays Cove	23JUL14	30JUN14	25JUL14	21JUL14	
Old Castle Rd.	Bays Cove	28JUL14	30JUN14	31JUL14	29JUL14	
Scotland Rd.	Bays Cove	01AUG14	30JUN14	01AUG14	30JUL14	
Craighead Ln.	Bays Cove	01AUG14	30JUN14	01AUG14	22JUL14	
Brandywine Rd.	Bays Cove	01AUG14	30JUN14	01AUG14	28JUL14	
Celtic Ct.	Bays Cove	01AUG14	30JUN14	01AUG14	24JUL14	
Union St.	Afton St.	04AUG14		08AUG14		
Clouds Ford	Afton St.	04AUG14		08AUG14		
Lilac St.	Fort Robinson	11AUG14		12AUG14		
Cooper St.	Lynn Garden	15AUG14		18AUG14		
Derwood Ct.	Lynn Garden	19AUG14		19AUG14		
Marcum Ave.	Lynn Garden	20AUG14		20AUG14		
Sunpoint Dr.	Lynn Garden	21AUG14		21AUG14		
Sunrise Ct.	Lynn Garden	22AUG14		22AUG14		
Tenneva Pl.	Lynn Garden	22AUG14		22AUG14		
Hall St.	Afton St.	13AUG14		14AUG14		
Oakland St.	Afton St.	25AUG14		27AUG14		
W. Gibson St.	Gibson Mill	28AUG14		29AUG14		
W. Millpond St.	Gibson Mill	02SEP14		03SEP14		
W. Ravine Rd.	Gibson Mill	08SEP14		12SEP14		

PAVING SCHEDULE

PROJECT	AREA	FORECAST START	ACTUA. START	FORECAST FINISH	ACTUAL FINISH	NOTES
Pavilion Rd.	Brookside	15SEP14		18SEP14		
Cooks Valley Rd.	Cooks Valley	22SEP14		03OCT14		
Sterling Ln.	Cooks Valley	06OCT14		07OCT14		
Carolina Pottery Dr.	Carolina Pottery	08OCT14		10OCT14		
Adams Ave.		TBD		TBD		FY 15 PAVING CASH
Clark Ave.		TBD		TBD		FY 15 PAVING CASH
Clark Circle		TBD		TBD		FY 15 PAVING CASH
Cooper St		TBD		TBD		FY 15 PAVING CASH
Akers Ave.		TBD		TBD		FY 15 PAVING CASH
Bloomington		TBD		TBD		FY 15 PAVING CASH
Cedar St.		TBD		TBD		FY 15 PAVING CASH
Denison Ave.		TBD		TBD		FY 15 PAVING CASH
Goal St.		TBD		TBD		FY 15 PAVING CASH
Kinsler Ave.		TBD		TBD		FY 15 PAVING CASH
Martin St		TBD		TBD		FY 15 PAVING CASH
Nelms Ln.		TBD		TBD		FY 15 PAVING CASH
Oak Glen Dr.		TBD		TBD		FY 15 PAVING CASH
Perry St		TBD		TBD		FY 15 PAVING CASH
Quillen St.		TBD		TBD		FY 15 PAVING CASH
Rosefield Dr.		TBD		TBD		FY 15 PAVING CASH
Tyson Ln.		TBD		TBD		FY 15 PAVING CASH
Algood Dr.		TBD		TBD		FY 15 PAVING CASH
Algood Ln.		TBD		TBD		FY 15 PAVING CASH
Algood St.		TBD		TBD		FY 15 PAVING CASH
Echo Ct.		TBD		TBD		FY 15 PAVING CASH
Fairway Ave.		TBD		TBD		FY 15 PAVING CASH
Gilmer St.		TBD		TBD		FY 15 PAVING CASH
Glen Ave.		TBD		TBD		FY 15 PAVING CASH
Highpoint Ave		TBD		TBD		FY 15 PAVING CASH
Highpoint Cir.		TBD		TBD		FY 15 PAVING CASH
Kerns St.		TBD		TBD		FY 15 PAVING CASH
Luray Pl.		TBD		TBD		FY 15 PAVING CASH
Lynn Ave.		TBD		TBD		FY 15 PAVING CASH
Marcum Ave.		TBD		TBD		FY 15 PAVING CASH
Roan St.		TBD		TBD		FY 15 PAVING CASH
Roan Ct.		TBD		TBD		FY 15 PAVING CASH
Stonewall St		TBD		TBD		FY 15 PAVING CASH
Suncrest Dr		TBD		TBD		FY 15 PAVING CASH



AGENDA

BOARD OF MAYOR AND ALDERMEN

REGULAR BUSINESS MEETING

Tuesday, August 5, 2014

Large Courtroom – 2nd 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

I. CALL TO ORDER

II.A. PLEDGE OF ALLEGIANCE TO THE FLAG

II.B. INVOCATION – Pastor Matthew Thomas, The Great Commission Church

III.A. ROLL CALL

IV. RECOGNITIONS & PRESENTATIONS

None

V. APPROVAL OF MINUTES

1. Regular Work Session – July 14, 2014
2. Regular Business Meeting – July 15, 2014

VI. COMMUNITY INTEREST ITEMS

AA. PUBLIC HEARINGS

1. Public Hearing and Consideration of Ordinance to Amend Zoning of Parcel 2.05 and a Portion of Parcels 2, 3, and 4, Tax Map 77H, Located off Fort Henry Drive in the 11th Civil District of Sullivan County (AF: 216-2014) (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. Consideration of an Ordinance to Adopt the 2012 International Building and Related Codes, 2011 National Electric Code and the 2009 International Energy Conservation Code (AF: 209-2014) (Lynn Tully)
 - Ordinance – First Reading
2. Consideration of a Budget Ordinance Appropriating Available Funds to WA1503; and a Resolution Awarding the Bid for the Beech Creek Area Waterline Improvements Project to Thomas Construction Company, Inc. and Authorize the Mayor to Sign All Applicable Documents (AF: 212-2014) (Chad Austin)
 - Ordinance – First Reading
 - Resolution
3. Consideration of a Budget Ordinance Appropriating Available Funds to SW1504 for Funding of Sewer Lift Station Bypass Pump Connections (AF: 220-2014) (Niki Ensor / Ryan McReynolds)
 - Ordinance – First Reading
4. Consideration of an Ordinance to Amend the FY14 Operating Budgets and Various Projects (AF: 203-2014) (Jeff Fleming)
 - Ordinance

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION

1. Consideration of an Ordinance to Amend Zoning of Parcel 1, Tax Map 46H, Located off Lynn Garden Drive in the 11th Civil District of Sullivan County (AF: 185-2014) (Ken Weems)
 - Ordinance – **Second Reading and Final Adoption**
2. Consideration of a Budget Ordinance Regarding MPO11A Resurfacing of Lincoln Street (AF: 200-2014) (Ryan McReynolds)
 - Ordinance – **Second Reading and Final Adoption**

3. Consideration of a Budget Ordinance Appropriating Available Funds to GP1301 for a Change Order to the GRC Construction Services Contract to Include Power System Upgrades and Structural Modifications for the Johnson Stadium Improvements Project and Authorize the Mayor to Sign All Applicable Documents (AF: 201-2014) (Ryan McReynolds)
 - Ordinance – **Second Reading and Final Adoption**
4. Consideration of an Ordinance to Appropriate the Funds to Express the Official Intent of the City of Kingsport that Certain Expenditures to be Incurred in Connection with the Expenditure of Funds in the Construction of the Centennial Ball Fields be Reimbursed from the Proceeds of Notes, Bonds, or Other Indebtedness to be Issued by the City (AF: 197-2014) (Jim Demming / Jeff Fleming)
 - Ordinance – **Second Reading and Final Adoption**

D. OTHER BUSINESS

1. Consideration of a Resolution Awarding the Bid for the Purchase of Road Salt to Cargill, Inc. for FY15 (AF: 208-2014) (Ryan McReynolds)
 - Resolution
2. Consideration of a Resolution Authorizing the Mayor to Execute the Resource Sharing Agreement for Organization of Watauga Libraries (AF: 211-2014) (Morris Baker)
 - Resolution
3. Consideration of a Resolution Authorizing the Mayor to Execute a Renewal Lease Agreement with Pinnacle Towers LLC, a Company that Operates a Transmission Tower on Bays Mountain/City of Kingsport Property (AF: 55-2014) (Chief Quillin)
 - Resolution
4. Consideration of a Resolution Authorizing the Mayor Sign All Documents Necessary and Proper to Enter Into an Agreement with Criterion Pictures (AF: 215-2014) (Angela Yingling)
 - Resolution
5. Consideration of a Resolution to Accept Deeds and Deeds of Easement for Various City Projects (AF: 218-2014) (Mike Billingsley)
 - Resolution
6. Consideration of a Resolution to Adopt an Interim Annexation Policy (AF: 219-2014) (Lynn Tully)
 - Resolution
7. Consideration of a Resolution to Authorize the Mayor to Sign All Documents Necessary to Apply and Receive a Clean Tennessee Energy Grant through the State of Tennessee, Department of Environment and Conservation (AF: 221-2014) (Ryan McReynolds)
 - Resolution

Revised resolution
and report – 8/5/14

8. Consideration of a Resolution to Approve Agreements with FC Dallas Tri Soccer Organization (AF: 210-2014) (Chris McCartt)
 - Resolution

E. APPOINTMENTS

1. Consideration of Appointment to the Employee Dependent Scholarship Program (AF: 222-2014) (Mayor Phillips)
 - Appointment
2. Consideration of Reappointments to the Beverage Board (AF: 223-2014) (Mayor Phillips)
 - Appointments
3. Consideration of Appointment to the Board of Zoning Appeals (AF: 224-2014) (Mayor Phillips)
 - Appointment

VII. CONSENT AGENDA

1. Consideration of Issuance of Certificate of Compliance for Sam's Package Store to Sell Retail Alcoholic Beverages (AF: 217-2014) (Jim Demming)
 - Certificate of Compliance
2. Declaration by the Mayor of a Vacancy on the Board of Education and Consideration of the Appointment of an Individual to the Board of Education to Serve Until July 1, 2015 (AF: 213-2014) (Mayor Phillips)
 - Declaration of Vacancy
3. Declaration by the Mayor of a Vacancy on the Board of Education and Consideration of the Appointment of an Individual to the Board of Education to Serve Until July 1, 2015 (AF: 214-2014) (Mayor Phillips)
 - Declaration of Vacancy

VIII. COMMUNICATIONS

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

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

IX. ADJOURN

Minutes of the Regular Work Session of the
Board of Mayor and Aldermen, City of Kingsport, Tennessee
Monday, July 14, 2014, 4:30 PM
Council Room – City Hall

PRESENT: Board of Mayor and Aldermen

Mayor Dennis Phillips
Alderman John Clark
Alderman Colette George

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

City Administration

Jeff Fleming, City Manager
Joseph E. May, Interim City Attorney
J. Michael Billingsley, City Attorney
James H. Demming, City Recorder

1. **CALL TO ORDER:** 4:30 p.m. by Mayor Phillips.
2. **ROLL CALL:** By Deputy City Recorder Marshall.

3. **UPDATES ON J. FRED JOHNSON STADIUM.** Assistant City Manager Ryan McReynolds presented information on the changes to the original scope listed under Item VI.B.2 on the regular business meeting agenda. He stated the fault lies in the design and that GRC Construction has acted to keep the project moving forward at their own risk. Mr. McReynolds commented staff would pursue reimbursement avenues in the future with the design engineer. He further noted the stadium is still anticipated to be operational by the first football game.

***NOTE:** Items VI.D.4, VI.D. 5 and VI.D.7 from the regular business meeting agenda were discussed at this time to accommodate citizens in the audience. The work session agenda resumed thereafter.*

4. **INTERIM ANNEXATION POLICY PRESENTATION.** Development Services Director Lynn Tully gave a presentation on this item, noting the past annexation trends and current issues regarding annexation now that the law has changed. She stated requested annexations will now be placed in categories to determine if they are eligible to be annexed. Mayor Phillips pointed out the cost to the city is most important. Discussion ensued.

5. **DISCUSSION OF VACANCY CREATED BY RESIGNATION OF ALDERMAN SHUPE.** City Manager Fleming stated he received a letter of resignation from Alderman Jantry Shupe on July 7 and the city attorney responded on July 8 with the process to be followed for Mr. Shupe's replacement. City Attorney Billingsley noted the mayor must first declare the vacancy at the BMA meeting and the position needs to be filled within 30 days. He pointed out there was no specific process for filling it, once the vacancy was declared, but in the past it has been by motion. The mayor mentioned that Mr. Andy Hall was being considered as a candidate and no other name was on the table.

Minutes of the Regular Work Session of the Board of Mayor and Aldermen of Kingsport, Tennessee, Monday, July 14, 2014

6. WORK SESSION TICKLER. Alderman Clark asked if there were trigger points for monitoring revenue increases or decreases that would result in action from the Management Team. City Manager Fleming stated a meeting has been scheduled this week to address this issue. Budget Director Judy Smith provided information on the current sales tax revenue. Some discussion followed. Alderman George inquired on the status of the carousel. Community Services Director Morris Baker stated the site work should be wrapped up in September and construction can begin, noting the project should be finished by March of 2015. Mayor Phillips commented there have been many delays to this project, which can be discouraging to citizens.

7. REVIEW OF AGENDA ITEMS ON THE JULY 15, 2014 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.AA.1 Public Hearing and Consideration of an Ordinance to Amend Zoning of Parcel 1, Tax Map 46H, Located Off Lynn Garden Drive in the 11th Civil District of Sullivan County (AF: 185-2014). City Planner Ken Weems stated the owner has requested the zoning be changed from B1 to B3 for commercial use. He pointed out the adjacent property owners were in support of this change.

VI.AA.2 Public Hearing for Annexation Annual Plan of Services Report (AF: 196-2014). City Planner Ken Weems noted that all plans of service listed were up to date and that two of them are actually complete and would be falling off.

VI.D.4 Consideration of a Resolution Authorizing the Mayor to Execute Agreements with Various Agencies and Organizations for Services in Fiscal Year 2014-2015 Benefiting the General Welfare of Kingsport Residents (AF: 188-2014). City Manager Fleming noted the amount listed is the same as what was presented in the budget, as well as the same as last year. Vice-Mayor McIntire questioned the amount given to the Visitor's Bureau and stated he would like the board to review these before next year to see if other options may be more beneficial. Some discussion ensued.

VI.D.5 Consideration of a Resolution Authorizing the Mayor to Sign All Documents Necessary and Proper to Enter into a Lease Agreement with Sleepy Owl Brewery for the Use of City-Owned Property Located at 151 East Main Street (AF: 199-2014). Assistant City Manager Chris McCartt discussed this item, stating Mr. Brian Connatser, the owner of the business, would like to lease the adjacent depot/dock area, which is owned by the city. His plan is to retrofit the area and add a rail. This will not only provide more room for his patrons, but it will also make it safer. Mr. Connatser pointed out there are more families coming in and the green space would be beneficial to them as well as for his food vendors. City Manager Fleming noted any improvements made would revert back to the city should the business cease for any reason.

Minutes of the Regular Work Session of the Board of Mayor and Aldermen of Kingsport, Tennessee, Monday, July 14, 2014

VI.D.7 Consideration of a Resolution to Donate Funds to KEDB for Economic Development Purposes (AF: 202-2014). City Manager Fleming explained this was a more of a pass through, noting the city can't write a check for economic development directly. He further stated this would implement the \$25,000 designated in the budget. Representatives of Kingsport Deals stated this program is touching 10,000 people on a routine basis.

VI.D.8 Consideration of a Resolution Repealing Resolution No. 2014-158 and Adopting a Resolution Approving an Agreement with the Industrial Development Board of the City of Kingsport, Tennessee (KEDB) for a Contribution for Economic or Industrial Development (AF: 205-2014). City Manager Fleming noted this change addressed the interest regarding the Armory property.

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 6:20 p.m.

ANGELA MARSHALL
Deputy City Recorder

DENNIS R. PHILLIPS
Mayor

Minutes of the Regular Business Meeting of the
Board of Mayor and Aldermen of the City of Kingsport, Tennessee
Tuesday, July 15, 2014, 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 Colette George Alderman Tom Segelhorst

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

- I. **CALL TO ORDER:** 7:00 p.m., by Mayor Dennis R. Phillips.
- II.A. **PLEDGE OF ALLEGIANCE TO THE FLAG:** Preston Hall.
- II.B. **INVOCATION:** Mr. Paul Becker, Concordia Lutheran Church.
- III. **ROLL CALL:** By City Recorder Demming. All Present.
- IV. **RECOGNITIONS AND PRESENTATIONS.**
 - 1. Keep Kingsport Beautiful Beautification Awards – Ms. Robin Cleary and Alderman George presented these awards to the citizens present.
- V. **APPROVAL OF MINUTES.**

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

- A. June 30, 2014 Regular Work Session
- B. July 1, 2014 Regular Business Meeting

Approved: All present voting “aye.”

VI. **COMMUNITY INTEREST ITEMS.**

A. **ALDERMAN VACANCY.**

1. **Declaration by the Mayor of a Vacancy on the Board of Mayor and Aldermen and Consideration of the Appointment of an Individual as Alderman to Serve Until the First Meeting in July, 2015** (AF: 206-2014) (Mayor Phillips). The Mayor stated Jantry Shupe’s letter of resignation was received on July 7 and he declared this position on the Board to be vacant. He noted this was discussed at the work session yesterday and Andy Hall’s name was placed on the table with no opposition. The board unanimously voted in favor of Mr. Hall and he was sworn in by City Recorder Demming. The Mayor read Mr. Hall’s bio and stated Mr. Hall would serve the remainder of Mr. Shupe’s term, which is through June 30, 2015.

Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen of the City of Kingsport, Tennessee, Tuesday, July 15, 2014

Motion/Second: Segelhorst/ McIntire, to pass:

DECLARATION BY THE MAYOR OF A VACANCY ON THE BOARD OF MAYOR AND ALDERMEN AND CONSIDERATION OF THE APPOINTMENT OF ANDY HALL AS ALDERMEN TO SERVE UNTIL THE FIRST MEETING IN JULY, 2015

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

AA. PUBLIC HEARINGS.

1. Public Hearing and Consideration of an Ordinance to Amend Zoning of Parcel 1, Tax Map 46H, Located Off Lynn Garden Drive in the 11th Civil District of Sullivan County (AF: 185-2014). (Ken Weems).

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

Motion/Second: McIntire/Parham, to pass:

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY ADJACENT TO LYNN GARDEN DRIVE AND WEST SULLIVAN STREET FROM B-1, NEIGHBORHOOD BUSINESS DISTRICT TO B-3, HIGHWAY ORIENTED BUSINESS DISTRICT IN THE 11TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on first reading: All present voting "aye" except George "abstained."

2. Public Hearing for Annexation Annual Plan of Services Report (AF: 196-2014) (Corey Shepherd).

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

A. PUBLIC COMMENT. Mayor Phillips invited citizens in attendance to speak about any of the remaining agenda items. Mr. Richard Johnson commented.

B. BUSINESS MATTERS REQUIRING FIRST READING.

1. Consideration of a Budget Ordinance Regarding MPO11A Resurfacing of Lincoln Street and a Resolution Awarding the Bid for the Resurfacing of Lincoln Street to Summers-Taylor, Inc. and Authorize the Mayor to Sign All Applicable Documents (AF: 200-2014) (Ryan McReynolds).

Motion/Second: McIntire/Segelhorst, to pass:

AN ORDINANCE TO AMEND THE MPO PROJECT FUND BUDGET BY APPROPRIATING GRANT FUNDS TO FOR RESURFACING LINCOLN STREET FOR THE YEAR ENDING JUNE 30, 2015; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen of the City of Kingsport, Tennessee, Tuesday, July 15, 2014

Motion/Second: Segelhorst/Hall, to pass:

Resolution No. 2014-248, A RESOLUTION AWARDDING THE BID FOR RESURFACING OF LINCOLN STREET TO SUMMERS-TAYLOR, 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."

2. Consideration of a Budget Ordinance Appropriating Available Funds to GP1301; and a Resolution Authorizing a Change Order to the GRC Construction Services Contract to Include Power System Upgrades and Structural Modifications for the Johnson Stadium Improvements Project and Authorize the Mayor to Sign All Applicable Documents (AF: 201-2014) (Ryan McReynolds). Assistant City Manager McReynolds presented this item and explained the design engineer is at fault for these change orders, including the generator change order from the last meeting. He stated GRC has kept the project moving forward at their own risk. He pointed out most contracts have a built in 6% contingency, but this contract did not. The change orders add up to a 2.6% increase which would have been well within a contingency. Mr. McReynolds confirmed staff will be seeking reimbursement compensation from the design engineer.

Motion/Second: Segelhorst/George, to pass:

AN ORDINANCE TO AMEND THE GENERAL PROJECT FUND BUDGET BY TRANSFERRING FUNDS TO THE J. FRED JOHNSON STADIUM IMPROVEMENTS PROJECT FOR THE YEAR ENDING JUNE 30, 2015; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

Motion/Second: Parham/George, to pass:

Resolution No. 2014-249, A RESOLUTION APPROVING CHANGE ORDER #2 TO THE CONTRACT WITH GOINSRASHCAIN, INC. FOR POWER SYSTEM UPGRADES AND STRUCTURAL MODIFICATIONS FOR THE J. FRED JOHNSON STADIUM IMPROVEMENTS PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE CHANGE ORDER

Passed: All present voting "aye."

3. Consideration of a Resolution to Express the Official Intent of the City of Kingsport that Certain Expenditures to be Incurred in Connection with the Expenditure of Funds in the Construction of the Centennial Ball Fields be Reimbursed from the Proceeds of Notes, Bonds, or Other Indebtedness to be Issued by the City and Consideration of an Ordinance to Appropriate the Funds (AF: 197-2014) (Jim Demming/Jeff Fleming).

Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen of the City of Kingsport, Tennessee, Tuesday, July 15, 2014

Motion/Second: McIntire/Segelhorst, to pass:

Resolution No. 2014-250, A RESOLUTION EXPRESSING OFFICIAL INTENT THAT CERTAIN EXPENDITURES TO BE INCURRED IN CONNECTION WITH CERTAIN PUBLIC WORKS PROJECTS BE REIMBURSED FROM PROCEEDS OF NOTES, BONDS, OR OTHER INDEBTEDNESS TO BE ISSUED BY THE CITY OF KINGSFORT, TENNESSEE

Passed: All present voting "aye."

Motion/Second: McIntire/Parham, to pass:

AN ORDINANCE TO AMEND THE GENERAL FUND AND GENERAL PROJECT FUND BUDGETS BY APPROPRIATING FUNDS TO THE SOFTBALL BASEBALL COMPLEX PROJECT FOR THE YEAR ENDING JUNE 30, 2015; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION.

1. Consideration of a Budget Ordinance Appropriating Available Funds to GP1401, WA1500, and SW1500 for the Cooks Valley Road Improvements Phase 2 Project to Vic Davis Construction Company, Inc. and Authorize the Mayor to Sign All Applicable Documents (AF: 181-2014) (Ryan McReynolds).

Motion/Second: George/McIntire, to pass:

ORDINANCE NO. 6418, AN ORDINANCE TO AMEND THE WATER PROJECT, SEWER PROJECT AND GENERAL PROJECT FUND BUDGETS BY TRANSFERRING FUNDS FOR COOKS VALLEY ROAD IMPROVEMENT PHASE 2 FOR THE YEAR ENDING JUNE 30, 2015; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

2. Consideration of a Budget Ordinance Appropriating Available Funds to SW1501 for Funding of Colonial Heights Annexation Phase 2 Sewer Extension Project and Authorize the Mayor to Sign All Applicable Documents (AF: 186-2014) (Chad Austin/Ryan McReynolds).

Motion/Second: McIntire/George, to pass:

ORDINANCE NO. 6419, AN ORDINANCE TO AMEND THE SEWER PROJECT FUND BY TRANSFERRING FUNDS FOR THE COLONIAL HEIGHTS PHASE 2 SEWER LINE EXTENSION FOR THE FISCAL YEAR ENDING JUNE 30, 2015; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

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3. Consideration of a Budget Ordinance Authorizing the City Manager to Issue a Purchase Order to Motorola Solutions to Purchase Replacement Radios for the City of Kingsport (AF: 190-2014) (Chief Quillin).

Motion/Second: Parham/Clark, to pass:

ORDINANCE NO. 6420, AN ORDINANCE TO AMEND THE GENERAL PROJECT FUND BUDGET FOR THE YEAR ENDING JUNE 30, 2014; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

4. Consideration of a Budget Ordinance Appropriating Available Funds to GP1301 Authorizing a Change Order to the GRC Construction Services Contract to Include Emergency Generator Work for the Johnson Stadium Improvements Project and Authorize the Mayor to Sign All Applicable Documents (AF: 192-2014) (Ryan McReynolds).

Motion/Second: Segelhorst/Parham, to pass:

ORDINANCE NO. 6421, AN ORDINANCE TO AMEND THE GENERAL PROJECT FUND BUDGET BY TRANSFERRING FUNDS TO THE J. FRED JOHNSON STADIUM IMPROVEMENTS PROJECT FOR THE YEAR ENDING JUNE 30, 2014; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

D. OTHER BUSINESS.

1. Consideration of a Resolution Authorizing the Kingsport Fire Department's Fire Marshal's Office to Apply and Receive a Funding Grant for Equipment from FM Global (AF: 191-2014) (Chief Dye/Chris Vandagriff).

Motion/Second: Segelhorst/George, to pass:

Resolution No. 2014-251, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A GRANT FROM FM GLOBAL FOR THE KINGSFORT FIRE DEPARTMENT

Passed: All present voting "aye."

2. Consideration of a Resolution Authorizing the Mayor to Execute All Documents Necessary and Proper to Enter Into an Agreement with Denark Construction for the Construction of the Centennial Ball Park Baseball/Softball Complex (AF: 184-2014) (Chris McCartt).

Motion/Second: McIntire/Clark, to pass:

Resolution No. 2014-252, A RESOLUTION AWARDED THE BID FOR THE PROJECT INSPIRE - CENTENNIAL BALL PARK CONSTRUCTION PROJECT TO DENARK

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, July 15, 2014**

CONSTRUCTION COMPANY 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."

3. Consideration of a Resolution Authorizing the Mayor to Sign a Grant Application with the U.S. Department of Agriculture for a Partnership with the City of Kingsport Related to Stream Quality Improvements (AF: 204-2014) (Steve Robbins).

Motion/Second: Parham/Segelhorst, to pass:

Resolution No. 2014-253, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A UNITED STATES DEPARTMENT OF AGRICULTURE NATURAL RESOURCES CONSERVATION SERVICE REGIONAL CONSERVATION PARTNERSHIP PROGRAM GRANT

Passed: All present voting "aye."

4. Consideration of a Resolution Authorizing the Mayor to Execute Agreements with Various Agencies and Organizations for Services in Fiscal Year 2014-2015 Benefiting the General Welfare of Kingsport Residents (AF: 188-2014) (Jeff Fleming).

Motion/Second: Segelhorst/Clark, to pass:

Resolution No. 2014-254, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS WITH THE SULLIVAN COUNTY ECONOMIC DEVELOPMENT PARTNERSHIP (NETWORKS), THE GREATER KINGSFORT AREA CHAMBER OF COMMERCE, INC. FOR THE KINGSFORT CONVENTION AND VISITORS BUREAU AND THE GREATER KINGSFORT AREA CHAMBER OF COMMERCE, INC. FOR THE HEALTHY KINGSFORT PROGRAM FOR SERVICES IN FISCAL YEAR 2014-2015 BENEFITING THE GENERAL WELFARE OF KINGSFORT RESIDENTS

Passed: All present voting "aye."

5. Consideration of a Resolution Authorizing the Mayor to Sign All Documents Necessary and Proper to Enter into a Lease Agreement with Sleepy Owl Brewery for the Use of City-Owned Property Located at 151 East Main Street (AF: 199-2014) (Chris McCartt).

Motion/Second: Segelhorst/Parham, to pass:

Resolution No. 2014-255, A RESOLUTION APPROVING A LEASE WITH SLEEPY OWL BREWERY, LLC, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

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6. Consideration of a Resolution Approving an Adult Education Grant Contract with the State of Tennessee Department of Labor and Workforce Development for Kingsport City Schools (AF: 207-2014) (David Frye).

Motion/Second: McIntire/Clark, to pass:

Resolution No. 2014-256, A RESOLUTION AUTHORIZING THE MAYOR OR SUPERINTENDENT OF SCHOOLS TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO RECEIVE AN ADULT EDUCATION GRANT FROM THE STATE OF TENNESSEE DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT FOR 2014-2015 AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE CONTRACT OR THIS RESOLUTION

Passed: All present voting "aye."

7. Consideration of a Resolution to Donate Funds to KEDB for Economic Development Purposes (AF: 202-2014) (Jeff Fleming).

Motion/Second: Segelhorst/Clark, to pass:

Resolution No. 2014-257, A RESOLUTION APPROVING A CONTRIBUTION TO THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSPORT, TENNESSEE FOR ECONOMIC DEVELOPMENT (KEDB) AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

Passed: All present voting "aye."

8. Consideration of a Resolution Repealing Resolution No. 2014-158 and Adopting a Resolution Approving an Agreement with the Industrial Development Board of the City of Kingsport, Tennessee (KEDB) for a Contribution for Economic or Industrial Development (AF: 205-2014) (Chris McCartt).

Motion/Second: Parham/McIntire, to pass:

Resolution No. 2014-258, A RESOLUTION TO REPEAL RESOLUTION NO. 2014-158 AND TO ADOPT IN ITS PLACE A RESOLUTION TO APPROVE AN AGREEMENT WITH THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSPORT, TENNESSEE (KEDB) FOR A CONTRIBUTION FOR ECONOMIC DEVELOPMENT; TO AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT; TO AUTHORIZE THE MAYOR TO MAKE CERTAIN CHANGES TO THE AGREEMENT, IF NECESSARY; TO AUTHORIZE THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION; TO EXPRESS THE INTENT OF THE BOARD TO ESTABLISH ONE OR MORE PROJECT ACCOUNTS IN AN ORDINANCE APPROPRIATING FUNDS TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION, AND TO FIX THE EFFECTIVE DATE OF THIS RESOLUTION

Passed: All present voting "aye."

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E. APPOINTMENTS/REAPPOINTMENTS. None.

VII. CONSENT AGENDA. None.

VIII. COMMUNICATIONS.

A. CITY MANAGER. Mr. Fleming referenced Item VI.D.7 and encouraged local businesses to use Kingsport Deals.

B. MAYOR AND BOARD MEMBERS. Alderman George wished Mr. Shupe well and welcomed Alderman Hall. She also encouraged participation in FunFest this week. Alderman Hall thanked the Mayor for this opportunity and also thanked the board for their confidence in him. Alderman Segelhorst congratulated the Fleet Department and Fleet Manager Steve Hightower for 109 days of being injury free. He congratulated Alderman Hall, the Beautification Award winners and commented on FunFest. Alderman Clark thanked the FunFest sponsors, volunteers, participants and staff, noting there are many activities that promote Healthy Kingsport. Alderman Parham congratulated Alderman Hall and commented on the need to reach to citizens in the newly annexed areas to serve the city on commissions and boards. Mr. Parham also congratulated the police department on their recent ceremony to acknowledge promotions, awards and new hires. Alderman George thanked Alderman Clark and Alderman Parham for running in the Crazy 8s FunFest race. Mayor Phillips commented on the passing of the first FunFest chairman Frank Brewer, as well as the 50 year anniversary of The Haggie Shop.

C. VISITORS. Mr. Richard Johnson and Ms. Mary McNabb made comments.

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

ANGELA MARSHALL
Deputy City Recorder

DENNIS R. PHILLIPS
Mayor



AGENDA ACTION FORM

Public Hearing and Consideration of Ordinance to Amend Zoning of Parcel 2.05 and a Portion of Parcels 2, 3, and 4, Tax Map 77H, Located off Fort Henry Drive in the 11th Civil District of Sullivan County

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

Action Form No.: AF-216-2014
Work Session: August 4, 2014
First Reading: August 5, 2014

Final Adoption: August 19, 2014
Staff Work By: Ken Weems
Presentation By: Ken Weems

Recommendation:

Hold public hearing.

Approve ordinance amending the zoning ordinance to rezone parcels from PD, Planned Development to B-4P, Planned Business District and from B-4P, Planned Business District to PD, Planned Development.

Executive Summary:

This is an owner-requested rezoning of approximately 14 acres/ 1 whole parcel and a portion of 3 parcels located on both sides of the Fort Henry Drive Walmart from PD to B-4P and from B-4P to PD. The rezonings will allow commercial and residential use of the Riverbend property consistent with the land use identified in the Ft. Henry Drive Zoning Study. The Planning Commission received comment from three adjacent property owners about the rezoning during their July meeting. The comments were supportive of the rezoning effort and stressed importance of sending the Board a recommendation based on proposed land use as opposed to proposed development amenities. During their July 2014 regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation for the rezoning to the Board of Mayor and Aldermen. The Notice of Public Hearing was published on July 21, 2014.

Attachments:

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

Funding source appropriate and funds are available: _____

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

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN to all citizens of the City of Kingsport, Tennessee, to all persons interested, and the public at large that the City of Kingsport Board of Mayor and Aldermen will conduct a Public Hearing during its regular business meeting on August 5, 2014 to consider the rezoning for a portion of parcels 3 and 4 on tax map 77H located along Fort Henry Drive from PD District to B-4P District. The regular business meeting will begin at 7:00 p.m. in the large courtroom located on the second floor of City Hall, at 225 W. Center Street, Kingsport, Tennessee.

The property proposed for rezoning is generally described as follows:

Beginning on a concrete right of way monument in the true westerly right of way line of Fort Henry Drive (State Route 36), corner to William A. Cox & Deana M. Cox (Book 2903C, Page 164) and First Southeast Development LLC (Book 3080, Page 1853(Parcel No. 2)); thence with the line of said Cox seven calls, (1) N 11°05'21" E 209.46' to an iron rod, (2) N 34°11'52" W 48.25' to an iron rod, (3) N 25°12'24" W 37.37' to an iron rod, (4) N 10°18'39" E 77.76' to an iron rod, (5) N 17°14'13" E 92.69' to an iron rod, (6) N 20°10'06" E 85.41' to an iron rod, (7) N 22°05'32" E 47.83' to a point; thence Due East 360.46' to a point; thence S 6°28'58" W 291.23' to a point; thence S 14°58'20" W 432.90' to a point in the true westerly right of way line of Fort Henry Drive; thence with said right of way line three calls, (1) N 89°55'43" W 9.12' to an iron rod, (2) N 76°12'39" W 313.31' to an iron rod, (3) N 10°14'55" E 65.12' to the Point of Beginning.

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

CITY OF KINGSPORT
Angie Marshall, Deputy City Clerk
PIT: 7/21/14

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 August 5, 2014 to consider the rezoning for parcel 2.05 and a portion of parcels 2 and 3 on tax map 77H located along Fort Henry Drive from B-4P District to PD District. The regular business meeting will begin at 7:00 p.m. in the large courtroom located on the second floor of City Hall, at 225 W. Center Street, Kingsport, Tennessee.

The property proposed for rezoning is generally described as follows:

Tract 1:

Beginning at an iron rod, corner to Lot 2-R (Wal-Mart Real Estate Business Trust Lot – Fort Henry Drive Replat Lot 2, Bradley Farm Subdivision, Plat Book 52, Page 506) and First Southeast Development LLC (Book 3080, Page 1853, Parcel 1); thence with the common line of said Lot 2-R and said First Southeast Development LLC, N 1°51'10" W 355.02' to a point on line of said Lot 2-R; thence leaving the said line, N 90°00'00" E 388.05' to a point; thence S 6°28'58" W 343.43' to a point; thence S 87°40'20" W 336.84' to a point; thence N 86°15'19" W 1.23' to an iron rod at the Point of Beginning.

Tract 2:

Beginning on an iron rod in the true westerly right of way line of Fort Henry Drive (State Route 36), corner of Lot 2-A & Lot 2-R (Wal-Mart Real Estate Business Trust Lot – Fort Henry Drive Replat Lot 2, Bradley Farm Subdivision, Plat Book 52, Page 506); thence with the common line of said Lot 2-A & Lot 2-R, N 3°52'14" E 1250.49' to an iron rod; thence leaving said common line, S 30°57'46" E 306.43' to a point; thence S 80°56'39" E 188.88' to a point in the true southerly right of way line of a new road (60' R.O.W.); thence with said true southerly right of way line two calls, (1) S 14°36'16" W 105.52' to a point, (2) on an arc to the left, Delta = 11.6770, R = 115.000, L = 23.437 to a point; thence N 86°26'28" W 156.08' to a point; thence S 3°43'14" W 301.14' to a point; thence S 3°49'52" W 263.46' to an iron rod, corner of Lot 1 (Riverbend Development Subdivision, Plat Book 53, Page 262); thence with the line of said Lot 1, S 0°29'46" E 254.71' to an iron rod in the true westerly right of way line of Fort Henry Drive; thence with the true westerly right of way line of Fort Henry Drive three calls, (1) S 89°30'14" W 82.09' to an iron rod, (2) S 76°49'14" W 93.74' to an iron rod, (3) N 89°47'47" W 34.37' to the Point of Beginning.

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

CITY OF KINGSPORT
Angie Marshall, Deputy City Clerk

PRE-FILED CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO ZONE PROPERTY ALONG FORT HENRY DRIVE TO PD, PLANNED DEVELOPMENT AND B-4P, PLANNED BUSINESS DISTRICT IN THE 11TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the zoning code, text, and map, be and the same is hereby further amended to rezone property along Fort Henry Drive to PD, Planned Development, in the 11th Civil District of Sullivan County; said property to be rezoned being further and more particularly described as follows:

Tract 1:

Beginning at an iron rod, corner to Lot 2-R (Wal-Mart Real Estate Business Trust Lot – Fort Henry Drive Replat Lot 2, Bradley Farm Subdivision, Plat Book 52, Page 506) and First Southeast Development LLC (Book 3080, Page 1853, Parcel 1); thence with the common line of said Lot 2-R and said First Southeast Development LLC, N 1°51'10" W 355.02' to a point on line of said Lot 2-R; thence leaving the said line, N 90°00'00" E 388.05' to a point; thence S 6°28'58" W 343.43' to a point; thence S 87°40'20" W 336.84' to a point; thence N 86°15'19" W 1.23' to an iron rod at the Point of Beginning.

Tract 2:

Beginning on an iron rod in the true westerly right of way line of Fort Henry Drive (State Route 36), corner of Lot 2-A & Lot 2-R (Wal-Mart Real Estate Business Trust Lot – Fort Henry Drive Replat Lot 2, Bradley Farm Subdivision, Plat Book 52, Page 506); thence with the common line of said Lot 2-A & Lot 2-R, N 3°52'14" E 1250.49' to an iron rod; thence leaving said common line, S 30°57'46" E 306.43' to a point; thence S 80°56'39" E 188.88' to a point in the true southerly right of way line of a new road (60' R.O.W.); thence with said true southerly right of way line two calls, (1) S 14°36'16" W 105.52' to a point, (2) on an arc to the left, Delta = 11.6770, R = 115.000, L = 23.437 to a point; thence N 86°26'28" W 156.08' to a point; thence S 3°43'14" W 301.14' to a point; thence S 3°49'52" W 263.46' to an iron rod, corner of Lot 1 (Riverbend Development Subdivision, Plat Book 53, Page 262); thence with the line of said Lot 1, S 0°29'46" E 254.71' to an iron rod in the true westerly right of way line of Fort Henry Drive; thence with the true westerly right of way line of Fort

Henry Drive three calls, (1) S 89°30'14" W 82.09' to an iron rod, (2) S 76°49'14" W 93.74' to an iron rod, (3) N 89°47'47" W 34.37' to the Point of Beginning.

SECTION II. That the zoning code, text, and map, be and the same is hereby further amended to rezone property along Fort Henry Drive to B-4P, Planned Business District, in the 11th Civil District of Sullivan County; said property to be rezoned being further and more particularly described as follows:

Beginning on a concrete right of way monument in the true westerly right of way line of Fort Henry Drive (State Route 36), corner to William A. Cox & Deana M. Cox (Book 2903C, Page 164) and First Southeast Development LLC (Book 3080, Page 1853(Parcel No. 2)); thence with the line of said Cox seven calls, (1) N 11°05'21" E 209.46' to an iron rod, (2) N 34°11'52" W 48.25' to an iron rod, (3) N 25°12'24" W 37.37' to an iron rod, (4) N 10°18'39" E 77.76' to an iron rod, (5) N 17°14'13" E 92.69' to an iron rod, (6) N 20°10'06" E 85.41' to an iron rod, (7) N 22°05'32" E 47.83' to a point; thence Due East 360.46' to a point; thence S 6°28'58" W 291.23' to a point; thence S 14°58'20" W 432.90' to a point in the true westerly right of way line of Fort Henry Drive; thence with said right of way line three calls, (1) N 89°55'43" W 9.12' to an iron rod, (2) N 76°12'39" W 313.31' to an iron rod, (3) N 10°14'55" E 65.12' to the Point of Beginning.

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

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

DENNIS R. PHILLIPS
Mayor

ATTEST:

JAMES H. DEMMING
City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY
City Attorney

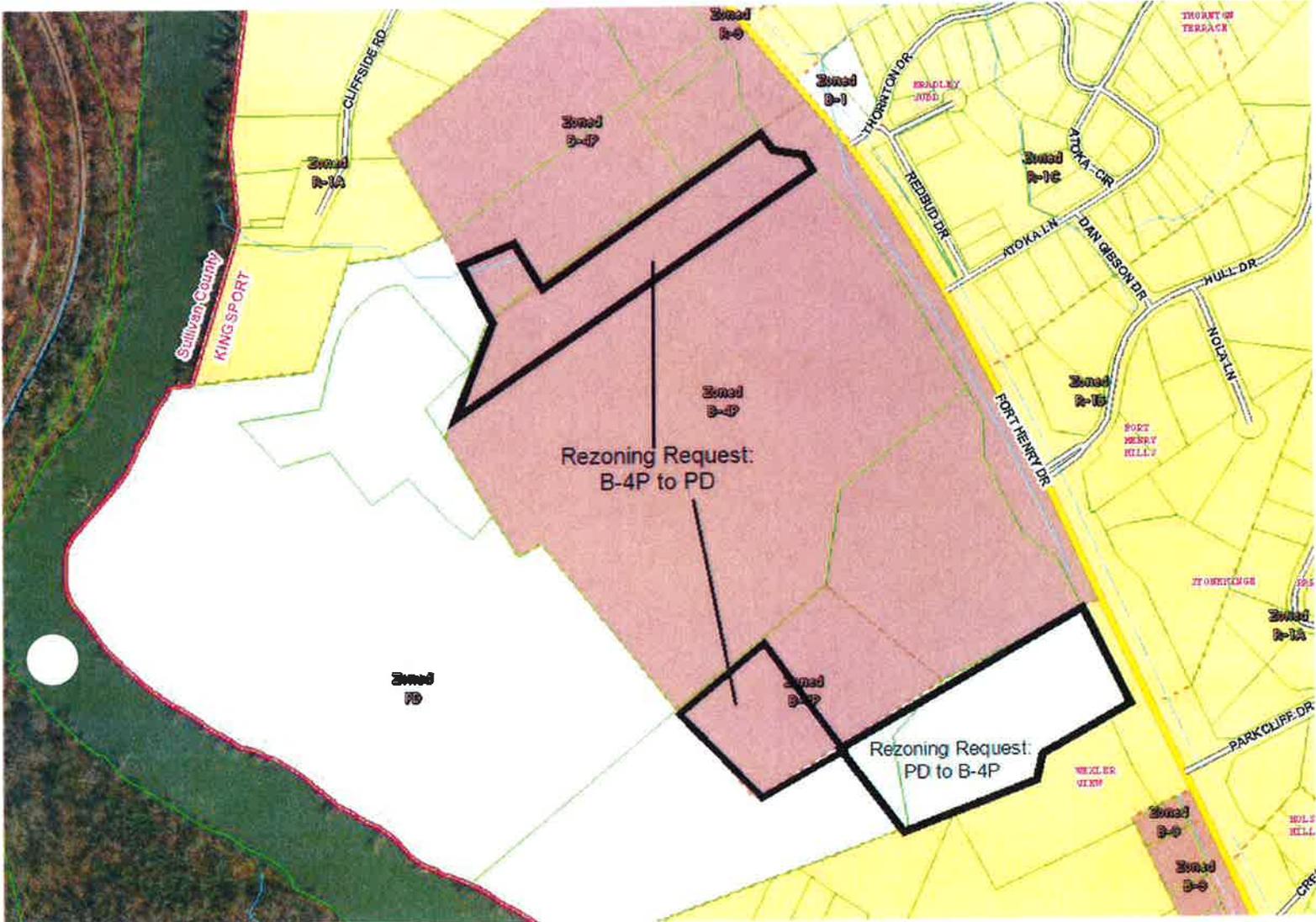
PASSED ON 1ST READING _____
PASSED ON 2ND READING _____

Riverbend 2014 Rezoning

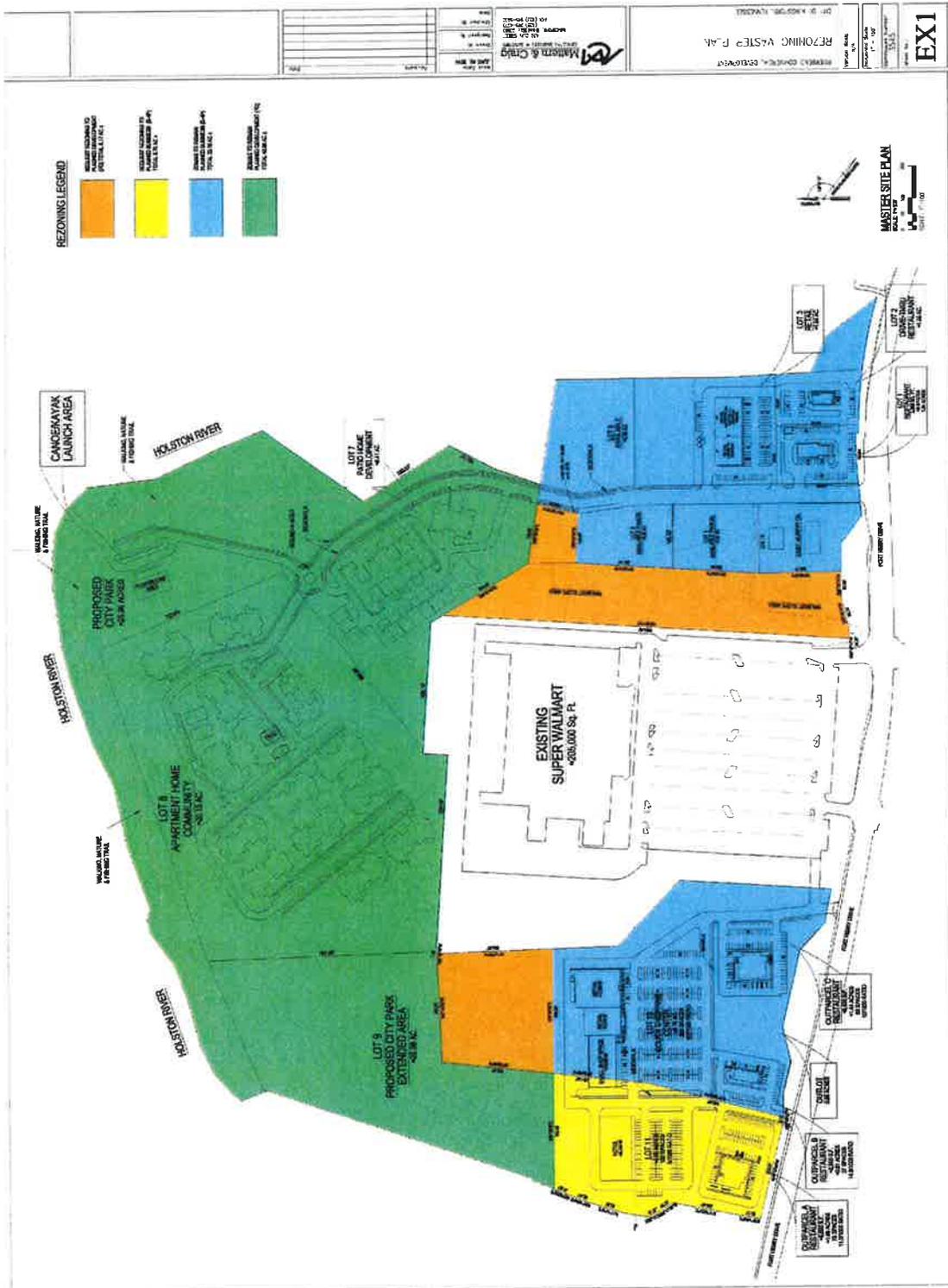
Property Information			
Address	3070, 3308, and 3332 Fort Henry Drive		
Tax Map, Group, Parcel	77H, C, 2.05, a portion of parcels 2, 3, & 4		
Civil District	11		
Overlay District	Not applicable		
Zoning Study Designation	B-4P & PD		
Acres	14 acres +/-		
Existing Use	vacant	Existing Zoning	PD & B-4P
Proposed Use	Multi-Family (PD portion) and Retail (B-4P portion)	Proposed Zoning	B-4P & PD
Owner /Applicant Information			
Name: Dan Elcan, Elcan and Associates, Inc. Address: 3601 Spring Hill Business Park City: Mobile State: AL Zip Code: 36608 Email: delcan@elcaninc.com Phone Number: (251) 460-0069		Intent: To rezone from PD to B-4P and B-4P to PD to allow for retail and restaurant use in the proposed B-4P portion and multifamily use for the proposed PD portion.	
Planning Department Recommendation			
<p>The Kingsport Planning Division recommends approval for the following reasons:</p> <ul style="list-style-type: none"> • The land use intensity generated by the rezoning request conforms with the proposed zoning identified in the Ft. Henry Drive Zoning Study, adopted by the Kingsport Regional Planning Commission on August 18, 2011. • The traffic generated by the proposed commercial and residential activity can be accommodated by the existing principal arterial, Fort Henry Drive. <p>Staff Field Notes and General Comments:</p> <ul style="list-style-type: none"> • The rezoning area consists of vacant property located on both the north side and south side of Walmart, exchanging existing PD and B-4P zones to accomplish goals set forth by the developer. The unique configuration of the northern PD zone request (the portion extending to Fort Henry Drive) is designed to accommodate PD-use signage along Fort Henry Drive. The goal of the B-4P request is to accommodate future retail activity to include restaurants along the southern-most portion of Fort Henry Drive. • Sensitivity to additional traffic generated by new development will be analyzed in the form of a traffic impact analysis being performed by the developer. Proposed traffic lights at both the southern and northern ingress/egress points of the development have been included. Staff is awaiting the results of the impact study being performed by the developer, which will provide a basis for TDOT to determine the need of any additional traffic improvements. The TDOT 2013 traffic count for this portion of Fort Henry Drive is 23,367 vehicles per day. 			

- *The proposed density for the PD portion of the site is approximately 3.7 units per acre. This level of density can be achieved with an open space dedication of 20% of the entire PD district.*
- *Both PD and B-4P zones require development plan approval by the Planning Commission. For rezoning purposes, a conceptual zoning development plan is provided in this report. As specific development occurs on the property, both preliminary and final zoning development (for the B-4P zoned property) and planned development plans (for the PD zoned property) will require future planning commission approval.*
- *Recent area rezonings of this site began in November of 2006 with an owner request to rezone the Riverbend development from R-1B, Residential District, to PD, Planned Development. The rezoning was ultimately approved by both the planning commission and BMA. The thought at the time was to use the commercial development aspect of the PD zone to develop the part of Riverbend that fronts Fort Henry Drive. This method of performing commercial development along Fort Henry Drive did not succeed, in part, due to the amount of residential units that were required to be constructed prior to commercial development proceeding. Subsequently, another successful rezoning occurred in early 2009. This time a rezoning of approximately 14 acres was passed, effectively rezoning the northern portion of the development from PD to B-4P. This latest completed rezoning resulted in the zoning configuration held today.*
- *For the current rezoning request, a total of 2 motions will be required to send a recommendation the BMA. One motion will be required for parcel 2.05 and a portion of parcels 2 and 3 to rezone (or not rezone) from B-4P to PD. A second motion will be required for a portion of parcels 3 and 4 to rezone (or not rezone) from PD to B-4P. From a procedural standpoint, staff found it reasonable to present both rezonings together and in the context of the development as a whole. The provided conceptual site plan reflects this as well.*
- *Staff followed normal standard operating procedure of sending rezoning notification letters to all property owners within 300' of the rezoning requests. Due to past commitments made during previous rezonings of the Riverbend site, staff also sent notification letters to all property owners in the Cliffside and Parkcliff neighborhoods, even though the majority of these parcels are further than 300' from the rezoning requests. In an effort to further inform adjacent property owners, the developer hosted an information meeting on July 17, 2014 from 11:00 a.m. to 2:00 p.m. at the MeadowView Conference Resort & Convention Center. The purpose of this meeting was to provide an opportunity for the public to view and discuss the Riverbend Master Rezoning Plan with Developer Dan Elcan.*
- *Sign package: As part of the rezoning packet, the developer has included a sign package for the development as a whole. As mentioned above, a sign for the PD development is the primary reason for the thin strip of PD zoning extending to Fort Henry Drive on the northern side of the Walmart parking lot (the portion between Walmart parking lot and the existing Murphy Oil).*
- *The required notice of public hearing appeared in the Times-News on July 21, 2014.*

Surrounding Zoning Map



Master Site Plan for Rezoning





AGENDA ACTION FORM

Consideration of an Ordinance to Adopt the 2012 International Building and Related Codes, 2011 National Electric Code and the 2009 International Energy Conservation Code

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



Action Form No.: AF-209-2014
 Work Session: August 4, 2014
 First Reading: August 5, 2014

Final Adoption: August 19, 2014
 Staff Work By: Dee Morgan
 Presentation By: Lynn Tully

Recommendation:

Approve the ordinance.

Executive Summary:

The Building Division currently enforces the 2006 International Building Codes and the 2005 National Electric Code. In order to comply with T.C.A 68-120-101, new codes must be adopted within 7 years of the latest published edition. The most recent editions are the 2012 IBC and the 2014 NEC.

After careful review of the new codes and discussing changes with code officials in our area as well as the GKHBA, the Building Official proposes to adopt the 2012 editions of the International Building Code, International Existing Building Code, International Property Maintenance Code, International Residential Code, International Fuel Gas Code, International Mechanical Code, International Plumbing Code, International Fire Code, the 2009 edition of the International Energy Conservation Code, and the 2011 National Electric Code.

While residential sprinklers are included in the 2012 International Residential Code, the state has exempted all jurisdictions from enforcing that provision by enacting T.C.A. 68-120-101(a)(8). Therefore no further action is required to exempt residential sprinklers beyond adopting the 2012 edition.

Staff recommends adopting the 2009 International Energy Conservation Code instead of the 2012 due to drastic changes between the 2006 and 2012 editions. The 2009 edition has the same insulation value for residential building as the current code, which is more than adequate for our climate. The 2012 edition includes restrictions that are unnecessary for our region and cost prohibitive for our builders. Staff believes that homebuilders and homeowners will best be served by adopting the 2009 edition.

Attachments:

- 1. Ordinance

Funding source appropriate and funds are available: _____

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

PRE-FILED CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF KINGSPORT, AMENDING SECTION 22-96 PERTAINING TO THE BUILDING CODE; AMENDING SECTION 22-121 PERTAINING TO THE ELECTRICAL CODE; AMENDING SECTION 22-284 PERTAINING TO THE FUEL GAS CODE; AMENDING SECTION 22-391 PERTAINING TO THE MECHANICAL CODE; AMENDING SECTION 22-411 PERTAINING TO THE PLUMBING CODE; AMENDING SECTION 22-522 PERTAINING TO THE SWIMMING POOL CODE; AMENDING SECTION 42-46; REPEALING SECTION 42-48 PERTAINING TO THE FIRE CODE; AND FIXING THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That Section 22-96 of the Code of Ordinances, City of Kingsport, Tennessee is hereby amended to read as follows:

Sec. 22-96. Code adopted by reference.

(a) Building Code. The provisions of the International Building Code, 2012 edition, published by the International Code Council, is hereby adopted by reference as though copied verbatim in this subsection. One copy of said code and revisions thereto was on file in the office of the city recorder for a period of 15 days prior to adoption, and the one copy of said code and revisions thereto shall remain on file in the office of the city recorder for public use, inspection and examination.

(b) Existing Buildings Code. The provisions of the International Existing Buildings Code, 2012 edition, published by the International Code Council, are adopted by reference as though copied verbatim in this subsection. One copy of said code and revisions thereto shall remain on file in the office of the city recorder for public use, inspection and examination. One copy of said code and revisions thereto was on file in the office of the city recorder for a period of 15 days prior to adoption, and the one copy of said code and revisions thereto shall remain on file in the office of the city recorder for public use, inspection and examination.

(c) Property Maintenance Code. The provisions of the International Property Maintenance Code, 2012 edition, published by the International Code Council, are adopted by reference as though copied verbatim in this subsection. One copy of said code and revisions thereto shall remain on file in the office of the city recorder for public use, inspection and examination. One copy of said code and revisions thereto was on file in the office of the city recorder for a period of 15 days prior to adoption, and the one copy of said code and revisions thereto shall remain on file in the office of the city recorder for public use, inspection and examination.

(d) Energy Conservation Code. The provisions of the International Energy Conservation Code, 2009 edition, published by the International Code Council, is hereby adopted by reference as though copied verbatim in this subsection. One copy of said code and revisions thereto was on file in the office of the city recorder for a period of 15 days prior to adoption, and that one copy of said code and revisions thereto shall remain on file in the office of the city recorder for public use, inspection and examination.

(e) Residential Code. The provisions of the International Residential Code, 2012 edition excluding Chapter 11 (Energy Conservation) and inserting instead Chapter 11 (Energy Conservation) of the 2009 International Residential Code, excluding section R313 & R2904 in accordance with TCA § 68-120-101 (a)(8)(A), removing section 3902.12 and using section 3902.13 for all construction and including appendix F, for one and two-family dwellings, published by the International Code Council, is hereby adopted by reference as though copied

verbatim in this subsection. One copy of said code and revisions thereto was on file in the office of the city recorder for a period of 15 days prior to adoption, and that one copy of said code and revisions thereto shall remain on file in the office of the city recorder for public use, inspection and examination.

(f) Accessibility Code. The provisions of the Chapter 11 of the International Building Code, 2012 edition, is hereby adopted by reference as though copied verbatim in this subsection. One copy of said code and revisions thereto was on file in the office of the city recorder for a period of 15 days prior to adoption, and that one copy of said code and revisions thereto shall remain on file in the office of the city recorder for public use, inspection, and examination.

SECTION II. That Section 22-121 of the Code of Ordinances, City of Kingsport, Tennessee is hereby amended to read as follows:

Sec. 22-121. Electrical code adopted by reference.

The provisions of the National Electrical Code, 2011 edition, excluding section 110.24 and replacing section 210.12 (A) with section 210.12 (B) for all construction, published by the National Fire Protection Association, is hereby adopted by reference as though copied verbatim herein. One copy of said code and revisions thereto was on the office of the city recorder for a period of 15 days prior to adoption, and that one copy of said code and revisions thereto shall remain on file in the office of the city recorder for public use, inspection and examination.

SECTION III. That Section 22-284 of the Code of Ordinances, City of Kingsport, Tennessee is hereby amended to read as follows:

Sec. 22-284. Code adopted by reference.

The provisions of the International Fuel Gas Code, 2012 edition, published by the International Code Council, is hereby adopted by reference as though copied verbatim herein. One copy of said code and revisions thereto was on file in the office of the city recorder for a period of 15 days prior to adoption, and that one copy of said code and revisions thereto shall remain on file in the office of the city recorder for public use, inspection and examination.

SECTION IV. That Section 22-391 of the Code of Ordinances, City of Kingsport, Tennessee is hereby amended to read as follows:

Sec. 22-391. Code adopted by reference.

The provisions of the International Mechanical Code, 2012 edition, published by the International Code Council, is hereby adopted by reference as though copied verbatim herein. One copy of said code and revisions thereto was on file in the office of the city recorder for a period of 15 days prior to adoption, and that one copy of said code and revisions thereto shall remain on file in the office of the city recorder for public use, inspection and examination

SECTION V. That Section 22-411 of the Code of Ordinances, City of Kingsport, Tennessee is hereby amended to read as follows:

Sec. 22-411. Code adopted by reference.

The provisions of the International Plumbing Code, 2012 edition, published by the International Code Council, is hereby adopted by reference as though copied verbatim herein. One copy of said code and revisions thereto was on file in the office of the city recorder for a period of 15 days prior to adoption, and that copy of said code and revisions there to shall remain on file in the office of the city recorder for public use, inspection and examination.

SECTION VI. That Section 22-522 of the Code of Ordinances, City of Kingsport, Tennessee is hereby amended to read as follows:

Sec. 22-522. Code adopted by reference.

The provisions of chapter 3 of the International Property Maintenance Code, 2012 edition, published by the International Code Council, is hereby adopted by reference as though copied verbatim herein. One copy of said code and revisions thereto was on file in the office of the city recorder for a period of 15 days prior to adoption, and that copy of said code and revisions there to shall remain on file in the office of the city recorder for public use, inspection and examination.

SECTION VII. That Section 42-46 of the Code of Ordinances, City of Kingsport, Tennessee is hereby amended to read as follows:

Sec. 42-46. Code adopted by reference.

The provisions of the International Fire Code, 2012 edition, published by the International Code Council, is hereby adopted by reference as though copied verbatim herein. One copy of said code and revisions thereto was on file in the office of the city recorder for a period of 15 days prior to adoption, and that copy of said code and revisions there to shall remain on file in the office of the city recorder for public use, inspection and examination.

SECTION VIII. That Section 42-48 of the Code of Ordinances, City of Kingsport, Tennessee is hereby repealed and the remaining sections in Article III of Chapter 42 renumbered.

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

DENNIS R. PHILLIPS, Mayor

ATTEST:

JAMES H. DEMMING, City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

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



AGENDA ACTION FORM

Consideration of a Budget Ordinance Appropriating Available Funds to WA1503; and a Resolution Awarding the Bid for the Beech Creek Area Waterline Improvements Project to Thomas Construction Company, Inc. and Authorize the Mayor to Sign All Applicable Documents

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

Action Form No.: AF-212-2014
 Work Session: August 4, 2014
 First Reading: August 5, 2014
 Final Adoption: August 19, 2014
 Staff Work By: S. Chase / C. Austin
 Presentation By: Chad Austin

Recommendation:
 Approve the ordinance and resolution.

Executive Summary:
 Bids were opened July 15, 2014, for the Beech Creek Area Waterline Improvements project. The project consists of construction of approximately 14,900 ft of 2", 4", & 8" waterlines and appurtenances and other associated work. The anticipated final completion is summer 2015.

City staff reviewed the bids and recommends awarding the contract to the apparent low bidder, Thomas Construction Company, Inc. in the amount of \$998,150.00

This project will provide public water service to approximately 40 new customers while upgrading service to others along Lone Star Rd. Hawkins County has received grant funding from the Community Development Block Grant program that will be utilized by the City to pay for construction, tap fees, and service lines for low to moderate income customers in the area. Total amount of CDBG funding for the project is \$500,000.

Budget ordinance appropriating available funds to WA1503 is also included.

- Attachments:**
1. Ordinance
 2. Resolution
 3. Bid Tabulation
 4. Location Map

Funding source appropriate and funds are available: _____

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

PRE-FILED CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE WATER PROJECT FUND BUDGETS BY TRANSFERRING FUNDS TO THE BEECH CREEK IMPROVEMENT PROJECT 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 Water Project Fund budgets be amended by transferring funds from the Galvanized Water Pipe Replacement Project (WA1202) in the amount of \$268,463, from the Konnarock-Truxton Water Line Upgrade Project (WA1300) in the amount of \$126,294, from the Beech Creek/Lady Lane Project (WA1303) in the amount of \$334,122, from the Rock Springs Rd. Phase 2 Water Line Upgrade project (WA1304) in the amount of \$31,121 to the Beech Creek Area Water Line Improvements project (WA1503) in the amount of \$760,000 and that the Water Project Fund budget be amended by appropriating funds in the amount of \$500,000 received from Hawkins County through a CDBG Grant for tap fees, construction and service lines to serve customers in the Beech Creek Area.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Fund 451: Water Fund			
Galvanized WA Pipe Replacement (WA1202)			
Revenues:			
451-0000-391-0526 Series 2011 GO Bonds	\$ 1,170,970	\$ (268,463)	\$ 902,507
Totals:	1,170,970	(268,463)	902,507
Expenditures:			
451-0000-605-2023 Arch/Eng/Landscaping	118,323	(14,455)	103,868
451-0000-605-2054 Land & Building Rental	15,000	(1,799)	13,201
451-0000-605-2097 State Reviews & Permits	2,500	(998)	1,502
451-0000-605-9001 Land	1,162	0	1,162
451-0000-605-9003 Improvements	1,033,985	(251,211)	782,774
Totals:	1,170,970	(268,463)	902,507
 Fund 451: Water Project Fund			
Konnarock-Truxton WL Upgrade (WA1300)			
Revenues:			
451-0000-391-0526 Series 2011 GO Bonds	\$ 158,663	\$ 0	\$ 158,663
451-0000-391-0527 Series 2012C GO Pub Imp	907,600	(126,294)	781,306
Totals:	1,066,263	(126,294)	939,969
Expenditures:			
451-0000-605-2023 Arch/Eng/Landscaping	126,215	0	126,215
451-0000-605-9003 Improvements	940,048	(126,294)	813,754
Totals:	1,066,263	(126,294)	939,969
 Fund 451: Water Project Fund			
Beech Creek/Lady LN Ext. (WA1303)			
Revenues:			
451-0000-391-4500 From Water Fund	\$ 510,000	\$ (334,122)	\$ 175,878
Totals:	510,000	(334,122)	175,878
Expenditures:			
451-0000-605-2023 Arch/Eng/Landscaping	20,000	(19,122)	878

451-0000-605-9001 Land	20,000	(20,000)	0
451-0000-605-9003 Improvements	470,000	(295,000)	175,000
Totals:	510,000	(334,122)	175,878

**Fund 451: Water Project Fund
Rock Springs PH2 WL Upg (WA1304)**

Revenues:	\$	\$	\$
451-0000-391-4500 From Water Fund	203,700	(31,121)	172,579
Totals:	203,700	(31,121)	172,579

Expenditures:

451-0000-605-2023 Arch/Eng/Landscaping	25,900	(15,236)	10,664
451-0000-605-9003 Improvements	177,800	(15,885)	161,915
Totals:	203,700	(31,121)	172,579

**Fund 451: Water Project Fund
Beech Creek Area WL Improvements (WA1503)**

Revenues:	\$	\$	\$
451-0000-333-6600 Hawkins Co CDBG Funds	0	500,000	500,000
451-0000-391-0526 Series 2011 Bonds	0	268,463	268,463
451-0000-391-0527 Series 2012C GO Pub Imp	0	126,294	126,294
451-0000-391-4500 From Water Fund	0	365,243	365,243
Totals:	0	1,260,000	1,260,000

Expenditures:

451-0000-605-2020 Professional Consultant	0	31,500	31,500
451-0000-605-2023 Arch/Eng/Landscaping	0	130,500	130,500
451-0000-605-9003 Improvements	0	1,066,000	1,066,000
451-0000-605-9004 Equipment	0	32,000	32,000
Totals:	0	1,260,000	1,260,000

S:

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:

ANGELA L. MARSHALL
Deputy City Recorder

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____

RESOLUTION NO. _____

A RESOLUTION AWARDING THE BID FOR THE BEECH CREEK AREA WATERLINE IMPROVEMENT PROJECT TO THOMAS CONSTRUCTION AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, bids were opened July 15, 2014 for the Beech Creek Area Waterline Improvements project; and

WHEREAS, upon review of the bids, the board finds Thomas Construction is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to enter into a contract for the construction of approximately 14,900 feet of 2 inch, 4 inch, & 8 inch waterlines and appurtenances and other associated work from Thomas Construction at an estimated construction cost of \$998,150.00; and

WHEREAS, funding will be identified in project WA1503, once the budget ordinance has been approved.

Now therefore,

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

SECTION I. That the bid for the Beech Creek Area Waterline Improvements Project, consisting of construction of approximately 14,900 feet of 2 inch, 4 inch, & 8 inch waterlines and appurtenances and other associated work at an estimated cost of \$995,150.00 is awarded to Thomas Construction, and the mayor is authorized to execute an agreement for same and all documents necessary and proper to effectuate the purpose of the agreement.

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

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

ADOPTED this the 5th day of August, 2014.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

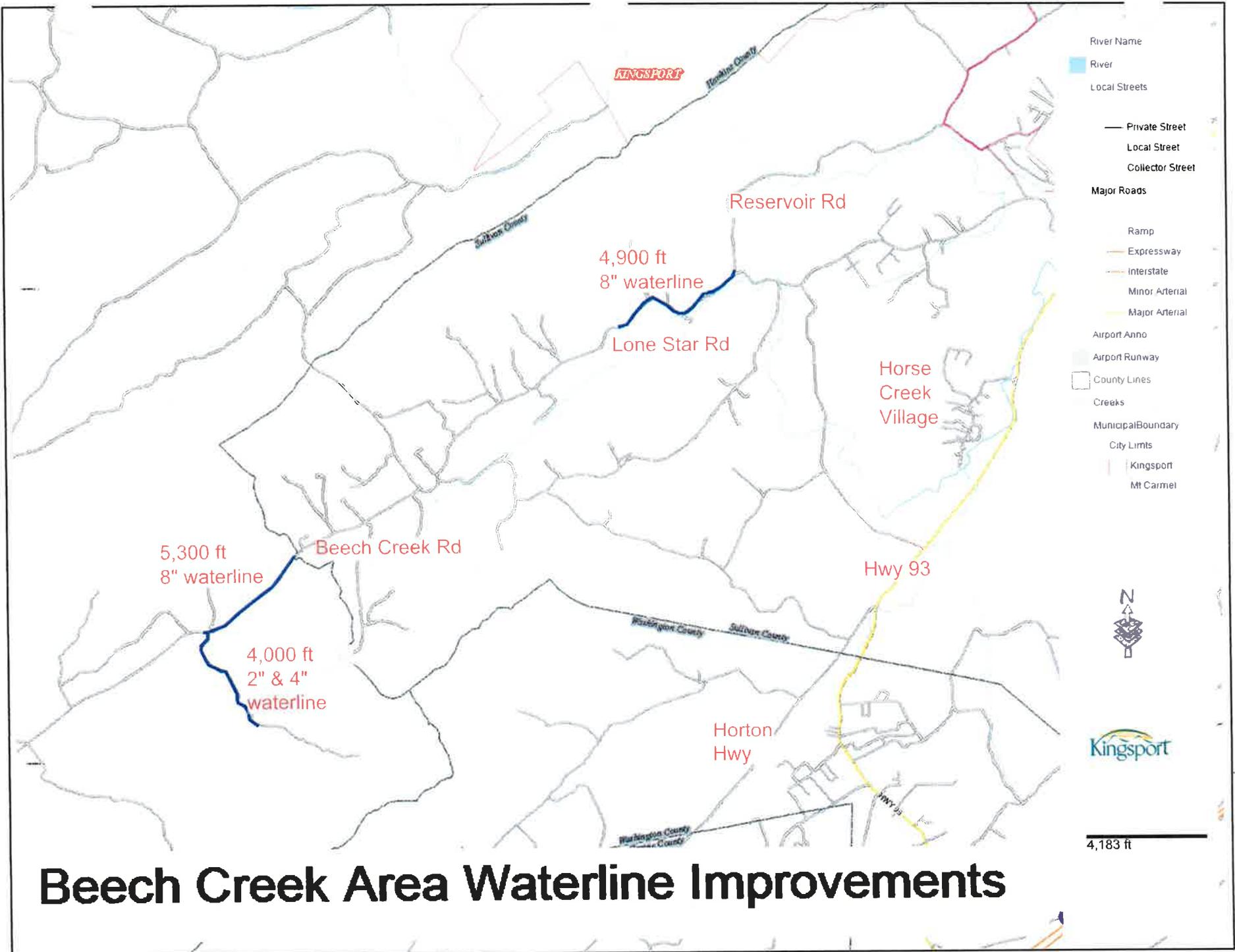
APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

BID TABULATION FOR BEECH CREEK AREA WATERLINE IMPROVEMENTS PROJECT

BID DATE: JULY 15, 2014

ITEM	QUAN	UNIT	DESCRIPTION	ENGINEERING		THOMAS CONSTRUCTION		MERKEL BROTHERS		VIC DAVIS CONSTRUCTION		TIPTON CONSTRUCTION	
				UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	1.00	LS	MOBILIZATION, CLEARING GRUBBING	\$50,000.00	\$50,000.00	\$16,000.00	\$16,000.00	\$50,000.00	\$50,000.00	\$44,348.00	\$44,348.00	\$60,000.00	\$60,000.00
2	3600.00	CY	SOLID ROCK EXCAVATION IN TRENCH	\$35.00	\$126,000.00	\$1.00	\$3,600.00	\$1.00	\$3,600.00	\$0.00	\$0.00	\$21.00	\$75,600.00
3	900.00	T	CRUSHED STONE FOR PAVEMENT MAINTENANCE AND SHOULDER REPLACEMENT	\$28.00	\$14,000.00	\$21.50	\$10,750.00	\$18.00	\$9,000.00	\$20.30	\$10,150.00	\$23.00	\$11,500.00
4	1.00	LS	SEEDING WITH MULCH	\$25,000.00	\$25,000.00	\$45,500.00	\$45,500.00	\$40,000.00	\$40,000.00	\$0.00	\$0.00	\$9,500.00	\$9,500.00
5	7000.00	T	CRUSHED STONE FOR BACKFILL	\$28.00	\$196,000.00	\$18.00	\$126,000.00	\$18.00	\$126,000.00	\$0.00	\$0.00	\$23.00	\$161,000.00
6	200.00	GA	PRIME & TACK COATS	\$5.00	\$1,000.00	\$4.75	\$950.00	\$4.00	\$800.00	\$5.22	\$1,044.00	\$5.00	\$1,000.00
7	650.00	T	HOT MIX BINDER 4" IN TRENCH	\$110.00	\$93,500.00	\$100.00	\$85,000.00	\$80.00	\$68,000.00	\$76.18	\$64,753.00	\$150.00	\$127,500.00
8	800.00	T	ASPHALT TOPPING 411D	\$105.00	\$63,000.00	\$120.00	\$72,000.00	\$143.00	\$85,800.00	\$149.76	\$89,856.00	\$135.00	\$81,000.00
9	7000.00	LF	8" PVC WATER PIPE	\$32.00	\$224,000.00	\$36.00	\$252,000.00	\$31.50	\$220,500.00	\$42.21	\$295,470.00	\$26.48	\$185,380.00
10	2900.00	LF	8" DUCTILE IRON WATER PIPE	\$37.00	\$107,300.00	\$36.25	\$105,125.00	\$46.00	\$133,400.00	\$73.91	\$214,339.00	\$54.00	\$156,600.00
11	350.00	LF	DIRECTIONAL BORING 8" AQUAMINE PIPE	\$500.00	\$175,000.00	\$105.00	\$36,750.00	\$121.00	\$42,350.00	\$196.63	\$68,820.50	\$155.00	\$54,250.00
12	1160.00	LF	4" PVC WATER PIPE	\$23.00	\$26,880.00	\$20.00	\$23,200.00	\$18.00	\$20,880.00	\$15.09	\$17,504.40	\$20.50	\$23,780.00
13	100.00	LF	4" DUCTILE IRON WATER PIPE (IN 12" CASING)	\$70.00	\$7,000.00	\$85.00	\$8,500.00	\$100.00	\$10,000.00	\$126.14	\$12,614.00	\$155.00	\$15,500.00
14	20.00	LF	4" DUCTILE IRON WATER PIPE	\$30.00	\$600.00	\$55.00	\$1,100.00	\$50.00	\$1,000.00	\$82.09	\$1,641.80	\$33.00	\$660.00
15	3375.00	LF	2" PVC WATER PIPE	\$22.00	\$74,250.00	\$14.00	\$47,250.00	\$16.00	\$54,000.00	\$12.35	\$41,681.25	\$18.80	\$62,775.00
16	10.00	EA	3/4" COPPER LONG SERVICES TO EXISTING METERS	\$1,300.00	\$13,000.00	\$700.00	\$7,000.00	\$1,000.00	\$10,000.00	\$1,059.35	\$10,593.50	\$1,250.00	\$12,500.00
17	5.00	EA	3/4" COPPER SHORT SERVICES TO EXISTING METERS	\$750.00	\$3,750.00	\$365.00	\$1,825.00	\$800.00	\$3,000.00	\$1,029.17	\$5,145.85	\$700.00	\$3,500.00
18	18.00	EA	3/4" COPPER LONG SERVICES (NEW METERS)	\$1,700.00	\$30,600.00	\$1,000.00	\$18,000.00	\$1,200.00	\$21,600.00	\$1,668.53	\$30,033.54	\$1,500.00	\$27,000.00
19	18.00	EA	3/4" COPPER SHORT SERVICES (NEW METERS)	\$900.00	\$16,200.00	\$865.00	\$11,970.00	\$800.00	\$14,400.00	\$1,047.24	\$18,850.32	\$950.00	\$17,100.00
20	28.00	EA	SERVICE LINES FROM METER TO RESIDENCE INCLUDING CONNECTION TO RESIDENCE AND DISCONNECTION FROM EXISTING WATER SOURCE SEE FREE TAPS AND SERVICES NOTE ON PLANS	\$3,000.00	\$84,000.00	\$2,400.00	\$67,200.00	\$2,000.00	\$56,000.00	\$2,547.05	\$71,317.40	\$2,100.00	\$58,800.00
21	16.00	EA	8" GATE VALVE & BOX	\$1,400.00	\$22,400.00	\$1,055.00	\$16,880.00	\$1,500.00	\$24,000.00	\$1,295.48	\$20,727.84	\$1,450.00	\$23,200.00
22	4.00	EA	4" GATE VALVE & BOX	\$800.00	\$3,200.00	\$560.00	\$2,240.00	\$650.00	\$3,400.00	\$860.34	\$3,441.36	\$770.00	\$3,080.00
23	4.00	EA	2" GATE VALVE & BOX	\$700.00	\$2,800.00	\$360.00	\$1,440.00	\$750.00	\$3,000.00	\$771.85	\$3,087.40	\$700.00	\$2,800.00
24	3.00	EA	2" BLOW OFF	\$1,000.00	\$3,000.00	\$1,040.00	\$3,120.00	\$1,500.00	\$4,500.00	\$1,773.33	\$5,319.99	\$1,400.00	\$4,200.00
25	1.00	EA	CONNECTION NEW 8" WATERLINE TO EXISTING 6" WATERLINE WITH 6" WET TAPPING SLEEVE & VALVE	\$4,000.00	\$4,000.00	\$2,660.00	\$2,660.00	\$5,000.00	\$5,000.00	\$7,404.01	\$7,404.01	\$4,200.00	\$4,200.00
26	2.00	EA	CONNECTION NEW 8" WATERLINE TO EXISTING 4" WATERLINE WITH 4" WET TAPPING SLEEVE & VALVE	\$3,000.00	\$6,000.00	\$1,770.00	\$3,540.00	\$3,200.00	\$6,400.00	\$3,829.25	\$7,658.50	\$3,300.00	\$6,600.00
27	2.00	EA	CONNECTION NEW 8" WATERLINE TO EXISTING 2" WATERLINE WITH 4" DUCTILE IRON CROSSING	\$5,000.00	\$10,000.00	\$4,125.00	\$8,250.00	\$2,000.00	\$4,000.00	\$6,708.03	\$13,416.06	\$2,100.00	\$4,200.00
28	350.00	T	RIP-RAP SLOPE PROTECTION	\$35.00	\$12,250.00	\$12.00	\$4,200.00	\$25.00	\$8,750.00	\$12.72	\$4,452.00	\$27.50	\$9,625.00
29	40.00	LF	18" CONCRETE STORM SEWER PIPE IF NEEDED	\$32.00	\$1,280.00	\$25.00	\$1,000.00	\$30.00	\$1,200.00	\$48.13	\$1,925.20	\$60.00	\$2,400.00
30	10.00	LF	48" CONCRETE STORM SEWER PIPE IF NEEDED	\$100.00	\$1,000.00	\$120.00	\$1,200.00	\$150.00	\$1,500.00	\$232.81	\$2,328.10	\$200.00	\$2,000.00
31	10.00	LF	60" CONCRETE STORM SEWER PIPE IF NEEDED	\$200.00	\$2,000.00	\$190.00	\$1,900.00	\$250.00	\$2,500.00	\$312.85	\$3,128.50	\$350.00	\$3,500.00
32	40.00	LF	66" CMP STORM SEWER PIPE IF NEEDED	\$70.00	\$2,800.00	\$100.00	\$4,000.00	\$150.00	\$6,000.00	\$129.35	\$5,174.00	\$425.00	\$17,000.00
33	20.00	LF	48" CMP STORM SEWER PIPE IF NEEDED	\$80.00	\$1,600.00	\$70.00	\$1,400.00	\$70.00	\$1,400.00	\$87.91	\$1,758.20	\$200.00	\$4,000.00
34	10.00	LF	42" CMP STORM SEWER PIPE IF NEEDED	\$50.00	\$500.00	\$65.00	\$650.00	\$60.00	\$600.00	\$96.65	\$966.50	\$180.00	\$1,800.00
35	10.00	LF	36" CMP STORM SEWER PIPE IF NEEDED	\$40.00	\$400.00	\$60.00	\$600.00	\$50.00	\$500.00	\$92.88	\$928.80	\$175.00	\$1,750.00
36	10.00	LF	24" CMP STORM SEWER PIPE IF NEEDED	\$30.00	\$300.00	\$35.00	\$350.00	\$40.00	\$400.00	\$72.28	\$722.80	\$48.00	\$480.00
37	50.00	LF	18" CMP STORM SEWER PIPE IF NEEDED	\$25.00	\$1,250.00	\$30.00	\$1,500.00	\$30.00	\$1,500.00	\$42.29	\$2,114.50	\$45.00	\$2,250.00
38	30.00	LF	15" CMP STORM SEWER PIPE IF NEEDED	\$20.00	\$600.00	\$25.00	\$750.00	\$25.00	\$750.00	\$36.39	\$1,091.70	\$40.00	\$1,200.00
39	30.00	LF	12" CMP STORM SEWER PIPE IF NEEDED	\$18.00	\$540.00	\$25.00	\$750.00	\$20.00	\$600.00	\$46.24	\$1,387.20	\$38.00	\$1,140.00
40	2.00	EA	PROJECT SIGNS	\$1,000.00	\$2,000.00	\$1,000.00	\$2,000.00	\$1,500.00	\$3,000.00	\$2,000.00	\$4,000.00	\$700.00	\$1,400.00
				\$1,406,400.00		\$998,150.00		\$1,049,330.00		\$1,089,195.22		\$1,241,750.00	



Beech Creek Area Waterline Improvements



AGENDA ACTION FORM

Consideration of a Budget Ordinance Appropriating Available Funds to SW1504 for Funding of Sewer Lift Station Bypass Pump Connections

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

Action Form No.: AF 220-2014
Work Session: August 4, 2014
First Reading: August 5, 2014
Final Adoption: August 19, 2014
Staff Work By: N. Ensor, J. Smith
Presentation By: N. Ensor/R. McReynolds

Recommendation:
Approve the ordinance

Executive Summary:
Sewer bypass connections provide a means to quickly and safely divert flow around the sewer lift station in the event of a power outage, blockage or pump failure. Being able to quickly respond to these events will eliminate or reduce the impact of sewer overflow to the community and environment. The need to install emergency bypass connections was identified as a high priority action item in the CMOM program evaluation.

Funding has been identified and allocated to a project in the Sewer Fund for Sewer Lift Station Improvements. To more accurately track expenses for individual projects, new project accounts need to be opened for each specific project. Staff requests a transfer of \$55,000 from SW1402 - Sewer Lift Station Improvements to SW1504 - Sewer Lift Station Bypass Pump Connections. This reallocation will provide funds for all the necessary piping and hardware to install sewer bypass connections at sewer lift stations and provide better project cost tracking.

- Attachments:**
1. Ordinance
2. By pass detail / Photo

Funding source appropriate and funds are available: _____

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

PRE-FILED CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE SEWER PROJECT FUND BUDGETS BY TRANSFERRING FUNDS TO THE SEWER LIFT STATION BYPASS PUMP CONNECTIONS PROJECT 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 Sewer Project Fund budgets be amended by transferring funds from the System Improvement SL Improvements project (SW1402) in the amount of \$55,000 to the Sewer Lift Station Bypass Pump Connectors project (SW1503).

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Fund 452: Sewer Fund			
System Imp SL Station (SW1402)			
Revenues:			
452-0000-391-0529 Series 2013 B GO Pub Imp	\$ 300,000	\$ (55,000)	\$ 245,000
Totals:	300,000	(55,000)	245,000
Expenditures:			
452-0000-606-2023 Arch/Eng/Landscaping	50,000	40,500	90,500
451-0000-605-9003 Improvements	250,000	(95,500)	154,500
Totals:	300,000	(55,000)	245,000
Fund 452: Sewer Project Fund			
Sewer Lift Station Bypass Pump Connectors (SW1503)			
Revenues:			
452-0000-391-0529 Series 2013 B GO Pub Imp	\$ 0	\$ 55,000	\$ 55,000
Totals:	0	55,000	55,000
Expenditures:			
451-0000-605-9003 Improvements	0	55,000	55,000
Totals:	0	55,000	55,000

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

ATTEST:

ANGELA L. MARSHALL
Deputy City Recorder

DENNIS R. PHILLIPS, Mayor

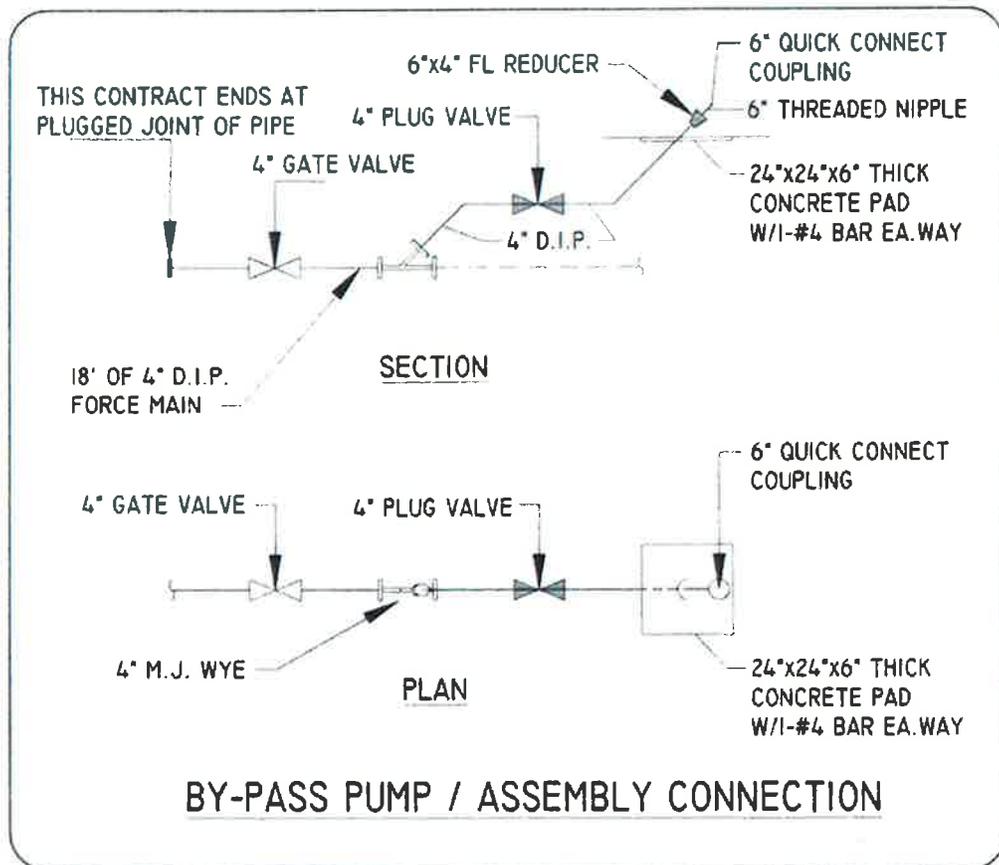
APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____

Bypass Connection at Thornton SLS





AGENDA ACTION FORM

Consideration of an Ordinance to Amend the FY14 Operating Budgets and Various Projects

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

Action Form No.: AF-203-2014
 Work Session: August 4, 2014
 First Reading: August 5, 2014
 Final Adoption: August 18, 2014
 Staff Work By: Judy Smith
 Presentation By: Jeff Fleming

Recommendation:
 Approve the ordinance.

Executive Summary:
 Normally at the end of the year, a cleanup ordinance is done to adjust budgets to actual for all funds.

This ordinance will adjust the FY14 budget to actual to move \$300,000 from the General Fund to the Solid Waste Fund, to appropriate \$50,000 from Retiree Health Insurance Fund Balance to the Claims account, and to appropriate \$142,000 from the Regional Sales Tax Fund to the MeadowView Fund.

Attachments:
 1. Ordinance

Funding source appropriate and funds are available: _____

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

PRE-FILED CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE GENERAL FUND AND
GENERAL PROJECT FUND BUDGETS FOR THE YEAR
ENDING JUNE 30, 2014; AND TO FIX THE EFFECTIVE
DATE OF THIS ORDINANCE

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

SECTION I. That the General Fund budgets be amended by appropriating funds from the Motel Room Occupancy Tax in the amount of \$40,600, Hall Income Tax revenue in the amount of \$140,800, from State Street Aid Fund in the amount of \$129,400 and from the Debt Service Fund in the amount of \$227,061 to the Solid Waste Fund in the amount of \$300,000, to the UMTA Fund in the amount of \$5,500, to the Tourism Council in the amount of \$131,560 and to the Technology Project Fund (NC1405) in the amount of \$100,000.

Section II. That the Retiree's Health Insurance Fund be amended by appropriating \$50,000 from Fund Balance and by appropriating \$54,910 to the Claims Budget in the amount of \$104,910 and that the Regional Sales Tax Fund budget be amended by appropriating \$125,000 from Fund Balance and from the Local Option Sales Tax in the amount of \$17,000 to the MeadowView Conference Center budget.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Fund 110: General Project Fund			
Revenues:	\$	\$	\$
110-0000-316-2000 Motel Room Occupancy Tax	1,180,900	40,600	1,221,500
110-0000-332-0500 Hall Income Tax	746,188	140,800	886,988
Totals:	1,927,088	181,400	2,108,488
Expenditures:	\$	\$	\$
110-4804-481-7023 To State Street Aid Fund	1,180,700	(129,400)	1,051,300
110-1005-405-8015 Tourism Council	896,900	131,560	1,028,460
110-4804-481-7025 To School Fund Debt Princ	2,636,200	(80,947)	2,555,253
110-4804-481-7028 To School Fund Debt Int.	853,600	3,719	857,319
110-4804-481-7029 To Debt Service	6,040,600	(149,832)	5,890,768
110-4804-481-7022 To Solid Waste Fund	3,113,100	300,800	3,413,900
110-4804-481-7013 To UMTA Funds	315,625	5,500	321,125
110-4804-481-7035 To Gen Proj Spec Rev	59,618	100,000	159,618
Totals:	15,096,343	181,400	15,277,743
Fund 111: General Project Special Rev. Fund			
Technology Fund (NC1405)			
Revenues:	\$	\$	\$
111-0000-391-0100 From General Fund	0	100,000	100,000
Totals:	0	100,000	100,000

<u>Expenditures:</u>	\$	\$	\$
111-0000-601-9004 Equipment	0	100,000	100,000
Totals:	0	100,000	100,000

Fund 626: Retiree Health Insurance Fund

<u>Revenues:</u>	\$	\$	\$
626-0000-368-7235 Stop Loss Refunds	0	54,910	54,910
626-0000-392-0100 Fund Balance Appropriation	0	50,000	50,000
Totals:	0	104,910	104,910

<u>Expenditures:</u>	\$	\$	\$
626-1704-413-5100 Insurance Claims	1,036,900	104,910	1,141,810
Totals:	1,036,900	104,910	1,141,810

Fund 211: Debt Service Fund

<u>Revenues:</u>	\$	\$	\$
211-0000-391-0100 From General Fund	6,040,600	(149,832)	5,890,768
211-0000-391-2100 From School Fund	4,007,800	(77,229)	3,930,571
Totals:	10,048,400	(227,061)	9,821,339

<u>Expenditures:</u>	\$	\$	\$
211-4805-481-4006 General Fund Principal	3,860,774	(149,832)	3,710,942
211-4805-481-4007 Bond Principal- Schools	3,041,300	(77,229)	2,964,071
Totals:	6,902,074	(227,061)	6,675,013

Fund 415: Solid Waste Fund

<u>Revenues:</u>	\$	\$	\$
415-0000-343-6000 Landfill Tipping Fees	435,000	(154,871)	280,129
415-0000-391-0100 From General Fund	3,113,100	300,800	3,413,900
Totals:	3,548,100	145,929	3,694,029

<u>Expenditures:</u>	\$	\$	\$
415-4022-462-2056 Repairs & Maint. Vehicles	500,000	145,929	645,929
Totals:	500,000	145,929	645,929

Fund 130: Regional Sales Tax Fund

<u>Revenues:</u>	\$	\$	\$
130-0000-313-1100 Local Option Sales Tax	3,440,300	17,000	3,457,300
130-0000-392-0100 Fund Balance Approp.	7,458	125,000	3,457,300
Totals:	3,447,758	142,000	6,914,600

<u>Expenditures:</u>	\$	\$	\$
130-4804-481-7026 To MeadowView	1,966,945	142,000	2,108,945
Totals:	1,966,945	142,000	2,108,945

Fund 420: MeadowView Fund

Revenues:	\$	\$	\$
420-0000-391-2500 From Regional Sales Tax	1,719,558	142,000	1,861,558
Totals:	1,719,558	142,000	1,861,558

Expenditures:			
420-5001-501-8039 Subsidies & Contribution	393,122	142,000	535,122
Totals:	393,122	142,000	535,122

Fund 121: State Street Aid Fund

Revenues:	\$	\$	\$
121-0000-332-6000 Gasoline & Motor Fuel Tax	1,311,000	13,231	1,324,231
121-0000-391-0100 From General Fund	1,180,700	(129,400)	1,051,300
Totals:	2,491,700	(116,169)	2,375,531

Expenditures:	\$	\$	\$
121-4024-461-2031 Electric Street Lights	1,586,400	(79,329)	1,507,071
121-4026-461-2027 Sidewalk Construction Cont.	31,779	(29,260)	2,519
121-4024-461-3026 Sign Parts & Supplies	126,000	(7,500)	118,500
121-4024-461-3027 Traffic Signal Supplies	177,662	(80)	177,582
Totals:	1,921,841	(116,169)	1,805,672

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

DENNIS PHILLIPS, Mayor

ATTEST:

APPROVED AS TO FORM:

JAMES H. DEMMING, City Recorder

J. MICHAEL BILLINGSLEY, City Attorney

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



AGENDA ACTION FORM

Consideration of Ordinance to Amend Zoning of Parcel 1, Tax Map 46H, Located off Lynn Garden Drive in the 11th Civil District of Sullivan County

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

A handwritten signature in blue ink, appearing to be "JF", is written over the name "Jeff Fleming".

Action Form No.: AF-185-2014
 Work Session: July 14, 2014
 First Reading: July 15, 2014

Final Adoption: August 5, 2014
 Staff Work By: Ken Weems
 Presentation By: Ken Weems

Recommendation:

~~Hold public hearing.~~

Approve ordinance amending the zoning ordinance to rezone parcel from B-1, Neighborhood Business District to B-3, Highway Oriented Business District.

Executive Summary:

This is an owner-requested rezoning of approximately 9.9 acres/ 1 parcel located at the intersection of Lynn Garden Drive and West Sullivan Street (the former Fairway Ford property) from B-1 to B-3. The rezoning will allow commercial use of the property consistent with the capacity of the street network it fronts. Staff has received 3 separate calls from adjacent property owners, all in support of the rezoning request. During their June 2014 regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation for the rezoning to the Board of Mayor and Aldermen. The Notice of Public Hearing was published on June 30, 2014.

Attachments:

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

Funding source appropriate and funds are available: _____

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



AGENDA ACTION FORM

Public Hearing and Consideration of Ordinance to Amend Zoning of Parcel 1, Tax Map 46H, Located off Lynn Garden Drive in the 11th Civil District of Sullivan County

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

Action Form No.: AF-185-2014
 Work Session: July 14, 2014
 First Reading: July 15, 2014

Final Adoption: August 5, 2014
 Staff Work By: Ken Weems
 Presentation By: Ken Weems

Recommendation:

Hold public hearing.
 Approve ordinance amending the zoning ordinance to rezone parcel from B-1, Neighborhood Business District to B-3, Highway Oriented Business District.

Executive Summary:

This is an owner-requested rezoning of approximately 9.9 acres/ 1 parcel located at the intersection of Lynn Garden Drive and West Sullivan Street (the former Fairway Ford property) from B-1 to B-3. The rezoning will allow commercial use of the property consistent with the capacity of the street network it fronts. Staff has received 3 separate calls from adjacent property owners, all in support of the rezoning request. During their June 2014 regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation for the rezoning to the Board of Mayor and Aldermen. The Notice of Public Hearing was published on June 30, 2014.

Attachments:

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

Funding source appropriate and funds are available: _____

	<u>Y</u>	<u>N</u>	<u>O</u>
Clark	—	—	—
George	—	—	—
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 July 15, 2014 to consider the rezoning for parcel 1 on tax map 46H located along Lynn Garden Drive from B-1 District to B-3 District. The regular business meeting will begin at 7:00 p.m. in the large courtroom located on the second floor of City Hall, at 225 W. Center Street, Kingsport, Tennessee.

The property proposed for rezoning is generally described as follows:

BEGINNING at a point, said point being the southwest corner of parcel 1.00 of Tax Map 46H, Group A of the Sullivan County Tax Maps for 2012 and on the western right-of-way of Lynn Garden Drive; thence go North 38°48' East a distance of 103.64 feet to a point; thence in an arc go North 24°55' East a distance of 670.63 feet to a point; thence in an arc go North 40°18' East a distance of 74.30 feet to a point; thence go North 68°41' East a distance of 24.51 feet to a point, said point being on the southern right-of-way line of West Sullivan Street; thence in an arc go North 74°32' East a distance of 55.70 feet to a point; thence go North 80°23' East a distance of 115.06 feet to a point; thence go North 80°23' East a distance of 176.06 feet to a point; thence go South 37°25' East a distance of 304.39 feet to a point; thence go South 85°22' West a distance of 23.32 feet to a point; thence go South 21°17' East a distance of 15.56 feet to a point; thence go South 84°05' West a distance of 170.57 feet to a point; thence go North 73°19' West a distance of 31.09 feet to a point; thence go South 39°18' East a distance of 49.75' feet to a point; thence go South 37°25' East a distance of 287.75 feet to a point; thence go South 38°08' West a distance of 132.31 feet to a point; thence go North 76°23' West a distance of 41.61 feet to a point; thence go North 55°17' West a distance of 100.13 feet to a point; thence go North 71°00' West a distance of 143.96 feet to a point; thence go North 59°48' West a distance of 66.44 feet to a point; thence in an arc go South 65°25' West a distance of 232.60 feet to a point; thence go South 18°32' West a distance of 199.75 feet to a point; thence go North 52°04' West a distance of 56.22 feet; thence go South 53°32' West a distance of 104.79 feet to a point; thence go South 30°38' West a distance of 140.02 feet to a point; thence go North 51°04' West a distance of 137.19 feet to the point of BEGINNING, and being a total of 8.003 acres as per the plat of survey completed by Danny Carr of Carter, Carr & Associates dated May 22, 2014 and also identified as all of parcel 1.00 on the Sullivan County Tax Map 46H, Group A dated April 2012.

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

CITY OF KINGSPORT
Angie Marshall, Deputy City Clerk
PIT: 6/30/14

ORDINANCE NO. _____

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY ADJACENT TO LYNN GARDEN DRIVE AND WEST SULLIVAN STREET FROM B-1, NEIGHBORHOOD BUSINESS DISTRICT TO B-3, HIGHWAY ORIENTED BUSINESS DISTRICT IN THE 11TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the zoning code, text, and map, be and the same is hereby further amended to rezone property adjacent to Lynn Garden Drive and West Sullivan Street from B-1, Neighborhood Business District to B-3, Highway Oriented Business District in the 11th Civil District of Sullivan County; said area to be rezoned being further and more particularly described as follows:

BEGINNING at a point, said point being the southwest corner of parcel 1.00 of Tax Map 46H, Group A of the Sullivan County Tax Maps for 2012 and on the western right-of-way of Lynn Garden Drive; thence go North 38°48' East a distance of 103.64 feet to a point; thence in an arc go North 24°55' East a distance of 670.63 feet to a point; thence in an arc go North 40°18' East a distance of 74.30 feet to a point; thence go North 68°41' East a distance of 24.51 feet to a point, said point being on the southern right-of-way line of West Sullivan Street; thence in an arc go North 74°32' East a distance of 55.70 feet to a point; thence go North 80°23' East a distance of 115.06 feet to a point; thence go North 80° 23' East a distance of 176.06 feet to a point; thence go South 37°25' East a distance of 304.39 feet to a point; thence go South 85°22' West a distance of 23.32 feet to a point; thence go South 21°17' East a distance of 15.56 feet to a point; thence go South 84°05' West a distance of 170.57 feet to a point; thence go North 73°19' West a distance of 31.09 feet to a point; thence go South 39°18' East a distance of 49.75' feet to a point; thence go South 37°25' East a distance of 287.75 feet to a point; thence go South 38°08' West a distance of 132.31 feet to a point; thence go North 76°23' West a distance of 41.61 feet to a point; thence go North 55°17' West a distance of 100.13 feet to a point; thence go North 71°00' West a distance of 143.96 feet to a point; thence go North 59°48' West a distance of 66.44 feet to a point; thence in an arc go South 65°25' West a distance of 232.60 feet to a point; thence go South 18°32' West a distance of 199.75 feet to a point; thence go North 52°04' West a distance of 56.22 feet; thence go South 53°32' West a distance of 104.79 feet to a point; thence go South 30°38' West a distance of 140.02 feet to a point; thence go North 51°04' West a

distance of 137.19 feet to the point of BEGINNING, and being a total of 8.003 acres as per the plat of survey completed by Danny Carr of Carter, Carr & Associates dated May 22, 2014 and also identified as all of parcel 1.00 on the Sullivan County Tax Map 46H, Group A dated April 2012.

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

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

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 _____

PROPERTY INFORMATION

ADDRESS	425 Lynn Garden Drive
DISTRICT	11
OVERLAY DISTRICT	Not Applicable
EXISTING ZONING	B-1 (Neighborhood Business District)
PROPOSED ZONING	B-3 (Highway Oriented Business District)
ACRES	9.9 +/-
EXISTING USE	vacant with existing buildings
PROPOSED USE	B-3, highway oriented business uses

PETITIONER

ADDRESS 1000 West State Street, Bristol, TN 37620

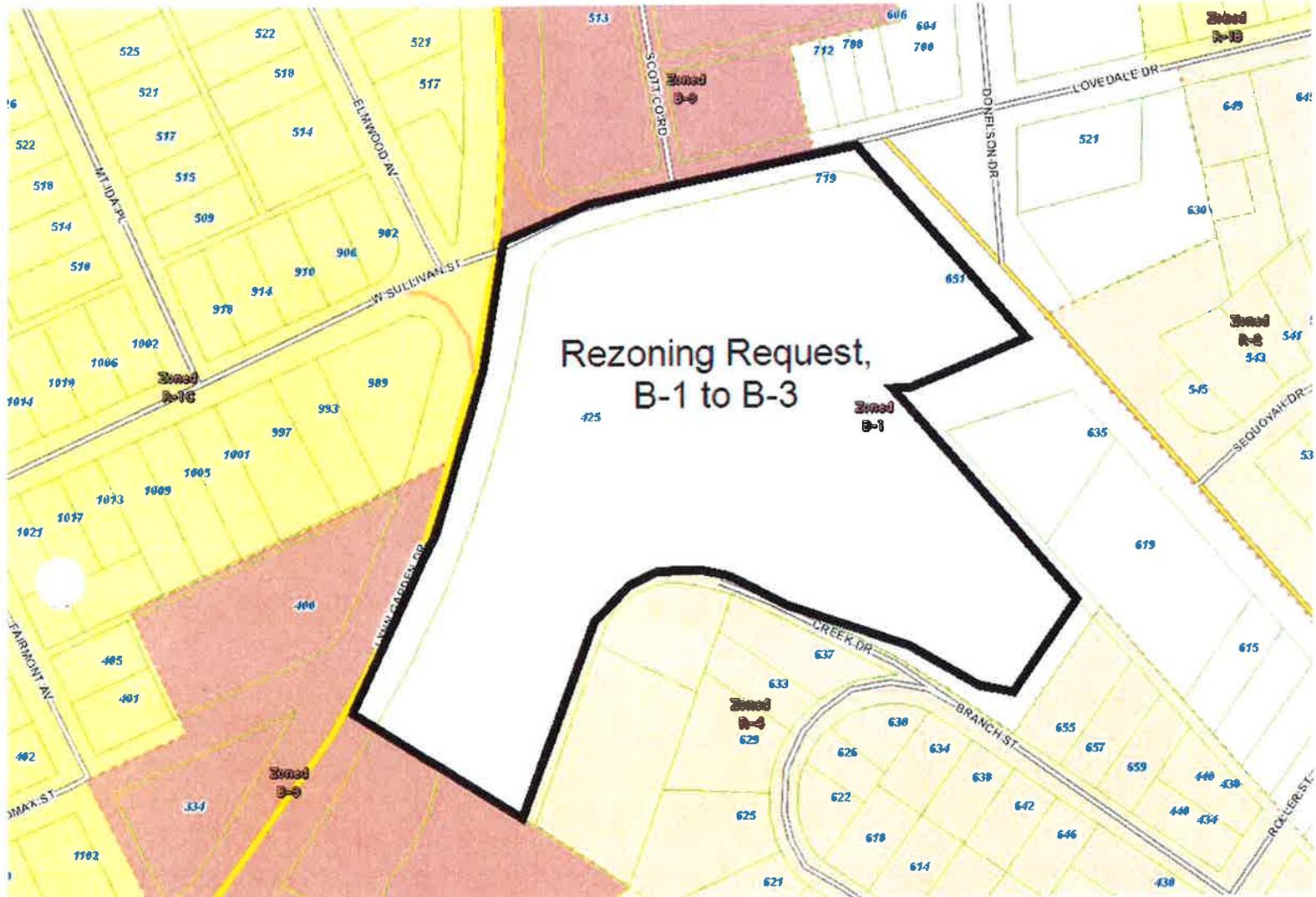
REPRESENTATIVE

PHONE (423) 723-0400

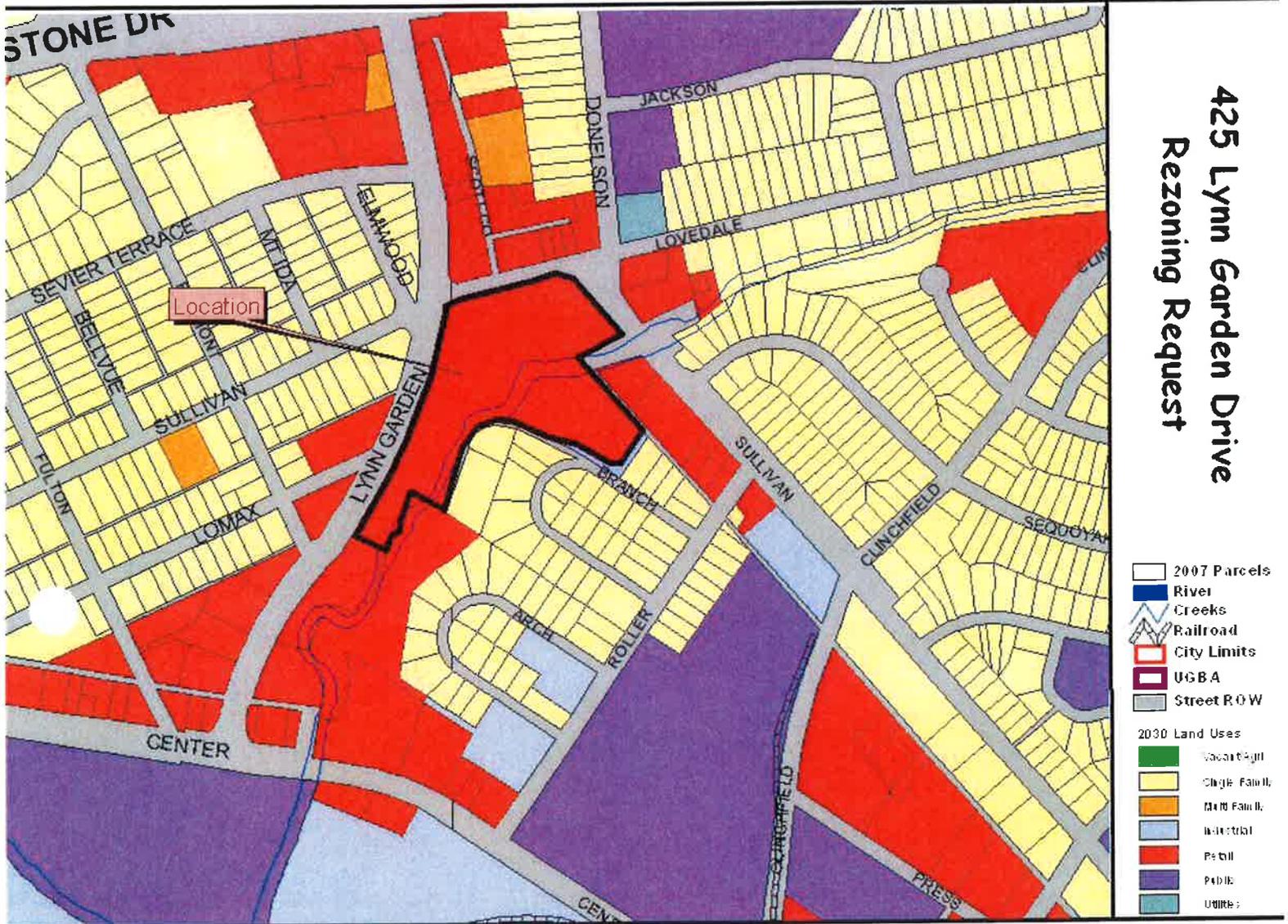
INTENT

To rezone from B-1 to B-3 to allow for highway oriented business uses

Surrounding Zoning Map



Future Land Use Plan 2030



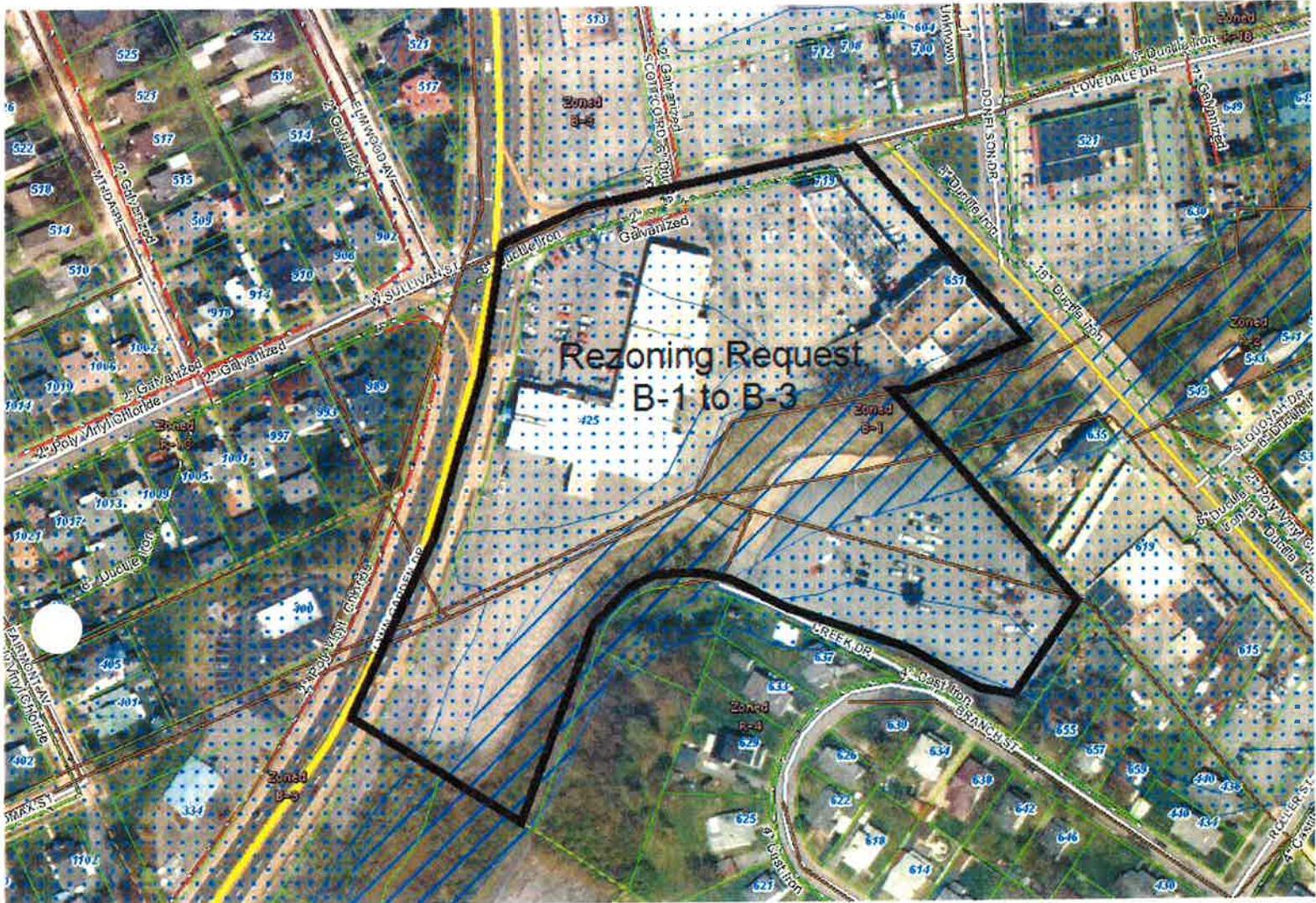
2030 Land Use Map



Aerial



Utilities and Flood Map



North View



East View



West View



South View



Kingsport Regional Planning Commission

Rezoning Report

File Number 14-101-00008

Location	Parcel / Zoning Petition	Zoning / Name	History Zoning Action Variance Action
North, East, Northwest	1	<u>Zone: City B-3</u> Use: vacant building/ former car lot	n/a
Further North and Northwest	2	<u>Zone: City R-1C</u> Use: single family	n/a
East	3	<u>Zone: City B-1</u> Use: flooring store	n/a
Further East	4	<u>Zone: City R-2</u> Use: single family	n/a
Southeast and South	5	<u>Zone: City B-1</u> Use: vacant commercial space	n/a
Further South	6	<u>Zone: City R-4</u> Use: single family	n/a
West	7	<u>Zone: City B-3</u> Use: Pizza Plus	n/a

EXISTING USES LOCATION MAP



Property Features

The existing conditions of the site yield an appropriate setting for highway oriented commercial uses. The site has many former uses to include the Fairway Ford Dealership, warehouse storage, and the old Coca-Cola bottling plant.

General notes: the site has a unique configuration in that it is bisected by Reedy Creek. Currently, the southernmost portion of the site consists of a vacant parking lot.

Standards of Review

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

1. **Whether or not the proposal will permit a use that is suitable in view of the use and development of adjacent and nearby Property?** The proposal will be suitable to the adjacent property. The site has been used for both commercial and industrial uses for decades. The geographical disposition of the site isolates it from adjacent residential uses.
2. **Whether or not the proposal will adversely affect the existing use or usability of adjacent or nearby property?** The adjacent and nearby property will not be adversely affected by the proposal. Adjacent commercial uses are principal uses in B-3 zones already, and are zoned as such.
3. **Whether the property to be affected by the proposal has a reasonable economic use as currently zoned?** The property has a reasonable economic use as currently zoned. There is a more reasonable economic use for the proposed zone, due to the proximity of Lynn Garden Drive and existing building infrastructure.
4. **Whether the proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools?** The proposal will add additional burden to the use of existing streets and transportation facilities, but only in the sense that the majority of the property is currently vacant of use. Future uses should be similar in burden to former commercial and industrial uses of the past.
5. **Whether the proposal is in conformity with the policies and intent of the land use plan?**

Future Land Use Plan Map: proposed as appropriate for retail use

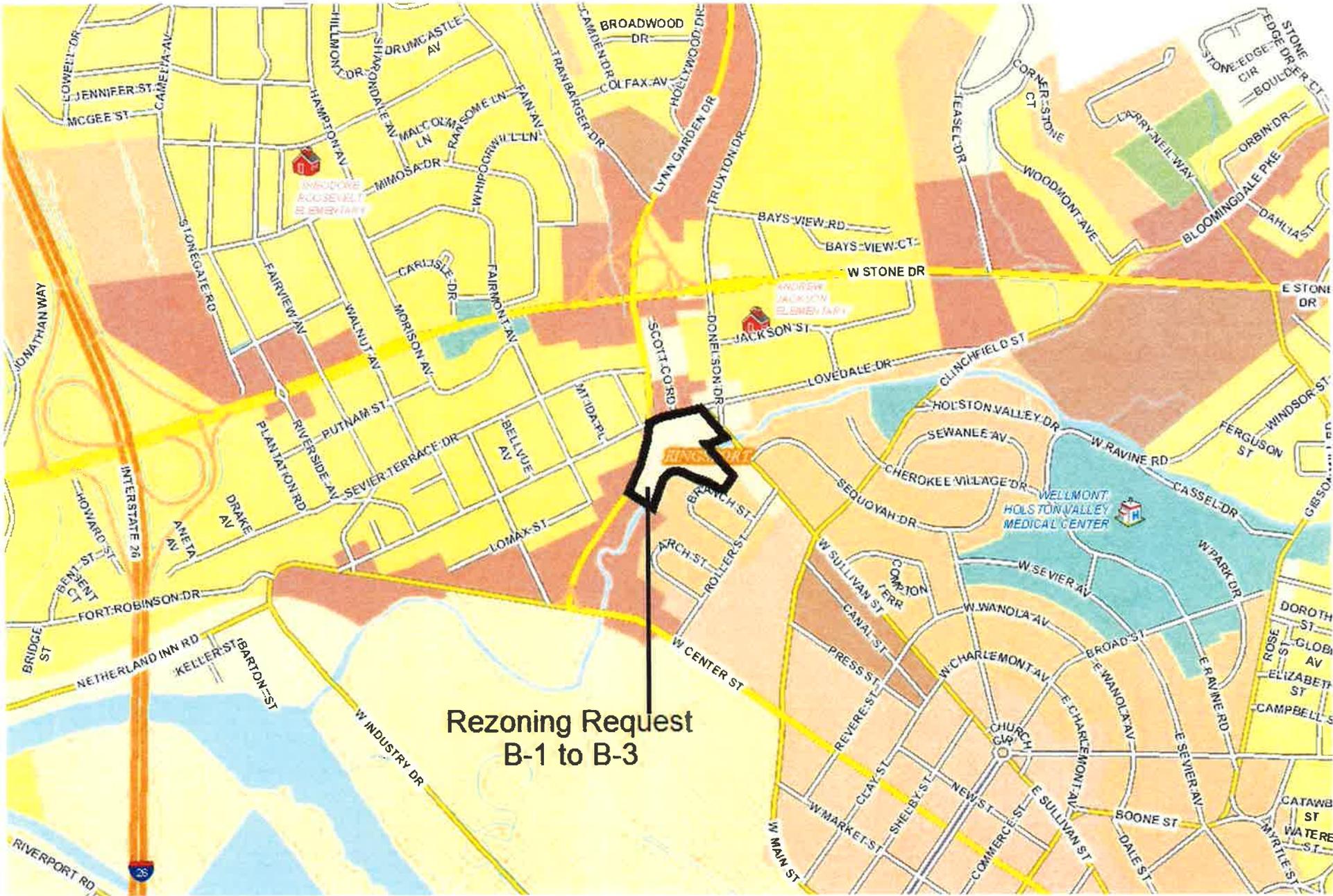
Proposed use/density: The proposal of B-3 uses is appropriate for the rezoning site.

The Future Land Use Plan Map recommends retail use.

6. **Whether there are other existing or changed conditions affecting the use and development of the property which gives supporting grounds for either approval or disapproval of the proposal?** The existing conditions support approval of the proposal as general commercial use appropriate.
7. **Whether the zoning proposal will permit a use which can be considered environmentally adverse to the natural resources, environment and citizens of the City of Kingsport?** There are no adverse uses proposed. Special sensitivity in regard to the existing floodplain will be exercised with any new development.
8. **Whether the change will create an isolated district unrelated to similar districts:** The proposal will not create an isolated district, in that the same B-3 zoning is present on either side of the property along Lynn Garden Drive.
9. **Whether the present district boundaries are illogically drawn in relation to existing conditions?** The present district boundaries are illogically drawn. The current zoning of B-1 is most appropriate for neighborhood business uses consisting of smaller lots, smaller/ less robust buildings, and street networks of lesser capacity than the existing abutting streets.
10. **Whether the change will constitute a grant of special privilege to an individual as contrasted to the general welfare?** The change will not allow a special privilege to an individual as contrasted to the general welfare. A rezoning to a B-3 commercial zone will afford the same opportunities for the property enjoyed by the other commercial-zoned parcels along Lynn Garden Drive.

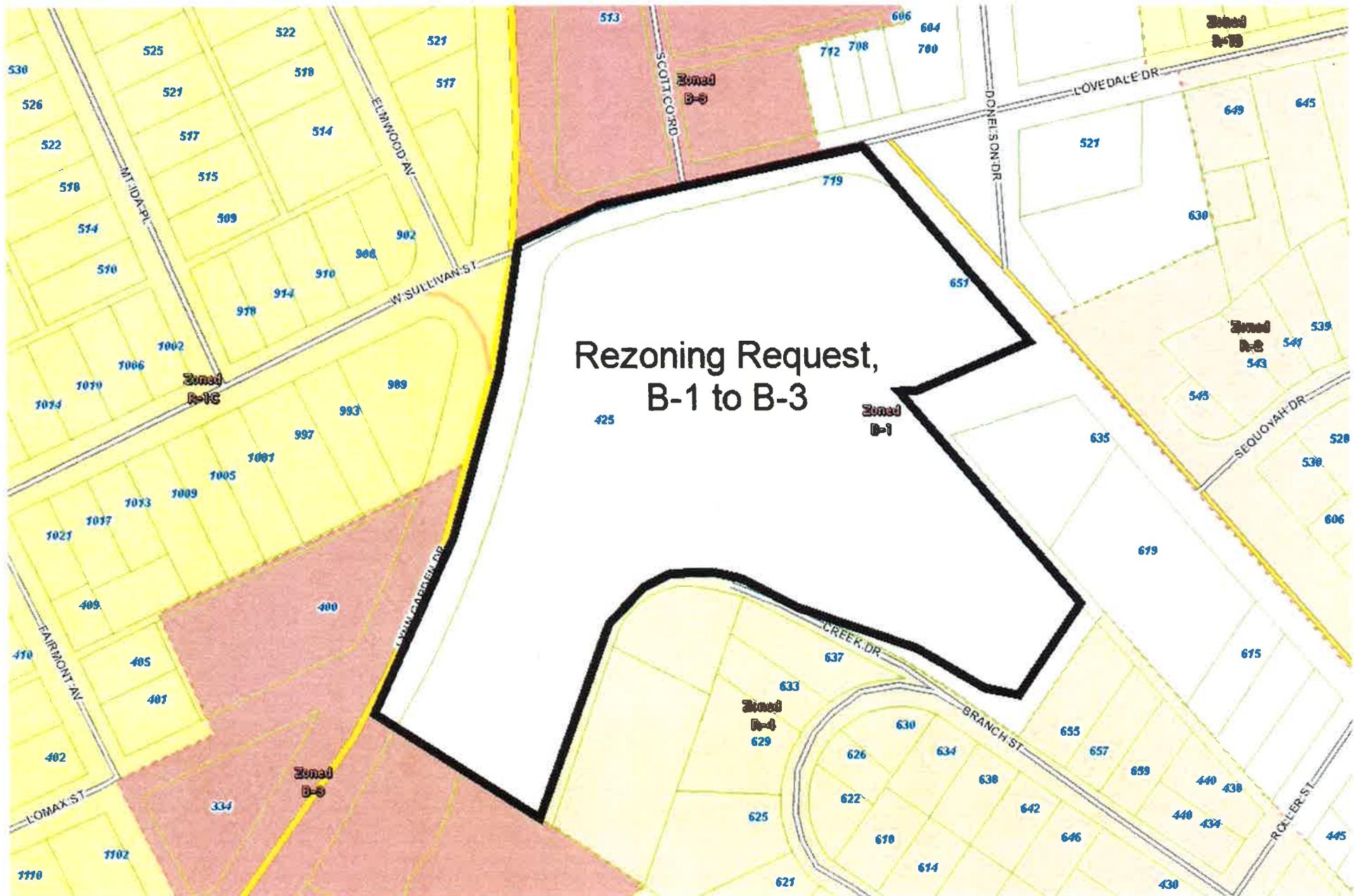
CONCLUSION

Staff recommends APPROVAL to rezone from B-1 to B-3 to accommodate highway oriented business uses. The rezoning is in compliance with the 2030 Land Use Plan and the existing buildings and transportation network support the land use intensity permitted in a B-3 zone.



**Rezoning Request
B-1 to B-3**

Rezoning Request, B-1 to B-3



BLUR WOOD LLC
BY INSTR. #5 043


NORTH BASED ON T.L. NELSON ESTATE

LYNN GARDEN DRIVE

REEDY CREEK

SCOTT COUNTY ROAD

WEST SULLIVAN STREET

28' EASEMENT FOR
WIDENESS & FORCE
3
29,412 SQ. FT.
0.675 AC. ZONED B1

REEDY CREEK

279,187 SQ. FT.
6.340 AC.
5
ZONED B1

GENERAL NOTES

1. THIS SURVEY IS SUBJECT TO ANY PREVIOUS CONVEYANCE WRITEN OR UNWRITTEN.
2. ADJACENT OWNERS AND DEED REFERENCES, AS SHOWN HEREON, ARE BASED UPON COUNTY TAX RECORDS AND ARE SUBJECT TO THE ACCURACY THEREOF.
3. UTILITIES AND UNDERGROUND FEATURES HAVE NOT BEEN LOCATED AS A PART OF THIS SURVEY AND NO CERTIFICATION IS MADE THEREOF.
4. THIS SURVEY HAS BEEN MADE WITHOUT THE BENEFIT OF A TITLE EXAMINATION AND IS SUBJECT TO ANY LEGAL DOCUMENTATION THAT MAY AFFECT PROPERTY SHOWN HEREON.
5. THIS SURVEY IS SUBJECT TO ANY ZONING REGULATIONS WHICH MAY BE IN EFFECT AS OF THE DATE HEREON.
6. NO WARRANTY IS EXPRESSED OR IMPLIED AS TO THE EXISTENCE OR NON-EXISTENCE OF BURIAL SITES, TOXIC WASTE SITES, RECLAMATION DAMS OR SOAK HOLDS ON THIS PROPERTY. HOWEVER, IF ANY OF THESE DO EXIST THEIR PRESENCE COULD ADVERSELY AFFECT THE USE AND VALUE OF THIS PROPERTY.

FLOOD CERTIFICATION

THIS IS TO CERTIFY THAT I HAVE CONSULTED THE FEDERAL ADMINISTRATION FLOOD HAZARD BOUNDARY MAPS AND FOUND THAT THIS PROPERTY IS LOCATED IN SPECIAL FLOOD HAZARD ZONES AE AND X.

FLOOD INSURANCE RATE MAP # 47183C0000D
SULLIVAN COUNTY AND INCORPORATED AREAS
EFFECTIVE DATE: SEPTEMBER 28, 2008

ABBREVIATIONS

- (IPD) = IRON PIN OLD & FOUND
 - (IPND) = IRON PIN NEW & SET
 - HWM MON = CONCRETE HWY MONUMENT
 - pd = electric power pole
 - CB = CATCH BASIN
 - mb = SANITARY SEWER MANHOLE
- *ALL CORNERS NOT DESCRIBED ARE NEW IRON PINS

RECORDING DATA

PROPERTY IS LOCATED ON SULLIVAN COUNTY
TAX MAP 4891 GROUP A PARCELS 1 10052 0017 0018 00

PROPERTY IS RECORDED IN:
DEED BOOK 1823C PAGE 909
DEED BOOK 1188C PAGE 398
DEED BOOK 562C PAGE 054

TOTAL ACRES = 9.900

ZONING = CURRENTLY CITY OF KINGSPORT B1
REQUESTING CITY OF KINGSPORT B3

THIS IS TO CERTIFY THAT THIS IS A CATEGORY I SURVEY AND THE RATIO OF PRECISION OF THE UNADJUSTED SURVEY IS HIGHER THAN 1/10,000

DANNY L. CARR, REGISTERED



ZONING DEVELOPMENT PLAN

LOTS 3, 4, & 5 ANDERSON, GATTON, & KING PROPERTY
11th CIVIL DISTRICT SULLIVAN, CO., TN.

CARR, CARR & ASSOCIATES
SURVEYORS PLANNERS
3615 LUMI STAR RD., KINGSPORT, TN 37662
PHONE: 423-549-8820 FAX: 423-549-3107 EMAIL: CARRCARR@CARRCARR.COM

DATE OF PLAN	APPROVED BY	REVISIONS
04/11/11	DANNY L. CARR	
04/11/11	DANNY L. CARR	



AGENDA ACTION FORM

Consideration of a Budget Ordinance Regarding MPO11A Resurfacing of Lincoln Street

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

Action Form No.: AF-200-2014
 Work Session: July 14, 2014
 First Reading: July 15, 2014

Final Adoption: August 5, 2014
 Staff Work By: M. Thompson, J. Smith
 Presentation By: Ryan McReynolds

Recommendation:

Approve the ordinance and resolution.

Executive Summary:

Bids were opened June 17, 2014, for the Resurfacing of Lincoln Street. This project consists of resurfacing Lincoln Street from SR 126 (Wilcox Drive) to SR 93 (John B. Dennis Highway). Completion time for this project – on or before: sixty (60) calendar days from Notice to Proceed.

City staff reviewed the bids and recommends awarding the contract to the apparent low bidder, Summers-Taylor, Inc. in the amount of \$1,014,472.90 –

Base Bid	\$1,014,472.90
CEI	27,664.96
Contingency 6%	<u>62,528.27</u>
Total Project Cost	\$1,104,666.13

A budget ordinance appropriating available grant funds to MPO11A in the amount of \$278,262.00 is requested. Also included in this budget ordinance request is the transfer of the local match from GP1208 in the amount of \$69,566.00.

Attachments:

1. Ordinance
2. ~~Resolution~~
3. Bid Tabulation
4. TDOT Email of Concurrence

Funding source appropriate and funds are available: _____

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



AGENDA ACTION FORM

Consideration of a Budget Ordinance Regarding MPO11A Resurfacing of Lincoln Street; and a Resolution Awarding the Bid for the Resurfacing of Lincoln Street to Summers-Taylor, Inc. and Authorize the Mayor to Sign All Applicable Documents

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

Action Form No.: AF-200-2014
 Work Session: July 14, 2014
 First Reading: July 15, 2014

Final Adoption: August 5, 2014
 Staff Work By: M. Thompson, J. Smith
 Presentation By: Ryan McReynolds

Recommendation:

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Attachments:

1. Ordinance
2. Resolution
3. Bid Tabulation
4. TDOT Email of Concurrence

Funding source appropriate and funds are available: _____

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

PRE-FILED CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE MPO PROJECT FUND BUDGET BY APPROPRIATING GRANT FUNDS TO FOR RESURFACING LINCOLN STREET 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 MPO Project Fund budget be amended by appropriating grant funds received from the Federal Highway Administration in the amount of \$278,262 to the MPO11A Resurfacing Lincoln/Cooks Valley project (MPO11A) and by transferring funds in the amount of \$69,566 from the 2011 GO Road Design project (GP1209) to the Lincoln Street Resurfacing project (GP1501) for the local match.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Fund 311: General Project Fund			
<u>Resurf Lincoln/Cooks Villy. (MPO11A)</u>			
<u>Revenues:</u>			
122-0000-337-5210 FHWA/TN FHWA 80%	\$ 695,452	\$ 278,262	\$ 973,714
122-0000-391-0100 From General Fund	139,090	0	139,090
Totals:	834,542	278,262	1,112,804
<u>Expenditures:</u>			
122-0000-601-2010 Salaries & Wages	\$ 301	\$ 0	\$ 301
122-0000-609-2022 Construction Contracts	717,441	278,262	995,703
122-0000-609-2023 Arch/Eng/Landscaping	116,800	0	116,800
Totals:	834,542	278,262	1,112,804
Fund 311: General Project Fund			
<u>2011 GO Road Design (GP1208)</u>			
<u>Revenues:</u>			
311-0000-368-1040 Series 2011 GO Pub Imp	\$ 765,365	\$ (69,566)	\$ 695,799
311-0000-368-2101 Bond Premium	12,238	0	12,238
Totals:	777,603	(69,566)	708,037
<u>Expenditures:</u>			
311-0000-601-2023 Arch/Eng./Landscaping	\$ 756,655	\$ (69,566)	\$ 687,089
311-0000-601-4041 Bond Sale Expense	20,948	0	20,948
Totals:	777,603	(69,566)	708,037

Fund 311: General Project Fund
Lincoln Street Resurfacing (GP1501)

Revenues:

311-0000-368-1040 Series 2011 GO Pub Imp

Totals:

\$		\$		\$	
	0		69,566		69,566
	0		69,566		69,566

Expenditures:

311-0000-601-2022 Construction Contracts

Totals:

\$		\$		\$	
	0		69,566		69,566
	0		69,566		69,566

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

ATTEST:

JAMES H. DEMMING
City Recorder

DENNIS R. PHILLIPS, Mayor

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____

RESOLUTION NO. _____

A RESOLUTION AWARDING THE BID FOR RESURFACING OF LINCOLN STREET TO SUMMERS-TAYLOR, INC. AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, bids were opened June 17, 2014 for the resurfacing of Lincoln Street; and

WHEREAS, the project will consist of resurfacing Lincoln Street from SR126 (Wilcox Drive) to SR93 (John B. Dennis Highway), with a allotted time for construction of 60 calendar days from the Notice to Proceed; and

WHEREAS, upon review of the bids, the board finds Summers-Taylor, Inc. is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to enter into an agreement with Summers-Taylor, Inc. at an estimated cost of \$1,014,472.90; and

WHEREAS, funding will be available once the budget ordinance has been approved, and identified in MPO11A (80% TDOT Grant Funds-STP) and GP1208 (20% city match);

Now therefore,

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

SECTION I. That the bid for the resurfacing of Summers-Taylor, Inc., at an estimated cost of \$1,014,472.90, is awarded to Summers-Taylor, Inc. and the mayor is authorized to execute an agreement for same and all documents necessary and proper to effectuate the purpose of the agreement.

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

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

ADOPTED this the 15th day of July, 2014.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

Lincoln Street Resurfacing
6/19/14

Estimated Quantities

ITEM NO.	DESCRIPTION	QUANTITY	UNIT
5, 1	202-03.01	REMOVAL OF ASPHALT PAVEMENT	3760 S.Y.
1	203-05	UNDERCUTTING	142 C.Y.
	303-01	MINERAL AGGREGATE, TYPE A BASE, GRADING D	835 TON
2, 1	303-10.02	MINERAL AGGREGATE (SIZE 2)	248 TON
	307-01.01	ASPHALT CONCRETE MIX (PG64-22) (BPMB-HM) GRADING A	414 TON
	307-01.08	ASPHALT CONCRETE MIX (PG64-22) (BPMB-HM) GRADING B-M2	419 TON
	307-01.15	ASC MIX (PG64-22) (BPMLC-HM) GRADING CS	1424 TON
	403-01	BITUMINOUS MATERIAL FOR TACK COAT (TC)	5 TON
10, 1	407-10.02	CLEANING & CRACK REPAIR	3000 L.F.
	411-01.10	ACS MIX(PG64-22) GRADING D	3527 TON
3	415-01.01	COLD PLANING BITUMINOUS PAVEMENT	5460 TON
13	415-01.02	COLD PLANING BITUMINOUS PAVEMENT	1334 S.Y.
11, 1	501-01.01	PORTLAND CEMENT CONCRETE PAVEMENT (PLAIN) 8"	850 S.Y.
	701-02.03	CONCRETE HANDICAP RAMP	680 S.F.
1	702-01	CONCRETE CURB	2 C.Y.
1	702-03	CONCRETE COMBINED CURB & GUTTER	12 C.Y.
	712-01	TRAFFIC CONTROL	1 L.S.
4	712-04.01	FLEXIBLE DRUMS (CHANNELIZING)	305 EACH
7	712-06	SIGNS (CONSTRUCTION)	122 S.F.
12	713-13.02	FLAT SHEET ALUMINUM SIGNS (0.080" THICK)	13 S.F.
12	716-01.21	SNOWPLOWABLE PAVEMENT MARKERS (BI-DIRECTIONAL) (1 COLOR)	24 EACH
6	716-02.01	PLASTIC PAVEMENT MARKING (4" LINE)	5.0 L.M.
	716-02.04	PLASTIC PAVEMENT MARKING(CHANNELIZATION STRIPING)	55 S.Y.
	716-02.05	PLASTIC PAVEMENT MARKING (STOP LINE)	360 L.F.
	716-02.06	PLASTIC PAVEMENT MARKING (TURN LANE ARROW)	12 EACH
	716-03.01	PLASTIC WORD PAVEMENT MARKING (ONLY)	4 EACH
	716-03.02	PLASTIC WORD PAVEMENT MARKING (RXR)	4 EACH
	716-04.01	PLASTIC PAVEMENT MARKING (STRAIGHT-TURN ARROW)	3 EACH
	716-04.02	PLASTIC PAVEMENT MARKING(DOUBLE TURNING ARROW)	5 EACH
9	716-05.01	PAINTED PAVEMENT MARKING (4" LINE)	5.0 L.M.
	717-01	MOBILIZATION	1 LS
8	730-14.02	SAW SLOT	3180 L.F.
8	730-14.03	LOOP WIRE	5052 L.F.
2, 1	740-06.01	GEOMEMBRANE	850 S.Y.

Engineer's Estimate		Summer's Taylor		W.B.L. Const. & Paving	
Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
\$ 3.10	\$ 11,656.00	\$ 7.50	\$ 28,200.00	\$ 26.00	\$ 97,760.00
\$ 50.00	\$ 7,100.00	\$ 34.00	\$ 4,828.00	\$ 31.50	\$ 4,528.50
\$ 33.00	\$ 27,555.00	\$ 39.75	\$ 33,191.25	\$ 11.45	\$ 26,260.75
\$ 35.00	\$ 8,680.00	\$ 39.00	\$ 9,672.00	\$ 35.00	\$ 8,680.00
\$ 105.00	\$ 43,470.00	\$ 172.00	\$ 50,508.00	\$ 92.52	\$ 38,303.28
\$ 120.00	\$ 50,280.00	\$ 129.80	\$ 54,386.20	\$ 93.56	\$ 39,201.54
\$ 118.00	\$ 168,032.00	\$ 112.00	\$ 159,488.00	\$ 98.12	\$ 139,722.88
\$ 800.00	\$ 4,000.00	\$ 550.00	\$ 2,750.00	\$ 651.00	\$ 3,255.00
\$ 2.00	\$ 6,000.00	\$ 4.50	\$ 13,500.00	\$ 0.38	\$ 1,140.00
\$ 120.00	\$ 423,240.00	\$ 109.25	\$ 385,324.75	\$ 98.60	\$ 947,762.20
\$ 25.00	\$ 136,500.00	\$ 17.50	\$ 68,250.00	\$ 17.20	\$ 93,912.00
\$ 3.00	\$ 4,002.00	\$ 7.25	\$ 9,671.50	\$ 3.40	\$ 4,535.60
\$ 132.00	\$ 112,200.00	\$ 71.00	\$ 60,350.00	\$ 72.00	\$ 61,200.00
\$ 45.00	\$ 30,600.00	\$ 29.00	\$ 19,720.00	\$ 40.00	\$ 20,400.00
\$ 500.00	\$ 1,000.00	\$ 1,600.00	\$ 3,200.00	\$ 1,000.00	\$ 2,000.00
\$ 252.00	\$ 3,024.00	\$ 895.00	\$ 10,740.00	\$ 800.00	\$ 9,600.00
\$ 51,000.00	\$ 51,000.00	\$ 24,930.00	\$ 24,930.00	\$ 33,395.00	\$ 33,395.00
\$ 30.00	\$ 9,150.00	\$ 15.00	\$ 4,575.00	\$ 15.00	\$ 4,575.00
\$ 9.00	\$ 1,098.00	\$ 8.00	\$ 976.00	\$ 6.00	\$ 732.00
\$ 12.00	\$ 156.00	\$ 15.00	\$ 195.00	\$ 15.50	\$ 201.50
\$ 27.00	\$ 648.00	\$ 25.00	\$ 600.00	\$ 50.00	\$ 1,200.00
\$ 3,100.00	\$ 15,500.00	\$ 3,500.00	\$ 17,500.00	\$ 3,500.00	\$ 17,500.00
\$ 19.00	\$ 1,045.00	\$ 15.00	\$ 825.00	\$ 16.75	\$ 1,031.25
\$ 14.00	\$ 5,040.00	\$ 14.00	\$ 5,040.00	\$ 12.00	\$ 4,520.00
\$ 160.00	\$ 1,920.00	\$ 155.00	\$ 1,860.00	\$ 150.00	\$ 1,800.00
\$ 350.00	\$ 1,400.00	\$ 265.00	\$ 1,060.00	\$ 225.00	\$ 900.00
\$ 350.00	\$ 1,400.00	\$ 425.00	\$ 1,700.00	\$ 400.00	\$ 1,600.00
\$ 160.00	\$ 480.00	\$ 150.00	\$ 450.00	\$ 150.00	\$ 450.00
\$ 160.00	\$ 800.00	\$ 225.00	\$ 1,125.00	\$ 225.00	\$ 1,125.00
\$ 975.00	\$ 4,875.00	\$ 795.00	\$ 3,975.00	\$ 675.00	\$ 3,375.00
\$ 57,000.00	\$ 57,000.00	\$ 19,660.00	\$ 19,660.00	\$ 33,095.00	\$ 33,095.00
\$ 5.00	\$ 15,900.00	\$ 3.35	\$ 10,653.00	\$ 4.50	\$ 14,310.00
\$ 0.70	\$ 3,536.40	\$ 0.85	\$ 4,294.20	\$ 0.50	\$ 2,526.00
\$ 5.00	\$ 4,250.00	\$ 1.50	\$ 1,275.00	\$ 2.00	\$ 1,700.00
CDM Smith's Calculations		\$ 1,212,537.40		\$ 1,021,098.90	
Actual Bid				\$ 1,014,472.90	
Difference				\$ 0.00	

BID TABULATION
BIDS RECEIVED ON JUNE 17, 2014
Lincoln Street from SR 126 (Wilcox Dr) to SR 93 (John B. Dennis Highway)
City of Kingsport, Tennessee - (Rebid) TDOT PIN 114300.00

Approved by: 
Jeff Milze, PE
Principal, Project Manager
CDM Smith

Catron, Sheila

From: Kimery Smith <Kimery.Smith@tn.gov>
Sent: Thursday, July 10, 2014 12:51 PM
To: Thompson, Michael
Cc: 'Mize, Jeff (mizerj@cdmsmith.com)'; Clabaugh, Hank; Catron, Sheila
Subject: PIN: 114300.00 Bid Award

Good Afternoon,

I'd like to report that TDOT concurs in awarding the subject project to the apparent low bidder, Summers-Taylor, Inc. (\$1,014,472.90) as the city recommended in their letter.

Please be sure to invite the TDOT Regional Construction Supervisor and the TDOT Regional Materials and Tests Supervisor, or their representatives to the pre-construction meeting.

Please let me know if you have any questions.

Thank you.

Kimery Smith

Transportation Planner, Local Program Development Office
TENNESSEE DEPARTMENT OF TRANSPORTATION

Suite 600 James K Polk Building, 505 Deaderick Street
Nashville, TN 37243-0349
[P] 615.741.5323
kimery.smith@tn.gov



AGENDA ACTION FORM

Consideration of a Budget Ordinance Appropriating Available Funds to GP1301 for a Change Order to the GRC Construction Services Contract to Include Power System Upgrades and Structural Modifications for the J. Fred Johnson Stadium Improvements Project and Authorize the Mayor to Sign all Applicable Documents

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

Action Form No.: AF-201-2014
 Work Session: July 14, 2014
 First Reading: July 15, 2014

Final Adoption: August 5, 2014
 Staff Work By: M. Thompson, J. Smith
 Presentation By: Ryan McReynolds

Recommendation: Approve the ordinance and resolution.

Executive Summary:

Due to issues surrounding the original design of the elevator, yard piping, and structural steel details; adjustments to the scope of work are required to ensure accessibility and a safe environment for all citizens during events held at J. Fred Johnson Stadium. It is recommended to amend GRC's scope of work to include the following components necessary to insure a successful project completion:

- Structural Steel Modification: During the Value Engineering process, certain structural steel supports were added to the scope after the contract documents were finalized. Therefore, the additions that are necessary to ensure a safe stadium structure are recommended to be added to GRC's scope of service in the amount of \$28,853.00.
- Electrical Work related to Elevator: The original design included an elevator motor that was too small to operate the elevator. Therefore, the correct motor size required an upgrade to the electrical service including wiring and panel size in the amount of \$22,844.00.
- Yard Piping: The original design depicted a public water line as private yard piping. In order to utilize this waterline, adjustments were necessary including the installation of a new 8" meter. Therefore, it is recommended to amend GRC's scope of service in the amount \$7,793.

We request approval for a change order to the contract with GRC Construction Services in the amount of \$59,400.00. The total amount of change orders related to this project is \$117,790.00 or 2.6% of the original contract amount. A typical City of Kingsport construction contract includes a standard 6% contingency that the 2.4% would fall well within. Considering the nature of the work, modifications to an existing structure, this amount appears favorable.

Additionally, the City plans on pursuing a cost recovery related to the design issues with the design engineer.

A budget ordinance appropriating available funds is requested transferring the amount of \$59,400.00 from GP1412 to J. Fred Johnson Stadium Improvements (GP1301).

Attachments:

1. Ordinance
2. Resolution

Funding source appropriate and funds are available: _____

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



AGENDA ACTION FORM

Consideration of a Budget Ordinance Appropriating Available Funds to GP1301; and a Resolution Authorizing a Change Order to the GRC Construction Services Contract to Include Power System Upgrades and Structural Modifications for the J. Fred Johnson Stadium Improvements Project and Authorize the Mayor to Sign all Applicable Documents

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

[Handwritten signature]

Action Form No.: AF-201-2014
Work Session: July 14, 2014
First Reading: July 15, 2014

Final Adoption: August 5, 2014
Staff Work By: M. Thompson, J. Smith
Presentation By: Ryan McReynolds

Recommendation: Approve the ordinance and resolution.

Executive Summary:

Due to issues surrounding the original design of the elevator, yard piping, and structural steel details; adjustments to the scope of work are required to ensure accessibility and a safe environment for all citizens during events held at J. Fred Johnson Stadium. It is recommended to amend GRC's scope of work to include the following components necessary to ensure a successful project completion:

- Structural Steel Modification: During the Value Engineering process, certain structural steel supports were added to the scope after the contract documents were finalized. Therefore, the additions that are necessary to ensure a safe stadium structure are recommended to be added to GRC's scope of service in the amount of \$28,853.00.
Electrical Work related to Elevator: The original design included an elevator motor that was too small to operate the elevator. Therefore, the correct motor size required an upgrade to the electrical service including wiring and panel size in the amount of \$22,844.00.
Yard Piping: The original design depicted a public water line as private yard piping. In order to utilize this waterline, adjustments were necessary including the installation of a new 8" meter. Therefore, it is recommended to amend GRC's scope of service in the amount \$7,793.

We request approval for a change order to the contract with GRC Construction Services in the amount of \$59,400.00. The total amount of change orders related to this project is \$117,790.00 or 2.6% of the original contract amount. A typical City of Kingsport construction contract includes a standard 6% contingency that the 2.4% would fall well within. Considering the nature of the work, modifications to an existing structure, this amount appears favorable.

Additionally, the City plans on pursuing a cost recovery related to the design issues with the design engineer.

A budget ordinance appropriating available funds is requested transferring the amount of \$59,400.00 from GP1412 to J. Fred Johnson Stadium Improvements (GP1301).

Attachments:

- 1. Ordinance
2. Resolution

Funding source appropriate and funds are available: _____

Table with 3 columns: Name, Y, N, O. Rows include Clark, George, McIntire, Parham, Segelhorst, Phillips.

PRE-FILED CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE GENERAL PROJECT FUND BUDGET BY TRANSFERRING FUNDS TO THE J. FRED JOHNSON STADIUM IMPROVEMENTS PROJECT 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 budget be amended by transferring funds in the amount of \$59,400 from the ST Prof Housing Incentive project (GP1412) to the J. Fred Johnson Stadium Improvement project (GP1301) for power system upgrades and structural modifications.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Fund 311: General Project Fund			
ST Prof Housing Incentive (GP1412)			
Revenues:			
311-0000-391-0100 From General Fund	\$ 541,700	\$ (59,400)	\$ 482,300
Totals:	541,700	(59,400)	482,300

Expenditures:			
311-0000-601-9003 Improvements	\$ 541,700	\$ (59,400)	\$ 482,300
Totals:	541,700	(59,400)	482,300

Fund 311: General Project Fund			
J Fred Johnson Stadium Improv. (GP1301)			
Revenues:			
311-0000-368-1035 Series 2009A GO Pub Imp.	\$ 130,000	\$ 0	\$ 130,000
311-0000-368-1037 Series 2009 D (BABS) GO	200,000	0	200,000
311-0000-368-1046 2013 B GO Pubic Imp.	4,650,000	0	4,650,000
311-0000-391-0100 From General Fund	58,300	59,400	117,700
Totals:	5,038,300	59,400	5,097,700

Expenditures:			
311-0000-601-2022 Construction Contracts	\$ 80,000	\$ 0	\$ 80,000
311-0000-601-2023 Arch/Eng./Landscaping	309,150	0	309,150
311-0000-601-4041 Bond Sale Expense	0	0	0
311-0000-601-9003 Improvements	4,649,150	59,400	4,708,550
Totals:	5,038,300	59,400	5,097,700

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: _____

RESOLUTION NO. _____

A RESOLUTION APPROVING CHANGE ORDER #2 TO THE CONTRACT WITH GOINSRASHCAIN, INC. FOR POWER SYSTEM UPGRADES AND STRUCTURAL MODIFICATIONS FOR THE J. FRED JOHNSON STADIUM IMPROVEMENTS PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE CHANGE ORDER

WHEREAS, the city entered a contract with GOINSRASHCAIN, Inc. on October 4, 2013, for the J. Fred Johnson Stadium Upgrade Project; and

WHEREAS, in order to provide all citizens access and a safe environment city needs to increase the scope of the contract to provide for structural steel supports that were necessary to ensure a safe stadium structure, upgrades to the electrical service wiring for the service elevator, and adjustments in the yard piping including installation of a new 8 inch meter; and

WHEREAS, the amount of the change order is \$59,400.00; and

WHEREAS, funds for this change order will be available in project GP1301 by budget ordinance.

Now therefore,

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

SECTION I. That Change Order #2 to the contract with GOINSRASHCAIN, Inc. for the J. Fred Johnson Stadium Upgrade Project, to provide for structural steel supports that were necessary to ensure a safe stadium structure, upgrades to the electrical service wiring for the service elevator, and adjustments in the yard piping including installation of a new 8 inch meter, in the amount of \$59,400.00, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to effectuate Change Order #2 to the contract with GOINSRASHCAIN, Inc. for the J. Fred Johnson Stadium Upgrade Project.

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

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

ADOPTED this the 15th day of July, 2014.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Consideration of an Ordinance to Appropriate the Funds to Express the Official Intent of the City of Kingsport that Certain Expenditures to be Incurred in Connection with the Expenditure of Funds in the Construction of the Centennial Ball Fields be Reimbursed from the Proceeds of Notes, Bonds, or Other Indebtedness to be Issued by the City

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

Action Form No.: AF-197-2014

Work Session: July 14, 2014

First Reading: July 15, 2014

Final Adoption: August 5, 2014

Staff Work By: Jim Demming

Presentation By: J. Demming/J. Fleming

Recommendation:

Request Board of Mayor and Aldermen approve ~~resolution and~~ ordinance.

Executive Summary:

During the June 16, 2014 work session the BMA agreed to support moving forward with staff's recommendation for construction of four softball/baseball fields as well as the grading for a fifth field that would be built out at a future date. In order to continue moving this project forward to meet an April 2015 timeline it is necessary to use up to \$3,000,000 of funds on hand, on a temporary basis, for the purpose of providing additional funding to the project.

Final funding for these additional funds for the project is to come from future debt issuances. The adoption of the attached resolution, which complies with IRS requirements, will permit the City to reimburse these temporary funds from the proceeds of new debt instruments when they are issued. It is anticipated that the new debt planned for in the FY2015 budget will be presented to the BMA within the next few months.

The Ordinance will appropriate \$2,800,000 from Fund Balance in the General Fund as a temporary funding source to be repaid by bond money after the bonds are issued and the budget for the KEDB loan of \$1,200,000 is also included in the ordinance.

Attachments:

1. Resolution
2. Ordinance

Funding source appropriate and funds are available: _____

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



AGENDA ACTION FORM

Consideration of a Resolution to Express the Official Intent of the City of Kingsport that Certain Expenditures to be Incurred in Connection with the Expenditure of Funds in the Construction of the Centennial Ball Fields be Reimbursed from the Proceeds of Notes, Bonds, or Other Indebtedness to be Issued by the City and Consideration of an Ordinance to Appropriate the Funds

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

Action Form No.: AF-197-2014
 Work Session: July 14, 2014
 First Reading: July 15, 2014

Final Adoption: August 5, 2014
 Staff Work By: Jim Demming
 Presentation By: J. Demming/J. Fleming

Recommendation:

Request Board of Mayor and Aldermen approve resolution and ordinance.

Executive Summary:

During the June 16, 2014 work session the BMA agreed to support moving forward with staff's recommendation for construction of four softball/baseball fields as well as the grading for a fifth field that would be built out at a future date. In order to continue moving this project forward to meet an April 2015 timeline it is necessary to use up to \$3,000,000 of funds on hand, on a temporary basis, for the purpose of providing additional funding to the project.

Final funding for these additional funds for the project is to come from future debt issuances. The adoption of the attached resolution, which complies with IRS requirements, will permit the City to reimburse these temporary funds from the proceeds of new debt instruments when they are issued. It is anticipated that the new debt planned for in the FY2015 budget will be presented to the BMA within the next few months.

The Ordinance will appropriate \$2,800,000 from Fund Balance in the General Fund as a temporary funding source to be repaid by bond money after the bonds are issued and the budget for the KEDB loan of \$1,200,000 is also included in the ordinance.

Attachments:

1. Resolution
2. Ordinance

Funding source appropriate and funds are available: _____

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

RESOLUTION NO. _____

RESOLUTION EXPRESSING OFFICIAL INTENT THAT CERTAIN EXPENDITURES TO BE INCURRED IN CONNECTION WITH CERTAIN PUBLIC WORKS PROJECTS BE REIMBURSED FROM PROCEEDS OF NOTES, BONDS, OR OTHER INDEBTEDNESS TO BE ISSUED BY THE CITY OF KINGSPORT, TENNESSEE

WHEREAS, the City of Kingsport, Tennessee (the "Municipality") is in the process of causing certain capital expenditures to be made with respect to certain public works projects, including the acquisition of public art; the acquisition, construction and improvement of public recreational facilities, including development and construction of a soft and baseball complex, and including, but not necessarily limited to, planning, design, and architectural expenses, and the acquisition of all other property real and personal appurtenant thereto and connected with such work (collectively, the "Project"); and,

WHEREAS, the Board of Mayor and Aldermen (the "Board") desires to establish its official intent that certain of the expenditures related to the Project and certain other related expenditures be reimbursed out of notes, bonds, or other indebtedness to be issued in the future by the Municipality.

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

Section 1. The Board hereby finds and determines, as follows:

(a) that it is in the best interest of the Municipality to proceed immediately with the Project, thereby incurring certain capital expenditures;

(b) that the Municipality has certain funds available which may be used temporarily for this purpose, pending the issuance of bonds, notes, or other indebtedness of the Municipality;

(c) that the Board anticipates that the Municipality will issue its bonds, notes, or other indebtedness for the purpose of financing the Project;

(d) that the Board reasonably expects to reimburse such amounts to such fund or source from which such expenditures may be made on a temporary basis as soon as proceeds from the issuance of such bonds, notes, or other indebtedness are available; and,

(e) that this declaration of official intent is consistent with the budgetary and financial circumstances of the Municipality.

Section 2. The Board of the Municipality hereby establishes its official intent to issue bonds, notes, or other indebtedness to finance the costs of the Project and other related expenditures in an amount not to exceed Three Million Dollars (\$3,000,000). Pending the issuance of such bonds, notes, or other indebtedness, funds necessary to finance such costs shall be advanced from such source of funds on hand and available for such purpose, and any amounts so advanced shall be reimbursed from the proceeds of the tax-exempt bonds, notes, or other

indebtedness when issued.

Section 3. The Municipality will comply with the applicable State or local law governing the public availability of records relating to its official acts with respect to this Resolution.

Section 4. This Resolution shall be in full force and effect immediately upon its adoption.

Adopted and approved this 15th day of July, 2014.

MAYOR

ATTEST:

APPROVED AS TO FORM:

CITY RECORDER

CITY ATTORNEY

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE GENERAL FUND
AND GENERAL PROJECT FUND BUDGETS BY
APPROPRIATING FUNDS TO THE SOFTBALL
BASEBALL COMPLEX PROJECT 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 Fund and General Project Fund budgets be amended by appropriating funds in the amount of \$2,800,000 from the General Fund-Fund Balance and by appropriating loan funds in the amount of \$1,200,000 from KEDB to the Softball Baseball Complex (GP1409). The General Fund - Fund Balance will be reimbursed when the bonds are issued for FY15.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Fund 110: General Project Fund			
Revenues:			
110-0000-392-0100 Fund Balance Appropriation	\$ 0	\$ 2,800,000	\$ 2,800,000
Totals:	0	2,800,000	2,800,000
Expenditures:			
110-4804-481-7036 Transfer to Gen. Proj. Fund	\$ 0	\$ 2,800,000	\$ 2,800,000
Totals:	0	2,800,000	2,800,000
Fund 311: General Project Fund			
Softball Baseball Complex (GP1409)			
Revenues:			
311-0000-368-1046 2013 B GO Pubic Imp.	\$ 2,900,000	\$ (178,101)	\$ 2,721,899
311-0000-368-2101 Bond Prem.	0	178,101	178,101
311-0000-368-0945 IDBK First TN Bank	0	1,200,000	1,200,000
311-0000-391-0100 From General Fund	0	2,800,000	2,800,000
Totals:	2,900,000	4,000,000	6,900,000
Expenditures:			
311-0000-601-2023 Arch/Eng./Landscaping	\$ 230,000	\$ (34,109)	\$ 195,891
311-0000-601-4041 Bond Sale Expense	0	34,109	34,109
311-0000-601-9001 Land	1,000,000	0	1,000,000
311-0000-601-9003 Improvements	1,670,000	4,000,000	5,670,000
Totals:	2,900,000	4,000,000	6,900,000

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

DENNIS R. PHILLIPS, Mayor

ATTEST:

APPROVED AS TO FORM:

JAMES H. DEMMING
City Recorder

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____



AGENDA ACTION FORM

Consideration of a Resolution Awarding the Bid for the Purchase of Road Salt to Cargill, Inc. for FY15

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

Action Form No.: AF-208-2014
Work Session: August 4, 2014
First Reading: N/A

Final Adoption: August 5, 2014
Staff Work By: Committee
Presentation By: R. McReynolds

Recommendation:
Approve the resolution.

Executive Summary:
Bids were opened on July 8, 2014 for the purchase of road salt for use by the Public Works Department on an as needed basis. This bid was issued by the City of Knoxville, TN as a cooperative bid with fifteen East Tennessee government agencies participating. It is recommended to award the bid for the purchase of road salt to Cargill, Inc. at a cost of \$116.79 per ton. The estimated annual cost is \$467,160 based on purchasing 4,000 tons. The City included an option in the bid documents to be able to purchase up to an additional 2,000 tons of road salt if needed.

The bid from North American Salt offers a lower per ton price but is non-responsive due to several conditions being attached to their bid submittal. North American Salt requires that we purchase up to 80% of our requested amount whether the City needs salt or not. They also will not allow us to have an option to purchase an additional quantity of salt if needed. Cargill, Inc. did not qualify their bid and agrees to adhere to the terms, conditions & requirements as set forth in the bid solicitation.

The City is not required to purchase road salt unless and until it is needed from Cargill.

The bid from Cargill, Inc. is the lowest, responsible, compliant bid meeting specifications for the particular grade or class of material, work or service desired in the best interest and advantage to the City.

Funding is identified in account number 12140244613038.

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

Funding source appropriate and funds are available: _____

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

RESOLUTION NO. _____

A RESOLUTION AWARDDING THE BID FOR PURCHASE OF
ROAD SALT TO CARGILL, INC. AND AUTHORIZING THE CITY
MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

WHEREAS, the city of Kingsport, Tennessee issued an invitation to bid as a cooperative bid with fifteen East Tennessee governmental entities for road salt; and

WHEREAS, bids were opened July 8, 2014 for the purchase of road salt for use by the public works department on an as needed basis; and

WHEREAS, upon review of the bids, the board finds Cargill, 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 road salt at the cost of \$116.79 per ton from Cargill, Inc.; and

WHEREAS, the estimated cost based on purchasing 4,000 tons of road salt is \$467,160.00 and the city has an option to purchase an additional 2,000 tons if needed; and

WHEREAS, the city is not required to purchase road salt unless and until needed; and

WHEREAS, funding is identified in account number 12140244613038;

Now therefore,

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

SECTION I. That the bid for purchase of road salt for use by the public works department is awarded to from Cargill, Inc., at the cost of \$116.79 per ton and the city manager is authorized to execute purchase orders for same as needed.

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 5th day of August, 2014.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

City of Knoxville, Tennessee
Bulk Ice Control Rock Salt Bid Tabulation
7/8/2014

We received only two bids: Morton submitted a "no bid," leaving North American and Cargill. North American's bid had a number of conditions attached; see below. Each of you will want to check with NAmer's contact to see if these exceptions apply to your agency.

Municipality	Morton Salt Price Per Ton	Cargill Price Per Ton	North American Salt Price Per Ton**
City of Knoxville	No Bid	115.35	94.71
City of Kingsport		116.79	105.23
City of Bristol		117.18	107.26
City of Elizabethton		117.32	107.26
City of Mt. Carmel		116.83	105.23
City of Church Hill		116.44	107.26
East Tennessee State University		116.75	105.23
Town of Jonesborough		116.31	103.04
Town of Surgoinsville		115.72	101.59
City of Johnson City		116.81	105.23
City of Newport		115.67	115.67
Knox County		115.58	94.71
City of Alcoa		115.41	96.20
City of Maryville		115.23	96.20
Blount County		115.15	96.20

****Due to the intensity of this past season's winter and in an effort to assist us in better servicing your needs moving forward, we are asking the City of Knoxville to accept the following amendments to the current bid documents. Acceptance of these amendments will allow NASC to better service your requirements for the coming year by optimizing inventory levels at your service depot.**

1. Bid is binding for fifteen (15) days after the bid opening date.
2. NASC will not be able to accept a secondary or back-up award.
3. The City agrees to purchase 80% of the base bid amount of 22,600 tons, and NASC agrees to provide up to 100% of the base bid amount.
4. The City also agrees not to take any tons prior to November 1, 2014 unless approved by Compass Minerals.
5. The City agrees to take delivery of the 80% minimum on or before March 31, 2015. (Please understand that NASC is unable to carry over inventory at our depot.)

Contact Information:

Morton Salt
Anthony T. Patton
800-951-0907
bids@mortonsalt.com

Cargill
Alison Marincek
800-600-7258
anna_marincek@cargill.com

North American Salt
Monica Lloyd, SalesManager-Highway Sales
913-344-9360
lloydm@compassminerals.com

MEMORANDUM

July 10, 2014

TO: Brent Morelock, Assistant Procurement Manager
FROM: Ronnie Hammonds, Streets and Sanitation Manager
SUBJECT: Award of Salt Bid

After evaluating the salt bids and our discussion of this morning I recommend we accept the bid from Cargill for road salt this year. This bid appears to be in the best interest of the City of Kingsport

I consider the bid from North American Salt to be a non responsive bid due to the stipulations placed in their bid. These stipulations would seem to give them an unfair advantage over Cargill since the Cargill bid was bid to our specifications and also could require us to purchase an unneeded quantity of salt.

If you have any questions please contact me at your convenience.



AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Mayor to Execute the Resource Sharing Agreement for Organization of Watauga Libraries

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

Action Form No.: AF-211-2014
Work Session: August 4, 2014
First Reading: N/A

Final Adoption: August 5, 2014
Staff Work By: Helen Whittaker
Presentation By: Morris Baker

Recommendation:

Approve the resolution.

Executive Summary:

This is a new agreement which will allow the library to receive consortia pricing discounts from library automation vendors. The Organization of Watauga Libraries (OWL) is a network of public libraries that serves the northeast Tennessee area of Carter, Greene, Johnson, Sullivan, Unicoi and Washington counties.

This agreement will replace the current "Library Automation Agreement between Watauga Regional Library and the City of Kingsport, "which includes the above mentioned public libraries, as well as East Tennessee State University and Northeast State Community College libraries. The reason for a new agreement is that the two academic libraries are pursuing library automation systems that are designed more for academic library users, and the public libraries are pursuing a library automation system that is designed more for public library users. By continuing to leverage regional cooperation, the public libraries will be able to continue to work together to obtain the highest quality public library user experience possible.

Attachments:

- 1. Resolution Including Resource Sharing Agreement

Funding source appropriate and funds are available: _____

Table with 3 columns: Y, N, O and rows for Clark, George, Hall, McIntire, Parham, Segelhorst, Phillips.

RESOLUTION NO. _____

A RESOLUTION APPROVING A RESOURCE SHARING AGREEMENT WITH THE ORGANIZATION OF WATAUGA LIBRARIES AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the Organization of Watauga Libraries (OWL) is a network of public libraries serving the northeast Tennessee area of Carter, Greene, Johnson, Sullivan, Unicoi and Washington counties; and

WHEREAS, the Resource Sharing Agreement will allow the library to receive consortium pricing discounts from library automation vendors.

Now therefore,

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

SECTION I. That a Resource Sharing Agreement with the Organization of Watauga Libraries (OWL) 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 the Organization of Watauga Libraries (OWL) 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:

**RESOURCE SHARING AGREEMENT
FOR ORGANIZATION of WATAUGA LIBRARIES**

ABOUT US

The Organization of Watauga Libraries, OWL, is a network of public libraries that serves the northeast Tennessee area of Carter, Greene, Johnson, Sullivan, Unicoi and Washington counties.

OWL Mission Statement

The mission of the Organization of Watauga Libraries is to provide wide access to multiple collections throughout northeast Tennessee, and to provide -- through leveraging regional cooperation -- the highest quality library user experience possible.

AGREEMENT

This AGREEMENT is made this ___ day of _____, 2014, by and between the Public Libraries of Bristol, Elizabethton-Carter County, Greeneville/Greene County, Johnson City, Johnson County, Kingsport, Mosheim, Sullivan County, Unicoi, and Washington County. Each of these public libraries, by executing this AGREEMENT, becomes a member of the Organization of Watauga Libraries (hereinafter referred to as OWL). This AGREEMENT, made in accordance with Tennessee Code Annotated, Title 12 chapter 9, addresses resource sharing among the public libraries, specifically, though not limited to, the selection, implementation, and use of a shared integrated library system (ILS).

EXECUTIVE BOARD

OWL is governed by an executive board, powers of which are described below. Each member library shall have one representative, the library director, on the executive committee.

A. Each member of OWL agrees to:

1. ensure that the library director participates in the OWL executive board, which will:

- a. oversee the selection, administration, policies, practices, and standards of the ILS and its implementation by OWL.
 - b. establish committees as needed to address issues related to resource sharing. At least one member of the executive committee will serve on each committee.
 - c. approve or deny resource sharing policies, practices, and standards recommended by any committee established per (b) above.
 - d. annually select officers, to include a chairperson, vice-chairperson, and secretary, who will fulfill the traditional roles of those offices. An individual may not hold concurrent offices, nor may an individual serve more than seven consecutive terms in the same office.
2. pay its portion of the ILS costs, including implementation, migration, and annual maintenance fees, selected by OWL in a timely fashion, and maintain a good credit history with the ILS provider.
 3. allow staff members, as appointed by the Library Director, to participate in any committees established by the executive board, the purpose of which will be to recommend policies, practices, and standards to provide for the smooth operation of a shared system.
 4. ensure all staff attend training as provided by the ILS vendor and/or OWL executive committee approved training/retraining programs.
 5. follow all policies, practices, and standards regarding resource sharing among OWL members as approved by the OWL executive board.
 6. protect the confidentiality of patron records from other libraries in a manner consistent with professional ethics and state law;
- B. The parties further agree that the following shall be essential terms and conditions of this AGREEMENT. Although a member of OWL may withdraw from the agreement, it will be responsible for costs as set forth in Section B(4)(a).
1. Its term shall be from July 1, 20xx to June 30, 20xx, unless one of the parties notifies the other as described in #4 and #5 below.
 2. The terms of the AGREEMENT shall be reviewed by the executive committee no later than January 31, 20xx, for the purpose of considering extending the AGREEMENT beyond its original term.
 3. The OWL executive board may negotiate and execute contracts with ILS providers. For these purposes, the chairman of the executive committee will be the authorized agent; approval of a contract will require a 2/3 majority vote of the executive committee. Notice of the terms of the proposed contract will be provided to all OWL members at least 60 days prior to the executive committee vote.
 4. Any member of OWL may terminate participation in this AGREEMENT by giving a 180 day written notice to the OWL executive committee. The withdrawing library's data must be removed from the system by the withdrawal date and access to the system will terminate on that date.
 - a. The withdrawing library will be responsible and charged for:
 - i. Cost to extract their data from the system in the format they specify.
 - ii. Fees assessed by the ILS vendor, including any breach-of-contract fees.
 - iii. Any related increase in ILS costs to remaining OWL members for the remainder of the ILS contract period
 - iv. Fees for the current fiscal period up to the withdrawal date
 5. If any party fails to fulfill in timely and proper manner its obligations under this AGREEMENT, the other parties/party shall have the right to immediately terminate this AGREEMENT.
 6. This AGREEMENT may be modified only by written amendment executed by all parties hereto.
 7. This AGREEMENT shall be binding upon the parties as of the date when all duly authorized signatories designated below have signed it.

[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 5th day of August, 2014.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

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

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Mayor to Execute a Renewal Lease Agreement with Pinnacle Towers LLC, a Company that Operates a Transmission Tower on Bays Mountain/City of Kingsport Property

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

Action Form No.: AF-55-2014
 Work Session: August 4, 2014
 First Reading: August 5, 2014
 Final Adoption: August 5, 2014
 Staff Work By: Capt. Jenny Castle
 Presentation By: Chief David Quillin

Recommendation:
 Approve the resolution.

Executive Summary:
 On August 2, 2000, the City of Kingsport entered into a lease agreement with Pinnacle Towers for a transmitter site on Bays Mountain property. They have a tower on our physical site, and we have a repeater on their tower for our radio systems. Pinnacle has submitted documents for renewal, to continue the lease through August 1, 2030.

The terms of the lease require no funds from the City of Kingsport, and provide for Pinnacle to pay a one-time signing bonus of \$7500.00, and \$1000.00 annually for road maintenance to the site.

Attachments:
 1. Resolution to include agreement

Funding source appropriate and funds are available: _____

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A FIRST AMENDMENT TO LEASE AGREEMENT WITH PINNACLE TOWERS, LLC, TO OPERATE A TRANSMISSION TOWER ON BAYS MOUNTAIN; APPROVING AN AGREEMENT AND MEMORANDUM OF FIRST AMENDMENT TO LEASE AGREEMENT; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT; AND AUTHORIZING THE MAYOR TO MAKE CERTAIN CHANGES TO THE AGREEMENT AS NEEDED

WHEREAS, in August, 2002, the board approved an ordinance authorizing the mayor to sign a lease agreement with Pinnacle Towers, LLC for a transmitter site on Bays Mountain property; and

WHEREAS, Pinnacle Towers, LLC would like to amend the agreement to renew the lease of the tower site to provide for the extension of the term of the lease by adding four terms of renewal of five years each; and

WHEREAS, there are no funds required from the city and Pinnacle Towers, LLC will pay \$7,500.00 upon execution of the amendment and an additional \$1,000.00 per year for road maintenance to the site;

Now therefore,

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

SECTION I. That the First Amendment to Lease Agreement with Pinnacle Towers, LLC, renewing the lease up to August 1, 2030, 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 First Amendment to Lease Agreement with Pinnacle Towers, LLC, renewing the lease up to August 1, 2030, and all other documents necessary and proper to effectuate the purpose of the agreement or this resolution, said amendment being generally as follows:

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (the "Amendment") is made and entered into effective as of the day of , 20 , by and between CITY OF KINGSPORT, a Tennessee municipal corporation (having a mailing address of 225 West Center Street, Kingsport, Tennessee 37660) ("Landlord"), and PINNACLE TOWERS LLC, a Delaware limited liability company, formerly known as Pinnacle Towers Inc. prior to a State of Delaware conversion dated April 7, 2004 (having a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317) ("Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant entered into a Lease Agreement dated August 2, 2000 (the "Agreement"), a memorandum of which was filed for record in Book 1634C, Page 423 in the Register's Office of Sullivan County, Tennessee (the "MOL"), covering certain real property, together with an easement for ingress, egress and utilities thereto, described in Exhibit "A" attached hereto (the "Premises");

WHEREAS, the Agreement has an original term (including all extension terms) that will terminate on August 1, 2020 (the "Original Term") and the parties desire to amend the Agreement to extend the Original Term and as otherwise set forth below.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. AMENDMENTS. The Agreement is hereby amended as follows:

(a) Additional Terms and Renewals. Section 2 of the Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof:

This Agreement will be automatically renewed for four (4) additional terms (each a "Renewal Term") of five (5) years each, unless Tenant provides Landlord notice of intention not to renew not less than one hundred eighty (180) days prior to the expiration of the Initial Term or any Renewal Term. All of the other terms, provisions and covenants of this Agreement shall apply to the Renewal Terms. If all such options to extend are exercised, then the final expiration of the Agreement shall occur on August 1, 2030.

(b) Notice. Tenant's notice address is hereby amended to be:

Tenant: Pinnacle Towers LLC

E. Blake Hawk, General Counsel

Attention: Legal Department

2000 Corporate Drive Canonsburg, Pennsylvania 15317

(c) Road Maintenance. Tenant shall pay to Landlord up to a maximum of One Thousand and No/100 Dollars (\$1,000.00) per year during the term hereof for maintenance of the access road. Landlord shall deliver a written detailed bill to Tenant and Tenant shall pay such amount to Landlord within thirty (30) days of receipt of the bill.

2. SIGNING BONUS. As additional consideration for the execution of this Amendment, Tenant shall pay to Landlord the sum of Seven Thousand Five Hundred and No/100 Dollars (\$7,500.00) upon final execution of this Amendment by Tenant, Tenant shall also pay to Landlord upon final execution of this Amendment an additional One Thousand and No/100 Dollars (\$1,000.00) as consideration for maintenance of the Premises by Landlord.

3. MISCELLANEOUS.

(a) Full Force and Effect. All of the terms, provisions, covenants and agreements contained in the Agreement are hereby incorporated herein by reference in the same manner and to the same extent as if all such terms, provisions, covenants and agreements were fully set forth herein. Landlord and Tenant ratify, confirm and adopt the Agreement as of the date hereof and acknowledge that there are no defaults under the Agreement or events or circumstances which, with the giving of notice or passage of time or both, would ripen into events of default. Except as otherwise expressly amended herein, all the terms and conditions of the Agreement shall remain and continue in full force and effect. In case of any inconsistency between the Agreement or the MOL and this Amendment, the terms and conditions of this Amendment shall govern and control.

(b) Binding Effect. This Amendment shall be binding upon the heirs, legal representatives, successors and assigns of the parties. The parties shall execute and deliver such further and additional instruments, agreements and other documents as may be necessary to evidence or carry out the provisions of this Amendment.

(c) IRS Form W-9. Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Amendment and at such other times as may be reasonably requested by Tenant. In the event the Premises is transferred, the succeeding Landlord shall have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in rent to the new Landlord. Landlord's failure to provide the IRS Form W-9 within thirty (30) days after Tenant's request shall be considered a default and Tenant may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

(d) Representations and Warranties. Landlord represents and warrants that:

(i) Landlord is duly authorized to and has the full power and authority to enter into this Amendment and to perform all of Landlord's obligations under the Agreement as amended hereby.

(ii) Except as expressly identified in this Amendment, Landlord owns the Premises free and clear of any mortgage, deed of trust, or other lien secured by any legal or beneficial interest in the Premises, or any right of any individual, entity or governmental authority arising under an option, right of first refusal, lease, license, easement or other instrument other than any rights of Tenant arising under the Agreement as amended hereby and the rights of utility providers under recorded easements.

(iii) Upon Tenant's request, Landlord shall discharge and cause to be released (or, if approved by Tenant, subordinated to Tenant's rights under the Agreement as amended hereby) any mortgage, deed of trust, lien or other encumbrance that may now or hereafter exist against the Premises.

(iv) Upon Tenant's request, Landlord shall cure any defect in Landlord's title to the Premises which in the reasonable opinion of Tenant has or may have an adverse effect on Tenant's use or possession of the Premises.

(v) Tenant is not currently in default under the Agreement, and to Landlord's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Tenant under the Agreement.

(vi) Landlord agrees to execute and deliver such further documents and provide such further assurances as may be requested by Tenant to effect any release or cure referred to in this paragraph, carry out and evidence the full intent and purpose of the parties under the Agreement as amended hereby, and ensure Tenant's continuous and uninterrupted use, possession and quiet enjoyment of the Premises under the Agreement as amended hereby.

(e) Entire Agreement. This Amendment supersedes all agreements previously made between the parties relating to its subject matter.

(f) Counterparts. This Amendment may be executed in two (2) or more counterparts and by facsimile, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

EXHIBIT "A"

All that tract or parcel of land lying in the Twelfth Civil District of Sullivan County, Tennessee, which is more particularly described as follows:

To find the POINT OF BEGINNING commence at the centerline intersection of Bays Mountain Ridge Road and River Mountain Road; Thence S 04°57'59" W, 28.86 feet to a point, said point being the TRUE POINT OF BEGINNING. From the TRUE POINT OF BEGINNING as thus established, S 34°35'03" W, 72.60 feet to a point; Thence N 55°24'57" W, 71.63 feet to a point; Thence N 34°12'08" E, 66.50 feet to a point; Thence N 85°14'33" E, 9.62 feet to a point; Thence S 55°24'57" E, 64.63 feet to a point, said point being the TRUE POINT OF BEGINNING.

Note: Tenant may, at Tenant's option, revise this Exhibit A to accurately reflect the legal description of the Premises as may be determined by a survey, and/or an "as-built" construction drawing of the Premises.

[Acknowledgements deleted for inclusion in this resolution]

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

SECTION IV. That the Agreement and Memorandum of First Amendment to Lease Agreement with Pinnacle Towers, LLC, renewing the lease up to August 1, 2030, is approved.

SECTION V. 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 and Memorandum of First Amendment to Lease Agreement with Pinnacle Towers, LLC, renewing the lease up to August 1, 2030, and all other documents necessary and proper to effectuate the purpose of the agreement or this resolution, said amendment being generally as follows:

AGREEMENT AND MEMORANDUM OF FIRST AMENDMENT TO LEASE AGREEMENT

THIS AGREEMENT AND MEMORANDUM OF FIRST AMENDMENT TO LEASE AGREEMENT ("Memorandum") is made and entered into effective as of the ____ day of _____, 2014, by and between **CITY OF KINGSPORT**, a Tennessee municipal corporation (having a mailing address of 225 West Center Street, Kingsport, Tennessee 37660) ("**Landlord**"), and **PINNACLE TOWERS LLC**, a Delaware limited liability company, formerly known as Pinnacle

Towers Inc. prior to a State of Delaware conversion dated April 7, 2004 (having a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317) ("**Tenant**").

WITNESSETH:

WHEREAS, Landlord and Tenant entered into a Lease Agreement dated August 2, 2000 (the "**Agreement**"), a memorandum of which was filed for record in Book 1634C, Page 423 in the Register's Office of Sullivan County, Tennessee (the "**MOL**"), covering certain real property, together with an easement for ingress, egress and utilities thereto, described in **Exhibit "A"** attached hereto (the "**Premises**");

WHEREAS, the Agreement has an original term (including all extension terms) that will terminate on August 1, 2020 (the "**Original Term**"); and

WHEREAS, effective as of the date of this Memorandum, Landlord and Tenant have amended the Agreement and desire to acknowledge, confirm and make record of the above-referenced amendment.

NOW, THEREFORE, Landlord and Tenant hereby acknowledge and agree that the following accurately represents the Agreement, as amended by that First Amendment to Lease Agreement dated as of the date hereof:

**MEMORANDUM OF FIRST AMENDMENT TO
LEASE AGREEMENT**

Landlord: City of Kingsport, a Tennessee municipal corporation, with a mailing address of 225 West Center Street, Kingsport, Tennessee 37660.

Tenant: Pinnacle Towers LLC, a Delaware limited liability company, with a mailing address of 2000 Corporate Drive, Canonsburg, PA 15317.

Property: The real property leased by Landlord to Tenant, together with easements for ingress, egress and utilities thereto, is described in Exhibit "A" attached to this Memorandum and incorporated herein by this reference.

Initial Lease Term: For a term of ten (10) years, beginning August 2, 2000.

Expiration Date: The first (1st) extension having been exercised, if not otherwise extended or renewed, the Agreement shall expire on August 1, 2015.

Right to Extend or Renew: Tenant has the right to extend/renew the Agreement as follows: four (4) options to extend the Agreement for periods of five (5) years each on the terms and conditions set forth in the Agreement. If Tenant exercises all extensions/renewals, the final expiration of the Agreement will occur on August 1, 2030.

Option to Purchase: No.

Right of First Refusal: Yes.

All of the terms, provisions, covenants and agreements contained in the Agreement are hereby incorporated herein by reference in the same manner and to the same extent as if all such terms, provisions, covenants and agreements were fully set forth herein. Landlord and Tenant ratify, confirm and adopt the Agreement as of the date hereof and acknowledge that there are no defaults under the Agreement or events or circumstances which, with the giving of notice or passage of time or both, would ripen into events of default. Except as otherwise expressly amended herein, all the terms and conditions of the Agreement shall remain and continue in full force and effect. This Agreement and Memorandum of First Amendment to Lease Agreement will be recorded in the applicable land records and is intended to provide notice to third parties of the Agreement and any and all amendments thereto. The Agreement and any and all amendments thereto contain terms and conditions in addition to those set forth in this Memorandum. This Memorandum is not intended to amend or modify the terms and conditions of the Agreement or of any amendments thereto. To the extent that the terms and conditions of this Memorandum differ from the terms and conditions of the Agreement and/or any amendments thereto, the terms and conditions of the Agreement and/or any amendments thereto shall govern and prevail. Capitalized terms not otherwise defined herein shall have the meaning defined in the Agreement and/or any amendments thereto. This Memorandum may be executed in two (2) or more counterparts and by facsimile, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

[Acknowledgements deleted for inclusion in this resolution]

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

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

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

ADOPTED this the 5th day of August, 2014.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Mayor Sign All Documents Necessary and Proper to Enter Into an Agreement with Criterion Pictures

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

Action Form No.: AF-215-2014
Work Session: August 4, 2014
First Reading: N/A

Final Adoption: August 5, 2014
Staff Work By: Angela Yingling
Presentation By: Angela Yingling

Recommendation:

Approve the resolution.

Executive Summary:

The Kingsport Aquatic Center (KAC) is hosting its first-ever Back-to-School movie night at the Outdoor Water Park. The movie selected for the evening is *Mr. Peabody and Sherman*. This film will not be released on DVD until later in 2014. In order to get permission to show this film the licensing company, Criterion Pictures, requires the City of Kingsport to sign a pre-home release content protection agreement. This agreement states the DVD will not be copied and will be safeguarded while in the possession of the staff at the KAC. See attached resolution for more details regarding this agreement.

Attachments:

- 1. Resolution

Funding source appropriate and funds are available: _____

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT WITH
CRITERION PICTURES USA AND AUTHORIZING THE MAYOR
TO EXECUTE THE AGREEMENT AND ALL OTHER
DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE
THE PURPOSE OF THE AGREEMENT

WHEREAS, the Kingsport Aquatics Center (KAC) is hosting a back to school movie night at the outdoor water park; and

WHEREAS, the movie selected is *Mr. Peabody and Sherman*, and an agreement with a licensing company to show the movie is required; and

WHEREAS, the movie will not be released on DVD until later in 2014, so a Pre-Home Video Release Content Protection Agreement with Criterion Pictures USA for the period of August 1, 2014 through July 31, 2015 is needed, which sets out the security measures required to be taken; and

WHEREAS, the cost of the showing of the movie is \$490.00 and funding is available in the KAC Budget;

Now therefore,

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

SECTION I. That a Pre-Home Video Release Content Protection Agreement with Criterion Pictures USA 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 Pre-Home Video Release Content Protection Agreement with Criterion Pictures USA 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:

Angela Yingling
The City of Kingsport for the Kingsport Aquatic Center
1820 Meadowview Parkway
Kingsport TN 37660

Pre-Home Video Release Content Protection Agreement

Dear Angela,

We are extremely pleased to offer you the opportunity to exhibit feature films prior to the Home Video release date on high quality DVD (such "Early Window" DVDs are hereinafter referred to as "EW-DVD") subject to your acceptance and confirmation of the additional required security measures, which are outlined below. This Agreement will cover all EW-DVDs provided to The City of Kingsport for the Kingsport Aquatic Center for the period of August 1, 2014 through July 31, 2015.

Given the extraordinary value of feature films before the Home Video release date and the heightened risk of piracy, it is imperative that these additional security measures be followed without exception and we are relying on you and The City of Kingsport for the Kingsport Aquatic

Center (to comply and safeguard the EW-DVDs while in your possession at all times as an ongoing condition of receiving such EW-DVDs.

Required Content Protection Measures

1. EW-DVDs are to be utilized solely and exclusively for the non-theatrical exhibition(s) licensed by Criterion.

2. The City of Kingsport for the Kingsport Aquatic Center agrees to be fully responsible for the safe keeping of EW-DVDs from the time of your receipt until returned to Criterion.

3. When stored, all EW-DVDs shall be held only in a secure, controlled-access room controlled by The City of Kingsport for the Kingsport Aquatic Center (such room, a "Secure Room"). EW-DVDs are never to be left unattended or loaned to any third party at any time.

4. Only employees or other authorized representatives of The City of Kingsport for the Kingsport Aquatic Center that need access to the Secure Room for authorized purposes shall have access to the Secure Room.

5. Upon reasonable notice (no less than 30 days prior written notice) and no more than once per calendar year, Criterion (or its authorized representatives) shall have the right to visit, inspect and review the facilities and security systems and procedures of The City of Kingsport for the Kingsport Aquatic Center. Such inspection shall be conducted during normal business hours and in a manner designed to not unreasonably interfere with the ordinary operations of The City of Kingsport for the Kingsport Aquatic Center.

6. The City of Kingsport for the Kingsport Aquatic Center shall not circumvent or remove, alter, deactivate or degrade any of the content protections in any EW-DVD, including any forensic, playback or copy control watermark or information embedded by Criterion.

7. Immediately following completion of the Non-Theatrical Exhibition of an EW-DVD, the EW-DVD used must be returned to Criterion the next business day in a plain, tamper-evident package (i.e., unauthorized opening can be easily detected) with no reference to the Licensed Picture's title on the packaging and using Fed Ex or a comparable registered courier delivery service.

8. Any EW-DVDs provided to The City of Kingsport for the Kingsport Aquatic Center that are lost or stolen must be reported immediately to Criterion at: contentsecurity@critterionpic.com.

9. Except for the Non-Theatrical Exhibition Rights expressly granted by Criterion, The City of Kingsport for the Kingsport Aquatic Center shall not exhibit or otherwise distribute, transfer, share or copy any Licensed Picture stored on an EW-DVD supplied by Criterion.

For the avoidance of doubt, this restriction includes a prohibition on:

- a. Forwarding, exhibiting or showing any Licensed Pictures stored on EW-DVD to any third party;
- b. uploading any Licensed Picture stored on EW-DVD to the internet; or
- c. ingesting the contents of any EW-DVD into any IT system, or use of any EW-DVD for any purpose other than to fulfill Non-Theatrical Exhibition(s) specifically licensed to The City of Kingsport for the Kingsport Aquatic Center by Criterion.

All EW-DVDs provided to you will be uniquely encrypted and forensically watermarked to The City of Kingsport for the Kingsport Aquatic Center. Any illegal or unauthorized use of the EW-DVDs will be fully traceable to The City of Kingsport for the Kingsport Aquatic Center and will be reported to the affected film studio as well as the Motion Picture Association of America (MPAA). Any such violation may result in immediate termination of any further licensing of non-theatrical exhibitions to The City of Kingsport for the Kingsport Aquatic Center and could result in severe criminal penalties. Criminal copyright infringement, including infringement without monetary gain, is punishable by up to 5 years in federal prison and a fine of \$250,000.

Please sign below confirming your understanding and agreement to the additional security measures outlined above for EW-DVD.

[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 5th day of August, 2014.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

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

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Consideration of a Resolution to Accept Deeds and Deeds of Easement for Various City Projects

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

Action Form No.: AF-218-2014
Work Session: August 4, 2014
First Reading: N/A
Final Adoption: August 5, 2014
Staff Work By: R. Trent
Presentation By: M. Billingsley

Recommendation:
Approve the resolution.

Executive Summary:
An annual listing of the deeds and deeds of easements required for various city projects located in the 7th, 10th, 11th, 12th, 13th and 14th Civil Districts of Sullivan County, Tennessee is included in this Resolution which provides for the formal acceptance of the property and property rights conveyed. The attached supplemental information provides the various projects, deeds and deeds of easement obtained for the fiscal year 2013 - 2014.

- Attachments:
1. 2014 Acceptance Resolution
2. Supplemental Information

Funding source appropriate and funds are available: _____

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

RESOLUTION NO. _____

A RESOLUTION TO ACCEPT DEEDS, DEEDS OF EASEMENT, AND OTHER MUNIMENT OF TITLE FROM THE VARIOUS PROPERTY OWNERS AND OTHERS HAVING AN INTEREST IN PROPERTY AS HEREINAFTER SET OUT, CONVEYING TO THE CITY OF KINGSPORT, A MUNICIPAL CORPORATION OF THE STATE OF TENNESSEE, TITLE TO THE PROPERTY DESCRIBED IN SUCH DEEDS, DEEDS OF EASEMENT, AND OTHER MUNIMENT OF TITLE, LOCATED IN THE 7TH, 10TH, 11TH, 12TH, 13TH AND 14TH CIVIL DISTRICTS OF SULLIVAN COUNTY, TENNESSEE.

WHEREAS, the City of Kingsport, a municipal corporation of the State of Tennessee, accepts Deeds and Deeds of Easement from the various property owners conveying to the City of Kingsport title to the property.

WHEREAS, the City of Kingsport desires to accept from various property owners Deeds and Deeds of Easements located in the 7th, 10th, 11th, 12th, 13th and 14th Civil Districts of Sullivan County, Tennessee and described in Exhibit "A", the descriptions of such property being more specifically set out in said instruments hereinafter referred to, and which have been made a part of this Resolution by reference, as fully as though copied verbatim herein.

Now therefore,

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

SECTION I. That the Board of Mayor and Aldermen accept the Deeds and Deeds of Easement from the various property owners which convey to the City of Kingsport titles to the property located in the 7th, 10th, 11th, 12th, 13th and 14th Civil Districts of Sullivan County, Tennessee and described in Exhibit "A", the descriptions of such property being more specifically set out in said instruments hereinafter referred to, and which have been made a part of this Resolution by reference, as fully as though copied verbatim herein.

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

ADOPTED this the 5th day of August, 2014.

ATTEST:

DENNIS R. PHILLIPS
Mayor

JAMES H. DEMMING
City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY
City Attorney

Exhibit "A"

Deed of Temporary Easement across the Regina F. Ward property dated July 15, 2013 from Regina F. Ward to the City of Kingsport, Tennessee, for the amount of \$480.00.

Deed of Easement across the Mark B. Duval and wife, Kathy B. Duval property dated July 1, 2013 from Mark B. Duval and wife, Kathy B. Duval to the City of Kingsport, Tennessee, for the amount of \$2,010.00 and recorded July 17, 2013 in Deed Book 3086 at page 1919 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Randall J. Duncan and wife, Angela J. Duncan property dated July 2, 2013 from Randall J. Duncan and wife, Angela J. Duncan to the City of Kingsport, Tennessee, for the amount of \$2,000.00 and recorded July 17, 2013 in Deed Book 3086 at page 1922 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Temporary Easement across the James E. Brown and wife, Cleve E. Brown property dated April 17, 2013 from James E. Brown and wife, Cleve E. Brown to the City of Kingsport, Tennessee, for the amount of \$180.00.

Deed of Temporary Easement across the James Doyle Light and wife, Mary E. Light property dated August 19, 2013 from James Doyle Light and wife, Mary E. Light to the City of Kingsport, Tennessee, for the amount of \$101.00.

Deed of Temporary Easement across the Emma J. Bowman property dated August 30, 2013 from Emma J. Bowman to the City of Kingsport, Tennessee, for the amount of \$400.00.

Warranty Deed for a portion of the William R. Ford and wife, Eleanor S. Ford property dated August 22, 2013 from William R. Ford and wife, Eleanor S. Ford to the City of Kingsport, Tennessee, for the amount of \$4,720.00 and recorded September 25, 2013 in Deed Book 3095 at page 1841 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the James Owen Poole and wife, Elizabeth L. Verhalen property dated September 11, 2013 from James Owen Poole and wife, Elizabeth L. Verhalen to the City of Kingsport, Tennessee, for the amount of \$2,090.00 and recorded September 25, 2013 in Deed Book 3095 at page 1784 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Mary E. Scott property dated September 11, 2013 from Mary E. Scott to the City of Kingsport, Tennessee, for the amount of \$1,750.00 and recorded September 25, 2013 in Deed Book 3095 at page 1787 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Mary E. Scott property dated September 11, 2013 from Mary E. Scott to the City of Kingsport, Tennessee, for the amount of \$100.00 and recorded September 25, 2013 in Deed Book 3095 at page 1790 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Ashley Poole and Nora Gibson property dated September 5, 2013 from Ashley Poole and Nora Gibson to the City of Kingsport, Tennessee, for the amount of \$1,950.00 and recorded September 25, 2013 in Deed Book 3095 at page 1793 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Brian J. Lewis and wife, Katherine A. Lewis property dated September 4, 2013 from Brian J. Lewis and wife, Katherine A. Lewis to the City of Kingsport, Tennessee, for the amount of \$1,950.00 and recorded September 25, 2013 in Deed Book 3095 at page 1796 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Emma J. Bowman property dated August 30, 2013 from Emma J. Bowman to the City of Kingsport, Tennessee, for the amount of \$1,560.00 and recorded September 25, 2013 in Deed Book 3095 at page 1799 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Tammy McKamey property dated August 30, 2013 from Tammy McKamey to the City of Kingsport, Tennessee, for the amount of \$2,000.00 and recorded September 25, 2013 in Deed Book 3095 at page 1802 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Edward D. Estep and wife, Sherry W. Estep property dated August 29, 2013 from Edward D. Estep and wife, Sherry W. Estep to the City of Kingsport, Tennessee, for the amount of \$2,600.00 and recorded September 25, 2013 in Deed Book 3095 at page 1805 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Edward D. Estep and wife, Sherry W. Estep property dated August 29, 2013 from Edward D. Estep and wife, Sherry W. Estep to the City of Kingsport, Tennessee, for the amount of \$2,380.00 and recorded September 25, 2013 in Deed Book 3095 at page 1808 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Dallas C. Rinehart and wife, Holly N. Rinehart property dated August 20, 2013 from Dallas C. Rinehart and wife, Holly N. Rinehart to the City of Kingsport, Tennessee, for the amount of \$3,060.00 and recorded September 25, 2013 in Deed Book 3095 at page 1811 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Mark A. Hagy and wife, Tammi R. Hagy property dated August 16, 2013 from Mark A. Hagy and wife, Tammy R. Hagy to the City of Kingsport, Tennessee, for the amount of \$4,040.00 and recorded September 25, 2013 in Deed Book 3095 at page 1814 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Paul Dale Cheek property dated August 12, 2013 from Paul Dale Cheek to the City of Kingsport, Tennessee, for the amount of \$3,030.00 and recorded September 25, 2013 in Deed Book 3095 at page 1817 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Stephen R. Hurley, II and wife, Jaime N. Hurley property dated May 13, 2013 from Stephen R. Hurley, II and wife, Jaime N. Hurley to the City of Kingsport, Tennessee, for the amount of \$1,580.00 and recorded September 25, 2013 in Deed Book 3095 at page 1820 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Arlene H. Page property dated July 26, 2013 from Arlene H. Page to the City of Kingsport, Tennessee, for the amount of \$1,950.00 and recorded September 25, 2013 in Deed Book 3095 at page 1823 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Jeffrey B. Ward and wife, Mary Beth Ward property dated June 25, 2013 from Jeffrey B. Ward and wife, Mary Beth Ward to the City of Kingsport, Tennessee, for the amount of \$800.00 and recorded September 25, 2013 in Deed Book 3095 at page 1826 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Wayne Michelli and wife, Angela Michelli property dated July 15, 2013 from Wayne Michelli and wife, Angela Michelli to the City of Kingsport, Tennessee, for the amount of \$2,250.00 and recorded September 25, 2013 in Deed Book 3095 at page 1829 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Wayne Michelli and wife, Angela Michelli property dated July 15, 2013 from Wayne Michelli and wife, Angela Michelli to the City of Kingsport, Tennessee, for the amount of \$150.00 and recorded September 25, 2013 in Deed Book 3095 at page 1832 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Wayne Michelli and wife, Angela Michelli property dated July 15, 2013 from Wayne Michelli and wife, Angela Michelli to the City of Kingsport, Tennessee, for the amount of \$850.00 and recorded September 25, 2013 in Deed Book 3095 at page 1835 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the David S. Light and wife, Janet D. Light property dated July 23, 2013 from David S. Light and wife, Janet D. Light to the City of Kingsport, Tennessee, for the amount of \$1.00 and recorded September 25, 2013 in Deed Book 3095 at page 1838 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Temporary Easement across the Steven D. Cockrell property dated October 17, 2013 from Steven D. Cockrell to the City of Kingsport, Tennessee, for the amount of \$399.00.

Deed of Temporary Easement across the Kenny Glass property dated November 1, 2013 from Kenny Glass to the City of Kingsport, Tennessee, for the amount of \$3,700.00.

Deed of Temporary Easement across the Katherine O'Neal property dated November 19, 2013 from Katherine O'Neal to the City of Kingsport, Tennessee, for the amount of \$90.00.

Deed of Temporary Easement across the Jimmy H. Marcum and wife, Linda G. Marcum property dated November 22, 2013 from Jimmy H. Marcum and wife, Linda G. Marcum to the City of Kingsport, Tennessee, for the amount of \$290.00.

Deed of Temporary Easement across the Paula S. Cahill property dated November 25, 2013 from Paula S. Cahill to the City of Kingsport, Tennessee, for the amount of \$340.00.

Warranty Deed for a portion of the Janice R. McMurray property dated November 8, 2013 from Janice R. McMurray to the City of Kingsport, Tennessee, for the amount of \$7,100.00 and recorded November 20, 2013 in Deed Book 3102 at page 217 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Dick Daniels, Sam Daniels and Tommy Daniels property dated October 25, 2013 from Dick Daniels, Sam Daniels and Tommy Daniels to the City of Kingsport, Tennessee, for the amount of \$1.00 and recorded November 20, 2013 in Deed Book 3102 at page 246 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Howard K. Osborne and Pamela N. Moody property dated November 12, 2013 from Howard K. Osborne and Pamela N. Moody to the City of Kingsport, Tennessee, for the amount of \$1,471.00 and recorded November 20, 2013 in Deed Book 3102 at page 214 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Harold Edward Newton and wife, Donna Kim Newton property dated November 8, 2013 from Harold Edward Newton and wife, Donna Kim Newton to the City of Kingsport, Tennessee, for the amount of \$1,795.00 and recorded November 20, 2013 in Deed Book 3102 at page 222 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Harold Edward Newton and wife, Donna Kim Newton property dated November 8, 2013 from Harold Edward Newton and wife, Donna Kim Newton to the City of Kingsport, Tennessee, for the amount of \$3,140.00 and recorded November 20, 2013 in Deed Book 3102 at page 225 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Wayne A. Elkins property dated November 6, 2013 from Wayne A. Elkins to the City of Kingsport, Tennessee, for the amount of \$80.00 and recorded November 20, 2013 in Deed Book 3102 at page 228 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Gary Lane property dated October 4, 2013 from Gary Lane to the City of Kingsport, Tennessee, for the amount of \$3,360.00 and recorded November 20, 2013 in Deed Book 3102 at page 231 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the David L. Martin and wife, Lois P. Martin property dated October 7, 2013 from David L. Martin and wife, Lois P. Martin to the City of Kingsport, Tennessee, for the amount of \$3,000.00 and recorded November 20, 2013 in Deed Book 3102 at page 234 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Robert J. Lorenz and wife, Rachelle A. Burkert property dated September 16, 2013 from Robert J. Lorenz and wife, Rachelle A. Burkert to the City of Kingsport, Tennessee, for the amount of \$2,430.00 and recorded November 20, 2013 in Deed Book 3102 at page 237 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Robert J. Lorenz and wife, Rachelle A. Burkert property dated September 16, 2013 from Robert J. Lorenz and wife, Rachelle A. Burkert to the City of Kingsport, Tennessee, for the amount of \$2,260.00 and recorded November 20, 2013 in Deed Book 3102 at page 240 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Gaines F. Ferguson, Jr. and wife, Zetta A. Souder Ferguson property dated September 12, 2013 from Gaines F. Ferguson, Jr. and wife, Zetta A. Souder Ferguson to the City of Kingsport, Tennessee, for the amount of \$3,970.00 and recorded November 20, 2013 in Deed Book 3102 at page 243 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Mark Worley and wife, Linda Worley property dated October 4, 2013 from Mark Worley and wife, Linda Worley to the City of Kingsport, Tennessee, for the amount of \$1,120.00 and recorded November 20, 2013 in Deed Book 3102 at page 249 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Temporary Easement across the James P. Maupin, III and wife, Tammy P. Maupin property dated December 2, 2013 from James P. Maupin, III and wife, Tammy P. Maupin to the City of Kingsport, Tennessee, for the amount of \$441.00.

Warranty Deed for the Robert S. Light and Shirley V. Light property dated September 13, 2013 from Robert S. Light and Shirley V. Light to the City of Kingsport, Tennessee, for the amount of \$65,000.00 and recorded September 16, 2013 in Deed Book 3094 at page 1410 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Temporary Easement across the George P. Gibson and wife, Sarah P. Gibson property dated December 18, 2013 from George P. Gibson and wife, Sarah P. Gibson to the City of Kingsport, Tennessee, for the amount of \$1,451.00.

Deed of Temporary Easement across the Keith A. Williamson and wife, Davis A. Williamson property dated December 19, 2013 from Keith A. Williamson and wife, Davis A. Williamson to the City of Kingsport, Tennessee, for the amount of \$561.00.

Warranty Deed for a portion of the Glenna Gene Lisenby property dated November 22, 2013 from Glenna Gene Lisenby to the City of Kingsport, Tennessee, for the amount of \$790.00 and recorded February 5, 2014 in Deed Book 3109 at page 1982 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Travis A. Perry and wife, Laura D. Perry property dated January 14, 2014 from Travis A. Perry and wife, Laura D. Perry to the City of Kingsport, Tennessee, for the amount of \$1,242.00 and recorded February 5, 2014 in Deed Book 3109 at page 1937 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Jackie C. Rhoten property dated January 6, 2014 from Jackie C. Rhoten to the City of Kingsport, Tennessee, for the amount of \$320.00 and recorded February 5, 2014 in Deed Book 3109 at page 1940 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Mary Jo Robbins property dated December 19, 2013 from Mary Jo Robbins to the City of Kingsport, Tennessee, for the amount of \$1,050.00 and recorded February 5, 2014 in Deed Book 3109 at page 1943 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Michael K. Davis and wife, Amy C. Davis property dated December 19, 2013 from Michael K. Davis and wife, Amy C. Davis to the City of Kingsport, Tennessee, for the amount of \$930.00 and recorded February 5, 2014 in Deed Book 3109 at page 1946 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Denise B. Johnson property dated December 13, 2013 from Denise B. Johnson to the City of Kingsport, Tennessee, for the amount of \$1,025.00 and recorded February 5, 2014 in Deed Book 3109 at page 1949 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Betty C. Elam property dated December 1, 2013 from Betty C. Elam to the City of Kingsport, Tennessee, for the amount of \$462.00 and recorded February 5, 2014 in Deed Book 3109 at page 1952 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Stephan G. Lauhoff property dated December 10, 2013 from Stephan G. Lauhoff to the City of Kingsport, Tennessee, for the amount of \$124.00 and recorded February 5, 2014 in Deed Book 3109 at page 1955 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Jackie B. Worthington property dated December 10, 2013 from Jackie B. Worthington to the City of Kingsport, Tennessee, for the amount of \$1,425.00 and recorded February 5, 2014 in Deed Book 3109 at page 1958 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the William Jon Maxwell and wife, Carol J. Maxwell property dated December 2, 2013 from William Jon Maxwell and wife, Carol J. Maxwell to the City of Kingsport, Tennessee, for the amount of \$1,000.00 and recorded February 5, 2014 in Deed Book 3109 at page 1961 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Ida M. Jenkins property dated November 25, 2013 from Ida M. Jenkins to the City of Kingsport, Tennessee, for the amount of \$1,500.00 and recorded February 5, 2014 in Deed Book 3109 at page 1964 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Lind P. Willett property dated November 19, 2013 from Lind P. Willett to the City of Kingsport, Tennessee, for the amount of \$900.00 and recorded February 5, 2014 in Deed Book 3109 at page 1967 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Christopher L. Smith property dated November 19, 2013 from Christopher L. Smith to the City of Kingsport, Tennessee, for the amount of \$1,011.00 and recorded February 5, 2014 in Deed Book 3109 at page 1970 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Ronnie G. Hammonds property dated January 15, 2014 from Ronnie G. Hammonds to the City of Kingsport, Tennessee, for the amount of \$1,650.00 and recorded February 5, 2014 in Deed Book 3109 at page 1973 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the James E. Ellis and wife, Janie F. Ellis property dated December 20, 2013 from James E. Ellis and wife, Janie F. Ellis to the City of Kingsport, Tennessee, for the amount of \$5,270.00 and recorded February 5, 2014 in Deed Book 3109 at page 1976 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Clifford Lee Fields property dated December 3, 2013 from Clifford Lee Fields to the City of Kingsport, Tennessee, for the amount of \$543.00 and recorded February 5, 2014 in Deed Book 3109 at page 1987 in the Register's Office for Sullivan County at Blountville, Tennessee.

Agreed Order of Possession across the Gary Dean Lane property dated December 12, 2013 for the amount of \$4,100.00 and recorded February 5, 2014 in Deed Book 3109 at page 1979 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Temporary Easement across the Jason Arliss Carey property dated April 30, 2014 from Jason Arliss Carey to the City of Kingsport, Tennessee, for the amount of \$411.00.

Deed of Temporary Easement across the Peter Webb Raynolds and wife, Kathryn Cantley Raynolds property dated May 2, 2014 from Peter Webb Raynolds and wife, Kathryn Cantley Raynolds to the City of Kingsport, Tennessee, for the amount of \$450.00.

Deed of Temporary Easement across the Eugene Altizer property dated May 13, 2014 from Eugene Altizer to the City of Kingsport, Tennessee, for the amount of \$1,400.00.

Deed of Temporary Easement across the Peter Webb Raynolds and wife, Kathryn Cantley Raynolds property dated April 24, 2014 from Peter Webb Raynolds and wife, Kathryn Cantley Raynolds to the City of Kingsport, Tennessee, for the amount of \$450.00.

Deed of Easement across the Margie L. Shepherd property dated April 28, 2014 from Margie L. Shepherd to the City of Kingsport, Tennessee, for the amount of \$2,100.00 and recorded June 11, 2014 in Deed Book 3122 at page 1929 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Lynn S. James property dated March 26, 2014 from Lynn S. James to the City of Kingsport, Tennessee, for the amount of \$220.00 and recorded June 11, 2014 in Deed Book 3122 at page 1926 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the HT Properties, LLC property dated March 28, 2014 from HT Properties, LLC to the City of Kingsport, Tennessee, for the amount of \$2,630.00 and recorded June 11, 2014 in Deed Book 3122 at page 1923 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Larry L. Blinn and wife, Melanie Blinn property dated April 7, 2014 from Larry L. Blinn and wife, Melanie Blinn to the City of Kingsport, Tennessee, for the amount of \$1,322.00 and recorded June 11, 2014 in Deed Book 3122 at page 1920 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Larry L. Blinn and wife, Melanie Blinn property dated April 7, 2014 from Larry L. Blinn and wife, Melanie Blinn to the City of Kingsport, Tennessee, for the amount of \$940.00 and recorded June 11, 2014 in Deed Book 3122 at page 1917 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Lauren P. Moegenburg and wife, April Robin Moegenburg property dated April 7, 2014 from Lauren P. Moegenburg and wife, April Robin Moegenburg to the City of Kingsport, Tennessee, for the amount of \$290.00 and recorded June 11, 2014 in Deed Book 3122 at page 1914 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Terry L. Moore and wife, Sonya L. Moore property dated April 10, 2014 from Terry L. Moore and wife, Sonya L. Moore to the City of Kingsport, Tennessee, for the amount of \$1,900.00 and recorded June 11, 2014 in Deed Book 3122 at page 1911 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Ricky Lee Rice and wife, May J. Rice property dated April 12, 2014 from Ricky Lee Rice and wife, May J. Rice to the City of Kingsport, Tennessee, for the amount of \$1,130.00 and recorded June 11, 2014 in Deed Book 3122 at page 1908 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Jerry S. Johnson and wife, Janet N. Johnson property dated May 1, 2014 from Jerry S. Johnson and wife, Janet N. Johnson to the City of Kingsport, Tennessee, for the amount of \$1,420.00 and recorded June 11, 2014 in Deed Book 3122 at page 1932 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Peter J. Chapman and wife, Joy B. Chapman property dated May 2, 2014 from Peter J. Chapman and wife, Joy B. Chapman to the City of Kingsport, Tennessee, for the amount of \$1,692.00 and recorded June 11, 2014 in Deed Book 3122 at page 1935 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Matthew R. Bryant property dated May 9, 2014 from Matthew R. Bryant to the City of Kingsport, Tennessee, for the amount of \$610.00 and recorded June 11, 2014 in Deed Book 3122 at page 1944 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Sullivan County, Tennessee property dated May 22, 2014 from Sullivan County, Tennessee to the City of Kingsport, Tennessee, for the amount of \$1,943.00 and recorded June 11, 2014 in Deed Book 3122 at page 1947 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Leonard D. Dixon and wife, Shirley J. Dixon property dated May 30, 2014 from Leonard D. Dixon and wife, Shirley J. Dixon to the City of Kingsport, Tennessee, for the amount of \$3,214.00 and recorded June 11, 2014 in Deed Book 3150 at page 1917 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Janice R. McMurray property dated March 31, 2014 from Janice R. McMurray to the City of Kingsport, Tennessee, for the amount of \$400.00 and recorded June 11, 2014 in Deed Book 3122 at page 1953 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Ronda Perry property dated February 20, 2014 from Ronda Perry to the City of Kingsport, Tennessee, for the amount of \$1,400.00 and recorded June 11, 2014 in Deed Book 3122 at page 1956 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Timothy Siglin property dated March 7, 2014 from Timothy Siglin to the City of Kingsport, Tennessee, for the amount of \$1,434.00 and recorded June 11, 2014 in Deed Book 3122 at page 1959 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Joseph Paul Reynolds property dated March 4, 2014 from Joseph Paul Reynolds to the City of Kingsport, Tennessee, for the amount of \$203.00 and recorded June 11, 2014 in Deed Book 3122 at page 1962 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the James P. Root and wife, Lisa K. Root property dated January 15, 2014 from James P. Root and wife, Lisa K. Root to the City of Kingsport, Tennessee, for the amount of \$443.00 and recorded June 11, 2014 in Deed Book 3122 at page 1965 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Mary E. Scott property dated March 27, 2014 from Mary E. Scott to the City of Kingsport, Tennessee, for the amount of \$580.00 and recorded June 11, 2014 in Deed Book 3122 at page 1968 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Joe Gregory Bushong and wife, Diana Whited Bushong property dated June 26, 2014 from Joe Gregory Bushong and wife, Diana Whited Bushong to the City of Kingsport, Tennessee, for the amount of \$190.00 and recorded July 23, 2014 in Deed Book 3127 at page 1229 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the James F. Wright and wife, Karen Reed Wright property dated June 11, 2014 from James F. Wright and wife, Karen Reed Wright to the City of Kingsport, Tennessee, for the amount of \$2,160.00 and recorded July 23, 2014 in Deed Book 3127 at page 1232 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Jason S. Cade and wife, Alisa A. Cade property dated May 30, 2014 from Jason S. Cade and wife, Alisa A. Cade to the City of Kingsport, Tennessee, for the amount of \$1,500.00 and recorded July 23, 2014 in Deed Book 3127 at page 1238 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Carmon F. Patrick and wife, Nancy S. Patrick property dated May 5, 2014 from Carmon F. Patrick and wife, Nancy S. Patrick to the City of Kingsport, Tennessee, for the amount of \$560.00 and recorded July 23, 2014 in Deed Book 3127 at page 1241 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Life Estate of Jane McKamey Harris and Remainder Interest of Robert Kent Harris property dated May 10, 2014 from Life Estate of Jane McKamey Harris and Remainder Interest of Robert Kent Harris to the City of Kingsport, Tennessee, for the amount of \$513.00 and recorded July 23, 2014 in Deed Book 3127 at page 1244 in the Register's Office for Sullivan County at Blountville, Tennessee.

SUPPLEMENTAL INFORMATION

AF: 218-2014

<u>Project Name</u>	<u>Project Number</u>
Kingsport City Schools Acquisitions	141-7650-871-0707
Miscellaneous Water Line Extension Easements	411-5004-501-9001
Miscellaneous Sewer Maintenance Easements	412-5004-501-9001
Rock Springs Sewer Extension Projects	SW1008
Tiffany Court Sewer Extension Project	SW1307
Colonial Heights Sewer Extension Projects	SW1307
Cooks Valley Road Improvement Project	GP0917
Greenbelt	GP0608
Coventry Wynde Storm Water Drainage Project	ST1309
Yadkin Area Sewer Rehabilitation Project	SW1100



AGENDA ACTION FORM

Consideration of a Resolution to Adopt an Interim Annexation Policy

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

Action Form No.: AF-219-2014
 Work Session: August 4, 2014
 First Reading: N/A
 Final Adoption: August 5, 2014
 Staff Work By: Justin Steinmann
 Presentation By: Lynn Tully

Recommendation:

Approve resolution - adopt an interim annexation policy to guide immediate annexation decision-making while the direction of statewide annexation legislation is determined.

Executive Summary:

The recent passage of HB 2371/SB 2464 effectively ended annexation by ordinance. While the Tennessee Advisory Commission on Intergovernmental Relations (TACIR) prepares recommendations on annexation policy for the legislature, an interim annexation policy is needed. The principles that underlie the proposed short-term annexation policy are:

- Limit costly, single-lot residential annexations while still allowing consideration of revenue-producing non-residential and multi-lot residential development
- Limit consideration of future small-scale residential annexations to lots that can be served with minimal cost
- Require that full plans of service be provided for all future annexations

It is recommended that the interim annexation policy remain in place until a long-term annexation policy can be developed.

During their July 2014 regular meeting, the Kingsport Regional Planning Commission voted to send a favorable recommendation for the rezoning to the Board of Mayor and Aldermen. The policy was presented in draft form to the Board of Mayor and Aldermen on July 14, 2014.

Attachments:

1. Resolution
2. Staff Report

Funding source appropriate and funds are available: _____

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

RESOLUTION NO. _____

A RESOLUTION ADOPTING AN INTERIM ANNEXATION
POLICY FOR THE CITY OF KINGSPORT

WHEREAS, the recent legislation has placed a moratorium in annexation by ordinance;
and

WHEREAS, the city's ability to expand its municipal boundary in a planned and orderly
fashion has been severely curtailed; and

WHEREAS, the Tennessee Advisory Commission on Intergovernmental Relations
(TACIR) is reviewing annexation policy; with a report to be delivered February 15, 2015; and

WHEREAS, the city's current annexation policy is based on the ability to annex by
ordinance; and

WHEREAS, due to the moratorium, alternate approaches to evaluating annexations are
needed; and

WHEREAS, the Kingsport Regional Planning Commission has recommended the
adoption of an interim annexation policy to guide immediate annexation decision-making while
the direction of statewide annexation legislation is determined;

Now, therefore,

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

SECTION I. That an Interim Annexation Policy is hereby adopted, to remain in effect
until such time as a permanent annexation policy can be developed, the said Interim Annexation
Policy to be as follows:

City of Kingsport Interim Annexation Policy

For the purposes of this policy, annexation requests will be evaluated using the following
categories and criteria.

1. Small-scale residential annexations (five (5) lots or less or less than ten (10) acres)
2. Multi-lot residential annexations (six (6) lots or more, greater than ten (10) acres)
3. Non-residential annexations or annexations of vacant land
4. "Emergency" annexations

Small-Scale Residential Annexations

Residential annexation requests of five (5) lots or less or less than ten (10) acres must meet the
following criteria to be considered for annexation:

- All lots are within 250' of existing City water (fire protection [minimum 6-inch line, with flow of 500 gallons per minute at 20 PSI]) and sewer
- At least one lot is within 250' of current City limits
- All lots must be contiguous
- Less than 250' of existing street may be accepted for City maintenance
- Projected revenues over thirty-year time horizon must exceed projected costs
 - Based on probable build-out of proposed land use
 - Revenue projections based on historical rates of growth and like uses
 - Revenues adjusted for present value (PV)
- Full plan of services must be provided (This includes street maintenance and provision of water and sanitary sewer within a maximum of ten years)

Multi-Lot Residential Annexations (six (6) lots or more, greater than ten (10) acres)

Residential annexation requests of six (6) lots or more or greater than ten (10) acres must meet

the following criteria to be considered for annexation:

- At least one lot must be within 250' of current City limits
 - Must be within 1000' of existing utilities
 - Must require acceptance of less than 1000' of existing street
 - Projected revenues over thirty-year time horizon must exceed projected costs
 - Based on probable build-out of proposed land use
 - Revenue projections based on historical rates of growth and like uses
 - Revenues adjusted for present value (PV)
 - Full plan of services must be provided
 - Must further the creation of economic development opportunities for the City
- Non-Residential Annexations or Annexations of Vacant Land**
- Projected revenues over thirty-year time horizon should exceed projected costs
 - Based on probable build-out of proposed land use
 - Revenue projections based on historical rates of growth and like uses
 - Revenues adjusted for present value (PV)
 - Full plan of services must be provided
 - Must further the creation of economic development opportunities for the City
- "Emergency" Annexations**
- Annexations requested in order to address current or imminent threats to the public health, safety, and welfare (i.e. failing septic systems across multiple lots), or that represent priority economic development opportunities as determined by City leadership, may be considered on a case-by-case basis.

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 5th day of August, 2014.

DENNIS PHILLIPS, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

EXISTING USE

PROPOSED USE

PETITIONER Kingsport Regional Planning Commission

INTENT

To adopt an interim annexation policy to guide immediate annexation decision-making while the direction of statewide annexation legislation is determined.

The recent passage of HB 2371/SB 2464 has upended long-standing assumptions and practice regarding annexation for municipalities across the State of Tennessee, including Kingsport. With the removal of the right to annex by ordinance, the City's ability to expand its municipal boundary in a planned and orderly fashion has been severely curtailed. The Tennessee Advisory Commission on Intergovernmental Relations (TACIR) is currently "mak[ing] a review and evaluation of the efficacy of state policies on annexation and comprehensive growth plans, and [must]...submit its findings and recommendations to the speakers of the House and Senate by...February 15, 2015."¹

While the TACIR report will provide guidance for the General Assembly, in the interim the City faces a need to evaluate annexation requests initiated by property owners, often single-lot residential annexations that present new challenges in regard to provision of services and logical extension of the municipal boundary. The City's current annexation policy relies on the ability to annex by ordinance, so alternate approaches to evaluating annexations are needed going forward. The purpose of this memorandum is to establish a short-term annexation policy in order to provide guidance for decision-makers.

The principles that underlie the proposed short-term annexation policy are:

- Limit costly, single-lot residential annexations while still allowing consideration of revenue-producing non-residential and multi-lot residential development
- Limit consideration of future small-scale residential annexations to lots that can be served with minimal cost
- Require that full plans of service be provided for all future annexations

The City's adopted annexation policy states that the City's annexation strategy must be driven by one or more of the following:

1. The recognition and evaluation of unmet urban needs in order to provide service to unincorporated areas in a manner that is beneficial to those receiving services as well as the City at large.
2. The region as a whole is benefited.
 - a. Control fringe area development with zoning, building and fire codes, and provide construction engineering management that will prevent unsanitary or substandard development.
3. The financial impact of the proposed services to be delivered upon the existing city residents and residents of the proposed annexation area.
4. The creation of economic development opportunities.
 - a. Create a healthy economy by creating new development and redevelopment opportunities for housing, commercial, and industrial development.
5. The achievement of long-term growth strategies.
 - a. To increase the vacant developable land area.
 - b. To increase existing housing stock.
 - c. To increase total assessed property values.

¹ Tennessee General Assembly. *HB 2371 Bill Summary*. n.d. 18 June 2014. <<http://wapp.capitol.tn.gov/apps/billinfo/BillSummaryArchive.aspx?BillNumber=HB2371&ga=108>>.

The short-term annexation policy will focus on items 3 and 4 by working to reduce the fiscal impact of residential annexations that would require a significant financial commitment to serve while still allowing consideration of annexation requests that will be revenue-producing for the City. In practice, this means limiting consideration of future small-scale residential annexations to lots that:

- Are within 250' of existing City water (fire protection/6-inch line) and sewer
- Have at least one lot within 250' of current City limits
- Require less than 250' of existing street to be accepted for City maintenance
- Can be provided with a full plan of services²

Multi-lot residential development (six (6) lots or more, greater than ten (10) acres) includes a similar set of criteria for consideration. Annexation of non-residential development and vacant land will be considered on a case-by-case basis, primarily by weighing the request against item 4 by asking if the annexation furthers the creation of economic development opportunities for the City. Further criteria are included in the annexation policy itself.

The short-term annexation policy will also recommend that full plans of service be provided for all future annexations. Allowing opt-out of certain provisions of a plan of service, especially for single-lot residential annexation, has the potential to create significant confusion over time due to the necessity of tracking which annexations have opted-out of which services. The practice also creates equity and fairness issues for future residents who may assume that full City services are available or who may request future extension of services that the original property owners opted-out of at the time of annexation. In addition, given that a primary purpose of annexation is to improve the welfare of the residents of the affected area by extension of urban-level services, it would seem that proposed annexations that voluntarily or involuntarily opt-out of receiving City services may not be the best candidates for inclusion into the City, and that the City should focus on those annexations that can be fully-served.

Looking to the future, study of the City's long-term annexation options will need to be shaped by the City's long-range goals. The five principles in the current annexation policy will need to be revisited. These will be shaped by many considerations that could include fiscal impact, geography, future land use goals, sprawl vs. infill growth, schools, extension of water/sewer to non-City residents, environmental considerations; the list will be considerable. No action can be taken until changes to annexation law that may result from TACIR's report to the General Assembly are fully understood.

Staff recommends APPROVAL of an interim annexation policy to guide immediate annexation decision-making while the direction of statewide annexation legislation is determined.

² This would include street maintenance and provision of water and sanitary sewer within a maximum of ten years.

City of Kingsport Interim Annexation Policy

For the purposes of this policy, annexation requests will be evaluated using the following categories and criteria.

1. Small-scale residential annexations (five (5) lots or less or less than ten (10) acres)
2. Multi-lot residential annexations (six (6) lots or more, greater than ten (10) acres)
3. Non-residential annexations or annexations of vacant land
4. “Emergency” annexations

Small-Scale Residential Annexations

Residential annexation requests of five (5) lots or less or less than ten (10) acres must meet the following criteria to be considered for annexation:

- All lots are within 250’ of existing City water (fire protection³) and sewer
- At least one lot is within 250’ of current City limits
- All lots must be contiguous
- Less than 250’ of existing street may be accepted for City maintenance
- Projected revenues over thirty-year time horizon must exceed projected costs
 - Based on probable build-out of proposed land use
 - Revenue projections based on historical rates of growth and like uses
 - Revenues adjusted for present value (PV)
- Full plan of services must be provided⁴

Multi-Lot Residential Annexations (six (6) lots or more, greater than ten (10) acres)

Residential annexation requests of six (6) lots or more or greater than ten (10) acres must meet the following criteria to be considered for annexation:

- At least one lot must be within 250’ of current City limits
- Must be within 1000’ of existing utilities
- Must require acceptance of less than 1000’ of existing street
- Projected revenues over thirty-year time horizon must exceed projected costs
 - Based on probable build-out of proposed land use
 - Revenue projections based on historical rates of growth and like uses
 - Revenues adjusted for present value (PV)
- Full plan of services must be provided
- Must further the creation of economic development opportunities for the City

Non-Residential Annexations or Annexations of Vacant Land

- Projected revenues over thirty-year time horizon should exceed projected costs
 - Based on probable build-out of proposed land use
 - Revenue projections based on historical rates of growth and like uses
 - Revenues adjusted for present value (PV)
- Full plan of services must be provided

³ Minimum 6-inch line, with flow of 500 gallons per minute at 20 PSI.

⁴ This would include street maintenance and provision of water and sanitary sewer within a maximum of ten years.

- Must further the creation of economic development opportunities for the City

“Emergency” Annexations

- Annexations requested in order to address current or imminent threats to the public health, safety, and welfare (i.e. failing septic systems across multiple lots), or that represent priority economic development opportunities as determined by City leadership, may be considered on a case-by-case basis.



AGENDA ACTION FORM

Consideration of a Resolution to Authorize the Mayor to Sign All Documents Necessary to Apply and Receive a Clean Tennessee Energy Grant through the State of Tennessee, Department of Environment and Conservation

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

Action Form No.: AF-221-2014
 Work Session: August 4, 2014
 First Reading: N/A

Final Adoption: August 5, 2014
 Staff Work By: R. McReynolds / N. Ensor
 Presentation By: R. McReynolds

Recommendation:

Approve the resolution.

Executive Summary:

The City of Kingsport is seeking a Clean Tennessee Energy Grant (CTEG) through the State of Tennessee, Department of Environment and Conservation in the amount of \$175,000.00 to assist with the installation of new energy efficient blower for the activated sludge process at the Wastewater Treatment Plant.

The existing WWTP blowers are oversized for the current and anticipated air demand for the next 20 years. Installation of new energy efficient blower will allow for proper air control for the activated sludge process and reduce energy consumption for this process by 40% resulting in a potential electrical saving of \$28,000 annually. The CTEG will fund approximately 41% of the total project cost.

Project Funding:

Grant Amount Requested:	\$175,000	41%
Match (FY16):	\$247,500	59%
Total Project Cost (Est.)	\$422,500	100%

The purpose of the Clean Tennessee Energy Grant Program is to select and fund projects that best result in a reduction of emissions and pollutants.

Attachments:

1. Resolution
2. CTEG Application and Contract
3. Project Pictures

Funding source appropriate and funds are available: _____

	<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 A CLEAN TENNESSEE ENERGY GRANT FROM THE STATE OF TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION

WHEREAS, the city would like to apply for a Clean Tennessee Energy Grant through the State of Tennessee Department of Environment and Conservation, which will assist with the installation of new energy efficient blower for the activated sludge process at the Wastewater Treatment Plant; and

WHEREAS, the amount of the grant will be \$175,000.00 and will require matching funds in the amount of \$247,500.00, which are available in the sewer fund reserve.

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to apply for and receive for a Clean Tennessee Energy Grant through the State of Tennessee Department of Environment and Conservation in the amount of \$175,000.00 assist with the installation of new energy efficient blower for the activated sludge process at the Wastewater Treatment Plant.

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

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

ADOPTED this the 5th day of August, 2014.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local or quasi-governmental entity)

Begin Date August 1, 2014	End Date July 31, 2016	Agency Tracking # 32701-02008	Edison ID PO _____
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Contractor Legal Entity Name City of Kingsport	Edison Vendor ID 0000001562
--	---------------------------------------

Subrecipient or Vendor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Vendor	CFDA #
---	---------------

Service Caption (one line only)
Clean Tennessee Energy Grant Program

Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2015			\$175,000.00		\$175,000.00
2015					
TOTAL:			\$175,000.00		\$175,000.00

American Recovery and Reinvestment Act (ARRA) Funding: YES NO

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

Thomas W. Edv

OCR USE - GG

EDISON 40076

Speed Chart (optional) EN00017611	Account Code (optional) 71302000
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327.31

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
AND
CITY OF KINGSPORT**

This Grant Contract, by and between the State of Tennessee, Department of Environment and Conservation, hereinafter referred to as the 'State" and City of Kingsport, hereinafter referred to as the "Grantee," is for the provision of Clean Tennessee Energy Grant Program, as further defined in the "SCOPE OF SERVICES."

Grantee Edison Vendor ID # 0000001562

A. SCOPE OF SERVICES:

- A.1. The Grantee shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Grant Contract.
- A.2. The grantee shall purchase, install and construct an environmental energy project that shall result in the reduction of emissions and pollutants as described in the Grantee's application.
- A.3. Cleaner Alternative Energy improvements may include projects to generate energy using biomass, geothermal, solar, and wind.
- A.4. Energy Conservation improvements may include lighting; heating, ventilation, and air conditioning (HVAC); improved fuel efficiency; insulation; and idling minimization.
- A.5. Air Quality Improvement may include projects to reduce greenhouse gas (GHG), sulfur dioxide (SO₂), volatile organic compounds (VOC), nitrogen oxide (NO_x), and hazardous air pollutants (HAP).
- A.6. The Grantee shall obtain all required permits prior to commencing work on the project.
- A.7. The Grantee shall provide the State with reports on the results of the project for five (5) years after implementation. The Grantee expressly understands and agrees that the obligations set forth in this section shall survive the termination of this grant.
- A.8. The Grantee shall comply with the International Energy Conservation code (2006 edition to present). This code is founded on principles intended to establish provisions consistent with the scope of an energy conservation code that adequately conserves energy; provisions that do not unnecessarily increase construction costs; provisions that do not restrict the use of new materials, products or methods of construction; and provisions that do not give preferential treatment to particular types of classes of materials, products or methods of construction.
- A.9. The Grantee shall enroll and engage in the Environmental Protection Agency's ENERGY STAR Portfolio Manager. The ENERGY STAR portfolio manager is an online tool that one can use to measure and track energy and water consumption as well as greenhouse gas emissions.
- A.10. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
 - a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);

- b. the State grant proposal solicitation as may be amended, if any;
- c. the Grantee's proposal (Attachment 1) incorporated to elaborate supplementary scope of services specifications.

B. CONTRACT PERIOD:

This Grant Contract shall be effective for the period beginning August 1, 2014, and ending on July 31, 2016. The Grantee hereby acknowledges and affirms that the State shall have no obligation for Grantee services or expenditures that were not completed within this specified contract period.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed One Hundred Seventy Five Thousand Dollars (\$175,000.00). The Grant Budget, attached and incorporated hereto as Attachment 2, shall constitute the maximum amount due the Grantee for all service and Grantee obligations hereunder. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The maximum liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the maximum liability established in section C.1. Upon progress toward the completion of the work, as described in section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Department of Environment and Conservation
Kathy Glapa, Office of Sustainable Practices
William R. Snodgrass Tennessee Tower, 2nd Floor
312 Rosa L. Parks Blvd
Nashville, Tennessee 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
 - (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Department of Environment and Conservation, Office of Sustainable Practices.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.

- (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
- (9) Grantee Remittance Address.
- (10) Grantee Contact for Invoice Questions (name, phone, and/or fax).
- (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.

b. The Grantee understands and agrees to all of the following.

- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date and in form and substance acceptable to the State.

- a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet said requirement.
 - i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the state of Tennessee.
 - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
- b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract

(including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.

- c. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
 - e. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect cost, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency and the State. The Grantee will be reimbursed for indirect cost in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the contract period. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency and the State. If the indirect cost rate is provisional during the period of this agreement, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the contract period.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Unallowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment theretofore made, which are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, not to constitute allowable costs.
- C.12. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Grantee under this or any contract between the Grantee and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Grantee.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following documentation properly completed.
- a. The Grantee shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once said form is received by the State, all

payments to the Grantee, under this or any other contract the Grantee has with the State of Tennessee shall be made by Automated Clearing House (ACH).

- b. The Grantee shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number detailed by said form must agree with the Federal Employer Identification Number or Social Security Number referenced in this Grant Contract or the Grantee's Tennessee Edison Registration.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. Except as specifically provided herein, this Grant Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service which has not been rendered. The final decision as to the amount, for which the State is liable, shall be determined by the State. Should the State exercise this provision, the Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate the Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, *U.S. Code*.

- D.8. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.9. Public Accountability. If the Grantee is subject to *Tennessee Code Annotated*, Title 8, Chapter 4, Part 4, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Grantee shall display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least twelve inches (12") in height and eighteen inches (18") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454

- D.10. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee shall include the statement, "This project is funded under an agreement with the State of Tennessee." Any such notices by the Grantee shall be approved by the State.
- D.11. Licensure. The Grantee and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

- D.12. Records. The Grantee (and any approved subcontractor) shall maintain documentation for all charges under this Contract. The books, records, and documents of the Grantee (and any approved subcontractor), insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the state agency, the Comptroller of the Treasury, or duly appointed representatives. The records of not-for-profit entities shall be maintained in accordance with the *Accounting and Financial Reporting for Not-for-Profit Recipients of Grant Funds in Tennessee*, published by the Tennessee Comptroller of the Treasury and found at <http://www.comptroller1.state.tn.us/ma/finreptmanual.asp>. The records for local governments shall be maintained in accordance with the *Internal Control and Compliance Manual for Tennessee Municipalities*, published by the Tennessee Comptroller of the Treasury and found at <http://www.comptroller1.state.tn.us/ma/citymanual.asp> and in accordance with GFOA's publication, *Governmental Accounting, Auditing and Financial Reporting*.
- D.13. Prevailing Wage Rates. All grants and contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*
- D.14. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.15. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.16. Annual Report and Audit. The Grantee shall prepare and submit, within nine (9) months after the close of the reporting period, an annual report of its activities funded under this Grant Contract to the commissioner or head of the Granting agency, the Tennessee Comptroller of the Treasury, and the Commissioner of Finance and Administration. The annual report for any Grantee that receives five hundred thousand dollars (\$500,000) or more in aggregate federal and state funding for all its programs shall include audited financial statements. All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Grantee may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit contract between the Grantee and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the *Audit Manual for Governmental Units and Recipients of Grant Funds* published by the Tennessee Comptroller of the Treasury. The Grantee shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Grantee shall be subject to the provisions relating to such fees contained in the prescribed contract form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the State Granting Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.
- D.17. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, and/or contracted services, such procurement(s) shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall

include a written justification for such decision and non-competitive procurement. Further, and notwithstanding the foregoing, if such reimbursement is to be made with funds derived wholly or partially from federal sources, the determination of cost shall be governed by and reimbursement shall be subject to the Grantee's compliance with applicable federal procurement requirements.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

D.18. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

D.19. Independent Contractor. The parties hereto, in the performance of this Grant Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Grantee, being a political subdivision of the State, is governed by the provisions of the Tennessee Government Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 *et seq.*, for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the State beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.

D.20. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.

D.21. Force Majeure. The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.

D.22. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract.

D.23. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.

D.24. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D.25. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected

thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

- D.26. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, these special terms and conditions shall control.

- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Kathy Glapa, Office of Sustainable Practices
Department of Environment and Conservation
William R. Snodgrass Tennessee Tower, 2nd Floor
312 Rosa L. Parks Blvd
Nashville, Tennessee 37243
Kathy.glapa@tn.gov
Telephone#: (615) 253-8780
FAX#: (615) 532-0199

The Grantee:

The Honorable Dennis R. Phillips, Mayor
City of Kingsport
225 West Center Street
Kingsport, TN 37660
Email: PhillipsD@kingsporttn.gov
Telephone # 423-229-9400
FAX # 423-229-9350

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E.3. Subject to Funds Availability. The Grant Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Grant Contract upon written notice to the Grantee. Said termination shall not be deemed a breach of contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee

shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

IN WITNESS WHEREOF,

CITY OF KINGSPORT:

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF ENVIRONMENT AND CONSERVATION:

ROBERT J. MARTINEAU, JR., COMMISSIONER

DATE



TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION
William R Snodgrass Tennessee Tower
312 Rosa L Parks Ave, 2nd Floor, Nashville, TN 37243
EMAIL: Green.Initiatives@tn.gov

Clean Tennessee Energy Grant Program Application
(Limit only one application per entity, per location)

To be considered, applications must be submitted no later than January 31, 2014.

Participant Information | Please provide a description in the text boxes below for each section

Applicant Name (Organization that will enter into the Grant Agreement): City of Kingsport

Applicant is a:

- A. Municipal Government [checked]
B. County Government []
C. Utility District []
D. Other Entities created by statute []

List of Project Partners (if any):

List County/Counties location: Sullivan

Applicant Address: 620 W. Industry Drive
Industry Drive
City: Kingsport Zip Code(9-Digit): 37660-3520
Project Location Address: 620 W. Industry Drive
City: Kingsport Zip Code(9-Digit): 37666-3520

Applicant Contact (Person responsible for daily management of project):

Name: Niki Ensor Telephone: 423- 224-2487
Title: Water and Wastewater Facilities Manager Federal ID:
E-Mail: NikiEnsor@KingsportTN.gov

Project Title: Energy Efficient Blower Installation

Project Categories

Cleaner Alternative Energy: Biomass [], Geothermal [], Solar [], Wind [], Other []
Air Quality Improvement/Reduction: GHG [checked], SO2 [checked], VOC's [], NOx [checked], HAP's [], Other []
Energy Conservation: Lighting [], HVAC Improvements [], Improved fuel efficiency [], Insulation [], Idling minimization [], Other []

Brief Project Description (No more than 500 characters): Kingsport's WWTP is rated at 12.4 MGD and is equipped with 3 300 HP multistage centrifugal blowers for aeration of activated sludge. The average daily flow is approximately 8.7 MGD. The city operates 1 blower at its minimum turndown point, but still exceeds the aeration demands. This mode of blower operation results in excessive energy usage. The purpose of this project is to reduce energy usage through the installation of a properly sized and more energy efficient blower system.

Project Funding

Grant Amount Requested: \$175000 41 %
Match: \$247500 59 %
TOTAL PROJECT COST \$422500 100%

Source & Amount of Applicant's Matching Funds

General Fund: \$247500
In-kind Services: \$
TOTAL MATCH \$2475000

(TOTAL MATCH should equal match in project funding section)



Grantee Information (Person responsible for communications and contact):

Continues

Name: Niki Ensor
 Title: Water and Wastewater Facilities Manager Telephone: 423-224-2487
 E-Mail: NikiEnsor@KingsportTN.gov Fax: 423-229-9473

Federal Congressional District

Congressperson's Name: David P. Roe District Number: 1

State Districts

Senator's Name: Ron Ramsey District Number: 4

Representative's Name: Tony Shipley District Number: 2

[Signature]
 Authorized Signature
Ryan McReynolds
 Printed Name

Public Works Director 2/27/14
 Title Date
Public Works Director
 Printed Title

Authorized Signature of Partner (if applicable)

Title Date

Printed Name

Printed Title

When you have completed this form print and sign and make a copy for your records and return the original to the following address:

Tennessee Department of Environment and Conservation
 Office of Sustainable Practices
 Attention: Clean Tennessee Energy Grant
 William R Snodgrass Tennessee Tower
 312 Rosa L. Parks Avenue, 2nd Floor
 Nashville, TN 37243

Application Procedure:

Applicants must complete and provide the items listed below in their grant request. Details for completing the items below are provided in this grant manual.

- Clean Tennessee Energy Grant Program Application

Table B (1) - Hazen and Sawyer Blower Project Experience

Plant	State	WWTP Cap (mgd)	Year	Purpose	Technologies evaluated	Blower Sizes Evaluated	Results/Selected Technology	Status	H&S Contact
Rockfish Creek WWTP	NC	21	2012	Additional blower capacity required	IG Single Stage, Multistage, High Speed Direct Drive	6,200 - 21,600 scfm	Multistage Centrifugal Blowers Selected	Under Design	Jim Cramer
North River WWTF	VA	22	2013	Replace existing blowers/ improve efficiency	IG Single Stage, Multistage, High Speed Direct Drive	5,700 - 11,400 scfm	Similar Net Present Costs for Each Alternative	Report Submitted	Jim Cramer
H.L. Mooney AWTP	VA	24	2013	Evaluate High Speed Direct Drive Blowers to Improve Efficiency	High Speed Direct Drive	5,000 - 8,400 scfm	Limited Savings at Current Flows; Payback Period Impacted by Flow and Operations	Evaluation Complete	Joe Rohrbacher
Kent County WWTP	DE	16.3	2013	Replace Blowers to Improve Efficiency	IG Single Stage, Multistage, High Speed Direct Drive	6,000 - 20,000 scfm	High Speed Direct Drive Blowers Selected to Replace (2) Multistage Blowers	Under Design	Joe Rohrbacher
Irwin Creek WWTP	NC	15	2009	Install Smaller Blower to Avoid Excess Aeration	IG Single Stage, High Speed Direct Drive	5,400 - 9,000 scfm	New High Speed Direct Drive Blowers Designed,	Piloting High Speed Direct Drive Blowers	Mike Parker
Moore's Creek WWTP	VA	15	2008	BNR, Conversion to Fine Bubble - Replace Existing Blowers	Multistage, High Speed Direct Drive	4,000 - 6,000 scfm	High Speed Direct Drive Blowers	Operating	Joe Rohrbacher
East Burlington WWTP	NC	12	2011	BNR, Conversion to Fine Bubble - Replace/Modify Existing Blowers	Multistage	5,300 scfm	Existing Multistage Blowers Modified	Operating	Joe Rohrbacher
South Burlington WWTP	NC	12	2011	BNR, Conversion to Fine Bubble - Replace/Modify Existing Blowers	Multistage, High Speed Direct Drive	2,200 - 3,900 scfm	Existing Multistage Blowers Modified	Operating	Joe Rohrbacher
M'Kean Maffitt (Southside) WWTP	NC	24	2011	Plant Expansion	Multistage, High Speed Direct Drive	3,200 - 9,200 scfm	Multistage Centrifugal Blowers Selected	90% Design Complete	Joe Rohrbacher
Totopotomoy WWTP	VA	10	2010	Plant Expansion	High Speed Direct Drive, Positive Displacement	2,500 - 3,700 scfm	High Speed Direct Drive Lowest NPV Cost; Rotary Lobe PD Blowers Selected based on Capital Costs	Advertised for Bid	Joe Rohrbacher
Plum Island WWTP	SC	36	2006	Facility Upgrade - Replace Existing Blowers	Multistage, IG Single Stage	6,200 - 12,000 scfm	IG Single Blowers	Operating	Jim Cramer
LeSourdville WWTP	OH	15	2010	Plant Expansion, New Aeration Basins	IG Single Stage, High Speed Direct Drive	4,100 - 6,800 scfm	High Speed Direct Drive Blowers	Under Construction	Joe Rohrbacher/ Tony Farina
South Fort WWTP	LA	4.6	2013	New Treatment Facility	Multistage, High Speed Direct Drive, Positive Displacement (Rotary Lobe and Hybrid)	1,200 - 2,800 scfm	Rotary Lobe PD Blowers	60% Design Complete	Joe Rohrbacher
North Fort WWTP	LA	1.7	2013	New Treatment Facility	Positive Displacement (Rotary Lobe and Hybrid)	600 - 1,200 scfm	Rotary Lobe PD Blowers	60% Design Complete	Joe Rohrbacher
Peppers Ferry WPCP	VA	9	2011	Blower Replacement	High Speed Direct Drive, Positive Displacement	3,000 scfm	High Speed Direct Drive Blowers	Operating	Jim Cramer / Joe Rohrbacher
Hillsborough WWTP	NC	1.6	2009	BNR, Plant Expansion	High Speed Direct Drive, Positive Displacement	1,800 scfm	Rotary Lobe PD Blowers	Operating	Katya Bilyk
Central Johnston County Regional WWTP	NC	9.5	2010	Evaluate High Speed Direct Drive Blowers to Improve Efficiency	High Speed Direct Drive	2,400 scfm	40 Year Payback at Current Energy Costs, Retained Positive Displacement	Operating	Joe Rohrbacher
Sidney WWTP	OH	7	2012	Evaluate High Speed Direct Drive Blowers to Improve Efficiency	High Speed Direct Drive	2,000 scfm; 5,000 scfm	TBD	90% Design Complete	Scott Phipps
Upper Centangy WRC	OH	10	2013	Evaluate High Speed Direct Drive Blowers to Improve Efficiency	High Speed Direct Drive and Integral Geared	1,250 scfm; 3,200 scfm	Recommended single-stage direct drive	Waiting for available funding	Scott Phipps
Dayton AWTP	OH	72	2013	Evaluate High Speed Direct Drive Blowers to Improve Efficiency	High Speed Direct Drive; High Speed Integral Geared; Hybrid System with Multistage Baseloading	5,000 - 12,000 scfm	High Speed Direct Drive Blowers	90% Design Complete	Scott Phipps
Dry Creek WWTP	KY	50	2013	Evaluate replacement of failed 3500 hp motor with 1500 hp motor	Reduced Motor HP Replacement	20,000 - 40,000 scfm	Recommended installation of 1,500 HP motor	Bidding	Scott Phipps
Dry Creek WWTP	KY	50	2014	Evaluate Reduced Capacity blowers to improved Efficiency	High Speed Direct Drive, High Speed Integral Gear, Multistage, Screw	6,700 - 40,000 scfm	Ongoing	Ongoing	Scott Phipps

ATTACHMENT 1

Table B (2) - Hazen and Sawyer Energy Project Experience

ENERGY MANAGEMENT PROJECT MATRIX		Energy Auditing and Evaluations			Utility Coordination/ Energy Procurement		Energy Modeling		Process Optimization				Power Generation/ Resource Recovery		Miscellaneous Energy Management																											
11/5/2013																																										
North and South Durham WRF, NC. Energy Management Master Plan	Jefferson County Environmental Services Department, AL, Valley Creek WWTP Energy and Process Optimization Study	X	X	X		X	X	X	X	X	X	X	X	X	X	X	X	X	X																							
																				Energy management master planning	Facility Wide Energy Auditing	GHG inventory review and analysis	Load Curtailment/Demand Response Program Evaluation and Implementation	Demand Management Electric Utility Billing Rate Evaluation	Process or Hydraulic Modeling	Plant Process Energy modeling and analysis	UV/Disinfection Optimization	Secondary Process Optimization	Biogas Utilization and Biogas Production Improvements	Co-Digestion/High Strength Waste Utilization	Enhanced Digestion (i.e. CAMBI, Opencell)	Combined Heat And Power Generation System	Alternative energy generation analysis (Solar, Wind Geothermal, Hydraulic Energy recovery)	Power Monitoring and SCADA Improvements	Distribution /Collection System Optimization	Variable Speed Systems	Alternate Project Delivery (DB, ESCO, Owner's Engineer)	Onsite Power Generation (Stand/Prime)	Green Infrastructure/Breen Buildings			
																				Jefferson County Environmental Services Department, AL, Valley Creek WWTP Energy and Process Optimization Study																						
																				Gwinnett County, GA F. Wayne Hill Water Resources Center (FWHWR) Gas-To-Energy Project																						
																				City of Atlanta, GA RM Clayton WWTP Biogas Energy Recovery Project																						
																				Gwinnett County, GA F. Wayne Hill Water Resources Center (FWHWR) Fats, Oils and Grease - High Strength Receiving Station (FOG)																						
																				Henrico County, VA Fat, Oils and Grease Utilization Evaluation (FOG)																						

Table B (2) - Hazen and Sawyer Energy Project Experience

ENERGY MANAGEMENT PROJECT MATRIX 11/5/2013	Energy Auditing and Evaluations			Utility Coordination/ Energy Procurement		Energy Modeling		Process Optimization					Power Generation/ Resource Recovery		Miscellaneous Energy Management					
	Energy management master planning	Facility Wide Energy Auditing	GHG inventory review and analysis	Load Curtailment/Demand Response Program Evaluation and Implementation	Demand Management Electric Utility Billing Rate Evaluation	Process or Hydraulic Modeling	Plant Process Energy modeling and analysis	UV/Disinfection Optimization	Secondary Process Optimization	Biogas Utilization and Biogas Production Improvements	Co-Digestion/High Strength Waste Utilization	Enhanced Digestion (i.e. CAMBI, Opencell)	Combined Heat And Power Generation System	Alternative energy generation analysis (Solar, Wind Geothermal, Hydraulic Energy recovery)	Power Monitoring and SCADA Improvements	Distribution /Collection System Optimization	Variable Speed Systems	Alternate Project Delivery (DB, ESCO, Owner's Engineer)	Onsite Power Generation (Stand/Prime)	Green Infrastructure/Breen Buildings
Harrisonburg Rockingham Sewer Authority, VA North River WWTP Energy Conservation Evaluations		X			X	X	X		X	X	X		X	X	X			ESCO	X	
Western Virginia Water Authority Roanoke, VA Combined Heat and Power Project					X					X			X	X					X	
Town of Eden, NC Energy Audits		X			X				X					X	X			ESCO		
Broward County, FL North Regional WWTP Energy Conservation Study		X				X			X											
Broward County, FL North Regional WWTP Fats, Oils and Grease - High Strength Receiving Station (FOG)										X	X		X					ESCO		
Rivanna Water & Sewer Authority, VA Energy Efficiency Improvements and CHP					X	X			X	X			X		X				X	
Johnston County WWTP Energy Efficiency Audits		X			X	X		X	X					X	X					
City of Raleigh Water Distribution System Optimization	X				X	X	X									X				
City of Winston Salem Water Distribution System Optimization	X				X	X	X									X				
Davidson Water Water Distribution System Optimization	X				X	X	X									X				

Table B (2) - Hazen and Sawyer Energy Project Experience

ENERGY MANAGEMENT PROJECT MATRIX 11/5/2013	Energy Auditing and Evaluations			Utility Coordination/Procurement/ Energy		Energy Modeling		Process Optimization				Power Generation/Resource Recovery		Miscellaneous Energy Management					
	Energy management master planning	Facility Wide Energy Auditing	GHG inventory review and analysis	Load Curtailment/Demand Response Program Evaluation and Implementation	Demand Management Electric Utility Billing Rate Evaluation	Process or Hydraulic Modeling	Plant Process Energy modeling and analysis	UV/Disinfection Optimization	Secondary Process Optimization	Biogas Utilization and Biogas Production Improvements	Co-Digestion/High Strength Waste Utilization	Enhanced Digestion (i.e. CAMBI, Opencell)	Combined Heat And Power Generation System	Alternative energy generation analysis (Solar, Wind Geothermal, Hydraulic Energy recovery)	Power Monitoring and SCADA Improvements	Distribution /Collection System Optimization	Variable Speed Systems	Alternate Project Delivery (DB, ESCO, Owner's Engineer)	Onsite Power Generation (Stand/Prime)
Kent County Onsite Power Generation and Demand Response Evaluations				X	X													X	
Sanitation District 1 – Eastern and Western WRF Energy Optimization Evaluations	X	X		X	X		X	X					X	X					
Sanitation District 1 – Dry Creek WRF Energy Optimization Evaluations	X	X		X	X		X	X						X					
City of Raleigh – Wilders Grove Solid Waste Facility																			X
William Peace University Stormwater Reuse System																			X
City of Winston Salem / Forsyth County Utilities Commission – Digester Gas Utilization Study									X			X							
Philadelphia Water Department – WAS Digestion Study (OpenCell Pilot)									X			X							
City of Kingsport (TN) – Energy Grant Assistance – Blower Evaluations	X							X											

2.1 Introduction

The Kingsport Wastewater Treatment Plant (WWTP) has an aeration system for the activated sludge treatment process that consists of three, 300-hp multi-stage centrifugal blowers. Each multi-stage centrifugal blower has an approximate operating range between 3,300 and 5,600 standard cubic feet per minute (scfm). The existing aeration system has a firm operating capacity range between approximately 3,300 and 11,200 scfm with one unit out of service.

Hazen and Sawyer performed an analysis of the last five years of operational data to estimate the current weighted average air demand of 2,700 scfm with a projected weighted average air demand of 3,300 scfm in Year 2034. Therefore, the existing aeration system does not have the turndown capacity to meet the current and projected weighted average air demands for the next 20 years. This project entails the installation of a more appropriately sized and energy efficient blower system.

2.2 Energy Efficiency and Savings

Hazen and Sawyer conducted an aeration system evaluation to determine the potential energy savings associated with installing a smaller capacity blower with higher electrical efficiency. The evaluation consisted of analysis of two blower alternatives to estimate the potential savings and increased efficiency. The evaluation assumed a one percent (1%) annual increase in electrical demand to provide for the projected annual increase in air demand. Table 1 shows the estimated electrical savings for Year 2014 operation.

Table 1: Year 2014 Estimated Electrical Savings

Alternative	Year 2014 Electrical Demand (kW-hr / year)	Year 2014 Electrical Costs (\$0.073 / kW-hr)
1 – Existing Aeration System	998,700	\$72,900
2 – New 150-hp Air Bearing Blower	615,900	\$45,000
3 – New 150-hp Magnetic Bearing Blower	605,800	\$44,200

Table 1 shows the potential energy savings is estimated at approximately 40 percent with an estimated annual electrical savings of approximately \$28,000.

2.3 Public Benefit

Project Readiness: This project will benefit the citizens of Kingsport within a relatively short time-frame. The project is in Kingsport’s FY14 budget and is able to commence upon receipt of grant award and authorization to proceed. Once initiated the project is estimated to be complete within one year.

Use of Local Resources: Kingsport is committed to using local contractors and to purchase the ancillary equipment locally as well.

Long Term Savings: Total present worth values were developed to estimate the 20-year capital, operations and maintenance (O&M), and replacement costs for each alternative for comparison

purposes. Table 2 shows the opinion of project costs (capital); O&M (spare parts and electricity); and replacement costs for each alternative.

Table 2: Total 20-Year Present-Worth Analysis in 2014 Dollars

Alternative	Opinion of Probable Construction Costs	Total O&M Costs ¹	Equipment Replacement Costs ²	Total Present Worth ³
1 – Existing Aeration System	\$0	\$1,617,000	\$111,800	\$1,728,700
2 – New 150-hp Air Bearing Blower	\$395,300	\$1,031,000	\$49,000	\$1,311,000
3 – New 150-hp Magnetic Bearing Blower	\$422,500	\$1,011,000	\$49,000	\$1,308,000

Notes:

1. Electrical costs were assumed to escalate at 2% annually from Year 2014 electrical cost of \$0.073 /kW-hr to Year 2034 electrical cost of \$0.108 /kW-hr.
2. Equipment replacement cost assumed to occur at 35,000 operating hour intervals for minor rehabilitations with major overhauls at every 70,000 operating hour intervals. Alternative Nos. 2 and 3 assumed new blower operating 80 percent of the annual operating hours with existing blowers operating 20 percent of the annual operating hours.
3. Total present worth evaluation included 20-year period with 3 percent discount rate to report in 2014 dollars.

With the grant, either type of blower will save the citizens of Kingsport more than \$400,000 over 20 years.

2.4 Technology

Description: Alternative Nos. 2 and 3 consist of a relatively new technology in air production equipment that provide improved electrical efficiency and reduced O&M costs. The blowers that are proposed in alternative Nos. 2 and 3 are both high speed single-stage centrifugal blowers; one with air bearings (2) and one with magnetic bearings (3). The plant is currently served by multi-stage centrifugal blowers with oil bearings. In addition to energy savings, the proposed alternatives also reduce the O&M costs associated with oil changes as required for the existing blowers. Instead both alternative Nos. 2 and 3 employ oil-free technologies and require less maintenance. Ultimately, the proposed single-stage centrifugal blower is a more sustainable option for the WWTP than the existing blowers due to reduced energy usage and reduced life-cycle cost.

Alternative Nos. 2 and 3 include variable frequency drives (VFDs) to regulate flow versus the existing multi-stage centrifugal blowers which use inlet throttling valves to regulate flow. The VFDs have the ability to match the air demand by changing the speed of the motor without modifying the inlet air conditions, which is more energy efficient. The existing multi-stage centrifugal blowers are throttled using an inlet butterfly valve which changes the inlet air conditions to match the air demands without a change in the motor speed. The existing multi-stage blowers with inlet throttling valves require more

energy for the same air demand in comparison to the proposed single-stage centrifugal blowers with VFD control.

Finally, Alternative Nos. 2 and 3 include blower technologies that have increased turndown capabilities while maintaining high electrical efficiencies.

Future Applicability: Kingsport intends to build upon the evaluation process associated with this project in the implementation of other energy saving projects within the water and wastewater systems. In addition, the close review of actual and predicted aeration demands and the resulting replacement of inefficient blowers (or elimination of excess blower capacity) can be applied to WWTPs across Tennessee.

2.5 Qualifications, Experience and Commitment

Kingsport enrolled in the EnerNOC PMJ Emergency Load Response Program in February 2013 to prevent electrical outages and help keep regional power costs low. By reducing load through EnerNOC, Kingsport is able to better plan for large expensive capital improvements, thus staving off rate increases. The city also tracks energy usage through the DemandSMART portal. Kingsport will build upon this experience in implementing this blower project as well overall energy management in the future.

Hazen and Sawyer has extensive experience both in design of aeration blower systems and in energy management projects and programs. Tables detailing the firm's experience are included in Appendix B.

This project has the full support of the city government as evidenced by letters of support from John Campbell, City Manager and Ryan McReynolds, Public Works Director that are included in Appendix C.

2.6 Schedule

Table 3 shows a preliminary project schedule with milestones and deliverables indicated following Notice to Proceed (NTP). A critical path graph is included in Appendix D.

Table 3: Preliminary Project Schedule

Activity	Activity Duration	Days Following Notice to Proceed
Preliminary Engineering Report	28	28
Detailed Design	63	91
Bidding	28	119
Construction Contract Award	28	147
Shop Drawing Approval	42	189
Manufacturing of Equipment	126	315
Equipment Delivery	7	322
Equipment Installation	28	350
Start-Up and Training	10	360
Substantial Completion	5	365

2.7 Public Awareness

The City of Kingsport has a number of methods to inform the stakeholders of this project. The water and sewer department will include a description of the project along with the projected benefits in the monthly bills sent to customers. A project description can also be highlighted on the city's webpage, in a manner similar to the brochure describing the recent upgrades to the wastewater plant (<http://publicworks.kingsporttn.gov/files/publicworks/plantdedication2012.pdf>). Additionally, Kingsport can also utilize the local public access TV station to present the project.

2.8 Conservation

The project is wholly contained within the footprint of the wastewater treatment plant. The new blower will be located in the existing blower building and is designed such that extensive retrofits or significant additional equipment are not necessary for its installation.

2.9 Air Quality

Overall Emission Reduction: Table 4 presents the estimate of reductions associated with this project in terms of electricity usage as well as nitrogen oxides, sulfur dioxide and carbon dioxide emissions. These estimates were obtained using EPA's emissions reduction calculator, found at <http://www.epa.gov/cleanenergy/energy-andyou/how-clean.html>. As shown in the table, this project will result in across the board reductions of nearly 40 % and will reduce CO₂ emissions by over half a million pounds per year.

Further, reduction in pollutants emitted will contribute to improved air quality in the following states: Connecticut, Massachusetts, Maryland, North Carolina, New Jersey, New York, Pennsylvania, Virginia, and West Virginia (<http://www.epa.gov/cleanairactbenefits/whereyoulive/tn.html>).

Non-Attainment: Sullivan County in the vicinity of Tennessee Eastman is considered non-attainment for SO₂. The wastewater treatment plant lies within this area. As a result, this project will reduce SO₂ in the non-attainment area.

Table 4: Emissions Reduction

USAGE/EMISSION	(1) Existing Multi- Stage Blower	(2) Single Stage Air Bearing Blower	(3) Single Stage Magnetic Bearing Blower	Reduction (AB)	Reduction (MB)	% Reduction (AB)	% Reduction (MB)
electricity (kW- hr/yr)	998,700	615,900	605,800	382,800	392,900	38%	39%
NO _x (lbs)	1,385	854	840	531	545	38%	39%
SO ₂ (lbs)	6,238	3,854	3,782	2,384	2,456	38%	39%
CO ₂ (lbs)	1,608,009	991,305	975,042	616,704	632,967	38%	39%

2.10 Project Financing

Project Costs and Payback: The opinion of probable base construction costs for Alternative Nos. 2 and 3 are \$322,800 and \$350,000, respectively. The opinion of probable base construction costs includes 25

percent contingency for contractor’s overhead and profit and 25 percent estimating level contingency, permitting and an allowance for change orders. The cost for engineering services, including design, construction and start-up assistance is \$72,500 for both alternatives. Therefore, the total project opinion of probable construction costs for Alternative Nos. 2 and 3 are \$395,300 and \$422,500, respectively. The present worth payback is presented in Figure 1 and compares the payback with and without grant funding.

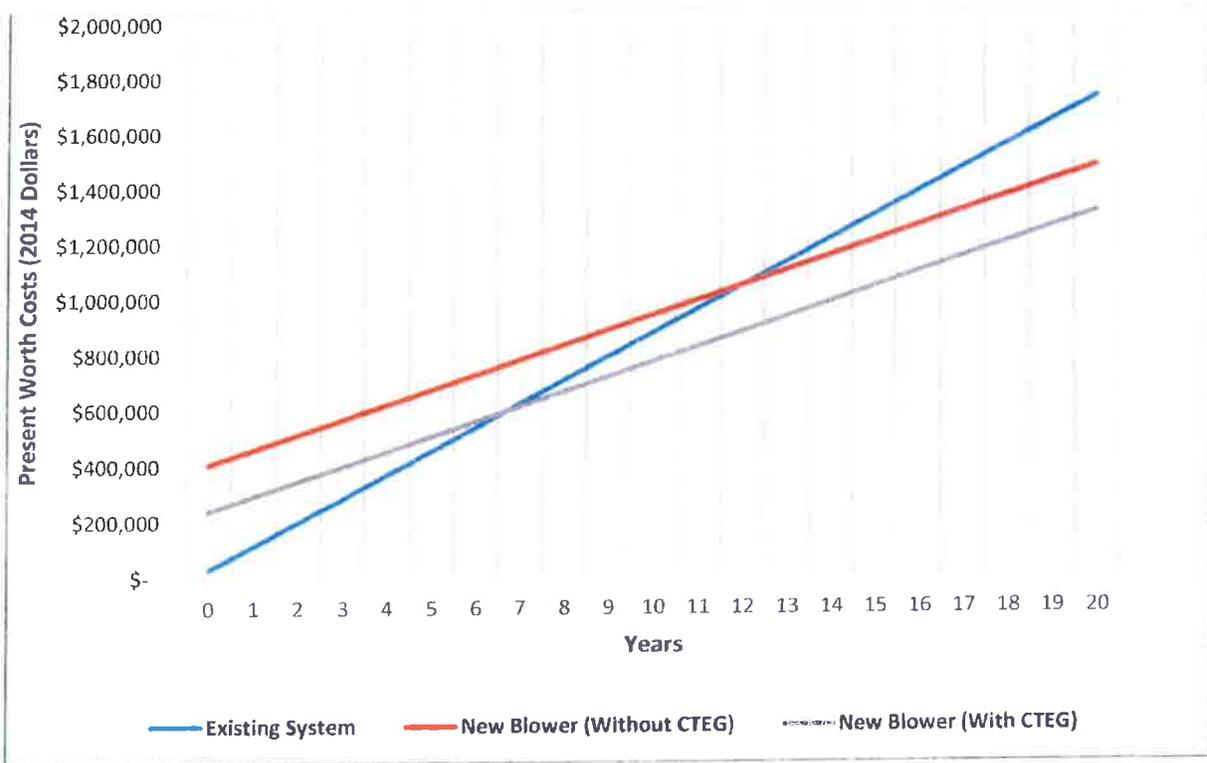


Figure 1: Estimated payback schedule (average for Alternatives 2 and 3)

With an estimated grant of approximately \$170,000, the project payback will be achieved in about seven years. Without the grant funding, the payback period is estimated to be between eleven and twelve years.

Matching Funds: With either alternative 2 or 3, Kingsport is prepared to provide a 59 percent match from the Public Works Department general fund. This will cover half of the capital costs and all of the engineering costs.

Section 3 – Attachments

Revised March 4, 2014

- A. Grant Budget Tables and Justification
 - (1) **Air Bearing Blower**
 - (2) **Magnetic Bearing Blower**
 - (3) **Justification**

- B. Qualifications & experience tables
 - (1) **Hazen and Sawyer Blower Projects**
 - (2) **Hazen and Sawyer Power Projects**

- C. Letters of Support/Commitment
 - (1) **City Manager**
 - (2) **Public Works Director**

- D. Project Schedule

- E. Payback Tables

- F. Vendor Proposals
 - (1) **Air Bearing Blower - Neuros**
 - (2) **Magnetic Bearing Blower - ABS**

C - Letters of Support

ATTACHMENT 1



CITY OF KINGSPORT, TENNESSEE

January 21, 2014

Commissioner Robert J. Martineau, Jr.
 312 Rosa L. Parks Ave
 Tennessee Tower - 2nd Floor
 Nashville, TN 37243

Dear Mr. Robert Martineau Jr.,

Kingsport was founded in the lush, green mountains of Northeast Tennessee. Originally incorporated in 1822, the city reincorporated in 1917 following the upheaval of the civil war. The city became a leading center of industry and today is committed to sound land use practices, smart growth, volunteerism, citizen participation and energy efficiency.

The City of Kingsport strives daily to provide the best possible services at the lowest possible cost. Effectiveness, efficiency and sustainability in all operations are core parts of the city's mission. The city also seeks out innovative technologies to increase productivity and reduce costs.

Each of the city's departments reviews operations to look for opportunities to increase efficiency and reduce costs. The Public Works Department is responsible for providing clean drinking water and wastewater treatment for the city. The department recently evaluated operations at the wastewater treatment plant and identified a project that will reduce electrical usage and emissions of nitrous oxides, sulfur dioxide and carbon dioxide.

The current configuration results in excessive air supplied to the treatment process, needlessly driving up energy consumption and cost. The project entails installation of a more efficient and appropriately sized blower system to supply air to the treatment process.

This project is consistent with the City of Kingsport's goal to provide service at the lowest possible cost. The administration fully supports the Public Works Department in its pursuit of grant funding for this project under the Clean Tennessee Energy Grant program.

Sincerely,

John Campbell
 City Manager



City Hall 225 West Center Street Kingsport, TN 37660-4237 (423) 229-9400

Kingsport — *The Best Place To Be*





CITY OF KINGSPORT, TENNESSEE

January 22, 2013

Commissioner Robert J. Martineau, Jr.
312 Rosa L. Parks Ave
Tennessee Tower - 2nd Floor
Nashville, TN 37243

Dear Mr. Robert Martineau Jr.,

The City of Kingsport Public Works Department is responsible for providing water and sewer service to the citizens of Kingsport. The department's mission is to provide excellent service to customers and to the broader community by protecting the environment and fostering economic development – all at the lowest possible cost.

The department's commitment to excellence is achieved by using meaningful metrics to determine and improve the effectiveness and efficiency of service delivery. One of the measures the department considers is energy usage. The department plans to implement an overall energy management program, but prior to implementation we encourage divisions within the department to evaluate their operations for opportunities to reduce their energy usage.

The department recently evaluated operations at the wastewater treatment plant and identified a project that will reduce electrical usage and emissions of nitrous oxides, sulfur dioxide and carbon dioxide.

The current configuration results in excessive air supplied to the treatment process, needlessly driving up energy consumption and cost. The project entails installation of a more efficient and appropriately sized blower system to supply air to the treatment process.

We anticipate that this project will serve as a model for future energy reduction, generation and efficiency projects as Public Works develops and implements an overall energy management plan.

Sincerely,


Ryan McReynolds, P.E.
Public Works Director

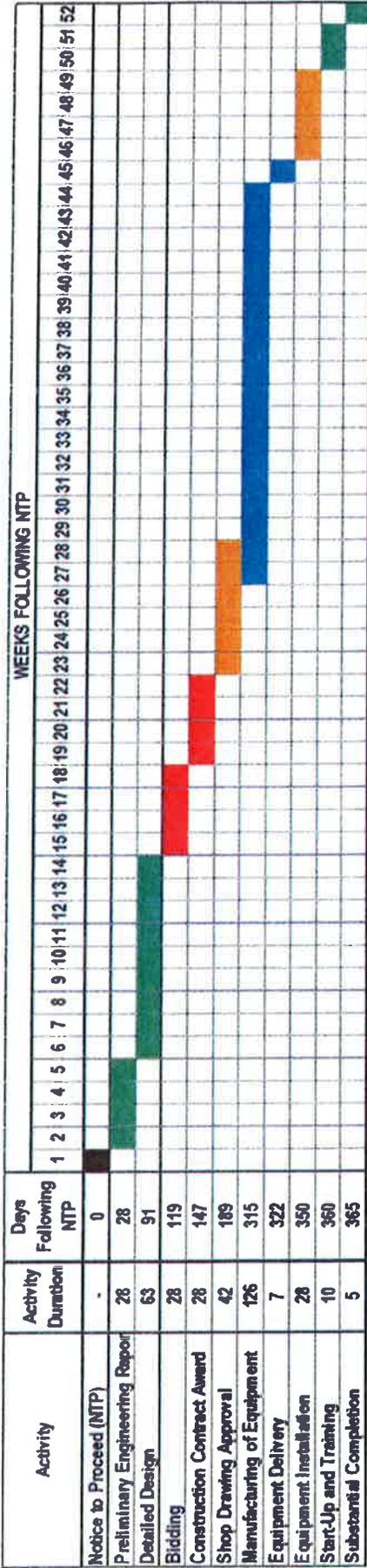


City Hall 225 West Center Street Kingsport, TN 37660-4237 (423) 229-9400

Kingsport — *The Best Place To Be*



D – Project Schedule



E – Payback Table (no CTEG)

ATTACHMENT 1

Alternative	1	2	3
Existing Blower Quantity & Types	3- Multi-Stage	3- Multi-Stage	3- Multi-Stage
New Blower Quantity and Type	-	1 – SS (Air Bearing)	1 – SS (Mag Bearing)
Installed Capacity (SCFM)	16,950	20,150	20,250
Firm Capacity (SCFM)	11,300	14,500	14,600
Capital Costs			
Base Construction Cost (\$)	-	320,000	350,000
Engineering	-	72,500	72,500
Project Opinion of Probable Construction Costs (\$)	-	392,500	422,500
Operating Costs			
Annual Maintenance (\$)	67,000	71,400	71,400
Electricity (\$)	1,550,000	960,000	940,000
Equipment Replacement (\$)	111,800	49,200	49,200
Total O & M Costs (\$)	1,617,000	1,080,600	1,060,600
Total Present Worth (\$)	1,728,800	1,473,100	1,483,100
Total Annualized Costs (\$)	116,200	99,000	99,700

E – Payback Table (with CTEG)

Alternative	1	2	3
Existing Blower Quantity & Types	3- Multi-Stage	3- Multi-Stage	3- Multi-Stage
New Blower Quantity and Type	-	1 – SS (Air Bearing)	1 – SS (Mag Bearing)
Installed Capacity (SCFM)	16,950	20,150	20,250
Firm Capacity (SCFM)	11,300	14,500	14,600
Capital Costs			
Base Construction Cost (\$)	-	161,400	175,000
Engineering	-	72,500	72,500
Project Opinion of Probable Construction Costs (\$)	-	233,900	247,500
Operating Costs			
Annual Maintenance (\$)	67,000	71,400	71,400
Electricity (\$)	1,550,000	960,000	940,000
Equipment Replacement (\$)	111,800	49,200	49,200
Total O & M Costs (\$)	1,617,000	1,080,600	1,060,600
Total Present Worth (\$)	1,728,800	1,314,000	1,308,000
Total Annualized Costs (\$)	116,200	88,300	87,900

F-- Vendor Proposals

Kingsport Blower Efficiency Project
 Energy and Emission Reduction Estimates

1.A Reduction in Electricity Used

Blower Configuration	Annual Electrical Usage (kW-hr/yr)	Annual Reduction in Electrical Usage (kW-hr/yr)
Alternative 1: Existing 5,650 SCFM Multi-stage Centrifugal Blower	998,742	-
Alternative 2: Proposed 3,200 SCFM Air-Bearing Single-stage Centrifugal Blower	615,851	382,891
Alternative 3: Proposed 3,200 SCFM Magnetic-Bearing Single-stage Centrifugal Blower	605,784	392,958

1.B Reduction in Emissions*

Alternative	Annual Electrical Usage (kW-hr/yr)	Average Monthly Usage (kW-hr/mo)	Annual Nitrogen Oxide Emissions (lb/yr)	Annual Nitrogen Oxide Emissions Reduction (lb/yr)	Annual Sulfur Dioxide Emissions (lb/yr)	Annual Sulfur Dioxide Emissions Reduction (lb/yr)	Annual Carbon Dioxide Emissions (lb/yr)	Annual Carbon Dioxide Emissions Reduction (lb/yr)
Multi-Stage Blower	998,700	83,225	1,384	-	6,235	-	1,607,430	-
Single Stage Air Bearing Blower	615,900	51,325	854	530	3,845	2,390	991,305	616,125
Single Stage Magnetic Bearing Blower	605,800	50,483	840	544	3,782	2,453	975,042	632,388

*Using EPA Calculator for Zip Code 37660 & American Electric Power as Provider

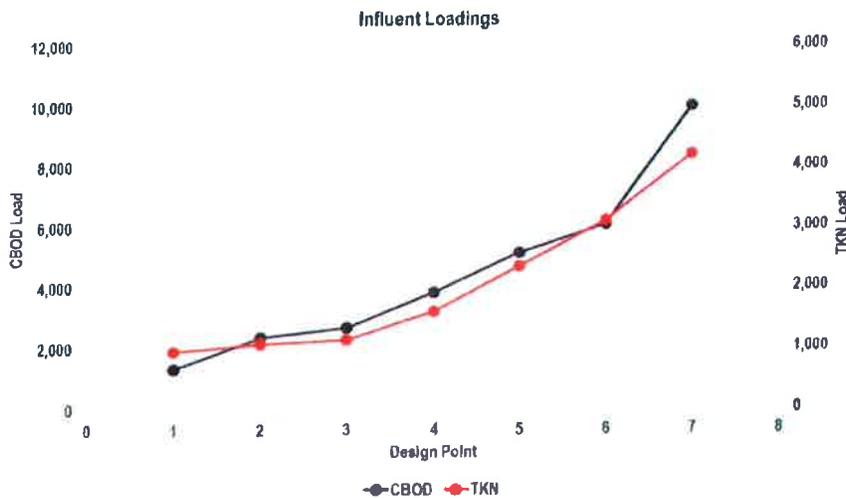


Estimation Method:

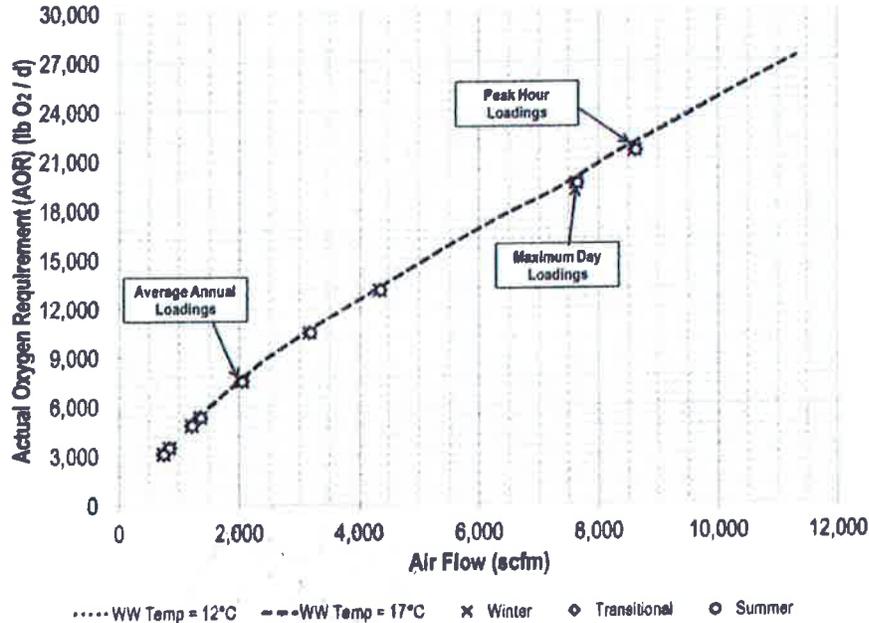
- a. Determine power requirements of existing blower configuration. There is no separate meter to measure electricity used by existing blowers. Therefore the current usage is estimated in the same way as the proposed configuration.
- b. Determine the power requirements of the two alternative blowers

Design Conditions:

CBOD₅ & NH₃N (December 2008 – November 2013)



Oxygen/Air Requirements (at aeration basin dissolved oxygen concentration of 0.5 mg/l)



Alternative 1: Existing 5,650 SCFM Multi-stage Centrifugal Blower

Winter Conditions

SCENARIO	ATMOSPHERIC DESIGN CONDITIONS		AIR FLOW (SCFM)	OPERATING PRESSURE (PSIG)	ELECTRICAL REQUIREMENTS (kW)	SEASONAL HOURS (hrs)	SEASONAL OPERATION PERCENTAGE %	ANNUAL ELECTRICAL REQUIREMENTS (kW-hr/yr)
	TEMP.	RELATIVE HUMIDITY						
	(°F)	(%)						
MINIMUM DAY	26	81%	796	7.1	104	22	1.0%	2,294
MINIMUM WEEK	31	72%	1,150	7.1	105	164	7.5%	17,269
MINIMUM MONTH	36	72%	1,287	7.1	106	361	16.5%	38,383
AVERAGE ANNUAL	38	70%	1,946	7.1	107	1,095	50.0%	116,888
MAXIMUM MONTH	40	68%	3,021	7.1	107	361	16.5%	38,686
MAXIMUM WEEK	48	68%	4,137	7.1	135	164	7.5%	22,137
MAXIMUM DAY	55	54%	7,258	7.1	244	22	1.0%	5,378
SEASONAL TOTAL	25 % of year					2,189	100 %	241,030

Summer Conditions

SCENARIO	ATMOSPHERIC DESIGN CONDITIONS		AIR FLOW (SCFM)	OPERATING PRESSURE (PSIG)	ELECTRICAL REQUIREMENTS (kW)	SEASONAL HOURS (hrs)	SEASONAL OPERATION PERCENTAGE %	ANNUAL ELECTRICAL REQUIREMENTS (kW-hr/yr)
	TEMP.	RELATIVE HUMIDITY						
	(°F)	(%)						
MINIMUM DAY	51	92%	798	7.1	109	22	1.0%	2,405
MINIMUM WEEK	64	77%	1,154	7.1	112	164	7.5%	18,351
MINIMUM MONTH	74	77%	1,291	7.1	114	361	16.5%	41,069
AVERAGE ANNUAL	75	76%	1,952	7.1	114	1,095	50.0%	124,784
MAXIMUM MONTH	77	74%	3,044	7.1	114	361	16.5%	41,281
MAXIMUM WEEK	82	74%	4,150	7.1	143	164	7.5%	23,503
MAXIMUM DAY	88	54%	7,280	7.1	259	22	1 %	5,703
SEASONAL TOTAL	25 % of year					2,189	100 %	257,090

5,650 SCFM Multi-stage Centrifugal Blower

Transitional Conditions

SCENARIO	ATMOSPHERIC DESIGN CONDITIONS		AIR FLOW (SCFM)	OPERATING PRESSURE (PSIG)	ELECTRICAL REQUIREMENTS (kW)	SEASONAL HOURS (hrs)	SEASONAL OPERATION PERCENTAGE %	ANNUAL ELECTRICAL REQUIREMENTS (kW-hr/yr)
	TEMP. (°F)	RELATIVE HUMIDITY (%)						
	MINIMUM DAY	31						
MINIMUM WEEK	40	76%	1,152	7.1	107	329	7.5%	35,254
MINIMUM MONTH	48	76%	1,289	7.1	109	723	16.5%	78,651
AVERAGE ANNUAL	57	70%	1,949	7.1	111	2,190	50.0%	242,242
MAXIMUM MONTH	70	63%	3,025	7.1	113	723	16.5%	81,832
MAXIMUM WEEK	76	63%	4,143	7.1	142	329	7.5%	46,702
MAXIMUM DAY	82	46%	7,268	7.1	257	44	1.0%	11,298
SEASONAL TOTAL	50 % of year					4,382	100 %	500,610

SCENARIO	CURRENT SEASONAL ELECTRICAL DEMANDS			TOTAL (kW-hr/yr)
	WINTER (kW-hr/yr)	SUMMER (kW-hr/yr)	TRANSITIONAL (kW-hr/yr)	
MINIMUM DAY	2,294	2,405	4,633	9,332
MINIMUM WEEK	17,269	18,351	35,254	70,874
MINIMUM MONTH	38,383	41,069	78,651	158,104
AVERAGE ANNUAL	116,888	124,784	242,242	483,914
MAXIMUM MONTH	38,686	41,281	81,832	161,798
MAXIMUM WEEK	22,137	23,503	46,702	92,341
MAXIMUM DAY	5,378	5,703	11,298	22,379
SEASON TOTAL	241,035	257,094	500,612	998,742

Alternative 2: Proposed 3,200 SCFM Air-Bearing Single-stage Centrifugal Blower

Winter Conditions

SCENARIO	ATMOSPHERIC DESIGN CONDITIONS		AIR FLOW (SCFM)	OPERATING PRESSURE (PSIG)	ELECTRICAL REQUIREMENTS (kW)	SEASONAL HOURS (hrs)	SEASONAL OPERATION PERCENTAGE %	ANNUAL ELECTRICAL REQUIREMENTS (kW-hr/yr)
	TEMP.	RELATIVE HUMIDITY						
	(°F)	(%)						
MINIMUM DAY	26	81%	796	7.1	48	22	1.0%	1,056
MINIMUM WEEK	31	72%	1,150	7.1	48	164	7.5%	7,951
MINIMUM MONTH	36	72%	1,287	7.1	49	361	16.5%	17,672
AVERAGE ANNUAL	38	70%	1,946	7.1	56	1,095	50.0%	61,445
MAXIMUM MONTH	40	68%	3,021	7.1	90	361	16.5%	32,582
MAXIMUM WEEK	48	68%	4,137	7.1	135	164	7.5%	22,140
MAXIMUM DAY	55	54%	7,258	7.1	244	22	1.0%	5,368
SEASONAL TOTAL	25% of year					2,189	100%	148,210

Summer Conditions

SCENARIO	ATMOSPHERIC DESIGN CONDITIONS		AIR FLOW (SCFM)	OPERATING PRESSURE (PSIG)	ELECTRICAL REQUIREMENTS (kW)	SEASONAL HOURS (hrs)	SEASONAL OPERATION PERCENTAGE %	ANNUAL ELECTRICAL REQUIREMENTS (kW-hr/yr)
	TEMP.	RELATIVE HUMIDITY						
	(°F)	(%)						
MINIMUM DAY	51	92%	798	7.1	50	22	1.0%	1,107
MINIMUM WEEK	64	77%	1,154	7.1	52	164	7.5%	8,449
MINIMUM MONTH	74	77%	1,291	7.1	52	361	16.5%	18,907
AVERAGE ANNUAL	75	76%	1,952	7.1	60	1,095	50.0%	65,779
MAXIMUM MONTH	77	74%	3,044	7.1	97	361	16.5%	35,114
MAXIMUM WEEK	82	74%	4,150	7.1	143	164	7.5%	23,452
MAXIMUM DAY	88	54%	7,280	7.1	258	22	1.0%	5,698
SEASONAL TOTAL	25% of year					2,189	100%	158,510

Proposed 3,200 SCFM Air-Bearing Single-stage Centrifugal Blower

Transitional Conditions

SCENARIO	ATMOSPHERIC DESIGN CONDITIONS		AIR FLOW (SCFM)	OPERATING PRESSURE (PSIG)	ELECTRICAL REQUIREMENTS (kW)	SEASONAL HOURS (hrs)	SEASONAL OPERATION PERCENTAGE (%)	ANNUAL ELECTRICAL REQUIREMENTS (kW-hr/yr)
	TEMP.	RELATIVE HUMIDITY						
	(°F)	(%)						
MINIMUM DAY	31	88%	797	7.1	48	44	1.0%	2,133
MINIMUM WEEK	40	76%	1,152	7.1	49	329	7.5%	16,232
MINIMUM MONTH	48	76%	1,289	7.1	50	723	16.5%	36,209
AVERAGE ANNUAL	57	70%	1,949	7.1	58	2,190	50.0%	127,489
MAXIMUM MONTH	70	63%	3,025	7.1	95	723	16.5%	69,042
MAXIMUM WEEK	76	63%	4,143	7.1	142	329	7.5%	46,718
MAXIMUM DAY	82	46%	7,268	7.1	257	44	1.0%	11,308
SEASONAL TOTAL	50 % of year					4,382	100%	309,130

SCENARIO	CURRENT SEASONAL ELECTRICAL DEMANDS			TOTAL (kW-hr/yr)
	WINTER	SUMMER	TRANSITIONAL	
	(kW-hr/yr)	(kW-hr/yr)	(kW-hr/yr)	
MINIMUM DAY	1,056	1,107	2,133	4,296
MINIMUM WEEK	7,951	8,449	16,232	32,632
MINIMUM MONTH	17,672	18,907	36,209	72,787
AVERAGE ANNUAL	61,445	65,779	127,489	254,713
MAXIMUM MONTH	32,582	35,114	69,042	136,738
MAXIMUM WEEK	22,140	23,452	46,718	92,310
MAXIMUM DAY	5,368	5,698	11,308	22,374
SEASON TOTAL	148,214	158,507	309,130	615,851

Alternative 3: Proposed 3,200 SCFM Magnetic-Bearing Single-stage Centrifugal Blower

Winter Conditions

SCENARIO	ATMOSPHERIC DESIGN CONDITIONS		AIR FLOW (SCFM)	OPERATING PRESSURE (PSIG)	ELECTRICAL REQUIREMENTS (kW)	SEASONAL HOURS (hrs)	SEASONAL OPERATION PERCENTAGE (%)	ANNUAL ELECTRICAL REQUIREMENTS (kW-hr/yr)
	TEMP.	RELATIVE HUMIDITY						
	(°F)	(%)						
MINIMUM DAY	26	81%	796	7.1	48	22	1.0%	1,065
MINIMUM WEEK	31	72%	1,150	7.1	48	164	7.5%	8,018
MINIMUM MONTH	36	72%	1,287	7.1	49	361	16.5%	17,819
AVERAGE ANNUAL	38	70%	1,946	7.1	56	1,095	50.0%	61,087
MAXIMUM MONTH	40	68%	3,021	7.1	90	361	16.5%	30,348
MAXIMUM WEEK	48	68%	4,137	7.1	135	164	7.5%	22,140
MAXIMUM DAY	55	54%	7,258	7.1	244	22	1.0%	5,368
SEASONAL TOTAL	25 % of Year					2,189	100 %	145,840

Summer Conditions

SCENARIO	ATMOSPHERIC DESIGN CONDITIONS		AIR FLOW (SCFM)	OPERATING PRESSURE (PSIG)	ELECTRICAL REQUIREMENTS (kW)	SEASONAL HOURS (hrs)	SEASONAL OPERATION PERCENTAGE (%)	ANNUAL ELECTRICAL REQUIREMENTS (kW-hr/yr)
	TEMP.	RELATIVE HUMIDITY						
	(°F)	(%)						
MINIMUM DAY	51	92%	798	7.1	51	22	1.0%	1,117
MINIMUM WEEK	64	77%	1,154	7.1	52	164	7.5%	8,520
MINIMUM MONTH	74	77%	1,291	7.1	53	361	16.5%	19,066
AVERAGE ANNUAL	75	76%	1,952	7.1	60	1,095	50.0%	65,376
MAXIMUM MONTH	77	74%	3,044	7.1	90	361	16.5%	32,639
MAXIMUM WEEK	82	74%	4,150	7.1	143	164	7.5%	23,452
MAXIMUM DAY	88	54%	7,280	7.1	259	22	1 %	5,698
SEASONAL TOTAL	25 % of Year					2,189	100 %	155,870

Proposed 3,200 SCFM Magnetic-Bearing Single-stage Centrifugal Blower

Transitional Conditions

SCENARIO	ATMOSPHERIC DESIGN CONDITIONS		AIR FLOW (SCFM)	OPERATING PRESSURE (PSIG)	ELECTRICAL REQUIREMENTS (kW)	SEASONAL HOURS (hrs)	SEASONAL OPERATION PERCENTAGE %	ANNUAL ELECTRICAL REQUIREMENTS (kW-hr/yr)
	TEMP.	RELATIVE HUMIDITY						
	(°F)	(%)						
MINIMUM DAY	31	88%	797	7.1	49	44	1.0%	2,151
MINIMUM WEEK	40	76%	1,152	7.1	50	329	7.5%	16,368
MINIMUM MONTH	48	76%	1,289	7.1	50	723	16.5%	36,510
AVERAGE ANNUAL	57	70%	1,949	7.1	58	2,190	50.0%	126,729
MAXIMUM MONTH	70	63%	3,025	7.1	89	723	16.5%	64,288
MAXIMUM WEEK	76	83%	4,143	7.1	142	329	7.5%	46,718
MAXIMUM DAY	82	46%	7,268	7.1	257	44	1%	11,308
SEASONAL TOTAL	50% of Year					4,382	100%	304,070

SCENARIO	CURRENT SEASONAL ELECTRICAL DEMANDS			TOTAL (kW-hr/yr)
	WINTER (kW-hr/yr)	SUMMER (kW-hr/yr)	TRANSITIONAL (kW-hr/yr)	
MINIMUM DAY	1,065	1,117	2,151	4,332
MINIMUM WEEK	8,018	8,520	16,368	32,905
MINIMUM MONTH	17,819	19,066	36,510	73,395
AVERAGE ANNUAL	61,087	65,376	126,729	253,193
MAXIMUM MONTH	30,348	32,639	64,288	127,275
MAXIMUM WEEK	22,140	23,452	46,718	92,310
MAXIMUM DAY	5,368	5,698	11,308	22,374
SEASON TOTAL	145,845	155,867	304,072	605,784

227 French Landing Drive
Suite 420
Nashville, TN 37228

615 783-1515
hazenandsawyer.com

March 4, 2014

Lori J. Munkeboe
Director, Office of Sustainable Practices
Tennessee Department of Environment and Conservation
312 Rosa L. Parks Ave - Tennessee Tower - 2nd Floor
Nashville, TN 37243

Re: City of Kingsport Clean Tennessee Energy Grant (CTEG) Full Proposal

Dear Ms. Munkeboe:

On behalf of the City of Kingsport, I am pleased to submit the city's full proposal for an energy efficiency project at the city's wastewater treatment plant to be funded under the CTEG program. The department's invitation for a full proposal included the following requirements:

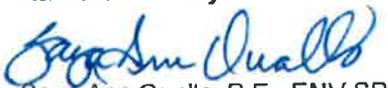
1. An estimate of reductions and/or air emissions (stamped by a licensed Tennessee Professional Engineer)
 - A. A statement whether or not the project reduces the amount of energy used for heating and cooling and an estimate of the energy to be saved.
 - B. An estimate of the emissions to be reduced by the project using EPA's emissions calculator.
2. A 2-year project schedule.

This package contains the following:

1. Estimates of reductions in energy usage and air emissions. Note that the project does not involve heating or cooling, rather the energy used to provide aeration to the activated sludge process at the Kingsport Wastewater Treatment Plant.
2. Project schedule
3. A revised application package to reflect minor modifications to the budget that increased the grant match.

We look forward to your favorable review of this proposal. Should you or your staff have any questions, please feel free to contact me at 615-783-1515 or by email at squalls@hazenandsawyer.com.

**Very Yours Truly,
Hazen and Sawyer**


Saya Ann Qualls, P.E., ENV SP
Associate

Enclosure

cc: Ryan McReynolds, City of Kingsport
Niki Ensor, City of Kingsport



Rev 2

APG-Neuros Turbo Blower Scope of Supply Proposal

Kingsport TN WTTP

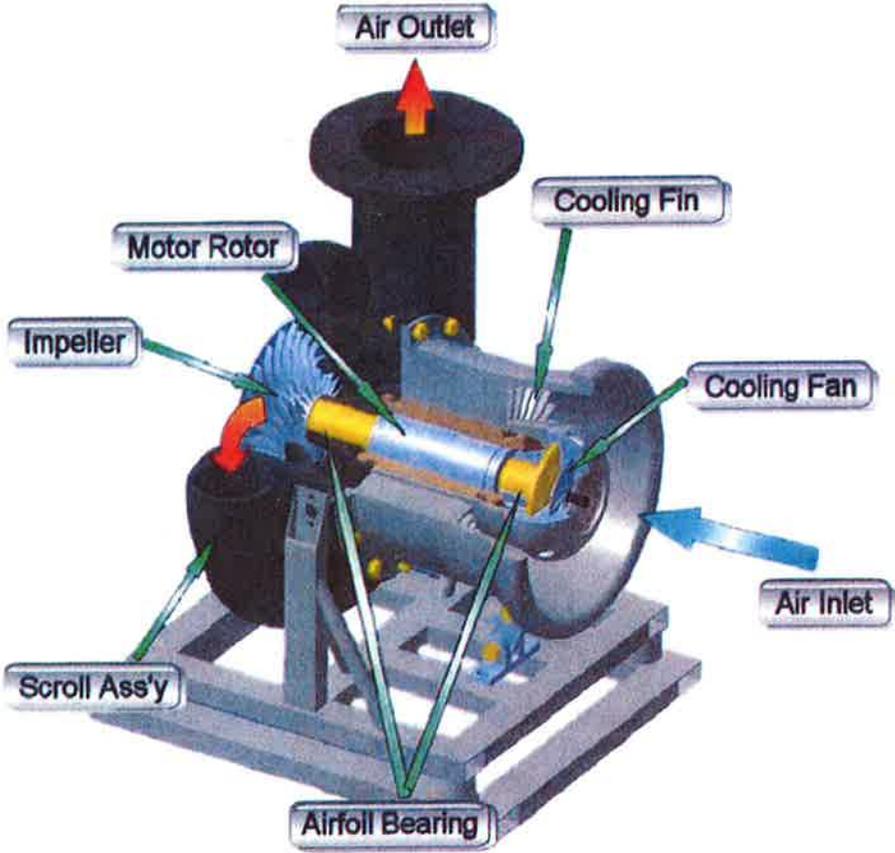
Prepared By APGN Inc. dba APG-Neuros

Sales Representative: BL Anderson

Date

January 10, 2014

Proposal Reference # 1240-100114-BA



APG-Neuros Turbo Blower Core

APGN Inc.

1270 Michele-Bohec, Blainville, QC, J7C-5S4

Tel: 450-939-0799 Fax: 450 939 2115

www.apg-neuros.com

APGN-PM-FORM-193-E, Feb. 21, 2013

APGN proprietary Information



Kingsport TN WTPP - APG- Neuros Turbo Blower - Performance Data

Design Condition #1

Design Requirement Values	Customer Design Condition	Unit1	Unit2
Elevation	1208 Feet	1208 Feet	368 Meters
Inlet Pressure	14.100 PSIA	14.100 PSIA	97.216 KPA
Inlet Temperature	100 Deg.F	100 Deg.F	38 Deg.C
Relative Humidity	60 %	60 %	60 %
Design Discharge Pressure	7.1 PSIG	7.1 PSIG	0.49 Bar,g
Design Air Flow Rate per Blower	3300 SCFM	3770 CFM	5316 Nm3/hr
Total maximum system flow rate	3300 SCFM	3770 CFM	5316 Nm3/hr
Minimum System Flow Rate	1423 SCFM	1625 CFM	2292 Nm3/hr
Number of Blowers - Duty	1 Units	1 Units	1 Units
Number of Blowers - Stand-By	0 Units	0 Units	0 Units

Proposed Blower Performance	Customer Design Condition	Unit1	Unit2
Model	NX150-C060	NX150-C060	NX150-C060
Rate Motor Output Power	150 HP	150 HP	150 HP
Maximum Air Flow rate	3300 SCFM	3770 CFM	5316 Nm3/hr
Surge Air Flow rate	1423 SCFM	1625 CFM	2292 Nm3/hr
Turndown from Maximum Air Flow rate	57 %	57 %	57 %
Shaft Power @ Design	146.9 bhp	146.9 bhp	146.9 bhp
Wire-to-Air Power @ Design	122.8 kW	122.8 kW	122.8 kW
Discharge Temperature @ Design	202 Deg.F	202 Deg.F	94 Deg.C
Maximum Discharge Pressure	11.1 PSIG	11.1 PSIG	0.76 Bar,g
Pressure Rise-to-Surge	4.0 PSIG	4.0 PSIG	0.27 Bar,g

Additional Information	English Unit	Metric Unit
Maximum Noise Level @ 3 feet	80 dBA	80 dBA
Dimensions per Blower, L / W / H	69/30/59 inches	1750/770/1500 mm
Weight per Unit	1911 lbs	867 kgs
Heat Rejection to Blower Room	0 kW	0 kW
Blower Cooling Requirements	0 kW	0 kW
Input Voltage/Phase/Frequency	480/3/60 V/Phase/Hz	480/3/60 V/Phase/Hz
Blower Full Load Amperage	162 Amps	162 Amps
Blower Inlet Air Entry type	Louvered	Louvered
Inlet Flange Size	16 inches	400 mm
Discharge Flange Size	12 inches	300 mm

Note:

Performance data is based on ASME PTC 10 Type 2 at core Inlet with a Tolerance of $\pm 5\%$ on flow values and ± 2 dBA on noise level
 SCFM is based on reference conditions of 14.696PSIA, 68degF, 36% Relative Humidity
 Nm3/hr is based on reference conditions of 101.325kPa, 0degC, 0% Relative Humidity



Kingsport TN WTPP - APG- Neuros Turbo Blower - Performance Data

Design Condition #2

Design Requirement Values	Customer Design Condition	Unit1	Unit2
Elevation	1208 Feet	1208 Feet	368 Meters
Inlet Pressure	14.100 PSIA	14.100 PSIA	97.216 KPA
Inlet Temperature	75 Deg.F	75 Deg.F	24 Deg.C
Relative Humidity	75 %	75 %	75 %
Design Discharge Pressure	7.1 PSIG	7.1 PSIG	0.49 Bar.g
Design Air Flow Rate per Blower	3300 SCFM	3537 CFM	5256 Nm3/hr
Total maximum system flow rate	3300 SCFM	3537 CFM	5256 Nm3/hr
Minimum System Flow Rate	1478 SCFM	1585 CFM	2355 Nm3/hr
Number of Blowers - Duty	1 Units	1 Units	1 Units
Number of Blowers - Stand-By	0 Units	0 Units	0 Units
Proposed Blower Performance	Customer Design Condition	Unit1	Unit2
Model	NX150-C060	NX150-C060	NX150-C060
Rate Motor Output Power	150 HP	150 HP	150 HP
Maximum Air Flow rate	3403 SCFM	3647 CFM	5420 Nm3/hr
Surge Air Flow rate	1478 SCFM	1585 CFM	2355 Nm3/hr
Turndown from Maximum Air Flow rate	57 %	57 %	57 %
Shaft Power @ Design	136.0 bhp	136.0 bhp	136.0 bhp
Wire-to-Air Power @ Design	113.7 kW	113.7 kW	113.7 kW
Discharge Temperature @ Design	170 Deg.F	170 Deg.F	77 Deg.C
Maximum Discharge Pressure	11.1 PSIG	11.1 PSIG	0.76 Bar.g
Pressure Rise-to-Surge	4.0 PSIG	4.0 PSIG	0.27 Bar.g
Additional Information	English Unit	Metric Unit	
Maximum Noise Level @ 3 feet	80 dBA	80 dBA	
Dimensions per Blower, L / W / H	69/30/59 inches	1750/770/1500 mm	
Weight per Unit	1911 lbs	867 kgs	
Heat Rejection to Blower Room	0 kW	0 kW	
Blower Cooling Requirements	0 kW	0 kW	
Input Voltage/Phase/Frequency	480/3/60 V/Phase/Hz	480/3/60 V/Phase/Hz	
Blower Full Load Amperage	162 Amps	162 Amps	
Blower Inlet Air Entry type	Louvered	Louvered	
Inlet Flange Size	16 inches	400 mm	
Discharge Flange Size	12 inches	300 mm	

Note:

Performance data is based on ASME PTC 10 Type 2 at core inlet with a Tolerance of $\pm 5\%$ on flow values and ± 2 dBA on noise level
 SCFM is based on reference conditions of 14.696PSIA, 68degF, 36% Relative Humidity
 Nm3/hr is based on reference conditions of 101.325kPa, 0degC, 0% Relative Humidity



Kingsport TN WTPP - APG- Neuros Turbo Blower - Performance Data

Design Condition #3

Design Requirement Values	Customer Design Condition	Unit1	Unit2
Elevation	1208 Feet	1208 Feet	368 Meters
Inlet Pressure	14.000 PSIA	14.000 PSIA	96,527 KPA
Inlet Temperature	36 Deg.F	36 Deg.F	2 Deg.C
Relative Humidity	70 %	70 %	70 %
Design Discharge Pressure	7.1 PSIG	7.1 PSIG	0.49 Bar,g
Design Air Flow Rate per Blower	3300 SCFM	3244 CFM	5198 Nm3/hr
Total maximum system flow rate	3300 SCFM	3244 CFM	5198 Nm3/hr
Minimum System Flow Rate	1553 SCFM	1527 CFM	2446 Nm3/hr
Number of Blowers - Duly	1 Units	1 Units	1 Units
Number of Blowers - Stand-By	0 Units	0 Units	0 Units
Proposed Blower Performance	Customer Design Condition	Unit1	Unit2
Model	NX150-C060	NX150-C060	NX150-C060
Rate Motor Output Power	150 HP	150 HP	150 HP
Maximum Air Flow rate	3553 SCFM	3493 CFM	5596 Nm3/hr
Surge Air Flow rate	1553 SCFM	1527 CFM	2446 Nm3/hr
Turndown from Maximum Air Flow rate	56 %	56 %	56 %
Shaft Power @ Design	121.0 bhp	121.0 bhp	121.0 bhp
Wire-to-Air Power @ Design	101.1 kW	101.1 kW	101.1 kW
Discharge Temperature @ Design	122 Deg.F	122 Deg.F	50 Deg.C
Maximum Discharge Pressure	11.0 PSIG	11.0 PSIG	0.76 Bar,g
Pressure Rise-to-Surge	3.9 PSIG	3.9 PSIG	0.27 Bar,g
Additional Information	English Unit	Metric Unit	
Maximum Noise Level @ 3 feet	80 dBA	80 dBA	
Dimensions per Blower, L / W / H	69/30/59 inches	1750/770/1500 mm	
Weight per Unit	1911 lbs	867 kgs	
Heat Rejection to Blower Room	0 kW	0 kW	
Blower Cooling Requirements	0 kW	0 kW	
Input Voltage/Phase/Frequency	480/3/60 V/Phase/Hz	480/3/60 V/Phase/Hz	
Blower Full Load Amperage	162 Amps	162 Amps	
Blower Inlet Air Entry type	Louvered	Louvered	
Inlet Flange Size	16 inches	400 mm	
Discharge Flange Size	12 inches	300 mm	

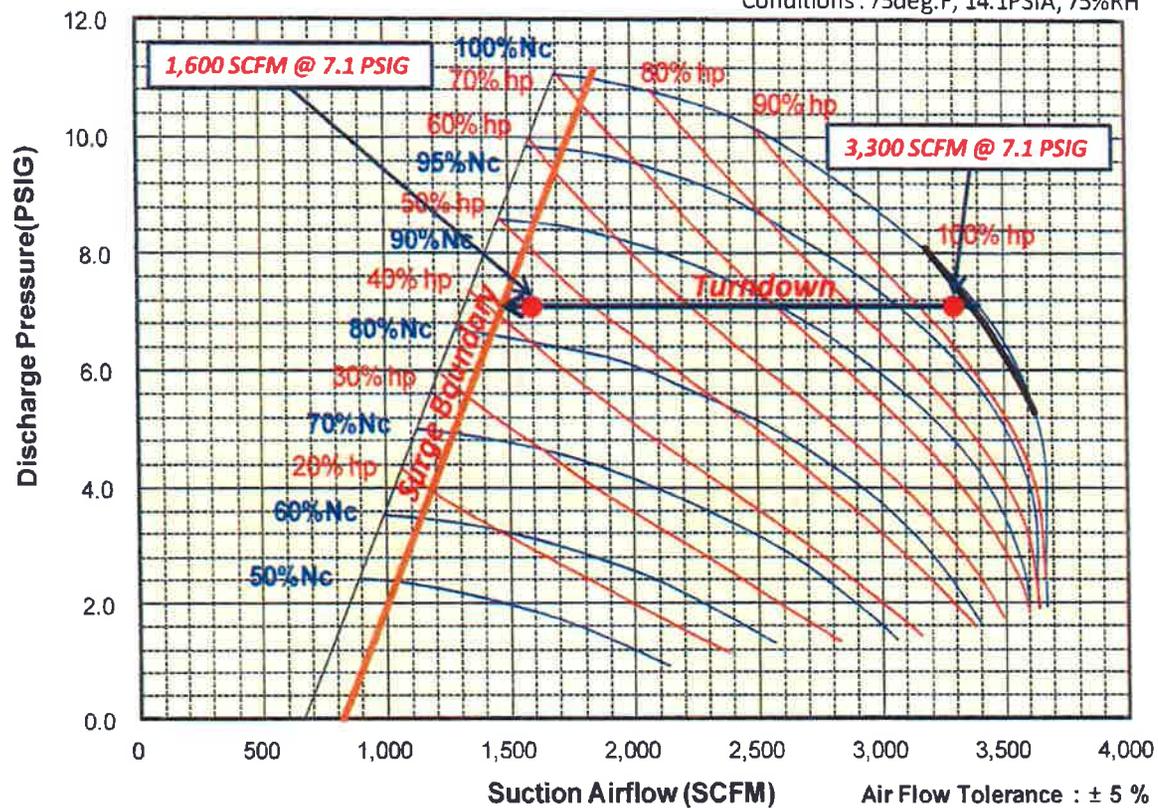
Note:

Performance data is based on ASME PTC 10 Type 2 at core inlet with a Tolerance of $\pm 5\%$ on flow values and ± 2 dBA on noise level
 SCFM is based on reference conditions of 14.696PSIA, 68degF, 36% Relative Humidity
 Nm3/hr is based on reference conditions of 101.325kPa, 0degC, 0% Relative Humidity

Kingsport TN WTPP - APG - Neuros Turbo Blower - Performance Curves

PERFORMANCE CHARACTERISTICS OF NX150N-C060

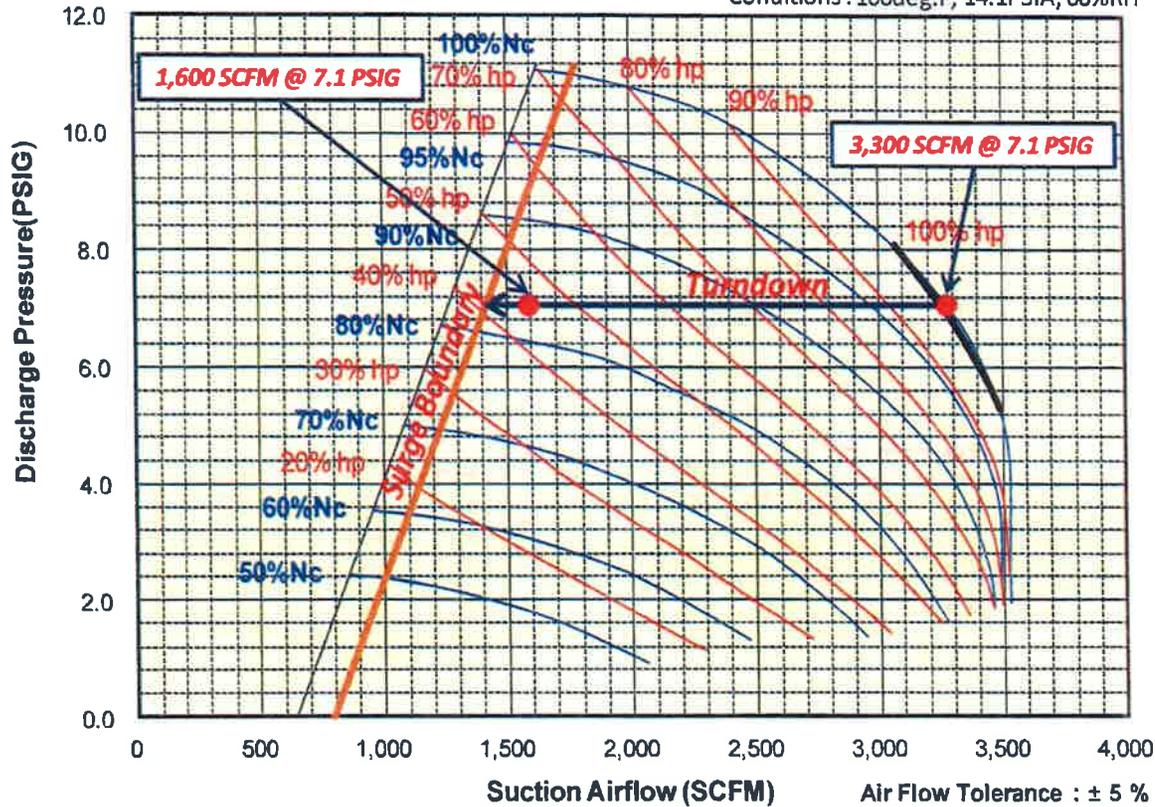
Conditions : 75deg.F, 14.1PSIA, 75%RH



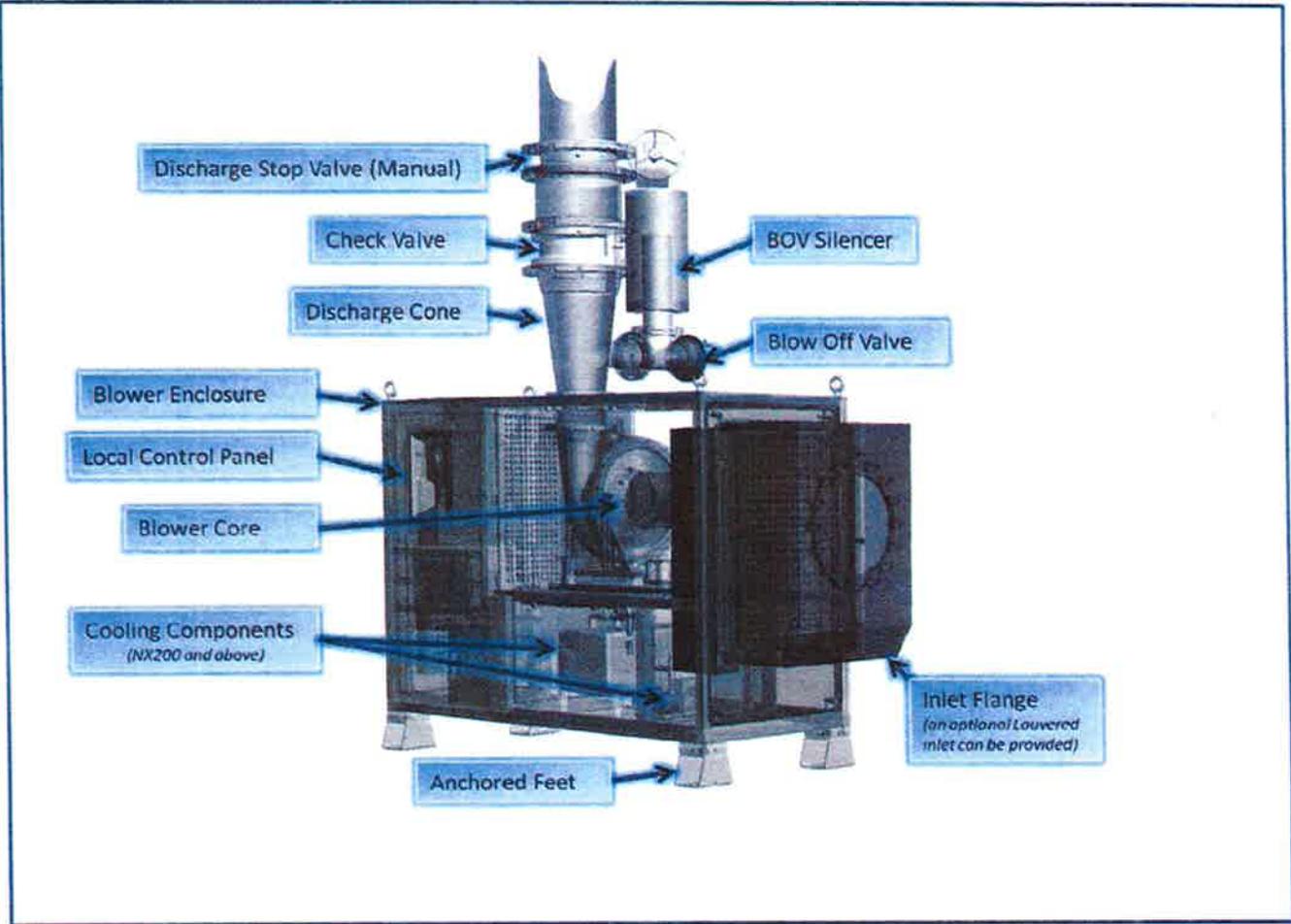
Kingsport TN WTPP - APG - Neuros Turbo Blower - Performance Curves

PERFORMANCE CHARACTERISTICS OF NX150N-C060

Conditions : 100deg.F, 14.1PSIA, 60%RH



APG - Neuros Turbo Blower - Blower Components

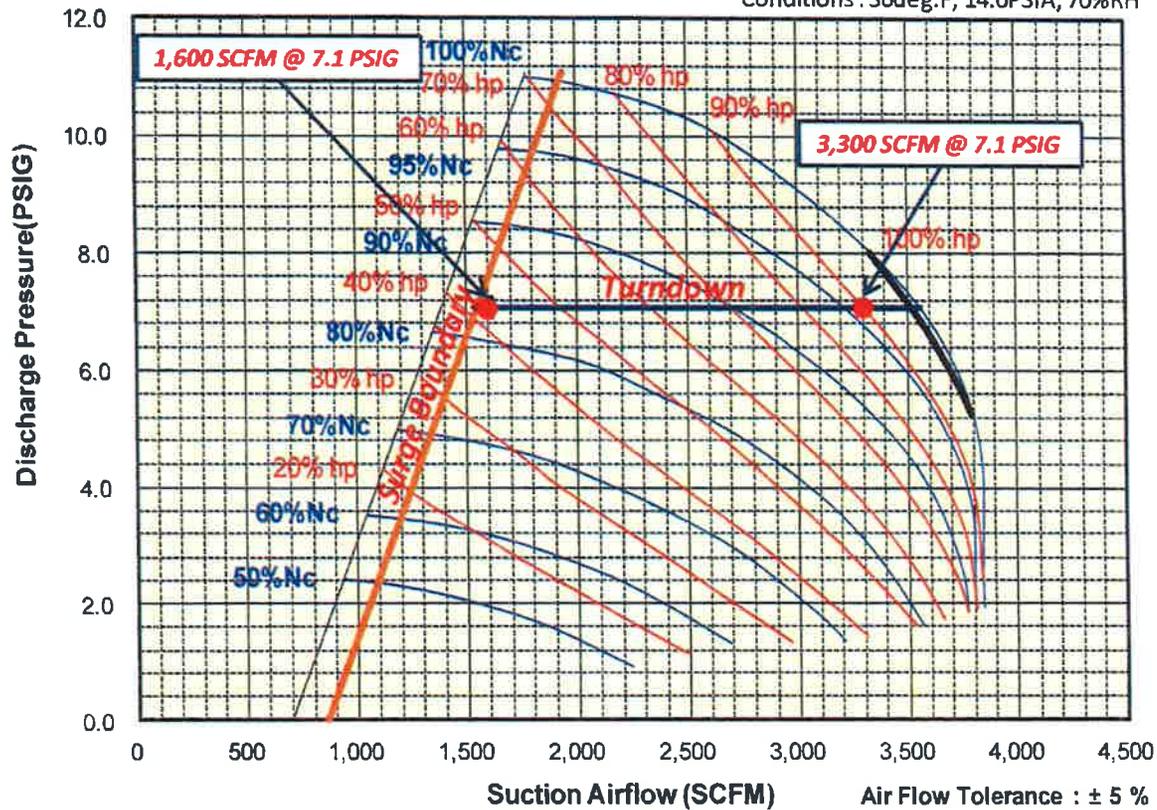




Kingsport TN WTPP - APG - Neuros Turbo Blower - Performance Curves

PERFORMANCE CHARACTERISTICS OF NX150N-C060

Conditions : 36deg.F, 14.0PSIA, 70%RH





Kingsport TN WTPP - APG - Neuros Turbo Blower - Scope of Supply

APG-Neuros Inc. agrees to sell to the Buyer, the equipment designated as included in the scope of supply below, subject to the Seller's General Terms and Conditions of Sales available upon request and special conditions outlined herein in this proposal.

1. Standard Turbo Blower Equipment (Included)

1.1 Blower Package

1. Blower Core with Permanent Magnet Synchronous Motor, Air Bearing and Forged Impeller
2. High Performance Variable Speed Drive / Inverter
3. Local Control Panel for Control and Monitoring with Allen Bradley - MicroLogix 1400 PLC
4. Remote Control capability via Ethernet, LAN or Hard wiring
5. Temperature Sensors for motor, bearing, inlet and discharge air flow
6. Pressure Sensors for discharge conditions
7. Pressure Sensor and alert for air filter condition
8. Built in Flow Calculation
9. Built in Speed Measurement
10. Internal Expansion Joint
11. Internal vibration and dynamic effect Absorption Mounts
12. Line Input Reactor to maintain high power factor
13. Sinewave (Sinus) Filter
14. Built in Air Filter to within Ten Micron filtration
15. Voltage Surge Protection
16. Uninterruptable Power Supply (UPS) - Industrial grade with 10 minute power supply to the Blower PLC
17. All the component above are included in a Sound Enclosure

1.2 Standard Ship Loose Accessories

Each blower is shipped with One (1) set of the following ship loose items

1. One (1) US Valve Wafer Style Discharge Check Valve **
2. One (1) ABZ Discharge Butterfly Valve **
3. One (1) Maxi Joint EPDM Discharge Duct Expansion Joint (w/retaining rings and control rods)**
4. One (1) Discharge Cone**
5. One (1) Blow-off Valve to blow off air flow during start / shutdown
6. One (1) Blow-off Silencer

**Sizes as indicated on the performance data sheet.

2. Equipment Adders

A - Master Control Panel to operate multi-blowers (Not Included unless specified in Price sheet)

1. Complete standalone computer system, built with its own state of the art technology microprocessor in a self contained enclosure.
2. MCP operates based on input and output signals to control on line blowers and other flow equipment based on command point

B - Harmonic Filters (Not Included unless specified in Price sheet)

1. Meets IEEE 519 standards
2. Can be Included inside the blower enclosure or as a stand alone unit

C - Vibration Sensor (Not Included unless specified in Price sheet)

1. Vibration sensor with transmitter

<u>Model</u>	<u>Price Adder (per unit)</u>
NX150	\$2,750



Kingsport TN WTPP - APG - Neuros Turbo Blower - Scope of Supply

3. Standard Documentation (Included)

- A. Submittal Information: PDF Electronic File**
1. Bill of Material
 2. Installation Drawings
 3. Electrical and Control Drawings
 4. Operation and Maintenance Manual
 5. Commissioning Instructions

4. Standard Tests

1. Standard Blower Package Functional Acceptance Test *included*
 2. PTC-10 Factory Performance Test - available for additional cost upon request
 3. Optional Functional tests with Plant LC - available for additional cost upon request
 4. Optional Aeration System Control functional system test - available for additional cost upon request
- For any Factory witnessed testing or additional tests, please contact APG-Neuros for a price quote.**

5. Spare parts (on site)

1. One (1) set of Air Filter Elements per blower

6. Quality Assurance and Control and Product Certification

- A. Neuros Quality Assurance program is ISO 9001 certified on the basis of Neuros Co. Ltd.
- B. Neuros Turbo Blower is UL / CSA certified
- C. Turbo Blower UL 1450 (UL508A certification is supplied as an option)
- D. Turbo Blower is CE certification is supplied as an option.

7. Start-up and Factory Testing Service:

Unless included in the Price, start-up and operator training is available at US \$2,000 per day plus travel and living expenses billed at cost, plus 10%. Advance notification of 15 working days is required for scheduling.

8. Proposal Validity and Seller Terms and Conditions

- A. Unless otherwise specified elsewhere in the Sales Agreements, the prices in this proposal are valid for ninety (90) days from the issue date on the cover page.
- B. This proposal, unless otherwise specified herein this document, is subject to the Seller's General Terms and Conditions of Sales available upon request.
- C. The final selling price is subject to change contingent on final conformed specification review, if applicable.

9. Payment Terms:

Payments shall be made as follows:

- 15% upon issuance of shop drawings
- 75% at delivery to Jobsite or offer to ship based on agreed upon schedule
- 10% upon Start-up, no later than 90 days after Delivery
- All invoices are paid Net 30 Days
- 1.5% Interest charge per month will be added to past due accounts.

Letter of Credit listing draw of payments against above deliverables will apply for Sales outside US and Canada.

100 % of Invoice amount shall be payable by bank wire transfer without deduction and to be paid Net 30 days after invoice date.

Payment shall not be dependent on the buyer being paid by any third parties or equipment acceptance by owner.



Kingsport TN WTPP - APG - Neuros Turbo Blower - Scope of Supply

10. Submittals or Shop Drawings:

Submittal package will be provided within 2-3 weeks after acceptance of the Purchase Order by APG-Neuros.

11. Shipment:

Shipping terms, unless otherwise stated in price details, shall be Ex Works Factory

Shipment will be made 16 weeks after acceptance of Purchase Order by APG-Neuros or 12-14 weeks after approval of Submittals, whichever ever occurs last.

Add Five percent (5%) escalation to Price for each partial or full quarter that shipment is extended beyond one year after order acceptance.

12. Warranty

A. Standard Warranty (INCLUDED)

One (1) year from commissioning date or Eighteen (18) months from delivery, whichever occurs first.

Warranty will begin upon successful completion of start-up and certification for full-scale operation by APG-Neuros, or Eighteen (18) months after shipment, whichever occurs first. Under no circumstances will the warranty begin upon "beneficial use", completion of the project, or acceptance of the equipment as determined by the Engineer or End User.

B. Extended Warranty (OPTIONAL - Not Included)

Warranty extension available included in Maintenance Cost Guarantee program described in Item C below.

C. Maintenance Cost Guarantee (OPTIONAL - Not Included)

All inclusive maintenance and warranty cost coverage beyond first year is available at additional cost.

13. Technical and Spares Support

Technical service personnel as required to support start-up and technical service is available at additional cost.

14. Items Not Included:

Blower Installation, anchor bolts, interconnecting pipe of any kind, Electrical & Control Items outside Blower Package, fittings, bolts, nuts, gaskets, wiring, valves, taxes and duties, or any other items not specifically listed above are not included in this proposal.



Kingsport TN WTPP - APG - Neuros Turbo Blower - Price & Summary

Budgetary Price (U.S. Dollars, 2014 Economy Year)
 January-10-14

The following equipment is included in this proposal;

Blower Description

Model	NX150-C060
Motor Rating	150 HP
Total Quantity, Units	1
Blower Enclosure Inlet Air Entry Type	Louvered
Design Air Flow Rate per Blower	3300 SCFM
Design Discharge Pressure	7.1 PSIG

Blower Accessories (One set per blower)

US Valve Wafer Style Discharge Check Valve **	12 inches
ABZ Discharge Butterfly Valve **	12 inches
Maxi Joint EPDM Discharge Duct Expansion Joint (w/retaining rings and control rods)**	12 inches

***Sizes as indicated on the performance data sheet.*

Price per Unit	\$126,000
Total Equipment Price	\$126,000

Notes

Unless otherwise specified else where in this proposal,
 Shipping and Handling
 Taxes and Duties are
 Start Up and Training

**Ex Works Factory
 Not included
 Not included**

SULZER**BUDGET
QUOTATION**

Attn: Kelli Jamison
Company: Southern Sales Company, Inc.
Ph No.: (614) 626-3860
Fax No.: (614) 626-3861
E-Mail: Kjamison@southernsalesinc.com

From: Jim Torony
Company: Sulzer Pump Solutions (US) Inc.
Ph No.: (203) 514-4299
Fax No.: (203) 238-0738
E-Mail: Jim.Torony@sulzer.com

Subject: Kingsport, TN

Quote No.

2014-MUN-09 - Rev. 0

DATE

1/10/2014

Prices are in USD

FOB: Sulzer ABS Factory

Sulzer ABS Standard Terms
and Conditions ApplyDelivery: 26-28 Weeks
After Complete Approval

Submittals: 2 - 4 weeks

Validity: 30 Days

Item	Qty	Description	Subtotal
1		High Speed Turbo Compressors	
		Configuration is 1 operating plus 0 standby	
	1	Turbo Compressor HST 20-6000-1-U150-48, 480/3/60	
	1	Profibus communication	
		Inlet Accessories	
	1	Integral Inlet Filter	
	1	Inlet Silencer (integral with blower unit)	
		Outlet Accessories	
	1	Outlet Silencer - 12"	
	1	Outlet Flexible Joint Steel - 12"	
	1	Back Flow Barrier, Flapper Type - 12"	
	1	Manual Outlet Valve - 12"	
		Spare Parts	
	1	Cabinet Cooling Filter - (2 / blower)	
	1	Inlet Filter Cartridge - Integral (3 / blower)	
		Testing - Warranty	
	1	Non-Witness Testing - Per Factory Standard	
	1	Additional Test Points	
	1	Balancing Report	
	1	Hydrostatic Pressure Test Certificate	
	1	Factory Certificates	
	1	Standard Warranty (2 years)	
	1	Transport Packaging by Sea	
	1	Accessories Packaging	



TECHNICAL QUOTATION REMARKS SULZER ABS TURBOCOMPRESSOR HST

Each ABS Turbocompressor HST is offered with the following standard package features and accessories included.

- 1) High Speed Unit including with Impeller, Motor, Labyrinth Seal, Magnetic Bearing System mounted on a skid
- 2) Temperature sensors for inlet and outlet, motor, VFD & MBC
- 3) Pressure sensors for inlet and outlet
- 4) Differential pressure sensor for inlet filter high pressure notification
- 5) Built in flow and speed measurement
- 6) Volute with Inlet & Outlet flanges
- 7) Magnetic Bearing Controller, MBC-12
- 8) High Performance Vacon NX VFD
- 9) RFI Filter & AC Choke for harmonic distortion attenuation
- 10) Blow Off Valve, electro-pneumatically controlled plug type
- 11) Control Cabinet with power interlock switch and local detachable HMI with display
- 12) Acoustic Noise Enclosure (see appendix for guaranteed dB(A))
- 13) UPS for Magnetic Bearing Controller
- 14) Modem for remote monitoring of MBC Terminal strips
- 15) Technical Specification, Cut Sheets, Installation Manual, Commissioning, Manual, Operators Manual, Layout Drawings & Accessory Drawings

Factory Performance Test, only one blower, non-witnessed, in conformance with ISO 5389:1992 - Turbocompressors, VDI 2045:1993 – Acceptance and Performance Tests on Turbocompressors & Displacement Compressors.

TERMS AND CONDITIONS: ABS Standard Terms & Conditions apply.



TECHNICAL QUOTATION REMARKS SULZER ABS TURBOCOMPRESSOR HST

Comments & Exceptions:

- 1) Above items only; additional accessories available upon request.
- 2) No special tools are required
- 3) ABS's standard product is offered.
- 4) Anchor bolts are not included
- 5) Supply and installation of interconnecting communications cabling between each turbocompressor and the MCU (if supplied).
- 6) Installation of compressor units, accessories and associated pipe work
- 7) Supply and installation of electrical power and signal cables to each turbocompressor and the MCU (if supplied)
- 8) Provision of any further instrumentation other than that contained within each turbocompressor or the MCU (if supplied). This also excludes the pressure or D.O. transducer required to generate the 4-20ma signal for compressor control.
- 9) Pipe insulation as deemed necessary by the client to prevent contact with hot pipes.
- 10) Reasonable access to the site and working area to enable continuous installation.
- 11) Free access to facilities
- 12) The compressors are to be installed in a compressor room constructed by others.
- 13) The compressor room floor will be flat and level to standard civil tolerances.
- 14) That the ABS Turbocompressor HST can be off loaded and placed directly into the compressor building
- 15) Cable tray or ducts to each compressor for the communications cabling will be supplied and installed by others.
- 16) The above price does not include sales tax or other costs unless specifically included in this proposal.

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Appendix

- 1) Performance Graph
- 2) Technical Data Sheet
- 3) Turbocompressor Control Schematic
- 4) Master Control Unit Options
- 5) Typical ABS Turbocompressor HST layout drawing
- 6) Compressor Test Code Comparison
- 7) Warranty



SULZER ABS TURBOCOMPRESSOR HST

APPENDIX

**High Turbocompressor HST
Performance**



Date: 10-Jan-14

Quote No.: 2014-MUN-09-R0

HST 20-6000-1-U150 -48

Plant Location: **Kingsport, TN**

Total Design Air Flow: **3,300 SCFM**
Units: **1 Units -**

Air Flow Per Unit: **3,300 SCFM**
1 Operating + No Installed Spare

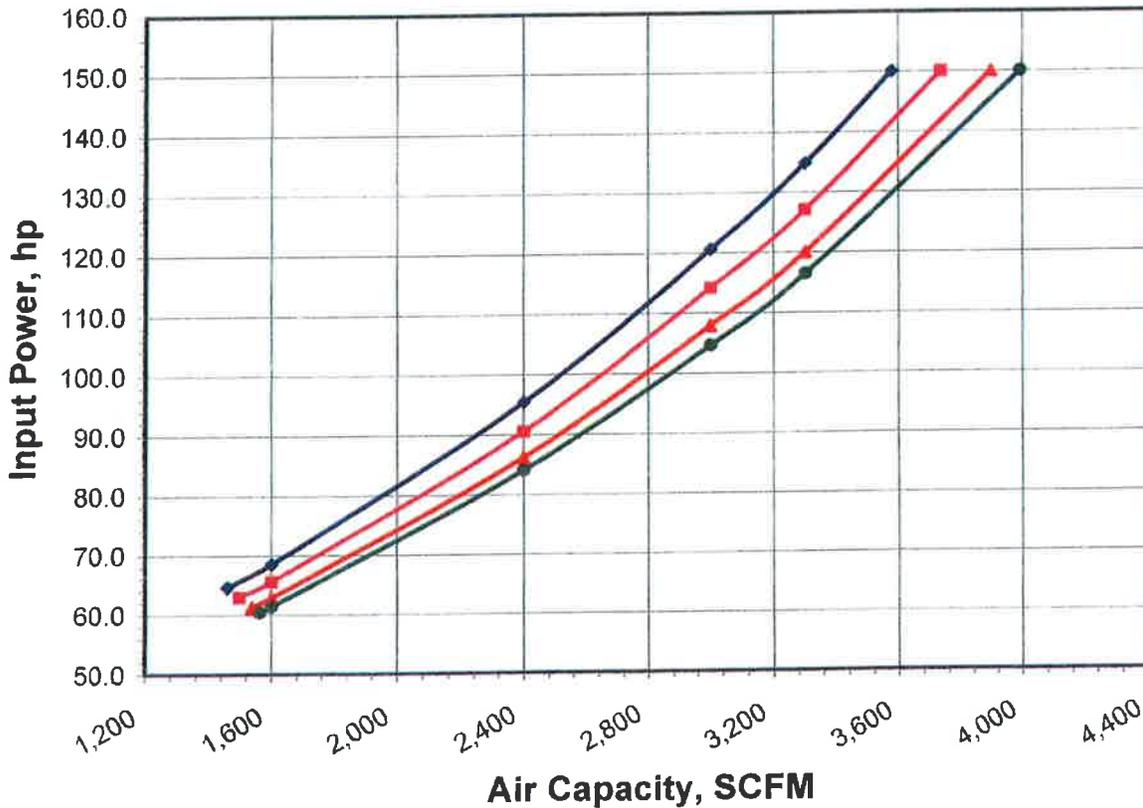
Maximum Input Power: **150 HP**
Electric Power: **480 / 3 / 60**
Maximum Motor Speed: **24,900 RPM**

Operating Pressure Ratio: **1.51**
Altitude: **1,190 Ft.**
Ambient Pressure: **14.08 psia**
Differential Pressure: **7.10 psi**

Operating Pressure Ratio Limit: **1.94**
Discharge Pressure: **21.18 psia**
Inlet Losses: **0.06 psia**

Clean Atmospheric Air		
Inlet Temp. °F	RH %	Legend
100	60	◆
75	75	■
50	70	▲
36	70	●

Blower Performance



Please note that the input power is the wire to air power and includes all losses associated with the VFD, Motor, Impeller, etc.

ABS turbocompressor HST 20

Single-stage centrifugal compressor for absolutely oil-free supply of air. The turbocompressor featuring variable speed control for continuously variable power optimization according to the changes in inlet conditions and differential pressure.

Construction

- * Integrated high speed electric motor
- * Frequency converter
- * Totally oil-free magnetic bearings
- * Blow-off valve with silencer
- * Local control
- * All safety control required for monitoring
- * Sound isolation enclosure
- * All mounted on a common base plate
- * Accessories for Inlet/outlet (as options)

High speed electric motor

Air cooled variable speed high frequency electric motor. The impeller and the motor cooling fan are mounted directly to the motor shaft. Vertically mounted motor with magnetic bearings and variable rotation speed.

Frequency converter

In-built frequency converter for variable motor speed control and optimal efficiency at all operation points. Start-up with soft start function. Includes RFI-filter that attenuates the radio frequency interference.

Impeller

Impeller shaped from a solid piece of high-strength aluminium alloy on a numerical machining center in CAM technology. Impeller design with 3 dimensional shaped blades, individually optimized to the design range of the compressor.

Magnetic bearings

Two radial bearings with 8 pole magnets each and two axial magnetic bearing with 2 pole magnets each and continuous rotor position measurement controlled by active magnetic bearing controller. Including RFI-filter.

Features:

- * No mechanical contact between surfaces
- * No mechanical friction
- * No wearing
- * No oil lubrication
- * Vibration free operation
- * Continuous rotor balance monitoring and unbalance compensation



Directives

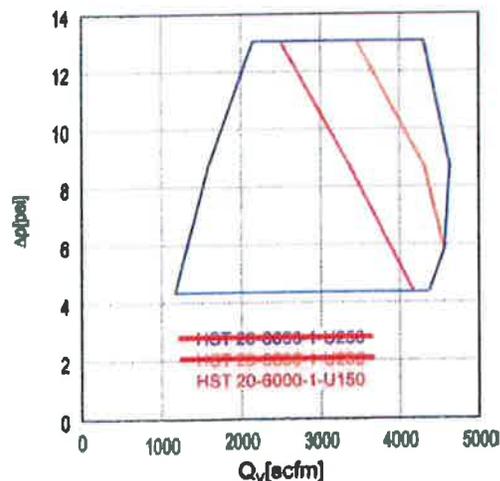
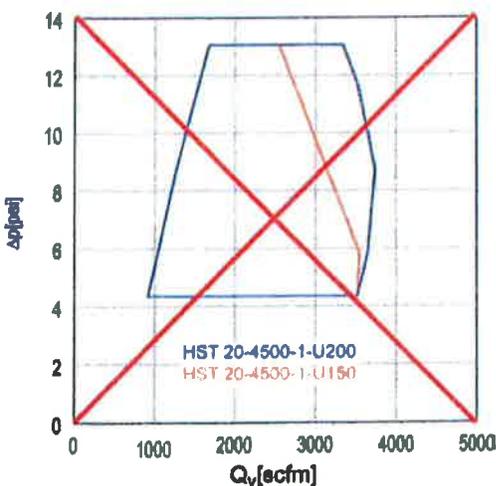
- * Available as CE¹ or UL certified
- * ¹Machinery Directive (MD), 2006/42/EC, 2009/127/EC
- * ¹Low Voltage Directive (LVD), 2006/95/EC
- * ¹Electromagnetic Compatibility (EMCD), 2004/108/EC

The product is designed and manufactured to be connected to industrial network in accordance with EN 61800-3 standard. (EMC product standard for adjustable speed electrical power drive system.)

Test run

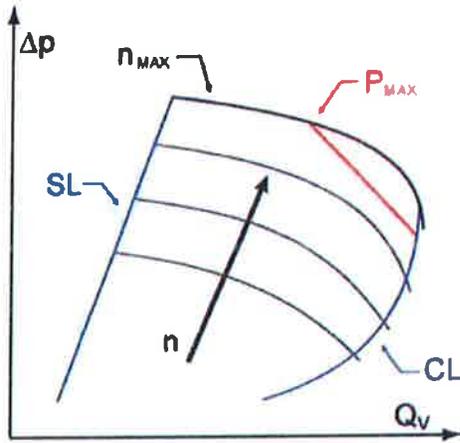
Performance test and acceptance will be performed on Sulzer test stand and attested. The design values of the performance are guaranteed within a manufacturing tolerance of $\pm 2\%$. The test can be carried out according to:

- * ISO 5389
- * ASME PTC10



Flow control

The variable speed drive automatically adjusts to the changing requirements giving optimal energy consumption.



The operation area of the compressor is presented as a performance map where:

- * Volume flow rate [Q_v]
- * Pressure rise [p]
- * Rotational speed [n]

The limits are programmed in the application software:

- * Surge limit [SL]
- * Choke limit [CL]
- * Power limit [P_{max}]
- * Speed limit [n_{max}]

Compressor control

Connections
Analog and Digital I/O as standard
Ethernet
Profibus, Modbus or DeviceNet (as an option)
Local control and monitoring
Color touch screen
Widely customizable monitoring content to suit individual requirements
Visualized efficiency monitoring for optimal energy usage
Extensive diagnostics, trends and log files
Remote control and monitoring
Available via internet, local network or modem (as an option)

Cooling air quality

Permitted chemical vapours according to IEC 60721-3-3 class 3C3	Ave. / Max PPM (volume)
Sulphur dioxide (SO ₂)	1.85 / 3.7
Hydrogen sulphide (H ₂ S)	2.1 / 7.1
Chlorine (Cl)	0.1 / 0.34
Hydrogen chloride (HCl)	0.66 / 3.3
Hydrogen fluoride (HF)	0.12 / 2.4
Ammonia (NH ₃)	14 / 49
Ozone (O ₃)	0.05 / 0.15
Nitrogen oxides (NO _x)	1.56 / 4.68

Compressor data

	HST 20-				
	4500-1-U150	4500-1-U200	6000-1-U150	6000-1-U200	6000-1-U250
Air flow range [scfm]	1000-3200	1000-3500	1300-3700	1300-4000	1300-4400
Pressure rise [psi]	4.4-13.3	4.4-13.3	4.4-13.3	4.4-13.3	4.4-13.3
Max noise level [dB]	70	70	70	70	70
Input power [hp]	150	200	150	200	250
Max. current (480V) [A]	148	197	148	197	246
Max. current (580V) [A]	122	163	122	163	204
Power supply [V]	400-600	400-600	400-600	400-600	400-600
Input power frequency [Hz]	50 /60	50 /60	50 /60	50 /60	50 /60
Protection class	IP 33D				
Thermal protection	Pt100	Pt100	Pt100	Pt100	Pt100

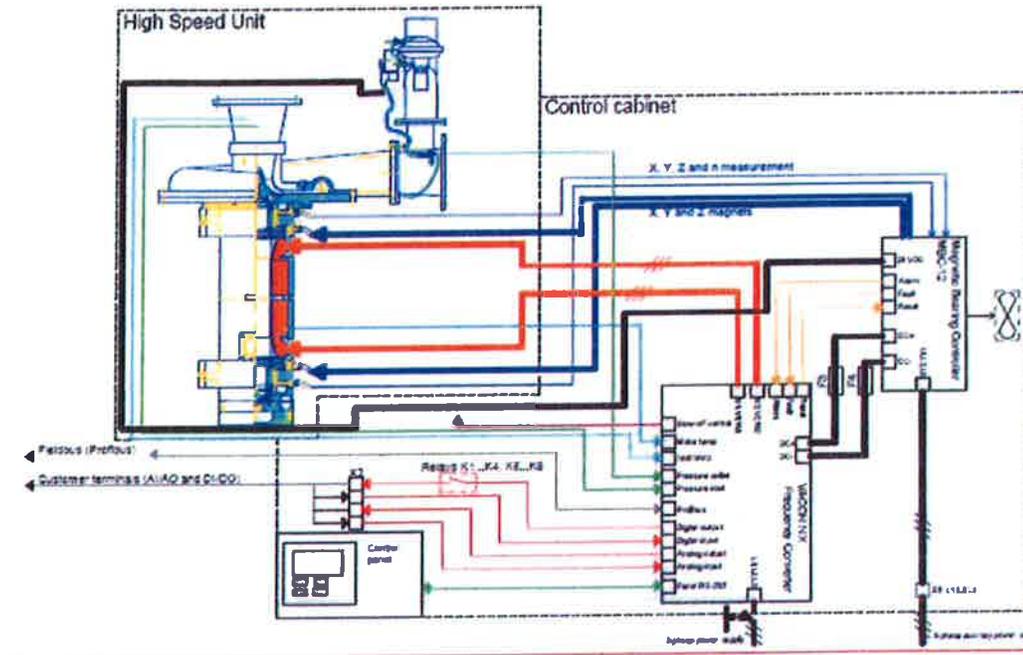
ABS turbocompressor HST 20 (UL) US 2012-10-01 | We reserve the rights to alter specifications due to technical developments.



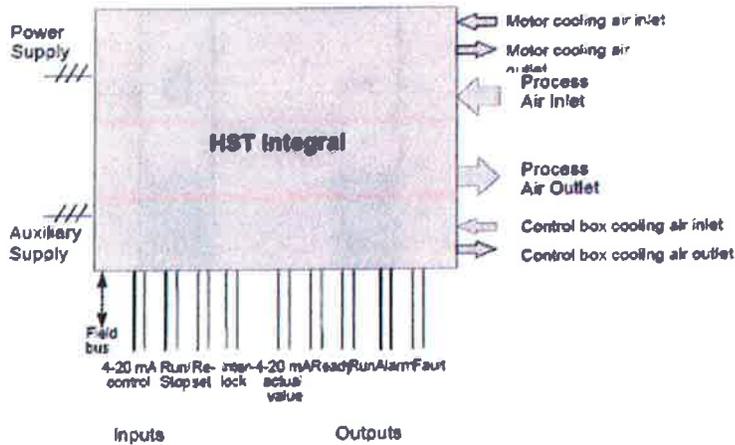
Sulzer Pump Solutions Finland Oy, Turvekuja 6, 00700 Helsinki
 Tel +358 7 5324 0300, Fax +358 9 55 80 53
 www.sulzer.com



Turbocompressor HST Control Schematic

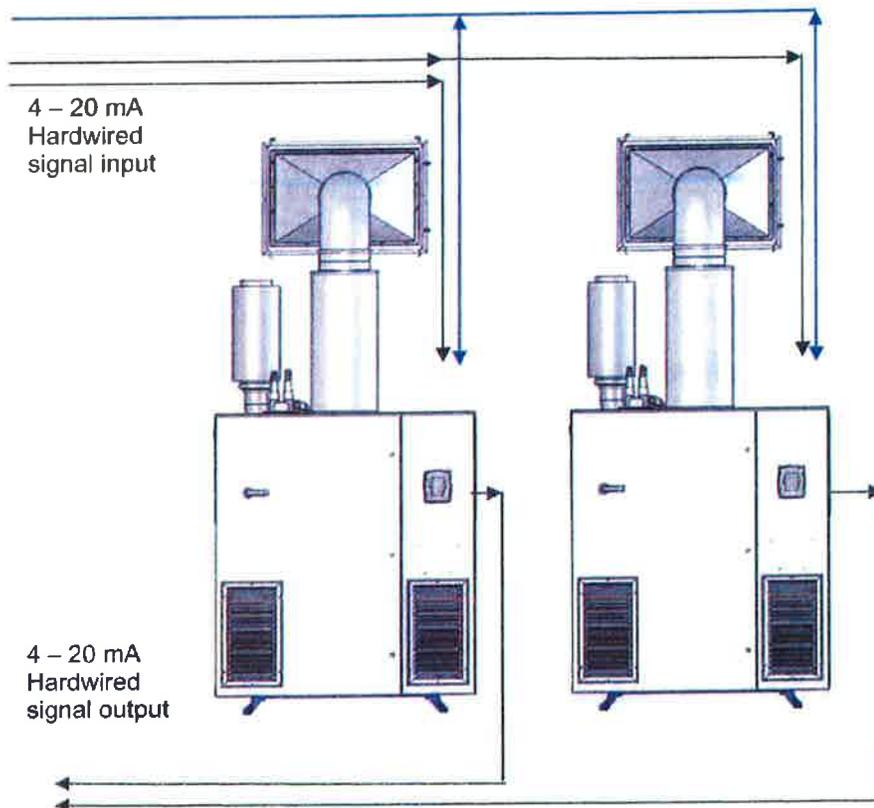


CONNECTIONS



Turbocompressor HST Communication Options without MCU

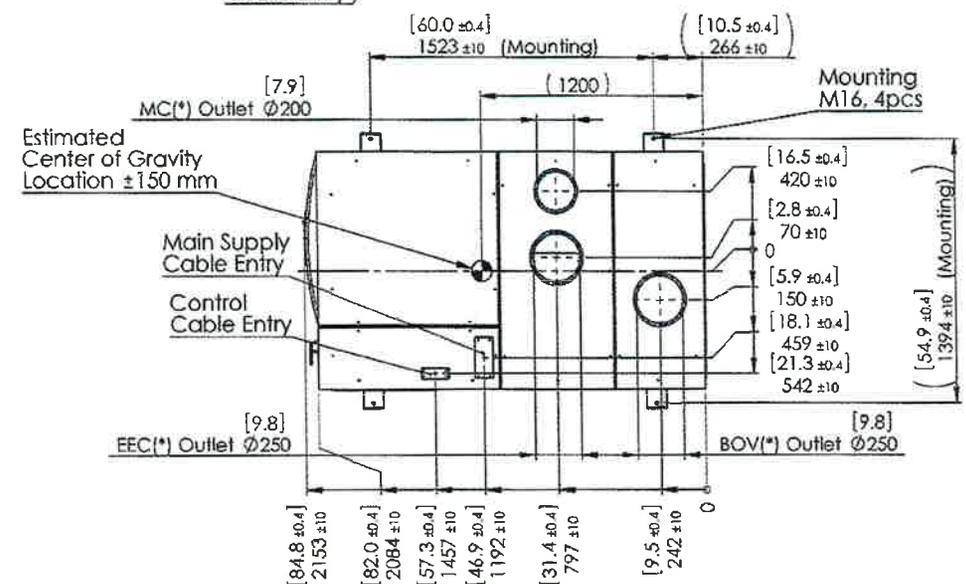
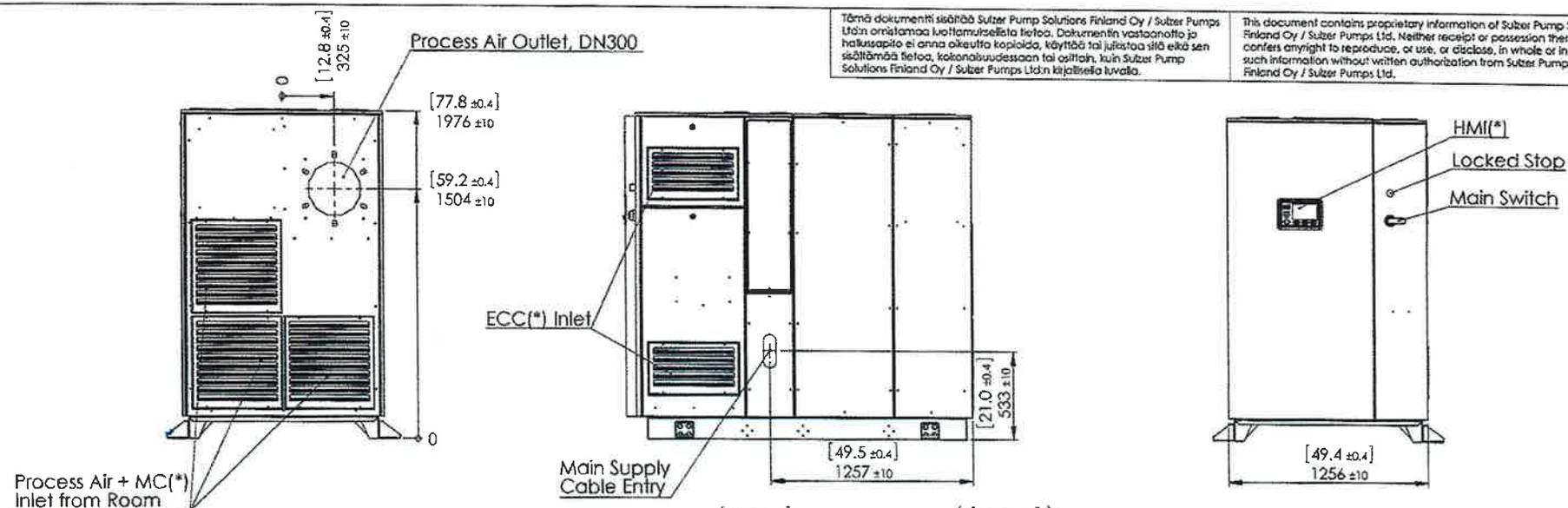
Modbus or Profibus
communication with plant system



Use with two or one turbocompressor(s)

Tämä dokumentti sisältää Sulzer Pump Solutions Finland Oy / Sulzer Pumps Ltd:n omistamaa luottamuksellista tietoa. Dokumentin vastaanotto ja hallussapito ei anna oikeutta kopioida, käyttää tai julistaa sitä eikä sen sisältämiä tietoja, kokonaisuudessaan tai osittain, kuin Sulzer Pump Solutions Finland Oy / Sulzer Pumps Ltd:n kirjallisella luvalla.

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* ECC = Electric Cabinet Cooling Air
 MC = Motor Cooling Air
 BOV = Blow Off Valve Air
 HMI = Human Machine Interface

	1/2 A3	Alkuperäinen suuruus Original scale 1:25	Mass Weight ~ [2976 lb] 1350 kg	Entry Date 14.09.2012 A.Kangas
SULZER © Sulzer Pump Solutions Finland Oy / Sulzer Pumps Ltd Lentokenttämie 44 03600 Lappeenranta, Finland Tel. +358 20 7418 500	Nimi HST 20 Päämitat Title HST 20 Main Dimensions	Päämitat 103780 Nimi C	Energy Checked by Approved by Project Project	1

Rev.	Muutos / Change	Päiväys / Date	Nimi / Name
C	Included: Center of Gravity and tolerances	29.10.2013	J.HR
3	Change in size and location MC, EEC and BOV Outlets	22.5.2013	J.HR
A		27.9.2013	A.Kangas

ATTACHMENT 1

ABS turbocompressor HST 20

Integrated Filter

Layout Example

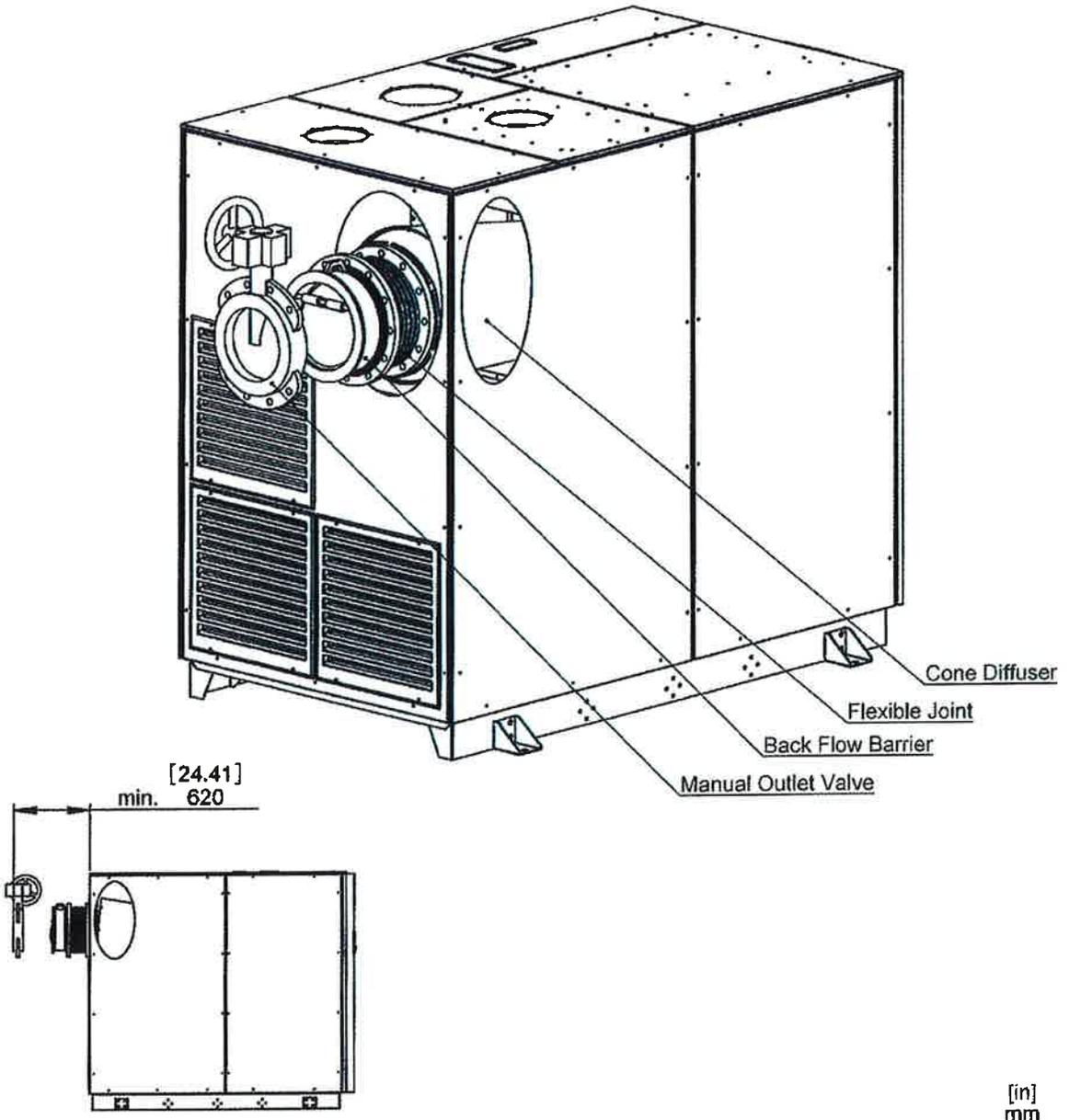
Code: 103808

Scale: 1:20

Revision: A

Date: 28.9.2012

Drawn: A.Kangas



ABS turbocompressor accessories are applicable for use with ABS turbocompressors.

November 3, 2004

HIGH SPEED COMPRESSOR TEST CODES

The high speed compressors developed by High Speed Tech Oy Ltd have been tested at Laboratory of Fluid Dynamics at Lappeenranta University of Technology and at HST Lappeenranta factory, where similar test loop facilities have been built.

There are no standard test codes applicable for integrated high speed compressors. Therefore, the test following test codes have been applied

- ISO 5389:1992 Turbocompressors
- VDI 2045:1993 Acceptance and Performance Tests on Turbo Compressors and Displacement Compressors
- ASME PTC 10 – 1974 / Reaffirmed 1986 Compressors and Exhausters

Main difference is the compact integration of the compressor and motor. As they can not be separated, the measurement of only the compressor shaft power is not possible and therefore unnecessary to follow within the various test codes.

The main quantities measured and investigated in the tests are:

- overall electric power
- pressure ratio of the compressor
- the capacity of the compressor

Power

The standards put a strong emphasis on the thermal equilibrium of the turbo compressor. The long measurement tests at LUT have shown that the overall power (which power is solely used in declaring the HST performance) reaches quickly a constant level, while the power balance between the motor and the drive (compressor) takes much longer time to be correctly measured (for example ASME PTC 10 requires minimum of 30 minutes between points).

The HST measurement routine allows a longer start time for the first measurement, but the following test points are reached within minutes. The measurement software informs the personnel as an adequate measurement point is achieved and a new valve position can be chosen.

Pressure ratio

The pressures are measured in the pressure measuring stations before and after the compressor. The locations of the four static taps, the distances of flow straightening and the method of the measurements are performed as defined in both PTC 10 and ISO 5389.

The capacity of the compressor

ISO 5389 states that the flow measurements are done according to ISO 5167, which acknowledges both the long radius and ISA 1932 nozzles. By comparison, the uncertainty coefficient of the ISA 1932 is lower than the long radius nozzle. The use of ISA 1932 at the inlet of the compressor enables us to make the flow measurements in almost constant conditions and improves further the reliability of the measurements.

The ASME PTC 10 includes only the long radius nozzle, but states that under bilateral agreements, the interested parties can agree upon the type of metering device suited for the conditions and the



choice shall be stated in the test report. As the chosen device is ISA 1932 mentioned in the international standard, it is our understanding that ISA 1932 also fulfils the requirements of PTC 10.

The flow is measured in the inlet conditions and the only leakage of the machine is through a multi knife radial labyrinth seal between the base of the impeller and compressor base. Due to relative small pressure difference, this leakage is less than 1% and very difficult to measure. The ISO 5389 states that in these circumstances appropriate corrections shall be agreed between the manufacturer and purchaser. PTC 10 states that the capacity is the net rate of flow compressed and delivered. The HST margin covers this difference in measurements.

In Lappeenranta, November 3, 2004



Jaakko Larjola
Professor



Jari Backman
Professor

SULZER

Warranty

HST Standard Two (2) Year

Manufacturer warrants the above referenced ABS brand equipment ("HST") (excluding replacement parts and filters) to be free from defects in workmanship and materials as follows:

The warranty period shall expire twenty four (24) months from the date of shipment of Products from Manufacturer to original end customer.

Products or parts thereof that are replaced or repaired under warranty during the original warranty period, shall be covered under this warranty until the expiration of the original warranty period or ninety (90) days from the date of such replacement or repair, whichever is later. In any event, such extended warranty period shall not exceed ninety (90) days after the expiration of the original warranty period.

The warranties stated above are contingent upon start-up of the equipment on site by an authorized Manufacturer's representative, as verified by receipt of start-up reports completed and signed by an authorized Manufacturer's representative.

If during the warranty period, any Products fail to meet the requirements set out in this warranty, the purchaser or end user shall give written notification to Manufacturer stating the reasons therefor. Upon receipt of prior written authorization from Manufacturer, Products shall be transported to Manufacturer's authorized service center, prepaid, at purchaser or end-user's cost. Manufacturer's sole obligation shall be to repair, modify or replace Products or parts thereof, at Manufacturer's sole option. Products repaired under this warranty will be returned with freight prepaid. Products must be repaired by an authorized Manufacturer repair center for warranty coverage to be considered. Explosion Proof or other Agency Approved pumps must be repaired at a Manufacturer's authorized service center in order to retain the agency's approval rating.

All protection features (such as fuses, motor and VFD over temperature, over pressure, shaft position, etc.) incorporated in the Products must be connected and operable for warranty coverage.

This warranty shall not apply to any Products or parts thereof which have been (i) subjected to misuse, misapplication, accident, alteration, neglect, failure to act in a timely manner to address alarms/warnings, or physical damage; (ii) installed, operated, and/or maintained in a manner which is contrary to Manufacturer's written instructions as it pertains to installation, operation and maintenance of the Products, including but without limitation to being operated without being connected to monitoring devices supplied with specific products for protection; (iii) used in an application or for pumping liquids other than the use for which it is intended as specified in Manufacturer's product literature; (iv) damaged due to a defective power supply, improper electrical protection, faulty repair, ordinary wear and tear, corrosion, erosion or chemical attack, an act of God, an act of war or by an act of terrorism; (v) damaged resulting from the use of accessory equipment not sold by Manufacturer or not approved by Manufacturer for use in connection with Manufacturer's products; or (vi) repaired or altered without Manufacturer's written consent.

This warranty does not cover costs for standard and/or scheduled maintenance that is performed, nor does it cover Manufacturer's parts that, by virtue of their operation, require replacement through normal wear (aka: Wear Parts), unless a defect in material or workmanship is determined by Manufacturer. Wear Parts are defined as cutters, cutting plates, seals, bearings, impellers/propellers, diffusers, wear rings (stationary or rotating), volutes (when used in an abrasive environment), oil, grease, cooling fluids and/or any items deemed necessary to perform and meet the requirements of normal maintenance on all Manufacturer's equipment.

Manufacturer shall not be liable for any special, indirect, consequential, or punitive damages, or profit loss of any kind. Major components not manufactured by the Manufacturer are covered by the original manufacturer's warranty in lieu of this warranty. In addition to any other special, indirect or consequential damages referenced above, Manufacturer shall not be responsible for travel expenses, rented (replacement) equipment, pump removal fees, installation fees, outside contractors fees, or unauthorized repair shop expenses.

This warranty shall extend only to the initial end user.

ALL OTHER WARRANTIES, CONDITIONS AND REPRESENTATIONS, EXPRESSED OR IMPLIED BY STATUTE, COMMON LAW OR OTHERWISE, IN RELATION TO THE SUPPLY OF THE PRODUCTS INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED TO THE EXTENT PERMITTED BY LAW.

*This warranty is applicable to Products supplied by Sulzer Pump Solutions (US) Inc. or Sulzer Pumps Wastewater Canada, Inc. for installation in the U.S.A. or Canada, unless specifically indicated otherwise in writing by Manufacturer.

GRANT BUDGET				
Clean Tennessee Energy Grant Program				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: August 1, 2014 END: July 31, 2016				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE MATCH³	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award ²	0.00	\$72,500.00	\$72,500.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
11, 12	Travel, Conferences & Meetings	0.00	0.00	0.00
13	Interest ²	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation ²	0.00	0.00	0.00
18	Other Non-Personnel ²	0.00	0.00	0.00
20	Capital Purchase ²	\$175,000.00	\$175,000.00	\$350,000.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	GRAND TOTAL	\$175,000.00	\$247,500.00	\$422,500.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: <http://www.state.tn.us/finance/act/documents/policy3.pdf>).

² Applicable detail follows this page if line-item is funded.

³ A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
The engineering fee for this project involves detail design of the blower system and appurtenances, construction oversight, development of operation and maintenance procedures and start up assistance.	\$72,500.00
TOTAL	\$72,500.00

CAPITAL PURCHASE	AMOUNT
Purchase and installation of new air production equipment, electrical equipment improvements, piping, valves and appurtenances, structural/architectural improvements, instrumentation plus contractor overhead and profit.	\$350,000.00
TOTAL	\$350,000.00



Activated Sludge Process



Existing Blower



Proposed Energy Efficient Blower



AGENDA ACTION FORM

Consideration of a Resolution to Approve Agreements with FC Dallas Tri Soccer Organization

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

Action Form No.: AF-210-2014
Work Session: August 4, 2014
First Reading: August 5, 2014

Final Adoption: August 5, 2014
Staff Work By: A. Sigwalt, K. Frazier, J. Joyce
Presentation By: Chris McCart

Recommendation:

Approve the resolution.

Executive Summary:

FC Dallas Tri has worked with the City to organize both the competitive and recreational soccer leagues for the past couple years. City Parks and Recreation Staff have worked with FC Dallas Tri to manage facility use, monitor compliance with the Tennessee State Law regarding Youth Sport Concussion, and league operations. FC Dallas Tri has been assigned benchmarks to meet during the term of the agreement to ensure the organization is operating the soccer programs at the high standard that the City requires.

The Agreements allows FC Dallas Tri to utilize the Eastman Park at Horse Creek soccer complex during their spring and fall seasons to continue to provide quality services to the citizens of Kingsport.

Attachments:

- 1. Resolution to include FCDT Soccer Agreement and FCDT Concession Lease Agreement

Funding source appropriate and funds are available: _____

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AGREEMENTS WITH FC DALLAS TRI, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENTS AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the city, through the Parks and Recreation Department, would like to enter into an agreement with FC Dallas Tri, a soccer organization, to manage facility use, monitor compliance with the Tennessee State Law regarding Youth Sport Concussion, and league operations at the Eastman Park at Horse Creek soccer complex during their spring and fall seasons; and

WHEREAS, FC Dallas Tri has been assigned benchmarks to meet during the term of the agreement to ensure the organization is operating the soccer programs at the high standard the city requires; and

WHEREAS, the city would also like to enter into a Concession Lease Agreement with FC Dallas Tri for concession sales at the Eastman Park at Horse Creek soccer complex during their spring and fall seasons;

Now therefore,

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

SECTION I. That an agreement with FC Dallas Tri soccer organization is approved.

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

AGREEMENT
BETWEEN
CITY OF KINGSPORT, TENNESSEE
AND
FC Dallas Tri

THIS AGREEMENT made by and entered into as of this 1st day of July, 2014, by and between the CITY OF KINGSPORT, hereinafter called "CITY", and the FC DALLAS TRI, hereinafter called "FCDT".

WITNESSETH

WHEREAS, CITY has a major emphasis on the provision of a recreational youth soccer program for the citizens of KINGPSORT; and

WHEREAS, the Eastman Park at Horse Creek is the premiere soccer facility in Northeast Tennessee; and

WHEREAS, FCDT, a non-profit organization is organized to promote youth sports activities through the operation of its youth soccer program; and

WHEREAS, FCDT has been formed through a merger of the Holston Valley Futbol Club, the East Tennessee Soccer Foundation, Vitesse, and Fusion;

WHEREAS, a special Oversight Committee has been created by this Agreement to work with the newly formed FCDT; and

WHEREAS, CITY is the owner of that certain public park known as Eastman Park at Horse Creek located at 2969 Sullivan Gardens Parkway, and hereafter referred to as the "Facilities"; and

WHEREAS, FCDT and CITY desire to enter this Agreement for the purpose of evidencing the Agreement of the parties with regard to the use of the Facilities by FCDT and the respective obligations contained herein;

NOW, THEREFORE, the premises considered, and in consideration of the mutual promises contained herein, the parties agree as follows:

I. Term

This Agreement shall be for a term of one (1) year beginning on the date of the execution hereof. However, this Agreement may be terminated with or without cause by either party by giving ninety (90) days written notice to the other party. If requirements of the Agreement are not met during the term, a special meeting of the Oversight Committee will be held to discuss any corrective action necessary.

II. Special Oversight Committee

Under the direction of the Kingsport Parks and Recreation Advisory Committee, a special Oversight Committee will be appointed for the purpose of providing guidance, direction, and control for the soccer program that is conducted at the Facilities. The committee will be composed of the following members.

- a. Parks and Recreation Advisory Committee member
- b. Athletic Advisory Committee member
- c. Recreation Coordinator for FCDT
- d. Eastman Park at Horse Creek Site Coordinator for Recreation Soccer or Facility Chair
- e. Program Coordinator for Parks and Recreation Department

The individual appointed to fill the position in c or d must be a City of Kingsport resident. These 5 positions must be 5 different persons.

The Oversight Committee will continuously review the operations of the soccer program and insure that the Agreement between CITY and FCDT is followed. Responsibilities of the Oversight Committee will include, and not be limited to the following;

- Review of Residency issues;
- Changes to By-laws and procedures of FCDT;
- Benchmarks set by CITY;
- Scheduling and summer program operations; and
- Items in Section III.2 pertaining to items that FCDT provides to CITY

Items that CITY receives from FCDT are to be submitted to the Program Coordinator for Parks and Recreation, who will prepare for review by the Oversight Committee. The Oversight Committee will meet on a quarterly basis throughout the year, and on more occasions if necessary.

III. Option to Renew

This Agreement may be renewed for one additional term at the option but not the obligation of the parties for an additional term of one year, conditioned upon the following:

1. If not in violation of any obligation hereunder, FCDT, shall be given the option to renew the Agreement for a like term upon conditions set forth by CITY. If FCDT, should desire to renew this Agreement, it shall do so by giving written notice to CITY prior to May 1 of the year for which the extension is requested. In the event unforeseen circumstances cause a delay in renewal, the Agreement will remain in place until it is renegotiated.

2. That FCDT shall provide the following information prior to the start of the Fall Season of this Agreement by September 15th:

- Current by-laws for organization;
- Financial report of all expenditures and revenues on an annual basis based upon the fiscal year, July to June;
- Proposed budget for upcoming year;
- List of current Board of Directors members with addresses, phone numbers and e-mail (if applicable). CITY is to be notified of changes within two weeks of appointment;
- List of paid positions, persons employed in those positions, and upon request, a current resume of those persons in a paid position;
- Name, address, phone number, and email of the Facilities Chair and the Recreation Coordinator for the Facilities;
- List of Recreation Board members and coaches, with names, addresses, phone numbers and email addresses;
- List of designated personnel who have facility keys & access to the Musco Control link; and
- Annual calendar including all events.

In the event the above information is not timely furnished, this Agreement and/or any extension thereof shall be automatically cancelled without further notice.

3. An evaluation shall be performed jointly by the Oversight Committee and members of the Board of Directors of FCDDT in order to measure the success of the Agreement. This is to insure that the service to the citizens of Kingsport and the emphasis of the Recreation Soccer program has remained the primary focus.

IV. Use of Facilities

1. FCDDT will be the primary youth soccer provider for CITY. Thus, during the period of July 1, 2014 to June 30, 2015 FCDDT shall have the primary right to use the Facilities, as assigned by CITY, during FCDDT regular Fall and Spring recreational seasons, and two tournaments, without assignment of any associated facility rental fees. Participation in the Recreational Soccer Program must maintain 51% or more CITY residents each season. The first priority for field use is for the Recreational Soccer Program. At any time the soccer facilities are not being used by FCDDT, City may assign such facilities to other associations or parties.

To qualify as a city resident, a participant must meet one of the following criteria:

- Lives inside the city limits of Kingsport;
- Parent/Legal Guardian pays city of Kingsport property tax; or
- Participant attends a school operated by the City of Kingsport School System.

The percentage requirement is to be followed on a per season basis.

CITY encourages the formation of a Recreational Soccer program that takes place during the summer. FCDDT should work together with the Oversight Committee to work on the timing of such program, so as to not hinder other youth sports in the area. FCDDT will pay CITY 5% of gross revenues brought in through summer registrations. Payment will be made by September 15 of each year.

2. The second priority for use of the Facilities is by the FCDDT Academy programs that have 51% or more CITY residents. These age divisions of play may be scheduled after the Recreational Soccer program has been given the appropriate amount of play.

3. The third priority for use of the Facilities is the FCDDT Academy programs that have less than 51% CITY residents.

4. "Friendlies": The scheduling of matches commonly referred to as Friendlies may be scheduled at the Facilities as long as at least one of the teams participating is a FCDDT team based at the Facilities.

5. FCDDT may use the conference room located at Facilities for official FCDDT use during the term of this Agreement. Space is not to be used as an office.

6. FCDDT regular Fall and Spring recreational seasons will be within the months of August through October and March through May respectively. During either or both the Fall and Spring FCDDT recreational soccer seasons, CITY may resume the primary right to designate use of the Facilities for up to three consecutive days. This interruption may not occur more than once during each recreational season. CITY will provide notice of these scheduled interruptions no later than February 1 for the Fall season and August 1 for the Spring season. CITY will make reasonable efforts during these scheduled interruptions to minimize disruption to FCDDT recreational programs. The conditions described in the concession lease with FCDDT will continue to apply during these designated periods.

7. FCDDT may not make any additions and/or alterations to the Facilities including the soccer facility buildings, equipment, grounds, and/or furnishing without written consent from CITY.

8. FCDDT understands and agrees that at times weather, scheduled maintenance and/or field conditions may result in CITY denying the use of certain fields on dates for which approval has been granted.

9. CITY shall at all times have the right to inspect the Facilities being used by FCDDT and all FCDDT sponsored activities related to the use of Facilities.

10. If FCDDT should desire to use Facilities for additional tournaments or special events or programs, FCDDT shall make a request to CITY in accordance with the guidelines established for assigning and scheduling of activities at CITY sports facilities. Any and all additions, tournaments or special programs shall not be included in this Agreement, but shall require a separate written Agreement between the parties.

V. Obligation of CITY

CITY agrees to:

1. Provide the following maintenance and repairs in a manner generally equal to normal CITY maintenance and repair of similar CITY recreational facilities.

- Maintain all turf areas on the fields to include mowing, weed control, fertilizing and herbicide spraying.

- Provide sand, soil, etc. to be used in leveling or backfilling low areas when deemed necessary by CITY staff.
- Maintain all bleachers in a safe and secure condition.
- Provide trash receptacles and dumpster and provide for the removal of trash that has been deposited in dumpsters as warranted.
- Maintain structural integrity of concession stands, restrooms, and storage areas including repair or replacement of damaged roofs, doors, and windows.
- Maintain all building and field lighting systems. Repair or replace lights, poles, wiring, and other equipment related to the lighting of each field and buildings.
- Maintain all scoreboards and control systems.
- Maintain field irrigation system and watering schedules of turf areas.
- Communicate with FCDT field mowing, fertilization and irrigation schedules. Inform FCDT of any other required maintenance on the fields that would alter playing schedules.
- Provide FCDT with contact information for after-hour and everyday needs.
- Maintain and repair all parking areas to include gates.
- Maintain all trails within the Facilities.
- Establish key control and Musco control link access.
- Provide custodial supplies to be stocked in appropriate areas by FCDT. CITY will provide toilet paper and cleaning supplies to be used. FCDT will put supplies in place and continuously reload holders and use cleaning supplies as necessary.
- Determine all rental fees and rules for usage of facility.
- Establish all rules to include facility safety, signage as appropriate, emergency notification process, traffic control, and environmental regulations.
- Establish policy for field lighting usage and access to computer codes.
- Provide a plan for and approve all capital improvements with input from FCDT.
- Provide for insurance on buildings.
- Provide field paint for use by FCDT, within reason, to be determined prior to the start of the regular season. This amount will be determined by CITY staff.
- Line fields as needed for events and activities assigned to user groups other than FCDT.

CITY reserves the right to utilize the Facilities when FCDT league activities are not scheduled. If Facilities are abandoned, the Agreement is terminated. "Abandonment" shall be defined as no play taking place on allocated field(s) during the entire term of the Agreement.

2. Assist FCDT with distribution of information and refer interested parties to FCDT, when necessary.

It is understood and agreed CITY'S obligations under this Agreement will be performed when and to the extent that budgeted funds are available for performance of its obligations. If CITY is unable to fulfill its obligations due to budget restraints, it will not be obligated to FCDT for any monetary damages.

VI. Obligations of FCDT

FCDT agrees to:

1. Provide to the citizens of Kingsport a quality recreational soccer program that operates with reasonable participant fees and associated services. Recreational soccer is the primary focus and emphasis of service. Any proposed change to the fee for the Recreation Soccer program must have the advance approval of CITY. It must have the recommendation of the Oversight Committee.
2. Provide a scholarship program for the underprivileged.
3. Meet the following benchmarks for the Recreation Program:
 - a. Increase overall participation in the Recreation Program annually. The benchmark goal is to increase by 10%.
 - b. Perform a Customer Satisfaction survey after each season of both Recreation and Academy participants, and analyze and implement changes based on the results of each survey.
 - c. Host two tournaments each year to create a positive economic impact on the Kingsport community.
 - d. Submit a marketing and promotion plan to the Program Coordinator prior to the beginning of the fall season and monitor and evaluate the effectiveness of each plan.
4. Perform a Criminal Background Check through Tennessee State Soccer on each volunteer who coaches or has one on one contact with youth. The purpose is to make the program as safe as possible for the youth participants. Volunteer applicants who have a past

history of child abuse or molestation, violent behavior, drug or substance abuse, or other inappropriate behavior should be denied the opportunity to volunteer.

5. At no expense to CITY, provide the following maintenance and repair:
 - Maintain soccer goals, nets, cables and net clips.
 - FCDT shall be responsible for daily game day policing of all litter at Facilities to include playing areas, bleachers, concession stands, offices, maintenance buildings, and adjacent grounds.
 - Line all fields for FCDT recreation league, academy, and tournament play.
 - Monitor restroom facility and stock supplies to be provided by CITY.
 - Adhere to CITY rules that pertain to field usage and provide input on overuse.

6. Furnish to the Kingsport Parks and Recreation Department calendar of events twice annually (August and March) for Fall and Spring seasons respectively. The schedule may be updated in mid spring and adjusted as the season progresses and will serve as a guide for maintenance of the Facilities. Any adjustments must be relayed to the Kingsport Parks and Recreation Department.

7. Refer all groups requesting use of the Facilities to the Program Coordinator of Kingsport Parks and Recreation. FCDT is not authorized to schedule the fields for anyone other than FCDT practices and/or games. This includes all school systems in the area.

8. Schedule and meet with the Kingsport Parks and Recreation Department prior to the season to discuss schedules, field playability and department guidelines and maintain regular communication with CITY staff.

9. Provide CITY with completed accident and incident reports pertaining to FCDT's use of Facilities.

10. Report any facility maintenance problems to CITY designated personnel.

11. Sign a lease agreement for concession rights and request approval by CITY for any and all additional concession trailers and follow City, County, and State Health Codes. CITY will retain all pouring rights for beverages and FCDT agrees to honor this arrangement and will not do anything in the way of concessions or advertising that would violate such Agreement.

12. Post no advertising or signage at the Facilities. Special request for signage or promotional items must be made to the Kingsport Parks and Recreation office and may not conflict with existing facility sponsors and/or naming.

13. FCDT agrees to pay CITY a \$10 per participant non-resident fee per season for all participants in the Recreation program, 12 and Under Academies based at Facilities, and all 13 and Over Academies.

The non-resident fee shall be made by cash/check or be substituted by an equivalent value of materials and/or equipment, as mutually agreed upon by CITY and FCDT. These fees must be calculated and reconciled per season.

A minimum payment of \$4,000 for non-resident fees is required.

These fees are based on usage estimates provided by FCDT in the merger document. Field use over what was outlined in the document could include additional fees. Normal usages outlined include the following for the Recreation program and Academies:

- 2 practices per week
- 5-7 league days during season
- 1 local festival per season
- 2-3 friendlies per season
- 1-2 level appropriate tournaments per season

Additional uses must have the approval of the Oversight Committee and the recommendation for fees shall come from the committee.

14. Provide a responsible adult to be on-site at each and every activity scheduled at Facilities.

15. Not make any permanent changes to Facilities or fields without the expressed prior written permission of CITY.

16. Adhere to facility rules and regulations which includes proper use and care of lights, grounds, keys, facilities, and amenities.

17. Follow all Park rules that have been established by the Kingsport Parks and Recreation Department.

18. Pay CITY for the use of sports field lighting directly related to FCDT usage. Payments shall be made by cash/check or in equivalent value of in-kind volunteer labor as mutually agreed upon by CITY and FCDT. These fees must be calculated and reconciled per season.

19. Assist CITY in moving and relocating soccer goals in the Facilities. FCDT is responsible to ensure goals are properly anchored. The goals should be anchored in one of the following ways to avoid the injury that may occur when goals overturn:

- Auger-style anchors that are screwed into the ground;
- Semi-permanent anchors, which require a permanently secured base that is buried underground combined with the use of tethers or bolts to secure the goal; or
- Peg, stake or j-hook style anchors that are driven into the ground.

20. Allow ex-officio representation by Kingsport Parks and Recreation on FCDT Recreation Board and the Board of the Merged Club.

21. Conduct only FCDT sanctioned and organized events and activities under the terms of this Agreement. Personal use of the Facilities by FCDT members is outside the scope of this Agreement.

22. Hold CITY harmless from all damage or loss to FCDT equipment located at the Facilities unless specifically caused by sole negligence of CITY.

23. Provide Kingsport Parks and Recreation statistical data pertaining to participation and attendance at Facilities on a monthly basis.

24. Host the AFF Tournament each Fall Season.

VII. Assignment and Exclusivity

This Agreement is a privilege for the benefit of FCDT only and may not be assigned in whole or part by FCDT to any other person or entity. Both parties understand that FCDT use of the Facilities is nonexclusive.

VIII. Insurance and Indemnification

FCDT will provide Commercial General Liability Coverage. At all times during the Term of this Agreement, FCDT will maintain in full force and effect policies of contractual and commercial general liability insurance, including public liability and broad form property damage, for not less than a Combined Single Limit for Bodily Injury (including death), Property Damage, and Personal Injury Liability of \$1,000,000 per occurrence and \$2,000,000 aggregate. Such policy or policies shall name CITY as an additional insured thereunder. All of such insurance shall insure the performance by FCDT of its indemnity agreement as to liability for injury to or death of persons and injury or damage to property. All of such insurance shall be primary and noncontributing with any insurance which may be carried by CITY and shall contain a provision that CITY, named or not named as an insured, shall nevertheless be entitled to recover under said policy for any loss, injury or damage to CITY, its agents and employees or the property of such persons, by reason of the negligence of FCDT. Such policy shall expressly provide that such policy shall not be canceled or altered without thirty (30) days prior written notice to CITY. CITY shall be named as an additional insured on all such policies. FCDT shall, before using transportation services, provide CITY with a certified copy of the policies of insurance, declaration page and all endorsements thereto, required by this Agreement, and which endorsements must provide CITY the coverage set out herein and be acceptable to CITY. FCDT also shall provide CITY with a certificate of insurance for each policy required under this Agreement showing that the coverages required hereunder are in force with premiums paid and that such policies are non-cancellable and may not be materially modified except upon thirty (30) days prior notice to CITY (or, if such thirty (30) day period of notice is not obtainable on a commercially reasonable basis, upon such notice as is commercially reasonable). Additionally, FCDT shall provide certified copies of the policies of insurance required by this Agreement and all endorsements thereto when requested by CITY, but no less than annually during the term of this Agreement. All insurance provided for in this Section, and all renewals thereof, shall be issued by responsible insurance companies authorized to do business in the State of Tennessee. If any insurer which has issued a policy of insurance required pursuant to this Agreement becomes insolvent or the subject of any bankruptcy, receivership or similar proceeding, FCDT shall, in each instance, obtain a like policy issued by another insurer, which insurer and policy meet the requirements of this Agreement.

FCDT shall indemnify, defend and hold harmless CITY, its officers, employees and agents from any and against any and all suits, actions, or claims of every kind or nature whatsoever, foreseen or unforeseen, known or unknown that arises out of, or is any way related to the acts or the failure to act in whole or in part, by FCDT or its agents, volunteers, or employees in the use of the Facilities or arising out of obligations of FCDT as set forth in this Agreement.

IX. Miscellaneous Provisions:

1. No modification of this Agreement shall be effective unless it is made in writing and is signed by the authorized representatives of the parties hereto.

2. This Agreement shall be construed under and in accordance with the laws of the State of Tennessee, and all obligations of the FCDT and CITY created hereunder are performable in Sullivan County, Tennessee.

3. Nothing in this Agreement shall be construed to make CITY or its respective agents or representatives liable in situations it is otherwise immune from liability.

4. In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

5. Each party represents to the other that the individual signing this Agreement below has been duly authorized to do so by its respective governing body, and that this Agreement is binding and enforceable as to each party.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate originals.

[Acknowledgements deleted for inclusion in this Resolution]

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

SECTION IV. That a Concession Lease Agreement with FC Dallas Tri is approved.

SECTION V. 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 Concession Lease Agreement with FC Dallas Tri 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:

CONCESSION LEASE AGREEMENT

This Agreement made and entered into this 24th day of July 2014, by and between the City of Kingsport, a municipal corporation of the State of Tennessee, hereinafter called LESSOR, AND FC Dallas Tri, hereinafter called CONCESSIONAIRE.

W-I-T-N-E-S-S-E-T-H

That for and in consideration of seventeen percent (17%) of the monthly sales, to be paid seasonally, LESSOR does hereby lease unto CONCESSIONAIRE for the period of July 1, 2014, through June 30, 2015, the concession rights for the sale of food, refreshments, confectionery and beverages at the soccer fields at 2969 Sullivan Gardens Parkway.

CONCESSIONAIRE agrees to and shall abide by the following conditions:

CONCESSIONAIRE will be responsible for furnishing all the equipment, food supplies or other items offered for sale, and any other incidentals necessary for the operation of the concession. CONCESSIONAIRE shall be responsible for the maintenance of its equipment to insure that it is in a safe and usable condition at all times, and shall provide at its own cost a sufficient number of employees to serve the public promptly and in a manner satisfactory to the Parks and Recreation Manager. CONCESSIONAIRE agrees not to sublet or sublease in any form the concession rights or assign this agreement.

The Parks and Recreation Manager shall approve all items offered under this agreement and shall approve all prices charged to the public.

LESSOR retains all pouring rights for beverages and CONCESSIONAIRE agrees to honor such, and will not do anything that would violate such pouring rights, including concessions or advertising.

CONCESSIONAIRE shall agree to comply with and abide by all rules regulating the operation of the park and the hours of operation of the concession shall coincide with the hours of the park in agreement with the Parks and Recreation Manager.

CONCESSIONAIRE shall furnish all labor and other materials necessary to maintain the concession in a clean, orderly and inviting condition that shall be satisfactory to the Parks and Recreation Manager; and this shall include the area immediately surrounding the concession area. In addition, at the end of each day, CONCESSIONAIRE shall be responsible for keeping

the designated eating and shelter area free of all trash and litter by placing it in a dumpster.

LESSOR will furnish lights, power, and water in such locations where these utilities now exist. All additional installations which require the use of these utilities shall be made and maintained at the expense of CONCESSIONAIRE and upon the approval of the Parks and Recreation Manager.

Any alterations, repairs, or additions to the building area occupied by CONCESSIONAIRE must be approved in advance by the Parks and Recreation Manager. LESSOR shall make all ordinary and reasonable repairs to preserve the building occupied by CONCESSIONAIRE.

It shall be the obligation of CONCESSIONAIRE to secure or obtain all permits and licenses required by law for the operation of the concession and the sale of approved merchandise. CONCESSIONAIRE shall comply with all ordinances of the City of Kingsport, Sullivan County, and the State of Tennessee, and shall comply with all applicable State and Federal rules and regulations concerning the serving of food, hours of work, pay and equal employment of personnel without discrimination as to race, color, age or sex.

LESSOR shall have the right of inspection and audit at all times during regular business hours. A violation of any provisions of this agreement shall work a forfeiture of this agreement, and the City may take possession on a twenty-four (24) hour notice.

CONCESSIONAIRE may voluntarily terminate the agreement upon five (5) days written notice to the City.

CONCESSIONAIRE will provide Commercial General Liability Coverage. At all times during the Term of this Agreement, CONCESSIONAIRE will maintain in full force and effect policies of contractual and commercial general liability insurance, including public liability and broad form property damage, for not less than a Combined Single Limit for Bodily Injury (including death), Property Damage, and Personal Injury Liability of \$1,000,000 per occurrence and \$2,000,000 aggregate. Such policy or policies shall name LESSOR as an additional insured thereunder. All of such insurance shall insure the performance by CONCESSIONAIRE of its indemnity agreement as to liability for injury to or death of persons and injury or damage to property. All of such insurance shall be primary and noncontributing with any insurance which may be carried by LESSOR and shall contain a provision that LESSOR, named or not named as an insured, shall nevertheless be entitled to recover under said policy for any loss, injury or damage to LESSOR, its agents and employees or the property of such persons, by reason of the negligence of CONCESSIONAIRE. Such policy shall expressly provide that such policy shall not be canceled or altered without thirty (30) days prior written notice to LESSOR. LESSOR shall be named as an additional insured on all such policies. CONCESSIONAIRE shall, before using transportation services, provide LESSOR with a certified copy of the policies of insurance, declaration page and all endorsements thereto, required by this Agreement, and which endorsements must provide LESSOR the coverage set out herein and be acceptable to LESSOR. CONCESSIONAIRE also shall provide LESSOR with a certificate of insurance for each policy required under this Agreement showing that the coverages required hereunder are in force with premiums paid and that such policies are non-cancellable and may not be materially modified except upon thirty (30) days prior notice to LESSOR (or, if such thirty (30) day period of notice is not obtainable on a commercially reasonable basis, upon such notice as is commercially reasonable). Additionally, CONCESSIONAIRE shall provide certified copies of the policies of insurance required by this Agreement and all endorsements thereto when requested by LESSOR, but no less than annually during the term of this Agreement. All insurance provided for in this Section, and all renewals thereof, shall be issued by responsible insurance companies authorized to do business in the State of Tennessee. If any insurer which has issued a policy of insurance required pursuant to this Agreement becomes insolvent or the subject of any bankruptcy, receivership or similar proceeding, CONCESSIONAIRE shall, in each instance, obtain a like policy issued by another insurer, which insurer and policy meet the requirements of this Agreement.

CONCESSIONAIRE shall indemnify, defend and hold harmless LESSOR, its officers, employees and agents from any and against any and all suits, actions, or claims of every kind or nature whatsoever, foreseen or unforeseen, known or unknown that arises out of, or is any way related to the acts or the failure to act in whole or in part, by CONCESSIONAIRE or its agents, volunteers, or employees in the use of the Facilities or arising out of obligations of CONCESSIONAIRE as set forth in this Agreement.

[Acknowledgements deleted for inclusion in this Resolution]

SECTION VI. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the agreement set out herein that do not substantially alter the

material provisions of the agreement, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

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

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

ADOPTED this the 5th day of August, 2014.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

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

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Consideration of Appointment to the Employee Dependent Scholarship Program

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

Action Form No.: AF-222-2014
Work Session: August 4, 2014
First Reading: N/A

Final Adoption: August 5, 2014
Staff Work By: R. McBryar
Presentation By: Mayor Phillips

Recommendation:
Approve appointment.

Executive Summary:
Mr. Jeff McCord has agreed to be appointed to the Employee Dependent Scholarship Program if approved by the Board of Mayor and Aldermen. His appointment will replace Mrs. CeeGee McCord whose second term expired August 1, 2014. Members are eligible for two consecutive terms.

Mr. McCord's appointment will be for a three-year term effective immediately and will expire August 31, 2017.

Attachments:
1. Bio

Funding source appropriate and funds are available: _____

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

5/14/14
Jeff McCord

Jeff McCord is the Vice President of Economic and Workforce Development for Northeast State Community College. He leads the college's Workforce Solutions function which includes workforce development and customized training programs offered through all College teaching sites and facilities including the Regional Center for Advanced Manufacturing (RCAM). He also serves as the lead administrator for the Kingsport, Tennessee teaching site and liaison for the president of Northeast State Community College.

Jeff has over 20 years of business and industry experience including a number of management positions and specific experience related to organizational effectiveness and corporate education. He is a graduate of Georgia Tech, with a BS in Management, an MBA from Kennesaw State, and is in the dissertation phase of a Doctorate in Learning and Leadership through UT Chattanooga.

Jeff is active in his church and community. He is married to CeeGee McCord, and together they have three children: Sam (26), Grace (24) and John (20).



AGENDA ACTION FORM

Consideration of Reappointments to the Beverage Board

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

Action Form No.: AF-223-2014
Work Session: August 4, 2014
First Reading: N/A

Final Adoption: August 5, 2014
Staff Work By: R. McBryar
Presentation By: Mayor Phillips

Recommendation:

Approve reappointments.

Executive Summary:

Mr. Charles C. Nitschke and Mr. G. Keener Mallicote have agreed to be reappointed to the Beverage Board if approved by the Board of Mayor and Aldermen. Their reappointments will be for a three-year term effective immediately and will expire August 31, 2017.

Attachments:

- 1. Bios

Funding source appropriate and funds are available: _____

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

**Biographical Sketch
For
Charles C. Nitschke**

Career:

With Eastman Chemical Products working in numerous positions. Retired in 1997 as Director of Container Plastics.

Education:

BS in Industrial Engineering from University of Kansas
MBA from University of Kansas

Activities:

- Neighborhood Council of Kingsport--Co-founder & past president
- Kingsport Historic Zoning Commission--past board member
- Kingsport Gateway Commission—past board member
- Kingsport Beverage Board--current board member, past chair
- Boys & Girls Club of Kingsport--current board member, past chair
- Ridgefields Country Club--past president
- Kiwanis Club of Kingsport—past president & current member
- Wellmont Hospital—past board member

Interests:

- Avid supporter of Kingsport's quality of life
- Children and grandchildren (6)
- Golf
- Traveling
- Gardening

Personal:

Born and raised in Kansas. Married to Loretta. Two grown children—one in Ft. Mill, SC; one in Portland, OR

3300 Parkcliffe Dr.

Kingsport, TN 37664

423-246-5797, © 423-677-5836

Nitschke@chartertn.net

G. Keener Mallicote
Biography

Wife: Nancy Green Mallicote

Children (all of Kingsport):

Pam Shapiro

Kendra Mallicote

Ben Mallicote

- Lifelong resident of Kingsport
- Founder of Contour Industries, a 23-year old glass fabrication company manufacturing oven doors, refrigerator shelving, lighting glass, and tempered glass for window and door manufacturers.



AGENDA ACTION FORM

Consideration of Appointment to the Board of Zoning Appeals

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

Action Form No.: AF-224-2014
Work Session: August 4, 2014
First Reading: N/A
Final Adoption: August 5, 2014
Staff Work By: R. McBryar
Presentation By: Mayor Phillips

Recommendation:
Approve appointment.

Executive Summary:
Ms. Sharon Duncan has agreed to be appointed to the Board of Zoning Appeals if approved by the Board of Mayor and Aldermen. Her appointment will complete the unexpired term of Ms. Diane Hills who has resigned. The term will be effective immediately and will expire April 30, 2017.

Attachments:
1. Bio

Funding source appropriate and funds are available: _____

Table with 3 columns: Y, N, O and rows for Clark, George, Hall, McIntire, Parham, Segelhorst, Phillips.

Sharon Duncan, ABR, SRES
Town & Country Realty

I have lived in this area all my life. In addition to my career in real estate, where I serve on the Board of Directors for NETAR, I have worked in administration and human resources positions. I am active in the community, volunteering many hours to service work.

I am on the Board of Directors for the Kingsport Chamber of Commerce, immediate Past President of Junior League, and serve on Budget and Finance Committee for Tennessee Association of Realtors. I was appointed to the Executive Committee as Vice President for the Tennessee Association of Realtors and will be serving as the President of the Northeast Tennessee Association of Realtors in 2015.



AGENDA ACTION FORM

Consideration of Issuance of Certificate of Compliance for Sam's Package Store to Sell Retail Alcoholic Beverages

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

Action Form No.: AF-217-2014
Work Session: August 4, 2014
First Reading: N/A

Final Adoption: August 5, 2014
Staff Work By: Kathy Reynolds
Presentation By: Jim Demming

Recommendation:

Approve the issuance of a Certificate of Compliance to the Sam's Package Store to sell retail alcoholic beverages.

Executive Summary:

Attached is an application for the Sam's Package Store that has been filed with the City Recorder for a Certificate of Compliance to sell retail beverages. The Sam's Package Store currently has a Certificate of Compliance, but due to a change in the ownership of the package store, the new owner has reapplied.

Section 6-74 of the City Code states that to assure that all requirements are satisfied, no original or renewal Certificate of Compliance shall be issued for any location until:

- 1. An application has been filed with the City Recorder; and
2. The application complies with all restrictions as to location and number of retail licenses to be issued within the City; and
3. The application has been considered at a regular or called meeting of the Board and approved by a Majority vote.

This application has met the requirements of Section 6-74 of the City Code. The Police background check has been conducted on the applicant and the results are attached for your review.

Attachments:

- 1. Application
2. Police Background Report

Funding source appropriate and funds are available: _____

Table with 3 columns: Y, N, O and rows for Clark, George, Hall, McIntire, Parham, Segelhorst, Phillips.

CITY OF KINGSPORT

APPLICATION FOR CERTIFICATE OF COMPLIANCE

INSTRUCTIONS

1. Answer all questions completely. Use blank space at end of form for extra details on any question for which you have insufficient space.
2. Type, print, or write carefully. Illegible or incomplete forms will not receive consideration.
3. Consider your answers carefully. Your signature at the end of this form will certify as to their correctness. **YOU WILL BE SIGNING THIS APPLICATION UNDER OATH AND WILL BE SUBJECT TO PENALTY OF PERJURY FOR FALSE ANSWERS.**
4. An application must be completed by all individuals having any interest, direct or indirect, in the Licensee as owner, partner, stockholder, member, director, and officer or otherwise.

1. Name of Licensee

The Porter G. Company, LLC

2. Full name of person completing this application

Kenneth W. Glass

3. Home Address - Mailing Address and Street Address

Home - 1280 Cooks Valley Rd, Kingsport, TN 37664
Mailing - 1304 E. Stone, Kingsport, TN 37660

4. Telephone Number Licensee can be reached

(423) 817-9500

5. Date of Birth and Social Security Number

6/17/1969

6. Name of Liquor Store

Sam's Package Store

7. Business Address

1304 E Stone Dr., Kingsport, TN 37660

8. Zoning Designation of Business Address Listed at Item 7.

B-3 HIGHWAY ORIENTED BUSINESS DISTRICT

9. Names, addresses and phone numbers of three (3) residents of the City of Kingsport that have known each applicant for at least two (2) years.

Name	Address	Phone Number
<u>Shelton Clark</u>	<u>Kingsport, TN</u>	<u>(423) 341-6583</u>
<u>Kumbrly Godsey</u>	<u>Kingsport, TN</u>	<u>(423) 765-5811</u>
<u>Miles Burdine</u>	<u>Kingsport, TN</u>	<u>(423) 954-1988</u>

10. Have you been convicted of a felony in Tennessee or anywhere else within a ten-year period immediately preceding the date of this application?

NO

11. Please list all convictions for misdemeanors in Tennessee or anywhere else, including date and place of conviction, within a ten-year period immediately preceding the date of this application.

Simple possession of Marijuana, Drug Paraphernalia, Poss of untaxed liq
2009 - Kingsport TN

12. Have you been charged with or indicted for a criminal matter that has not been fully resolved in Tennessee or anywhere else? Yes _____ No X. If yes, please provide details of the charge, the name of the charging jurisdiction, the status of the charge and when you expect the charge to be resolved.

13. That the applicant will comply with the state statutes, federal statutes, ordinances of the City of Kingsport, and all rules and regulations with reference to the sale of alcoholic beverages.

Yes X No _____

14. Is the applicant now and has been for at least two years prior to the date of this application a bona fide resident of the state of Tennessee.

Yes X No _____

15. The applicant further understands that the business will be actively engaged in the retail sale of alcoholic beverages at the liquor store within ninety (90) days after the license is granted or this certificate of compliance is void.

Yes X No _____

I understand that any applicant making a false statement in the application or withholding information on this application shall result in a denial of the certificate or the revocation of the license.

In addition to the denial of the certificate I further understand that by signing this application I am stating that the information contained therein is true and correct to the best of my knowledge, information and belief and that I sign this application under penalty of perjury.

STATE OF TENNESSEE
COUNTY OF SULLIVAN

The undersigned, Kenneth W. Glass, hereby makes oath and swears that all the facts and answers set forth in the above application are true and correct to the best of my knowledge, information, and belief. The undersigned further makes oath that if the applicant is a corporation, firm, joint-stock company, syndicate, partnership or association, that he or she is authorized to execute this application on behalf of the owner.

In testimony whereof witness my signature on this the 21st day of June, 2014.

[Signature]
Applicant

Sworn to and subscribed by [Signature] before me, a notary public in and for said State and County, on this the 21st day of June, 2014.

[Signature]
Notary Public



My commission expires 7/21/2015

City Planner

Is requested location for distribution, wholesalers, manufacturers, warehouses, businesses in an area designated and zoned for those uses under the laws and ordinances of the City of Kingsport?

Yes No

Is requested structure in a Nonconforming Conforming location under the zoning laws and ordinances of the City of Kingsport?

Is requested location within 200 feet of property on which any public or private school (K-12) is located?

Yes No

*Signature of City Planner:

A handwritten signature in black ink, appearing to be 'C. J. ...', written over a horizontal line.



KINGSPORT POLICE DEPARTMENT

200 Shelby Street, Kingsport, Tennessee 37660
Information: (423) 229-9300 · Fax: (423) 224-2786
Email: kptpd@ci.kingsport.tn.us

David Quillin
Chief of Police
(423) 229-9423



MEMO

I have conducted a local criminal activity check on Kenneth W. Glass. I did not find any criminal activity that would prevent Mr. Glass from obtaining an alcoholic beverage sales permit in the City of Kingsport. I also did not find any instances of illegal sales at the store Mr. Glass currently owns. This records check was conducted on 7/24/2014.

Det. Noah Tidwell



AGENDA ACTION FORM

Declaration by the Mayor of a Vacancy on the Board of Education and Consideration of the Appointment of an Individual to the Board of Education to Serve Until July 1, 2015

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

Action Form No.: AF-213-2014
 Work Session: August 4, 2014
 First Reading: N/A
 Final Adoption: August 5, 2014
 Staff Work By: Ailshie, Fleming, *et al.*
 Presentation By: Mayor Phillips

Recommendation:

Declaration by the mayor of vacancy and consideration of an appointment.

Executive Summary:

Kingsport Board of Education member Andy King has resigned from the board of education. Article XIX, section 2 of the Kingsport City Charter provides that vacancies on the board of education will be filled by election of the board of mayor and aldermen. The appointee will serve until July 1, following the next city election.

Accordingly, the mayor should declare the office of school board member, previously held by Mr. King, vacant so that it can be filled by board of mayor and aldermen. The appointment can be made by the adoption of a motion, properly seconded, by roll call vote. Mayor Phillips recommends Mr. Todd Golden to fill the seat formerly held by Mr. King.

The board can choose any method it deems appropriate to determine who to appoint. The only criterion that must be followed is that the individual must be eligible to hold office. This means the individual must be a legal resident of the city for at least one year or within any area annexed in a year preceding an election, 18 years of age or older and not an employee of the city or city school system.

For your convenience I have attached a copy of Article XIX, section 2 of the Charter of the City of Kingsport.

Attachments

- Article XIX, section 2 Charter of the City of Kingsport

Funding source appropriate and funds are available: _____

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

ARTICLE XIX.

BOARD OF EDUCATION

Sec. 2. Election; terms; interim appointment; nomination; president; oath; vacancies.

The members of the board of education shall be elected from the city at large by the qualified voters of the City of Kingsport at the general city election. The members of the board of education shall be elected for terms of office of four (4) years, and until their successors are elected and qualified. A board member shall be eligible for reelection.

Two (2) members shall be elected at the general city election in May, 1981, for four-year terms, and each four (4) years thereafter. Three (3) members shall be elected at the general city election in May, 1983, for four-year terms, and each four (4) years thereafter. Such elected board members shall assume office on the first day of July following their election.

Candidates for the office of a member of the board of education shall be nominated in the same manner as is provided for a candidate for the board of mayor and aldermen of the City of Kingsport.

The members of the board of education, at the regular July meeting following a regular election shall elect one of their number president.

Before entering upon their duties members of the board of education shall take the oath prescribed by the laws of Tennessee for such officers.

All vacancies in the board of education shall be filled by election of the board of mayor and aldermen; to serve only until the next general city election when such vacancy shall be filled for the remainder of the unexpired term by election by the qualified voters of the city. Any member elected to serve the remainder of an unexpired term shall assume office on the first day of July following their election.



AGENDA ACTION FORM

Declaration by the Mayor of a Vacancy on the Board of Education and Consideration of the Appointment of an Individual to the Board of Education to Serve Until July 1, 2015

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

Action Form No.: AF-214-2014
 Work Session: August 4, 2014
 First Reading: N/A

Final Adoption: August 5, 2014
 Staff Work By: Ailshie, Fleming, *et al.*
 Presentation By: Mayor Phillips

Recommendation:

Declaration by the mayor of vacancy and consideration of an appointment.

Executive Summary:

Kingsport Board of Education member Betsy Cooper has resigned from the board of education. Article XIX, section 2 of the Kingsport City Charter provides that vacancies on the board of education will be filled by election of the board of mayor and aldermen. The appointee will serve until July 1, following the next city election.

Accordingly, the mayor should declare the office of school board member, previously held by Ms. Cooper, vacant so that it can be filled by board of mayor and aldermen. The appointment can be made by the adoption of a motion, properly seconded, by roll call vote. Mayor Phillips recommends Mr. Eric Hyche to fill the seat formerly held by Ms. Cooper.

The board can choose any method it deems appropriate to determine who to appoint. The only criterion that must be followed is that the individual must be eligible to hold office. This means the individual must be a legal resident of the city for at least one year or within any area annexed in a year preceding an election, 18 years of age or older and not an employee of the city or city school system.

For your convenience I have attached a copy of Article XIX, section 2 of the Charter of the City of Kingsport.

Attachments

1. Article XIX, section 2 Charter of the City of Kingsport

Funding source appropriate and funds are available: _____

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

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The members of the board of education, at the regular July meeting following a regular election shall elect one of their number president.

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