



AGENDA

BOARD OF MAYOR AND ALDERMEN WORK SESSION

**Monday, March 16, 2015
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
George DeCroes, Human Resources Director

1. Call to Order
2. Roll Call
3. Road Presentation – Ryan McReynolds
4. Work Session Tickler
5. Review of Items on March 17, 2015 Business Meeting Agenda
6. Adjourn

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



Work Session Tickler
March 16, 2015

Special Projects

Brickyard Park Ball Fields

David Mason

Weather conditions continue to impact the scheduled completion of the project due to the inability to work on the fields. It is difficult to predict a projected completion date until the fields can begin drying.

The last day the site was suitable for working was February the 15th, at which time field 3 was ready for sod installation, field 2 only lacked raking out to be ready for sod, field 4 had topsoil spread and ready for laser grading, and field 1 had topsoil stockpiled and ready for spreading.

Work has continued on the concession stand as allowed by the weather. The interior trades are progressing, and installation of the metal roofing panels is underway on dry days.

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

Metal Roofing 3/9/15.



Standing Water on Field 2 3/9/15.



Fire Training Ground

The Burn Building/Training Tower bids were opened and low bid was above the funds that were set aside. The committee met and adjusted our needs to be able to accept the bid and move forward with the project.

Future Plans are to add storage facilities, a classroom, several fire and rescue props, etc. These will be for vehicle extrication, special rescue, such as cutting concrete, steel, etc.

Chief Dye



Carousel

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

Morris Baker



Engage Kingsport and the Office of Cultural Arts has launched a Kickstarter campaign (Feb. 14 – March 14) and actively seeking the remainder of sponsorships for the Carousel. The Carousel Fine Craft Show Brass Ring Gala will be March 20 at which time the Roundhouse will be showcased with the pieces carved inside.

A few dates that Engage Kingsport is striving for are: Certificate of Occupancy to be issued prior to the Brass Ring Gala on March 20 and

Assembly of Carousel is expected to begin about March 23.



WTP Raw Water Transmission and Intake Replacement Design

Niki Ensor

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

Construction Schedule:
March 2015 – January 2017

Project Update: (No changes.)
Plans and specifications have been submitted to
Regulatory and funding agencies for approval.
Received TVA 26a permit.



Legal

Risk Management

Terri Evans

Kingsport Employee Wellness

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

Beginning January, 2015, the school system became self-funded, allowing their employees to utilize the Kingsport Employee Wellness Center. There are more than 72 hours available for 20 minute appointments, including Saturdays, to serve both the school department and the general government employees, with additional hours in upcoming weeks as part-time providers can be scheduled. Utilization January 2 through March 7, 2015, is 101.5%, and of those, 23.5% were government active, 28.3% were school active, 2.3% were government retirees, 2.4% were school retirees, 16.2% were government dependents, 21% were school dependents, .6% were extended patient visits, and 5.7% were no-shows. We believe the increased no-show number is due in large part to the weather. Utilization increases with the inclusion of new members as they are asked to make two, back-to-back appointments for their initial visit. Utilization does appear to be leveling out, and we are keeping a close eye on appointment availability to adjust hours as necessary.

Worker's Compensation

There were nine recordable claims, with two receiving medical treatment only, four having restricted duty and three with lost time.

Sourmash Property

Joe May

The person to serve the statutorily required notice on Ms. Delorise Adkins in Lombard, Illinois, has been determined and the Summons issued to her.

When service has been returned, probably within a week, action will be taken to finalize the Court proceedings and conduct a sale.

Budget Office

Judy Smith

Financial Comments

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

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



AGENDA

BOARD OF MAYOR AND ALDERMEN

BUSINESS MEETING

Tuesday, March 17, 2015

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
George DeCroes, Human Resources Director

I. CALL TO ORDER

II.A. PLEDGE OF ALLEGIANCE TO THE FLAG

II.B. INVOCATION – Senior Pastor Mickey Rainwater, First Broad Street United Methodist Church

III.A. ROLL CALL

IV. RECOGNITIONS & PRESENTATIONS

1. Tri-Cities Military Affairs Council Check Presentation for Veteran's Memorial – Ernie Rumsby

- Addition** 2. Buy Local Proclamation – Mayor Phillips

V. APPROVAL OF MINUTES

1. Work Session – March 3, 2015
2. Business Meeting – March 3, 2015

VI. COMMUNITY INTEREST ITEMS

A. PUBLIC HEARINGS

1. Amend Zoning Code to Require Signature with Seal on Preliminary Zoning Development Plans (AF: 45-2015) (Curtis Montgomery)
 - Public Hearing
 - Ordinance
- Revision** 2. Annexation Annual Plan of Services Report (AF: 54-2015) (Corey Shepherd)
 - Public Hearing
3. Annex/ Amend Zoning of the Ridgecrest Annexation and Consideration of a Resolution Adopting the Plan of Services (AF: 53-2015) (Corey Shepherd)
 - Public Hearing
 - Ordinance – Annexation
 - Ordinance – Zoning
 - Resolution

COMMENT

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

B. BUSINESS MATTERS REQUIRING FIRST READING

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

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION

1. Amend the FY15 Operating Budgets and Various Projects (AF: 55-2015) (Jeff Fleming)
 - Ordinance – **Second Reading and Final Adoption**

D. OTHER BUSINESS

1. Amend the Agreement with Prairie Farms Dairy to Renew for an Additional Year (AF: 57-2015) (Jennifer Walker)
 - Resolution
2. Applying for Fiscal Year 15/16 Emergency Solutions Grant (ESG) Funds (AF: 62-2015) (Lynn Tully)
 - Resolution

3. Reimbursement of Materials Agreement Funds to Danny Karst for Edinburgh Phase 5 (AF: 59-2015) (Ryan McReynolds)
 - Resolution
4. Release for Property Damage to Dobyys Bennett High School (AF: 58-2015) (Mike Billingsley)
 - Resolution
5. Transfer Agreement with the United States of America, Federal Aviation Administration (AF: 65-2015) (Mike Billingsley)
 - Resolution
6. Lease Agreement with Tri Cities Farmers' Association for Retail Marketing for April 1 through December 15, 2015 (AF: 66-2015) (Morris Baker)
 - Resolution
- Withdrawn ~~7. Awarding the Bid for the Purchase of one (1) Backhoe to Nortrax, Inc. (AF: 67-2015) (Steve Hightower)~~
 - ~~• Resolution~~
8. Awarding the Bid for the Purchase of One (1) Skid Steer Loader to Bobcat of the Mountain Empire, Inc. (AF: 68-2015) (Steve Hightower)
 - Resolution
9. Award of Bid to Thomas Construction Company, Inc. for Sullivan Street Roadway Improvements Phase 2 Project (AF: 52-2015) (Ryan McReynolds)
 - Resolution
10. Amend the Current TDOT Contract for the Tennessee Roadscapes Interchange Landscaping Project (AF: 69-2015) (Bill Albright/Michael Thompson)
 - Resolution

E. APPOINTMENTS

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

VII. CONSENT AGENDA

None

VIII. COMMUNICATIONS

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

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

IX. ADJOURN

Minutes of the Regular Work Session of the
Board of Mayor and Aldermen, City of Kingsport, Tennessee
Tuesday, March 3, 2015, 4:00 PM
Council Room – City Hall

PRESENT: Board of Mayor and Aldermen

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

City Administration

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

1. **CALL TO ORDER:** 4:00 p.m. by Mayor Phillips.
2. **ROLL CALL:** By Deputy City Recorder Marshall. Absent: Alderman Andy Hall
3. **CAROUSEL UPDATE.** Mr. Reggie Martin gave a presentation on the progress of this project, noting assembly will start on March 23 and will take a month to complete. First riders will begin on April 20 and the grand opening is scheduled for May 2. There will be a parade of the animals from the Flying Pig Gallery to the roundhouse on March 14.

NOTE: Item VI.D.2 from the regular business meeting agenda was discussed at this time. The regular work session agenda resumed thereafter.

4. **WORK SESSION TICKLER.** Assistant City Manager for Administration Chris McCartt stated construction at Brickyard Park was three weeks behind schedule because of the snow, noting the tour for the BMA has been rescheduled. Mayor Phillips asked about the fire training grounds and City Manager Fleming stated an item will come before the BMA at the next meeting to allow the bidder to proceed. Mr. Fleming also stated the budget was over actuals but money needed to be moved to cover the salt and other expenses related to the snow. He encourage citizens to spend their money locally.

5. **REVIEW OF AGENDA ITEMS ON THE MARCH 3, 2015 REGULAR BUSINESS MEETING AGENDA.** City Manager Fleming, members of staff and community members gave a summary or presentation for each item on the proposed agenda. Those items the Board discussed at greater length or which received specific questions or concerns included:

VI.B.1 Amend the FY15 Operating Budgets and Various Projects (AF: 55-2015). City Manager Fleming provided details on these transfers, noting the funding for East Sullivan Street widening and paving of Church Circle, as well as the emergency order for salt due to the weather. Assistant City Manager Reynolds gave further details on the impact of the recent weather.

Minutes of the Regular Work Session of the Board of Mayor and Aldermen of Kingsport, Tennessee, Tuesday, March 3, 2015

VI.C.1 Amend Zoning of the Rock Springs Road South Property Located Between Rock Springs Road and Interstate 81 (AF: 33-2015). City Manager Fleming noted the change to of the rezoning of the lot only to B4-P and it will come back at a later time to change everything else.

VI.D.2 First Amendment to Funding Agreement with the Industrial Development Board of the City of Kingsport (KEDB), Sullivan County, Tennessee and the Bank of Tennessee (AF: 56-2015). City Manager Fleming gave information on this item, pointing out this would provide a break going forward with cash flow and the budget.

BOARD COMMENT. Vice-Mayor McIntire commented on the Sullivan Street road widening project. Assistant City Manager Chris McCartt commented on the gas tax.

PUBLIC COMMENT. None.

8. ADJOURN. Seeing no other matters presented for discussion at this work session, Mayor Phillips adjourned the meeting at 5:47 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, March 3, 2015, 7:00 PM
Large Court Room – City Hall

PRESENT:

Board of Mayor and Aldermen

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

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

City Administration

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

- I. **CALL TO ORDER:** 7:00 p.m., by Mayor Dennis R. Phillips.
- II.A. **PLEDGE OF ALLEGIANCE TO THE FLAG:** New Vision Youth.
- II.B. **INVOCATION:** Minister Stan Leonard, Mustard Seed Ministries.
- III. **ROLL CALL:** By City Recorder Demming. Absent: Alderman Andy Hall.
- IV. **RECOGNITIONS AND PRESENTATIONS.** Clay Walker, NETWORKS, discussed why bike lanes are important to economic development.
- V. **APPROVAL OF MINUTES.**

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

- A. February 17, 2015 Regular Work Session
- B. February 17, 2015 Regular Business Meeting

Approved: All present voting “aye.”

VI. **COMMUNITY INTEREST ITEMS.**

AA. **PUBLIC HEARINGS.** None.

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

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

1. **Amend the FY15 Operating Budgets and Various Projects** (AF: 55-2015) (Jeff Fleming). Assistant City Manager Ryan McReynolds commented on the increased costs with the recent weather.

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, March 3, 2015**

Motion/Second: Segelhorst/Parham, to pass:

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

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

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION.

1. Amend Zoning of the Rock Springs Road South Property Located Between Rock Springs Road and Interstate 81 (AF: 33-2015) (Ken Weems).

Motion/Second: Segelhorst/McIntire, to amend:

Motion/Second: McIntire/Segelhorst, to pass as amended:

ORDINANCE NO. 6466, AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY ADJACENT TO ROCK SPRINGS ROAD FROM R-1B, RESIDENTIAL DISTRICT TO B-4P, PLANNED BUSINESS DISTRICT IN THE 14TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

2. Agreement with TDOT Related to the Lynn Garden Drive Signal System Project and Appropriation of Funds (AF: 42-2015) (Ryan McReynolds).

Motion/Second: George/Parham, to pass:

ORDINANCE NO. 6467, AN ORDINANCE TO AMEND THE MPO FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FOR LYNN GARDEN DRIVE SIGNALS; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

3. Budget Ordinance to Transfer Funds for the Wilcox Court Intersection Improvements Project (AF: 49-2015) (Ryan McReynolds).

Motion/Second: McIntire/George, to pass:

ORDINANCE NO. 6468, AN ORDINANCE TO AMEND THE GENERAL PROJECT FUND BUDGET BY TRANSFERRING FUNDS FOR THE WILCOX COURT INTERSECTION IMPROVEMENT PROJECT; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen of the City of Kingsport, Tennessee, Tuesday, March 3, 2015

D. OTHER BUSINESS.

1. **Agreement with Eastman Chemical Company to Allow for a Change Order to the Pedestrian Bridge over Wilcox Drive (AF: 51-2015) (Ryan McReynolds).**

Motion/Second: Segelhorst/Clark, to pass:

Resolution No. 2015-139, A RESOLUTION APPROVING A GUARANTY OF CHANGE ORDER EXPENSE WITH EASTMAN CHEMICAL COMPANY REGARDING THE WILCOX ROAD PEDESTRIAN BRIDGE AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

2. **First Amendment to Funding Agreement with the Industrial Development Board of the City of Kingsport (KEDB), Sullivan County, Tennessee and the Bank of Tennessee (AF: 56-2015) (Jeff Fleming).**

Motion/Second: Parham/Segelhorst, to pass:

Resolution No. 2015-140, A RESOLUTION APPROVING AN AMENDMENT TO THE FUNDING AGREEMENT WITH THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSFORT AND SULLIVAN COUNTY FOR FUNDING FOR THE MANUFACTURING FACILITY LOCATED AT 10388 AIRPORT PARKWAY, AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENTS

Passed: All present voting "aye."

E. APPOINTMENTS/REAPPOINTMENTS. None.

VII. CONSENT AGENDA. None.

VIII. COMMUNICATIONS.

A. CITY MANAGER. Mr. Fleming stated he was proud of how staff has responded to the weather.

B. MAYOR AND BOARD MEMBERS. All of the aldermen commended the city employees, including police, fire and public works for their efforts during the recent bad weather. Alderman George encourage everyone to stop by the Home Builders show this weekend at Meadowview. She also pointed out the Dobyys Bennett band would be performing at Carnegie Hall in New York. Alderman Clark pointed out that home sales were up in January and also that homes have appreciated in value. He also commented on quality of life projects, such as the Aquatic Center, and their value to existing businesses.

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, March 3, 2015**

Alderman Parham mentioned the Eastman regional leaders' conference. Vice-Mayor McIntire commented on meeting with Nashville legislators. Mayor Phillips stated he would be going to New York to watch the band and that he appreciated the high school students who attend the BMA meetings. He also thanked the United Way for all they do and the significance of the amount of money raised to support them.

C. VISITORS. None.

IX. ADJOURN. Seeing no other business for consideration at this meeting, Mayor Phillips adjourned the meeting at 7:45 p.m.

ANGELA MARSHALL
Deputy City Recorder

DENNIS R. PHILLIPS
Mayor



AGENDA ACTION FORM

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

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

Action Form No.: AF-45-2015
 Work Session: March 16, 2015
 First Reading: March 17, 2015
 Final Adoption: April 7, 2015
 Staff Work By: Curtis Montgomery
 Presentation By: Curtis Montgomery

Recommendation:

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

Executive Summary:

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

Attachments:

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

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

NOTICE OF PUBLIC HEARING

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

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

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

PRE-FILED
CITY RECORDER

ORDINANCE NO. _____

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

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

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

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

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

DENNIS R. PHILLIPS
Mayor

ATTEST:

JAMES H. DEMMING
City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY
City Attorney

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

Introduction:

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

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

Presentation:

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

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

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



AGENDA ACTION FORM

Annexation Annual Plan of Services Report

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

Action Form No.:	AF-54-2015	Final Adoption:	N/A
Work Session:	March 16, 2015	Staff Work By:	C. Shepherd
First Reading:	March 17, 2015	Presentation By:	C. Shepherd

Recommendation:

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

- Colonial Heights Area 7 – Part A – Ordinance 6238 – Annual Update
- Colonial Heights Area 7 – Part B – Ordinance 6240 – Annual Update

Executive Summary:

Tennessee Code Annotated 6-51-108 states in part "...upon expiration of six (6) months from the date any annexed territory for which a Plan of Service has been adopted becomes a part of the annexing of the municipality, and annually thereafter until such services have been extended according to such plan, there shall be prepared and published in the newspaper of general circulation in the municipality a report of the progress made in the preceding year... the governing body by municipality shall publish notice of the public hearing on such progress reports and changes, and hold such hearings thereon..." As a result of this statute, and the need to conduct annual public hearings concerning unfulfilled Plan of Service commitments, it is required that the Board of Mayor and Aldermen conduct a public hearing to receive comments concerning the Annual Plan of Service Reports. The Notice of Public Hearing was published March 2, 2015.

Attachments:

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

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

NOTICE OF PUBLIC HEARING

The Kingsport Board of Mayor and Aldermen will conduct a public hearing concerning the ANNUAL PLAN OF SERVICE (POS) REPORT—March, on the following annexation area at its March 17, 2015 regular business meeting at 7:00 P.M. in the courtroom of the City Hall Building, 225 W. Center Street, Kingsport Tennessee.

Annexation Area: Colonial Heights Area 7 – Part A, Ord. No. 6238

Effective Date: 9/21/12

POS, deadline: Water Service, Sewer Service, Street Lighting, 9/21/17

Annexation Area: Colonial Heights Area 7 – Part B, Ord. No. 6240

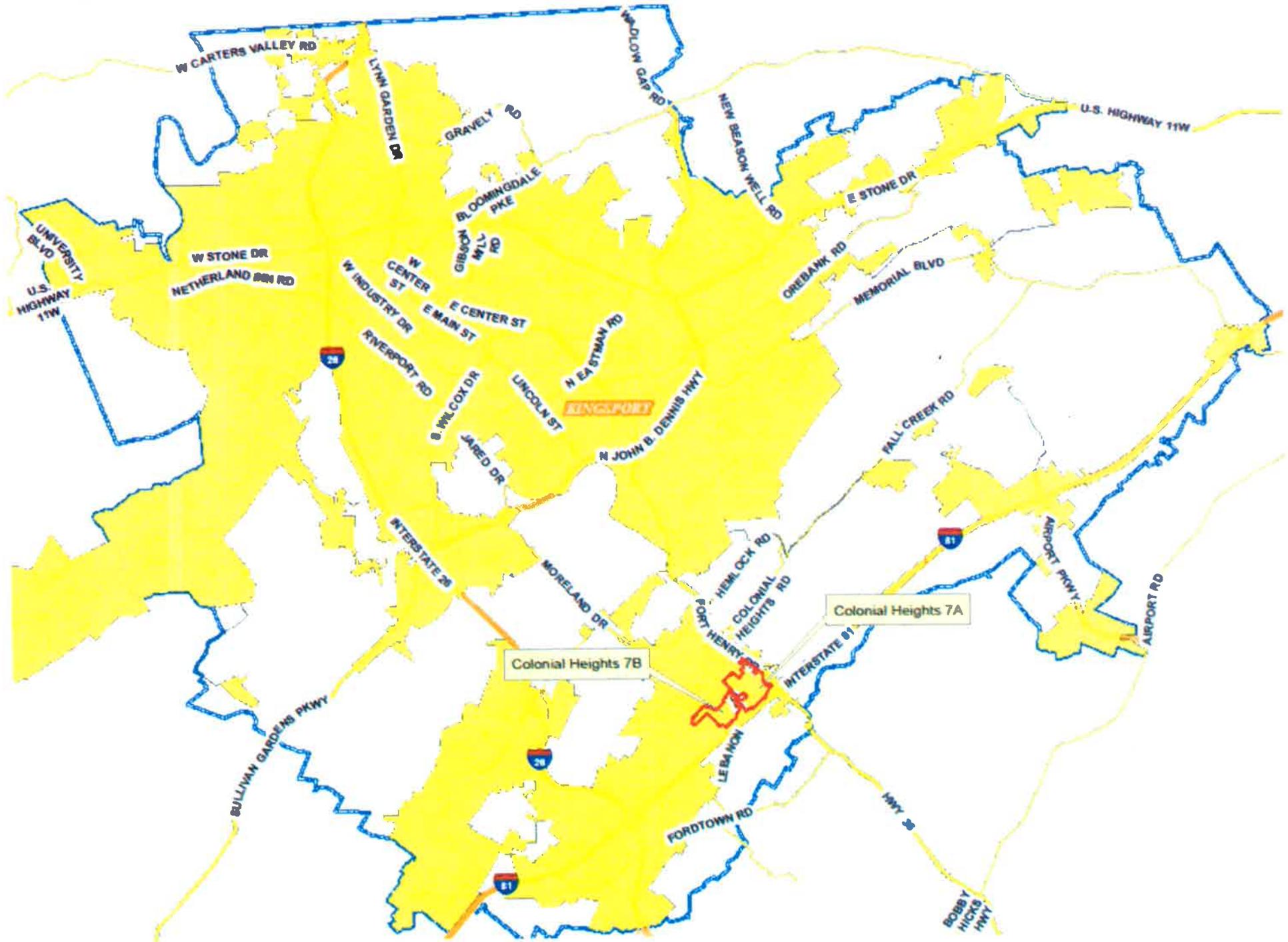
Effective Date: 9/21/12

POS, deadline: Water Service, Sewer Service, Street Lighting, 9/21/17

City of Kingsport
Angie Marshall, Finance Dept.
P1T: 3/2/2015

**MARCH 2015 ANNUAL PLAN OF SERVICE REPORT
FOR ORDINANCE NUMBERS: 6238 & 6240**

<u>Annexation Area</u>	<u>Effective Date</u>	<u>POS Deadline</u>	<u>Est. Completion</u>	<u>Status</u>
Colonial Heights Area 7 - Part A Ordinance No. 6238	09/21/2012	Water Service Sewer Service Street Lighting	Sept. 21, 2017 Sept. 21, 2017 Sept. 21, 2017	Completed by end FY 2014 Survey & Design in 2014 FY 2017
Colonial Heights Area 7 - Part B Ordinance No. 6240	09/21/2012	Water Service Sewer Service Street Lighting	Sept. 21, 2017 Sept. 21, 2017 Sept. 21, 2017	Survey & Design in 2014 Survey & Design in 2014 FY 2017



2015 ANNEXATION PLAN OF SERVICES ANNUAL UPDATE FOR March 2015

Pursuant to Tennessee Code Annotated 6-51-108, the City of Kingsport Tennessee is presenting the following report of progress on adopted Plans of Services

ANNEXATION PROJECT and LOCATION	ORD No.	EFFECTIVE DATE	WATER SERVICE	SEWER SERVICE	FIRE and POLICE	CITY SCHOOLS	ELECTRICAL SERVICE	STREET MAINTENANCE	RECREATION FACILITIES	PLANNING & ZONING	STREET LIGHTING	SOLID WASTE
Prior to Public Chapter 1101												
2006 Annexations												
06-301-00022 Rock Springs South Area #5 North Side	5641	Feb. 13, 2009	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed
2007 Annexations												
07-301-00004 Rock Springs South Area #6 Remaining	5754	July 11, 2009	July 11, 2014	July 11, 2014	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed
2008 Annexations												
08-301-00008 Pierson Annexation	5728	September 19, 2008	Agreement	Agreement	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed
08-301-00015 Rock Springs South Area # 6 Volunteer	5732	September 19, 2008	September 19, 2013	September 19, 2013	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed
08-301-00010 Osborn Annexation	5739	October 16, 2008	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed
08-301-00019 Williams Annexation	5750	Nov 7, 2008	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Available	Completed
08-301-00021 Warrior Falls Annexation	5782	Dec 4, 2008	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed
08-301-00018 Cherry Knoll Annexation	5784	Dec 4, 2008	Completed	December 4, 2016 Extended	Completed	Completed	Completed	Completed	Completed	Completed	December 4, 2016 Extended	Completed
08-301-00022 Cleek Road Annexation	5795	Jan 16, 2009	Jan 16, 2014	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed
08-301-00029 Warrior Falls 2008 Annexation	5802	March 5, 2009	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed
2009 Annexations												
09-301-00003 RS1 Annexation	5836	Jul 2, 2009	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed
09-301-00006 RS2 Annexation	5859	Aug 20, 2009	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed
09-301-00008 RS4 Annexation	5871	Sep 3, 2009	Completed	Portion Complete	Completed	Completed	Completed	Completed	Completed	Completed	Sep 3, 2014	Completed
09-301-00009 RS5 Annexation	5878	October 1, 2009	October 1, 2014	October 1, 2014	Completed	Completed	Completed	Completed	Completed	Completed	October 1, 2014	Completed
09-301-00010 RS6 Annexation	5880	October 1, 2009	October 1, 2014	October 1, 2014	Completed	Completed	Completed	Completed	Completed	Completed	October 1, 2014	Completed
09-301-00011 RS7 Annexation	5894	November 20, 2009	November 20, 2014	November 20, 2014	Completed	Completed	Completed	Completed	Completed	Completed	November 20, 2014	Completed
09-301-00012 RS8 Annexation	5896	November 20, 2009	November 20, 2014	November 20, 2014	Completed	Completed	Completed	Completed	Completed	Completed	November 20, 2014	Completed
09-301-00016 Stone Tree Area A Annexation	5904	December 4, 2009	December 4, 2014	December 4, 2014	Completed	Completed	Completed	Completed	Completed	Completed	December 4, 2014	Completed
09-301-00017 Stone Tree Area B Annexation	5906	December 4, 2009	December 4, 2014	December 4, 2014	Completed	Completed	Completed	Completed	Completed	Completed	December 4, 2014	Completed
09-301-00018 Stone Tree Area C Annexation	5908	December 4, 2009	December 4, 2014	December 4, 2014	Completed	Completed	Completed	Completed	Completed	Completed	December 4, 2014	Completed
09-301-00019 Stone Tree Area D Annexation	5910	December 4, 2009	December 4, 2014	December 4, 2014	Completed	Completed	Completed	Completed	Completed	Completed	December 4, 2014	Completed
2010 Annexations												
10-301-00002 Lebanon Road Annexation	5958	June 4, 2010	June 4, 2015	June 4, 2015	Completed	Completed	Completed	Completed	Completed	Completed	June 4, 2015	Completed
10-301-00003 Eagle Pointe Annexation	5962	August 6, 2010	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed
10-301-00011 Colonial Heights Area 1 Part A	6013	November 26, 2010	November 26, 2015	Completed	Completed	Completed	Completed	Completed	Completed	Completed	November 26, 2015	Completed
10-301-00011 Colonial Heights Area 1 Part B	6015	November 26, 2010	November 26, 2015	Completed	Completed	Completed	Completed	Completed	Completed	Completed	November 26, 2015	Completed



AGENDA ACTION FORM

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

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

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

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

Recommendation:

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

Executive Summary:

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

Attachments:

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

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

NOTICE OF PUBLIC HEARING

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

The property proposed for annexation is generally described as follows:

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

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

CITY OF KINGSPORT

James H. Demming, City Recorder

P1T: 03/02/15

ORDINANCE NO. _____

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

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

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

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

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

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

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

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

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

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

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

DENNIS R. PHILLIPS, Mayor

ATTEST:

JAMES H. DEMMING, City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING _____

PASSED ON 2ND READING _____

ORDINANCE NO. _____

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY ADJACENT TO RIDGECREST AVENUE FROM R-1, SINGLE FAMILY RESIDENTIAL DISTRICT TO R-1B, SINGLE FAMILY RESIDENTIAL IN THE 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 Ridgcrest Avenue from County R-1, High Density Single Family Residential District to City R-1B, Single Family Residential in the 11th Civil District of Sullivan County; said area to be rezoned being further and more particularly described as follows:

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

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

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

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 _____

RESOLUTION NO.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Ridgecrest 2 Annexation
Plan of Services**

1. Police Protection

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

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

2. Fire Protection

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

3. Water

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

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

4. Electricity

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

5. Sanitary Sewer

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

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

6. Solid Waste Disposal

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

7. Public Road/Street Construction & Repair

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

8. Recreational Facilities

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

9. Street Lighting

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

10. Zoning Services

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

11. Schools

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

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

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

12. Traffic Control

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

13. Inspection Services

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

14. Animal Control

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

15. Storm Sewers

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

16. Leaf Removal

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

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

17. Litter Control

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

18. Graffiti Control

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

19. Other Services

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

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

ADOPTED this the 17th day of March 2015.

ATTEST:

DENNIS R. PHILLIPS, Mayor

JAMES H. DEMMING
City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

Kingsport Regional Planning Commission

Annexation Report

File Number 14-301-00009

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

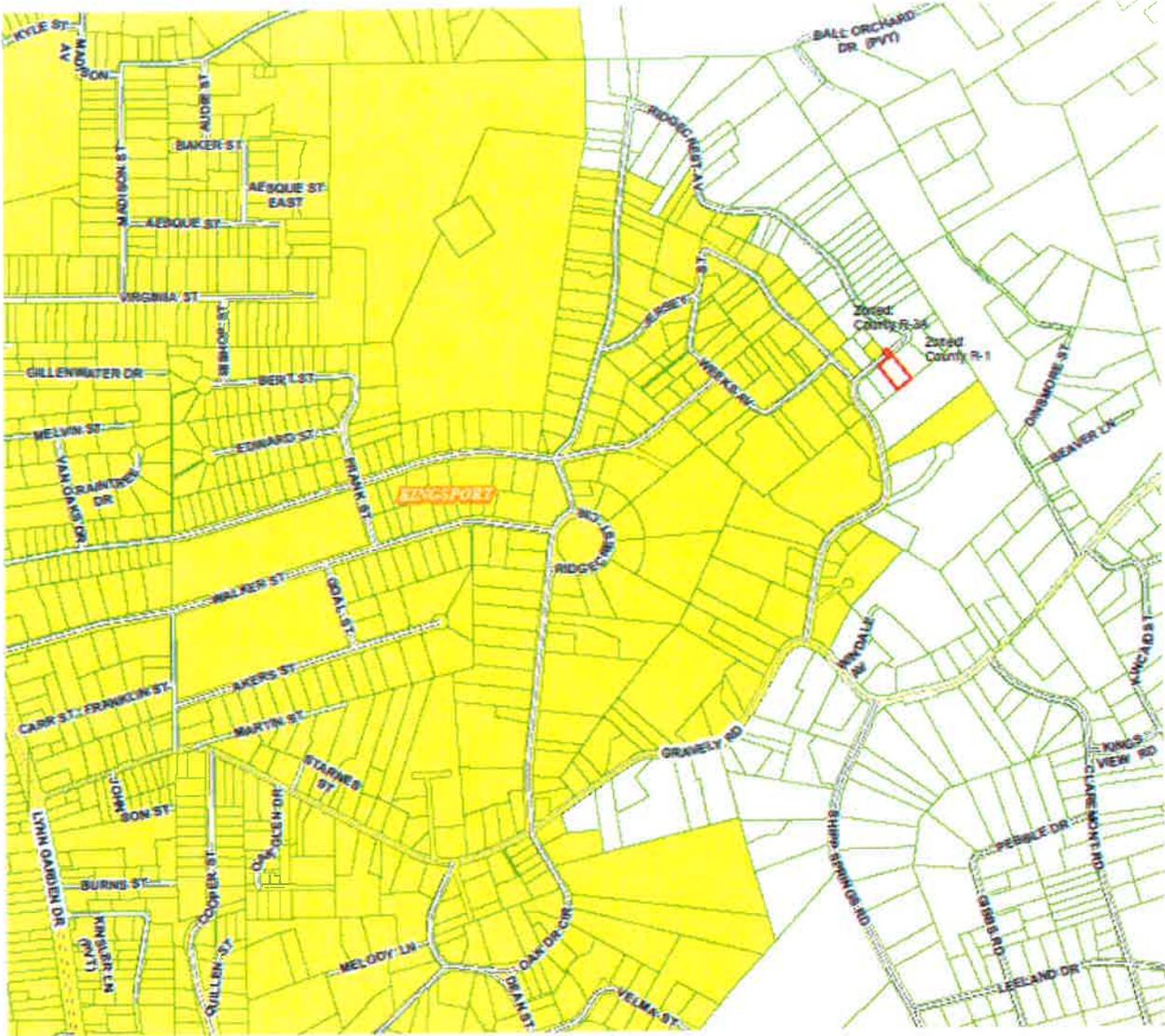
Kingsport Regional Planning Commission

Annexation Report

File Number 14-301-00009

Denial:		Reason for Denial:	
Deferred:		Reason for Deferral:	

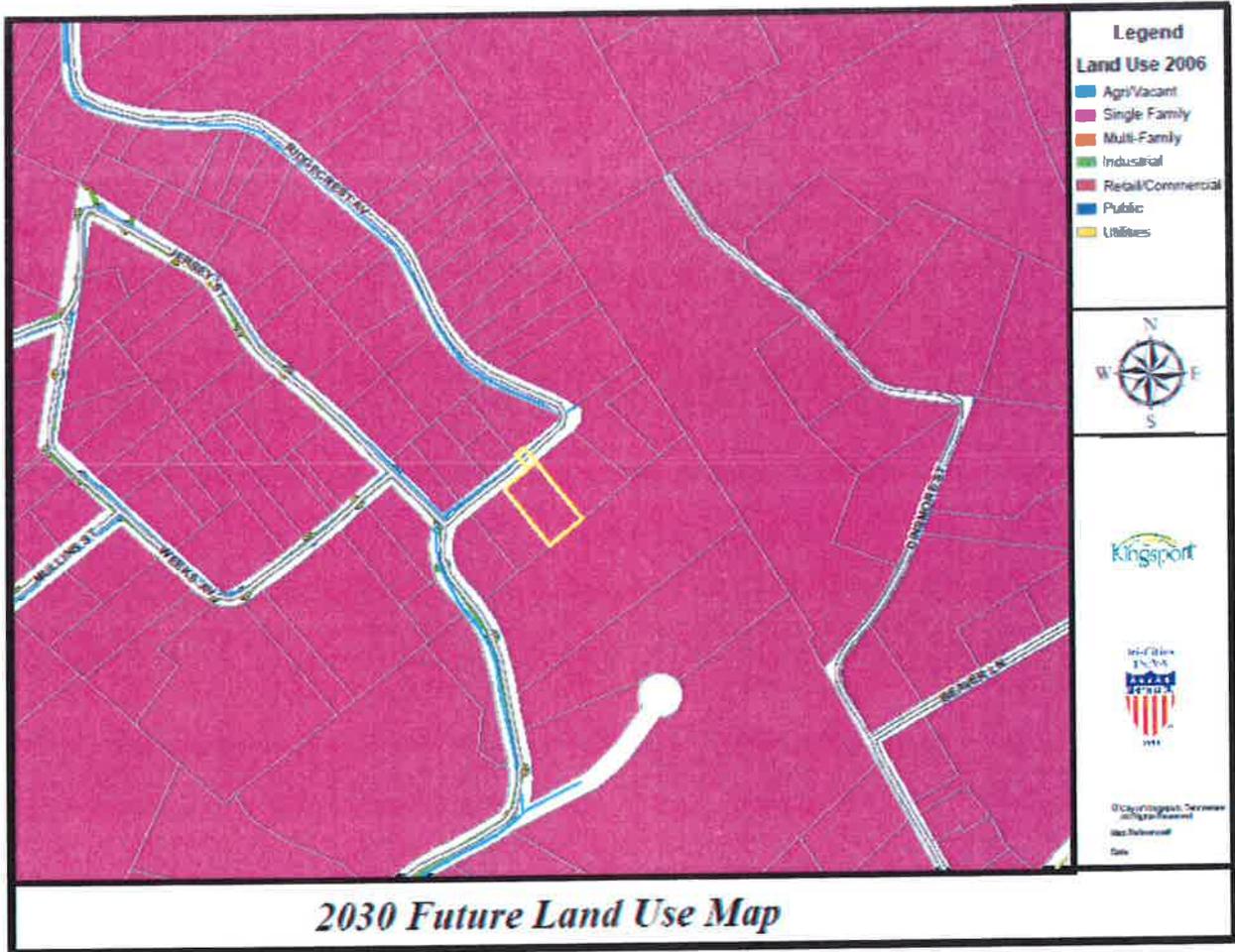
Area Map



Current Zoning Map



Future Land Use Map



Cost

Ridgecrest 2
Cost

Cost Estimate/ tax records as of January 20, 2015

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

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

Existing Surrounding Land Uses



Kingsport Regional Planning Commission

Annexation Report

File Number 14-301-00009

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

CONCLUSION

The Kingsport Planning Division recommends approval for the following reasons:

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

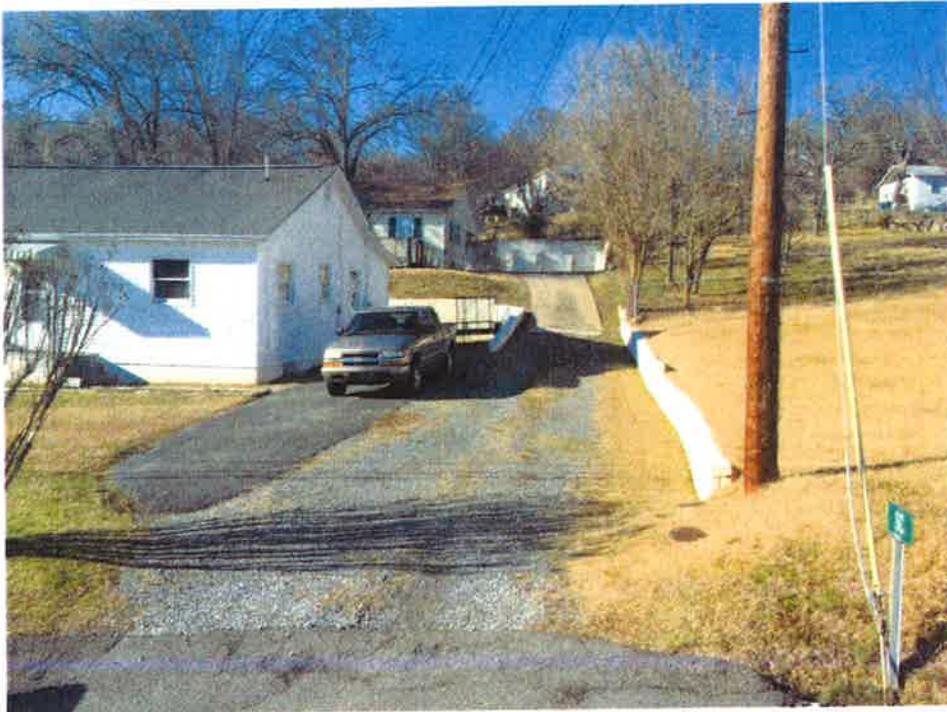
Aerial Photo



North



West



East



South



ANNEXATION PETITION



PETITIONER INFORMATION:

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

In Household and Ages:

PROPERTY INFORMATION:

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

OTHER INFORMATION:

Danny McCann - ~~Danny McCann~~ Sonya McCann Sonya McCann
 Beau McCann Beau McCann Thezia McCann Thezia McCann

DISCLAIMER AND SIGNATURE

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

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

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

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



DANSMORE ST

Zoned: R-1B

Zoned: County R-1



Zoned: County R-3A

Zoned: R-1B

Zoned: R-1B

RODCREST AV

JERSEY ST

WEEKS AV

Rationale

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



AGENDA ACTION FORM

Amend the FY15 Operating Budgets and Various Projects

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

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

Recommendation:
 Approve the ordinance.

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

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

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

Attachments:
 1. Ordinance

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

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

PRE-FILED CITY RECORDER

ORDINANCE NO. _____

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

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

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

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

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

Totals:

658,037	(92,000)	566,037
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Expenditures:

311-0000-601-2023 Arch/Eng/Landscaping	\$ 637,089	\$ (92,000)	\$ 545,089
311-0000-601-4041 Bond Sale Expense	20,948	0	20,948
Totals:	658,037	(92,000)	566,037

**Fund 311: General Project Fund
Wilcox Mobility Path (GP1229)**

Revenues:

311-0000-368-1041 Series 2012C GO Pub Imp	\$ 295,341	\$ (7,248)	\$ 288,093
311-0000-368-2101 Premium From Bond Sale	10,282	0	10,282
Totals:	305,623	(7,248)	298,375

Expenditures:

311-0000-601-2023 Arch/Eng/Landscaping	\$ 17,750	\$ 14,552	\$ 32,302
311-0000-601-2097 State Reviews & Permits	250	0	250
311-0000-601-4041 Bond Sale Expense	5,623	0	5,623
311-0000-601-9003 Improvements	282,000	(21,800)	260,200
Totals:	305,623	(7,248)	298,375

**Fund 311: General Project Fund
Harbor Chapel Road (GP0917)**

Revenues:

311-0000-368-1035 Series 2009A GO Pub Imp	\$ 829,664	\$ 0	\$ 829,664
311-0000-368-1040 Series 2011 GO Pub Imp	71,934	(1,556)	70,378
311-0000-368-2101 Premium From Bond Sale	18,352	0	18,352
Totals:	919,950	(1,556)	918,394

Expenditures:

311-0000-601-2022 Construction Contracts	\$ 762,956	\$ 0	\$ 762,956
311-0000-601-2023 Arch/Eng/Landscaping	82,801	(12,775)	70,026
311-0000-601-4041 Bond Sale Expense	32,692	0	32,692
311-0000-601-9001 Land	41,501	11,219	52,720
Totals:	919,950	(1,556)	918,394

**Fund 311: General Project Fund
Sullivan Clinchfield Improvements (GP1202)**

Revenues:

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

Expenditures:

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

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

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

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

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

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

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

Fund 311: General Project Fund
Street Resurfacing (GP1518)

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

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

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

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

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

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

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

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

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

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

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

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

Fund 311: General Fund
Emergency Sirens (GP1225)

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

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

Fund 311: General Fund
Fire Training Ground (GP1521)

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

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

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

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

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

Fund 311: General Fund
Facilities Maintenance (GP1006)

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

Expenditures:

311-0000-601-2022 Construction Contracts	\$ 120,780	\$ 0	\$ 120,780
311-0000-601-2023 Arch/Eng/Landscaping	1,800	(1,499)	301
311-0000-601-3020 Operating Supplies & Tools	5,500	0	5,500
Totals:	128,080	(1,499)	126,581

Fund 311: General Fund

Renaissance Center Roof Repair (GP1020)

Revenues:

311-0000-368-1037 Series 2009D (BABS) GO	\$ 177,269	\$ (36,945)	\$ 140,324
311-0000-368-2101 Premium From Bond Sale	286	0	286
Totals:	177,555	(36,945)	140,610

Expenditures:

311-0000-601-2023 Arch/Eng/Landscaping	\$ 0	\$ 14,822	\$ 14,822
311-0000-601-4041 Bond Sale Expense	2,555	0	2,555
311-0000-601-9003 Improvements	175,000	(51,767)	123,233
Totals:	177,555	(36,945)	140,610

Fund 311: General Fund

HVAC Replacement (GP1523)

Revenues:

311-0000-368-1037 Series 2009D (BABS) GO	\$ 0	\$ 36,945	\$ 36,945
311-0000-368-1041 Series 2012C GO Pub Imp	0	36,281	36,281
311-0000-368-1047 Series 2014A GO Bonds	229,126	0	229,126
311-0000-368-2101 Premium From Bond Sale	23,993	0	23,993
Totals:	253,119	73,226	326,345

Expenditures:

311-0000-601-4041 Bond Sale Expense	\$ 3,119	\$ 0	\$ 3,119
311-0000-601-9003 Improvements	250,000	73,226	323,226
Totals:	253,119	73,226	326,345

Fund 311: General Fund

Facilities Improvements (GP1531)

Revenues:

311-0000-368-1041 Series 2012C GO Pub Imp	\$ 0	\$ 20,000	\$ 20,000
311-0000-391-0100 From General Fund	0	1,499	1,499
Totals:	0	21,499	21,499

Expenditures:

311-0000-601-2022 Construction Contracts	\$ 0	\$ 5,000	\$ 5,000
311-0000-601-9003 Improvements	0	16,499	16,499

Totals:	0	21,499	21,499
Fund 455: Demolition Landfill			
Solid Waste Equipment (DL1200)			
Revenues:			
455-0000-391-0527 Series 2012C GO Pub Imp	\$ 560,000	\$ (15,614)	\$ 544,386
Totals:	560,000	(15,614)	544,386

Expenditures:			
455-0000-601-9006 Purchases Over \$5,000	\$ 560,000	\$ (15,614)	\$ 544,386
Totals:	560,000	(15,614)	544,386

Fund 455: Demolition Landfill			
Mobile Recycling Totes (DL1201)			
Revenues:			
455-0000-391-0527 Series 2012C GO Pub Imp	\$ 600,000	\$ 15,391	\$ 615,391
Totals:	600,000	15,391	615,391

Expenditures:			
455-0000-601-2022 Construction Contracts	\$ 0	\$ 13,500	\$ 13,500
455-0000-601-9006 Purchases Over \$5,000	600,000	1,891	601,891
Totals:	600,000	15,391	615,391

Fund 455: Demolition Landfill			
Solid Waste Equipment (DL1401)			
Revenues:			
455-0000-391-0529 Series 2013b GO Pub Imp	\$ 305,000	\$ (14,634)	\$ 290,366
Totals:	305,000	(14,634)	290,366

Expenditures:			
455-0000-601-9006 Purchases Over \$5,000	\$ 305,000	\$ (14,634)	\$ 290,366
Totals:	305,000	(14,634)	290,366

Fund 455: Demolition Landfill			
Solid Waste Equipment (DL1501)			
Revenues:			
455-0000-391-0529 Series 2013b GO Pub Imp	\$ 0	\$ 14,634	\$ 14,634
455-0000-391-0527 Series 2012C GO Pub Imp	0	223	223
455-0000-391-0530 Series 2014A BO Bonds	100,000	0	100,000
Totals:	100,000	14,857	114,857

Expenditures:			
455-0000-601-9006 Purchases Over \$5,000	\$ 100,000	\$ 14,857	\$ 114,857
Totals:	100,000	14,857	114,857

Fund 211: Debt Service

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

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

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

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

DENNIS PHILLIPS, Mayor

ATTEST:

APPROVED AS TO FORM:

JAMES H. DEMMING, City Recorder

J. MICHAEL BILLINGSLEY, City Attorney

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



AGENDA ACTION FORM

Amend the FY15 Operating Budgets and Various Projects

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

Action Form No.: AF-55-2015
 Work Session: March 3, 2015
 First Reading: March 3, 2015
 Final Adoption: **March 17, 2015**
 Staff Work By: Judy Smith
 Presentation By: Jeff Fleming

Recommendation:
 Approve the ordinance.

Executive Summary:
 This ordinance is a cleanup ordinance for the various operating budgets and projects. The General Project Fund will be amended by transferring funds to the Sullivan St. Improvements project in the amount of \$658,030, by transferring \$165,197 from the Bridge Repair/Improvement project to the Street Resurfacing project and by transferring \$349,197 to State Street Aid for snow removal from the street resurfacing project and close all of the old projects.

The Water Fund will be amended by transferring funds from the Galvanized Water Pipe Replacement project in the amount of \$2,930, by transferring \$74,652 from the Double Springs Tank project, by transferring \$949 from the Rock Springs PH2 Waterline Upgrade project, by transferring \$17,043 from the North Kingsport Annexation Project to the Sullivan Street Phase 2 project in the amount of \$90,700 and by transferring the remaining \$4,874 to the Double Springs Waterline project.

The Double Springs Waterline project will also be adjusted by transferring \$59,529 from the Westfield Annexation Upgrade project and by transferring \$172,041 from the Hidden Acres/Peppertree project making the total transfer to Double Springs Waterline project \$236,444.

Attachments:
 1. Ordinance

Funding source appropriate and funds are available: 

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



AGENDA ACTION FORM

Amend the FY15 Operating Budgets and Various Projects

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

Action Form No.: AF-55-2015
Work Session: March 3, 2015
First Reading: March 3, 2015

Final Adoption: March 17, 2015
Staff Work By: Judy Smith
Presentation By: Jeff Fleming

Recommendation:

Approve the ordinance.

Executive Summary:

This ordinance is a cleanup ordinance for the various operating budgets and projects. The General Project Fund will be amended by transferring funds to the Sullivan St. Improvements project in the amount of \$658,030, by transferring \$165,197 from the Bridge Repair/Improvement project to the Street Resurfacing project and by transferring \$349,197 to State Street Aid for snow removal from the street resurfacing project and close all of the old projects.

The Water Fund will be amended by transferring funds from the Galvanized Water Pipe Replacement project in the amount of \$2,930, by transferring \$74,652 from the Double Springs Tank project, by transferring \$949 from the Rock Springs PH2 Waterline Upgrade project, by transferring \$17,043 from the North Kingsport Annexation Project to the Sullivan Street Phase 2 project in the amount of \$90,700 and by transferring the remaining \$4,874 to the Double Springs Waterline project.

The Double Springs Waterline project will also be adjusted by transferring \$59,529 from the Westfield Annexation Upgrade project and by transferring \$172,041 from the Hidden Acres/Peppertree project making the total transfer to Double Springs Waterline project \$236,444.

Attachments:

- 1. Ordinance

Funding source appropriate and funds are available: *JF*

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

ORDINANCE NO. _____

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

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

SECTION I. That the General Project Fund budgets be amended by transferring \$658,030 from the Sullivan Street Improvements project (GP1226) to the Sullivan Street Improvements Project Phase 2, by transferring \$165,197 from the Bridge Repair/Improvements (GP1017) to the Street Resurfacing Project (GP1518) and by transferring \$349,197 from the Street Resurfacing Project (NC1500) to the State Street Aid Fund for Snow Removal and that the General Fund budget be amended by appropriating funds to Police Department operating budget in the amount of \$3,750 for carpet and repairs.

Section II. That the Water Project Fund budgets be amended by transferring funds from the Galvanized Water Pipe Replacement project (WA1202) in the amount of \$2,930, from the Double Springs Tank project (WA1305) in the amount of \$74,652, from the Rock Springs PH2 Waterline Upgrade (WA1304) in the amount of \$949, from the North Kingsport Annexation project (WA1307) in the amount of \$17,043 to the Sullivan Street Phase 2 Waterline project (WA1509) in the amount of \$90,700 and to the Double Springs Waterline (WA1510) in the amount of \$4,874; and that the Water Project Fund be amended by transferring \$59,529 from the Westfield Annexation Upgrade (WA1302) and by transferring \$172,041 from the Hidden Acres/Peppertree project (WA1308) to the Double Springs Waterline project (WA1510).

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Fund 311: General Project Fund			
Sullivan St. Improvements (GP1226)			
Revenues:	\$	\$	\$
311-0000-368-1037 Series 2009D (BABS) GO	135,000	0	135,000
311-0000-368-1040 Series 2011 GO Pub Imp	85,827	0	85,827
311-0000-368-1041 Series 2012C GO Pub Imp	408,804	0	408,804
311-0000-368-1046 Series 2013B GO Pub Imp	28,591	0	28,591
311-0000-368-1047 Series 2014A GO Bonds	615,340	(602,755)	12,585
311-0000-368-2101 Premium From Bond Sale	88,850	(55,275)	33,575
Totals:	1,362,412	(658,030)	704,382
Expenditures:	\$	\$	\$
311-0000-601-2023 Arch/Eng/Landscaping	70,086	0	70,086
311-0000-601-4041 Bond Sale Expense	29,371	0	29,371

311-0000-601-9001 Land	20,945	5,881	26,826
311-0000-601-9003 Improvements	1,242,010	(663,911)	578,099
Totals:	1,362,412	(658,030)	704,382

Fund 311: General Project Fund
Sullivan St Improvements PH2 (GP1500)

Revenues:	\$	\$	\$
311-0000-368-1046 Series 2013B GO Pub Imp	21,409	0	21,409
311-0000-368-1047 2014A GO Bonds	1,099,802	602,755	1,702,557
311-0000-368-2101 Premium From Bond Sale	115,166	55,275	170,441
Totals:	1,236,377	658,030	1,894,407

Expenditures:	\$	\$	\$
311-0000-601-2023 Arch/Eng/Landscaping	61,409	158,030	219,439
311-0000-601-4041 Bond Sale Expense	14,968	0	14,968
311-0000-601-9003 Improvements	1,160,000	500,000	1,660,000
Totals:	1,236,377	658,030	1,894,407

Fund 311: General Project Fund
Bridge Repair/Improvements (GP1017)

Revenues:	\$	\$	\$
311-0000-368-1037 Series 2009D (BABS) GO	107,095	(97,026)	10,069
311-0000-368-1047 Series 2014A GO Bonds	68,171	(68,171)	0
311-0000-368-2101 Premium From Bond Sale	7,423	0	7,423
Totals:	182,689	(165,197)	17,492

Expenditures:	\$	\$	\$
311-0000-601-2022 Construction Contracts	1,872	0	1,872
311-0000-601-2023 Arch/Eng/Landscaping	7,628	(128)	7,500
311-0000-601-4041 Bond Sale Expense	3,482	0	3,482
311-0000-601-9003 Improvements	169,707	(165,069)	4,638
Totals:	182,689	(165,197)	17,492

Fund 311: General Project Fund
Street Resurfacing (GP1518)

Revenues:	\$	\$	\$
311-0000-368-1037 Series 2009D (BABS) GO	0	97,026	97,026
311-0000-368-1047 2014 A GO Bonds	916,502	68,171	984,673
311-0000-368-2101 Premium From Bond Sale	95,971	0	95,971
Totals:	1,012,473	165,197	1,177,670

Expenditures:	\$	\$	\$
311-0000-601-2022 Construction Contracts	1,000,000	165,197	1,165,197

311-0000-601-4041 Bond Sale Expense	12,473	0	12,473
Totals:	1,012,473	165,197	1,177,670

Fund 111: General Project –Special Rev Fund
Street Resurfacing (NC1500)

Revenues:	\$	\$	\$
111-0000-391-0100 From General Fund	593,533	(349,197)	244,336
Totals:	593,533	(349,197)	244,336

Expenditures:	\$	\$	\$
111-0000-601-2022 Construction Contracts	593,533	(355,861)	237,672
111-0000-601-2023 Arch/Eng/Landscaping	0	6,664	6,664
Totals:	593,533	(349,197)	244,336

Fund 110: General Fund

Expenditures:	\$	\$	\$
110-4804-481-7035 Gen Proj.-Spec Rev	617,565	(349,197)	268,368
110-4804-481-7023 To State Street Aid	1,239,000	349,197	1,588,197
Totals:	1,856,565	0	1,856,565

Fund 121: State Street Aid Fund

Revenues:	\$	\$	\$
121-0000-391-0100 From General Fund	1,239,000	349,197	1,588,197
Totals:	1,239,000	349,197	1,588,197

Expenditures:	\$	\$	\$
121-4024-461-3038 Snow Removal Services	350,000	349,197	699,197
Totals:	350,000	349,197	699,197

Fund 411: Water Project Fund
Galvanized WA Pipe Replacement (WA1202)

Revenues:	\$	\$	\$
451-0000-391-0526 Series 2011 GO Bonds	902,507	(2,930)	899,577
Totals:	902,507	(2,930)	899,577

Expenditures:	\$	\$	\$
451-0000-605-2023 Arch/Eng/Landscaping	105,392	(2,930)	102,462
451-0000-605-2054 Land & Building Rental	13,201	0	13,201
451-0000-605-2097 State Reviews & Permits	1,502	0	1,502
451-0000-605-9001 Land	1,162	0	1,162
451-0000-605-9003 Improvements	781,250	0	781,250
Totals:	902,507	(2,930)	899,577

Fund 411: Water Project Fund
Westfield Annex UPG(WA1302)

<u>Revenues:</u>	\$	\$	\$
451-0000-391-0525 Series 2009D (BABS)GO	232,543	0	232,543
451-0000-391-0526 Series 2011 GO Bonds	216,367	0	216,367
451-0000-391-4500 From Water Fund	181	0	181
451-0000-391-4600 Reserve Outside City Imp	225,909	(59,529)	166,380
Totals:	675,000	(59,529)	615,471

<u>Expenditures:</u>	\$	\$	\$
451-0000-605-2023 Arch/Eng/Landscaping	85,700	(9,109)	76,591
451-0000-601-9003 Improvements	589,300	(50,420)	538,880
Totals:	675,000	(59,529)	615,471

Fund 411: Water Project Fund
Rock Springs PH2 WL UPG (WA1304)

<u>Revenues:</u>	\$	\$	\$
451-0000-391-4500 From Water Fund	172,579	(949)	171,630
Totals:	172,579	(949)	171,630

<u>Expenditures:</u>	\$	\$	\$
451-0000-605-2023 Arch/Eng/Landscaping	10,664	(949)	9,715
451-0000-605-9003 Improvements	161,915	0	161,915
Totals:	172,579	(949)	171,630

Fund 411: Water Project Fund
Double Springs Tank (WA1305)

<u>Revenues:</u>	\$	\$	\$
451-0000-391-0525 Series 2009D (BABS)GO	114,943	0	114,943
451-0000-391-4500 From Water Fund	647,057	(74,652)	572,405
Totals:	762,000	(74,652)	687,348

<u>Expenditures:</u>	\$	\$	\$
451-0000-605-2023 Arch/Eng/Landscaping	35,000	0	35,000
451-0000-605-9003 Improvements	727,000	(74,652)	652,348
Totals:	762,000	(74,652)	687,348

Fund 411: Water Project Fund
North Kpt Annexation (WA1307)

<u>Revenues:</u>	\$	\$	\$
451-0000-391-0526 Series 2011 GO Bonds	64,000	(17,043)	46,957
Totals:	64,000	(17,043)	46,957

Expenditures:

451-0000-605-2023 Arch/Eng/Landscaping
451-0000-605-9003 Improvements

Totals:

	\$	\$	\$
	8,000	(2,233)	5,767
	56,000	(14,810)	41,190
	64,000	(17,043)	46,957

Fund 411: Water Project Fund
Hidden Acres/Peppertree (WA1308)

Revenues:

451-0000-391-0529 Series 2013 B GO Imp
451-0000-391-4500 From Water Fund

Totals:

	\$	\$	\$
	950,000	(122,041)	827,959
	50,000	(50,000)	0
	1,000,000	(172,041)	827,959

Expenditures:

451-0000-605-2022 Construction Contracts
451-0000-605-2023 Arch/Eng/Landscaping
451-0000-605-9003 Improvements

Totals:

	\$	\$	\$
	100	(22)	78
	117,900	(21,807)	96,093
	882,000	(150,212)	731,788
	1,000,000	(172,041)	827,959

Fund 411: Water Project Fund
Sullivan St. Phase 2 Waterline (WA1509)

Revenues:

451-0000-391-0526 Series 2011 GO Bonds
451-0000-391-4500 From Water Fund

Totals:

	\$	\$	\$
	0	19,973	19,973
	0	70,727	70,727
	0	90,700	90,700

Expenditures:

451-0000-605-2023 Arch/Eng/Landscaping
451-0000-605-9003 Improvements

Totals:

	\$	\$	\$
	0	11,600	5,804
	0	79,100	79,100
	0	90,700	84,904

Fund 411: Water Project Fund
Double Springs Waterline (WA1510)

Revenues:

451-0000-391-4600 Reserve Outside City Imp
451-0000-391-0529 Series 2013 B GO Imp
451-0000-391-4500 From Water Fund

Totals:

	\$	\$	\$
	0	59,529	59,529
	0	122,041	122,041
	0	54,874	54,874
	0	236,444	236,444

Expenditures:

451-0000-605-2023 Arch/Eng/Landscaping
451-0000-605-9003 Improvements

Totals:

	\$	\$	\$
	0	35,222	35,222
	0	201,222	201,222
	0	236,444	236,444

Fund 110: General Fund

Revenues:

110-0000-368-9900	Miscellaneous	\$	30,000	\$	3,750	\$	33,750
Totals:			30,000		3,750		33,750

Expenditures:

110-3001-441-2055	Repairs & Maintenance	\$	15,000	\$	3,750	\$	18,750
Totals:			15,000		3,750		18,750

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

DENNIS PHILLIPS, Mayor

ATTEST:

APPROVED AS TO FORM:

JAMES H. DEMMING, City Recorder

J. MICHAEL BILLINGSLEY, City Attorney

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



AGENDA ACTION FORM

Amend the Agreement with Prairie Farms Dairy to Renew for an Additional Year

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

Action Form No.: AF-57-2015
Work Session: March 16, 2015
First Reading: N/A

Final Adoption: March 17, 2015
Staff Work By: Committee
Presentation By: Jennifer Walker

Recommendation:
Approve the resolution.

Executive Summary:

At the Board of Mayor and Alderman meeting of November 5, 2013 a resolution was passed to execute an agreement with Prairie Farms Dairy. This agreement was to establish a continuous supply of dairy items for use by the City of Kingsport School Nutrition Services for the time period of January 7, 2014 – January 6, 2015. The agreement included an option to renew the agreement for up to three additional years, in one year increments, provided pricing and quality of services are acceptable to the City of Kingsport. It is now recommended to amend this agreement to extend it for the January 7, 2015 – January 6, 2016 time period for \$250,000.00.

Funding will be provided from School Nutrition Services.

Attachments:

- 1. Resolution
- 2. Letter of Intent to Renew

Funding source appropriate and funds are available:  _____

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN ADDENDUM TO THE AGREEMENT WITH PRAIRIE FARMS DAIRY FOR DAIRY ITEMS FOR THE KINGSPORT CITY SCHOOL NUTRITION SERVICES; AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE ADDENDUM; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE ADDENDUM

WHEREAS, on November 5, 2013, the board approved an agreement with Prairie Farms Dairy to provide dairy products to the Kingsport City School Nutrition Services for the period of January 7, 2014 to January 6, 2015, with the option to renew the agreement for an additional three years, in one year increments; and

WHEREAS, the Kingsport City School Nutrition Services would like to renew the agreement for the term of January 7, 2015 to January 6, 2016, for \$250,000.00.

Now therefore,

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

SECTION I. That an addendum to the agreement with Prairie Farms Dairy for dairy products for the Kingsport City School Nutrition Services for the period of January 7, 2015 to January 6, 2016, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an addendum to the agreement with Prairie Farms Dairy for dairy products for the Kingsport City School Nutrition Services for the period of January 7, 2015 to January 6, 2016, and all other documents necessary and proper to effectuate the purpose of the amendment or this resolution, said amendment being generally as follows:

**ADDENDUM TO AGREEMENT
BETWEEN PRAIRIE FARMS DAIRY
AND CITY OF KINGSPORT
MADE AND ENTERED INTO ON THE ___ DAY OF MARCH 2015**

SECTION 2. CONTRACT TERM. The work to be performed under this Contract shall be from JANUARY 7, 2015 to JANUARY 6, 2016. The Contract will be awarded for a period of one (1) year with a renewal option on an annual basis in one (1) year increments up to two (2) years providing all terms, conditions and cost are acceptable to both parties. The City reserves the right to re-bid at the end of any contract period.

SECTION 3. THE CONTRACT PRICE. The City shall pay, in current fund, the Contractor for the performance of this Contract on the basis of the unit price cost per unit, as set forth in SECTION 1 above, and as set out and stipulated in the bid or proposal of said Contract, and the total cost of TWO HUNDRED FIFTY THOUSAND DOLLARS AND NO CENTS (\$250,000.00) is an estimated total cost, based upon the number of units required for the performance of this Contract and in the event there is any variation in the units actually required in the performance of this Contract, and the estimate made above, then the unit price shall in all things control, so that the total estimated cost of TWO HUNDRED FIFTY THOUSAND DOLLARS AND NO CENTS (\$250,000.00) is subject to being increased in the event the units required for this Contract are greater than that estimated, and is subject to being decreased in the event said units are less

than that estimated; which said payment, based upon the unit costs mentioned above, shall be full compensation for all materials and supplies furnished, and all labor done by the Contractor under and pursuant to this Agreement, and said sum shall also pay for all losses or damages of the Contractor arising out of the nature of the work, and for any and all expenses incurred in consequence of the work under this Contract, and for the well and faithful performance of said Contract.

Notwithstanding any other language to the contrary in the Agreement, the following terms shall be controlling:

1. This Agreement shall terminate at the end of the contract year, January 6, 2016. Additional annual term(s), each of which said term shall expire at the end of the then current contract year, shall be at the sole option of the City of Kingsport. If not renewed, for reason of Funding Out (which means school has insufficient funds to pay at June 30), City shall have no obligation to pay any additional costs and City shall surrender all rights and interest in any asset(s) which are not fully owned by City to Company. Except for the Maintenance Component and charges based upon the usage of the Equipment, the balance of the monthly payment owed by the City shall be consistent during the term(s) of the Agreement.

2. The Agreement shall be governed by the laws of the State of Tennessee. Any action brought in law or in equity to enforce any provision of the entire Agreement shall be filed in the appropriate state court in Sullivan County, Tennessee.

3. In any action to enforce this Agreement, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorney's fees.

By our signatures we have read the above terms of this Addendum and agree with the terms.

[Acknowledgements Deleted for Inclusion in this Resolution]

SECTION III. That the mayor is further authorized and directed to make such changes approved by the mayor and the city attorney to the addendum 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 17th day of March, 2015.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



March 3, 2015

Lisa Tallman
Procurement
Kingsport City Schools
225 W Center Street
Kingsport TN 37660

Dear Ms. Tallman,

Prairie Farms Dairy - Somerset Division agrees to renew the current bid with Kingsport City Schools for the contract period of January 7, 2015 through January 6, 2016.

Thank you for allowing Prairie Farms Dairy - Somerset Division the opportunity to serve you. If you need anything else, please let us know.

Sincerely,

Mike Chandler
General Manager

MC/cpd

PRAIRIE FARMS DAIRY, INC.
607 East Bourne Avenue, Somerset, KY42501 phone 606-679-1131

Serving: Illinois • Indiana • Missouri • Iowa • Kentucky • Tennessee • Nebraska • Michigan • Ohio • Oklahoma • Arkansas • Kansas • Mississippi • Alabama • Georgia • North Carolina • Virginia



AGENDA ACTION FORM

Applying for Fiscal Year 15/16 Emergency Solutions Grant (ESG) Funds

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

Action Form No.: AF-62-2015
 Work Session: March 16, 2015
 First Reading: N/A

Final Adoption: March 17, 2015
 Staff Work By: Mark Haga
 Presentation By: Lynn Tully

Recommendation:

Approve authorizing resolution.

Executive Summary:

The Community Development office requests the Board to approve the use of Emergency Solutions Grant (formerly "Emergency Shelter Grant") funds for Fiscal Year 2015/2016. For next fiscal year, the City is entitled to receive \$120,323 in ESG funds from the Tennessee Housing Development Agency. ESG funds are intended to provide emergency shelter of homeless individuals and families as well as provide for activities which help prevent homelessness and rapidly re-house, with supportive services, families which have become homeless. Community Development proposes to utilize these funds in the following manner:

- Salvation Army - \$43,500 to provide emergency shelter and prevention services.
- Greater Kingsport Alliance for Development (GKAD) - \$25,035 to provide prevention and rapid re-housing services.
- Interfaith Hospitality Network - \$43,500 to provide emergency shelter, prevention and rapid re-housing services.
- City of Kingsport – THDA prescribes 4.5% of the grant for program administration and 2.5% for HMIS participation. The City's share for administration and HMIS would be \$8,288.

The attached resolution authorizes the Mayor to sign the application for funds to THDA.

Attachments:

1. Resolution

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

RESOLUTION NO. 2015-___

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO RECEIVE EMERGENCY SOLUTIONS GRANT FUNDING, FOR FISCAL YEAR 2016, FROM THE TENNESSEE HOUSING DEVELOPMENT AGENCY

WHEREAS, Emergency Solutions Grant funding, for fiscal year 2016, is available through the Tennessee Housing Development Agency; and

WHEREAS, certain documents must be completed and executed to receive the funds.

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, all documents necessary and proper to receive Emergency Solutions Grant funding, for fiscal year 2016, through the Tennessee Housing Development Agency.

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 17th day of March, 2015.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Reimbursement of Materials Agreement Funds to Danny Karst for Edinburgh Phase 5

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

Action Form No.: AF-59-2015
Work Session: March 16, 2015
First Reading: N/A

Final Adoption: March 17, 2015
Staff Work By: R. McReynolds
Presentation By: R. McReynolds

Recommendation:

Approve the resolution.

Executive Summary:

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

Pursuant to the policy, the BMA entered into Materials Agreements with Danny Karst related to Edinburgh Phase 5 (AF-261-2014) in the amount of \$51,965.42. Upon construction, adjustment due to sales tax, and close out of the necessary materials, the Developer is due \$48,501.91.

To date, including these developments, the program has supported 786 new/proposed lots within the City of Kingsport. Of those lots, 306 Building Permits and 232 Certificates of Occupancy have been issued to date.

Attachments:

1. Resolution
2. Closeout Worksheet
3. Location Map(s)

Funding source appropriate and funds are available: 

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING REIMBURSEMENT OF
MATERIALS AGREEMENT FUNDS TO DANNY KARST FOR
EDINBURGH PHASE 5

WHEREAS, pursuant to the Materials Agreement Policy as set forth in Resolution 2007-084, Danny Karst entered into a Materials Agreement in the total amount of \$51,965.42, with the city for provision of certain water and sewer materials by the city for Edinburgh, Phase 5; and

WHEREAS, upon construction, adjustment due to sales tax, and close out of the necessary materials the developer is due reimbursement funds in the amount of \$48,501.91 for Edinburgh, Phase 5.

Now, therefore,

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

SECTION I. That reimbursement of Material Agreement funds to Danny Karst in the amount of \$48,501.91 for Edinburgh, Phase 5, is approved.

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

ADOPTED this the 17th day of March, 2015.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

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

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

Materials Agreement

Project: Edinburgh Phase 5
 Date: February 6 2015
 Developer: Danny Karst

Water line

Item #	Item description	Units	U/M	Price	Total
41828	6" Mj Di accessory kit	4.00	ea	\$14.51	\$58.04
41864	8" x18' DI push on pipe	65.00	jt	\$281.09	\$18,270.85
42115	3.6' bury hydrant	1.00	ea	\$1,274.43	\$1,274.43
42149	8" x 2" Tapped Tee	2.00	ea	\$103.30	\$206.60
42325	6' mj gate valve	1.00	ea	\$425.51	\$425.51
42335	8" mj gate valve	4.00	ea	\$671.96	\$2,687.84
42845	6" x 18" mj anchoring coupling	1.00	ea	\$90.33	\$90.33
43031	8" x 8" x 6" anchoring tee	1.00	ea	\$115.16	\$115.16
40835	8" MJ Joint Restraint Kit	23.00	ea	\$35.63	\$819.49
42100	8" x 8" MJ Tee	3.00	ea	\$112.17	\$336.51
42530	8" MJ Bend	5.00	ea	\$68.78	\$343.90
41839	8" Megalug ACC Kit	4.00	ea	\$12.20	\$48.80
40835	8" One-Lok	4.00	ea	\$32.52	\$130.08
Project #	WA1586				
Subtotal:	Expensed To: 451-0000-605-9003				\$24,807.54
	REVISED SALES TAX			9.50%	\$2,356.72
Subtotal:	Amount paid and Received To: 451-0000-208-1250				\$27,162.00
Sales Tax:	451-0000-207-0201			9.50%	\$2,580.39
	Total Paid			Water Total:	\$29,742.39
	Sales Tax Adjustment				-\$223.67
Water	Refund Due Developer				\$27,385.67



Materials Agreement

Sanitary sewer

Item #	Item description	Units	U/M	Price	Total
45003	8" x 14' sdr-35 gsktd sewer pipe	110.00	jt	\$43.68	\$4,804.80
45057	8" x 6" tee wye gsktd sewer	12.00	ea	\$28.67	\$344.04
45112	manhole covers v-1312-41	6.00	ea	\$232.00	\$1,392.00
45218	32" Manhole Concrete Conc	6.00	ea	\$164.25	\$985.50
45224	32" manhole riser	6.00	ea	\$165.00	\$990.00
45226	Manhole base	6.00	ea	\$500.83	\$3,004.98
45231	6" grade ring riser	2.00	ea	\$64.52	\$129.04
Project #	SW1586				
Subtotal:	Expensed To: 452-0000-606-9003				\$11,650.36
	REVISED SALES TAX				9.50% \$1,106.78
Subtotal:	Amount Paid and Received To: 452-0000-208-1250				\$20,295.00
Sales Tax:	452-0000-207-0201				9.50% \$1,928.03
	Total Paid				Sewer Total: \$22,223.03
	Sales Tax Adjustment				-\$821.24
Sewer	Refund Due Developer				\$21,116.24
	Total Refund				\$48,501.91

All parties signing this document agree that the items listed, along with their quantities, were received, used and/or returned as shown on this document. Any items due to the City of Kingsport must be received before the materials agreement between the City of Kingsport and the developer is closed out.

City of Kingsport Warehouse: Donna Lipoma
 Date: Feb, 19, 2015

City of Kingsport Inspector: Keith Amis
 Date: Feb 19, 2015

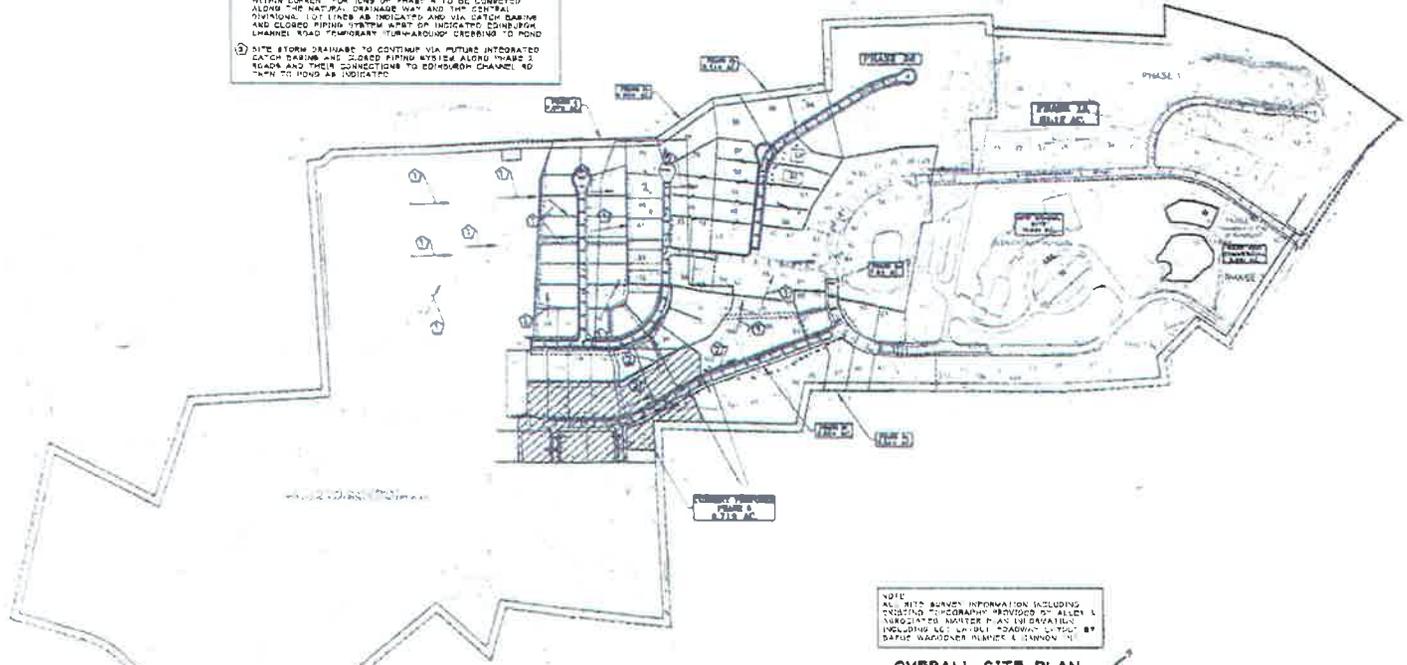
Developer: John P. PCA
 Date: 3-2-15



STORM WATER MANAGEMENT PLAN FROM CURRENT PHASE 3

1 SITE STORM DRAINAGE FROM LOTS WEST AND SOUTH OF THE SOUTHWEST END OF EDINBURGH CHANNEL ROAD AND THRU LOTS WITHIN CURRENT PORTIONS OF PHASE 4 TO BE CONNECTED ALONG THE NATURAL DRAINAGE WAY AND THE CENTRAL PORTION OF LOT LINES AS INDICATED AND VIA CATCH BASINS AND CLOSED FLOW SYSTEM WEST OF INDICATED CORNER FROM CHANNEL ROAD TEMPORARY TURN-AROUND CROSSING TO POND

2 SITE STORM DRAINAGE TO CONTINUE VIA FUTURE INTEGRATED CATCH BASINS AND CLOSED PIPING SYSTEM ALONG PHASE 2 ROAD AND THEIR CONNECTIONS TO EDINBURGH CHANNEL ROAD TO POND AS INDICATED



NOTE
 ALL SITE SURVEY INFORMATION INCLUDING EXISTING TOPOGRAPHY PROVIDED BY ALLEN & ASSOCIATED SURVEY PROFESSIONALS INCLUDING ALL UTILITY LOCATIONS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.

OVERALL SITE PLAN
 1/8" = 1'00'

SPECIAL NOTES ARE ORIGINALLY PRESENTED WITH NOTICE OF SUBMIT FOR PHASE 5 DRAWING AND AS LOCATED BY THE LAYOUT FOR CURRENT PROPOSED PHASE 5

- FOR PURPOSES OF ESTABLISHING SURFGRADES, THE FOLLOWING FINISH SURFACE THICKNESSES ARE APPLICABLE:
 DRIVEWAYS BY ASPHALT TYPING 3" ASPHALT BINDER & 6" BASE STONE;
 PROVIDE POSITIVE DRAINAGE AT ALL LOW POINTS TO PREVENT BONDING OF SURFACE RUNOFF
- PROVIDE TEMPORARY SILT FENCE THROUGHOUT THE SITE AS INDICATED
- PROVIDE TEMPORARY ROCK CHECK DAMS THROUGHOUT GRADED SITE AND OVER STORM INLET STRUCTURES SEE SHEET 8P12 FOR EROSION CONTROL DETAILS
- ALL PIPES CROSSING ROADWAYS TO BE REINFORCED CONCRETE PIPE (RCP) ALL PIPES UNDER CONCRETE CURBS PARALLEL TO ROADWAY C AND / OR IN YARD AREAS TO BE 18" DIA. CORRUGATED METAL PIPE (CMP) WITH RE-ROLLED ENDS
- AT OUTLET AND INLET OF ALL PIPES 10'-10" DIA. PROVIDE THE FLARED END SECTION AND 5 TONS C. 400 A-1 RIP-RAP BANK STABILIZATION UNLESS OTHERWISE INDICATED
- CONFIRM ALL PIPE LENGTHS WITH FINAL CATCH BASIN LOCATIONS, STREET WIDTHS AND FINAL GRADES
- SEE SITE UTILITIES DETAIL 8P 11 FOR CATCH BASIN TOPS AND ORNATE
- MACHINED RIP-RAP SHALL BE CLEAN WASH ROCK CONTAINING NO SAND, SUEL, OR ORGANIC MATERIAL AND OF THE SIZE DESIGNATED FOR THE CLASS SPECIFIED. THE STONE SHALL BE UNIFORMLY DISTRIBUTED THROUGHOUT THE SIFT SAND. THE THICKNESS OF THE STONE LAYER SHALL BE THAT DESIGNATED FOR THE SPECIFIED CLASS
- CONTRACTOR SHALL PROVIDE CLASS A-1 RIP-RAP AS NOTED ON THE PLAN DRAWING IN ACCORDANCE WITH SECTION 700.00 TO THE SPECIFICATIONS FOR MACHINED RIP-RAP. UPON COMPLETION OF THE WORK, VISUAL INSPECTION SHALL REVEAL THE APPROXIMATELY 20 PERCENT OF THE SURFACE AREA CONSISTS OF STONES AS SMALLER THAN 1/2 OF MAXIMUM SIZE SPECIFIED. MACHINED RIP-RAP CLASS A-1 SHALL VARY IN SIZE FROM 3 INCHES TO 120 PERCENT WITHIN NO MORE THAN 20 PERCENT BY WEIGHT BEING LESS THAN 4 INCHES. THE THICKNESS OF THE LAYER SHALL BE 18 FEET WITH A TOLERANCE OF 3 INCHES



SPODEN & WILSON
 CONSULTING ENGINEERS
 538 EAST CENTER STREET, SUITE 1
 KNOXVILLE, TENNESSEE 37902
 Phone: 615-522-1111
 Website: spodenwilson.com

EDINBURGH - PHASE 5
 KNOXVILLE, TENNESSEE
THE EDINBURGH GROUP, LLC
 KNOXVILLE, TENNESSEE

SHEET TITLE
 OVERALL SITE PLAN

DATE	FILE NO.
08/20/2024	517
REVISIONS	
NO.	DATE

SP-2



AGENDA ACTION FORM

Release for Property Damage to Dobyys Bennett High School

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

Action Form No.: AF-58-2015
 Work Session: March 16, 2015
 First Reading: N/A

Final Adoption: March 17, 2015
 Staff Work By: Katrina Hanog
 Presentation By: Mike Billingsley

Recommendation:
 Approve the resolution.

Executive Summary:

On January 29, 2015, an employee of NAC Ram Inc. dba Fiber Connex, a contractor installing fiber optic cable for security cameras in Dobyys Bennett High School, accidentally hit a sprinkler head while carrying a ladder in the school building causing damage to the city, including sprinkler repair, ceiling tiles, clean up and overtime paid for maintenance staff, in the amount of \$6,620.07. Travelers Insurance, the insurer for the contractor, has agreed to pay for the damages provided the city executes a release, a copy of which is set out in the resolution. The payment will reimburse the city for its expenses and damages caused to the property by the accident.

The release only releases liability for property damage. It does not cover the subrogation claim the city has for worker's compensation expenses incurred by the city as a result of the accident.

Attachments:

- 1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A PROPERTY DAMAGE-LIABILITY RELEASE FROM TRAVELERS INSURANCE FOR PROPERTY DAMAGE TO DOBYNS BENNETT HIGH SCHOOL THAT OCCURRED ON JANUARY 29, 2015, AND AUTHORIZING, AND AUTHORIZING THE MAYOR TO EXECUTE THE PROPERTY DAMAGE-LIABILITY RELEASE AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENTS

WHEREAS, on January 29, 2015, an employee of NAC Ram Inc. dba Fiber Connex, a contractor installing fiber optic cable for security cameras in Dobyns Bennett High School, accidentally hit a sprinkler head while carrying a ladder in the school building; and

WHEREAS, this caused damage to the city, including sprinkler repair, ceiling tiles, clean up and overtime paid for maintenance staff, in the amount of \$6,620.07; and

WHEREAS, Travelers Insurance, the insurer for the contractor, has agreed to pay for the damages provided the city executes a release; and

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

WHEREAS, the release only releases liability for property damage.

Now therefore,

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

SECTION I. That the Property Damage-Liability Release from Travelers Insurance for property damage to Dobyns Bennett High School that occurred on January 29, 2015, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, a Property Damage-Liability Release with Travelers Insurance for property damage to Dobyns Bennett High School that occurred on January 29, 2015, and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution, said Property Damage-Liability Release being as follows:

PROPERTY DAMAGE-LIABILITY RELEASE

Claimant: The City of Kingsport
Our Insured: NAC Ram Inc. dba Fiber Connex
Our Claim No: B5S3769-001
Date of Loss: 1/29/15

KNOW ALL PERSONS BY THESE PRESENTS:

That the Undersigned, being of lawful age and being competent to enter into this Release, for sole consideration of \$6,620.07 to be paid no later than 10 business days from the date Claimant executes this Release, does hereby and for my heirs executors, administrators, successors and assigns release, acquit and forever discharge Travelers Insurance Company and Fiber Connex and their agents, servants, employees, successors, heirs, executors, administrators and all other persons, firms, corporations, associations or partnerships of and from any and all claims, actions, causes of

action, demands, rights, damages, costs, statutory interest, loss of service, expenses and compensation whatsoever which the Undersigned now has or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen, property damage and the consequences thereof resulting or to result from the occurrence on or about January 29, 2015 at or near Kingsport, TN. Notwithstanding anything to the contrary, this Property Damage-Liability Release releases only the property damage, and it does not release or apply to any claim, actions, causes of action, demands, rights, damages, costs, statutory interest, loss of service, expenses and compensation or subrogation for personal injury arising in part or whole from the occurrence on or about January 29, 2015 at or near Kingsport, Tennessee.

It is further agreed that the Undersigned has disclosed to the Insured and the Company all known or anticipated claim, liens, subrogation interests and encumbrances that exist or may exist as a result of this occurrence pertaining only to the property damage. It is further agreed that the Undersigned will satisfy from the amount paid to the undersigned shown above any and all claims, liens, subrogation interests and encumbrance(s), known or unknown, from any insurers, attorneys, governmental agencies, third party payors or others who may claim liens, subrogation interests, or other rights with respect to or related to the occurrence described herein and any damages incurred or sustained as a result of it pertaining only to the property damage. A breach of any of the promises contained in this agreement shall constitute a material breach of the settlement.

It is understood and agreed that this settlement is the compromise of a doubtful and disputed claim and that the payment made is not to be construed as an admission of liability on the part of the party or parties hereby released, by whom liability is expressly denied.

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

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.
FIRST AMENDMENT TO FUNDING AGREEMENT

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 17th day of March, 2015.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Transfer Agreement with the United States of America, Federal Aviation Administration

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

Action Form No.: AF-65-2015
 Work Session: March 16, 2015
 First Reading: N/A

Final Adoption: March 17, 2015
 Staff Work By: Childress/McReynolds
 Presentation By: Mike Billingsley

Recommendation:

Approve the resolution.

Executive Summary:

For number of years the city has leased property on Bays Mountain to the Federal Aviation Administration for a Remote Communications Link Repeater Facility. The FAA has notified the city that it is terminating the lease effective March 30, 2015. Since the FAA is decommissioning the site, it has asked the city whether the retaining wall the FAA constructed on the property should be removed or left by the FAA. Staff has reviewed the matter and has determined the retaining wall can be left in place. This means the FAA will not incur the expense to remove the retaining wall.

The FAA has requested that the city execute a transfer agreement, a copy of which is included in this resolution. A copy of exhibit A to the agreement, which is not included in the resolution and which described the property transferred is attached. A copy of the letter notifying the city of the termination of the lease is attached.

Attachments:

1. Resolution
2. Exhibit A
3. Letter from Eric Gadson dated February 19, 2015

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT WITH THE UNITED STATES OF AMERICA, DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION FOR THE TRANSFER OF THE RETAINING WALL AND CERTAIN EQUIPMENT FENCE LOCATED ON BAYS MOUNTAIN, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, for a number of years the city has leased property on Bays Mountain to the Federal Aviation Administration for a Remote Communications Link Repeater Facility; and

WHEREAS, the FAA has notified the city that it is terminating the lease effective March 30, 2015; and

WHEREAS, the FAA is decommissioning the site, and has asked the city whether the retaining wall the FAA constructed on the property should be removed or left by the FAA; and

WHEREAS, city staff has reviewed the matter and has determined retaining wall can be left in place; and

WHEREAS, the FAA has requested that the city execute a transfer agreement.

Now therefore,

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

SECTION I. That a transfer agreement between the United States of America, Department of Transportation, Federal Aviation Administration and the city is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, a transfer agreement with the United States of America, Department Of Transportation, Federal Aviation Administration, 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:

TRANSFER AGREEMENT
BETWEEN THE
UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
AND
City of Kingsport
(OUTGOING FROM THE GOVERNMENT INVENTORY)
Equipment associated with decommissioned Radio Communications Link Repeater
(RCLR)

THIS AGREEMENT, is made and entered into this 30th day of March in the year Two Thousand Fifteen, by and between the Federal Aviation Administration (FAA), hereinafter referred to as the

"FAA" and City of Kingsport, Tennessee, 225 West Center Street, Kingsport, Tennessee 37660, hereinafter called the "Lessors,"

WHEREAS, the United States of America, acting by and through the FAA, owns property identified as various components of a Radio Communications Link Repeater (RCLR), located in Kingsport, Tennessee;

WHEREAS, the FAA-owned property is available for use by the Lessors; WHEREAS, the relocation or disposal of the property would not be economical;

WHEREAS, the FAA's Acquisition Management System (AMS) authorizes FAA conveyance of the property to the Lessors, so that such items may become the property of the Lessors; and

WHEREAS, transfer of ownership of the property to the Lessors under the conditions and limitations set forth below is in the best interests of the United States.

WHEREAS, the parties have previously entered into Lease Agreement DTFA06-97-L-17177, which allows FAA to abandon equipment located upon the described premises upon lease termination (see clause no. 4 – Non-Restoration)

NOW THEREFORE, the FAA and the Lessors mutually agree as follows:

1. The FAA, in accordance with Federal Property Management Regulations 101-47.309, hereby relinquishes and conveys all ownership and interest in the following property to the Lessors: various components of a Radio Communications Link Repeater (RCLR), identified and listed on the enclosed Exhibit "A".

2. The Lessors accept the conveyance of the property as identified above.

3. The FAA shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the Lessors' use and occupation of this property. The Lessors agree and certify to hold the FAA harmless of any and all liabilities from the acceptance of the property identified in Exhibit "A" of this agreement.

4. This agreement supersedes lease DTFA06-97-L-17177, as well as any previous agreements between the parties on the subject matter set forth, and is effective as of the date of the last signature below.

5. Upon acceptance of this agreement by the Lessors, it is agreed that the FAA's restoration responsibility, as stated in Article 20, of the above-mentioned lease, is fully satisfied.

The FAA and Lessors agree to the provisions of this agreement as indicated by the signatures of their duly authorized representatives.

[Acknowledgements and Exhibits Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 17th day of March, 2015.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

Exhibit A to the Transfer Agreement describing the property

EXHIBIT "A" INVENTORY LIST
DECOMMISSION FACILITY-QCD, KINGSPORT, TN, RADIO COMMUNICATIONS LINK
REPEATER (RCLR)

EQUIPMENT TRANSFERRED TO LESSOR

1. Retaining Wall
2. Six (6) foot chain link fence

Legal Description

A tract or parcel of land being a part of the Kingsport Reservoir water shed, located in Sullivan County, 2.7 miles SW of Kingsport, Sullivan County, Tennessee as recorded in Deed Book 220, Page 118 of Sullivan County, Tennessee, and more particularly described as follows: From a concrete monument marking the southeast corner of the Holston Ordinance Works and the Southwest corner of the J.W. and G.W. and J.R. Churchwell tract, go S68° 43' E, 5.070.87 feet to an ironpipe at the point of beginning; thence go N71°31'E, 125 feet to a point; thence go N78°41'65.0 feet to a point: thence go N69°02'E, 50.0 feet to a point; thence go S40°13'W, 134.01 feet to a point; thence go S18°29'E, 50.0 feet to an iron pipe in a stump; thence go S71°31'W, 125 feet to an iron pipe; thence go N18°29'W, 125.0 feet to an iron pipe at the point of beginning. Said tract contains 0.451 acres more or less. All bearings are true.



U.S. Department
Of Transportation
**Federal Aviation
Administration**

RECEIVED

FEB 19 2015

1701 Columbia Avenue
College Park, GA 30337

CITY ATTORNEY'S OFFICE
CITY OF KINGSPORT, TN

Certified Mail # 7013 3020 0001 1712 0989

February 17, 2015

City of Kingsport
Office of the City Attorney
c/o J. Michael Billingsley
225 West Center Street
Kingsport, TN 37660

Dear Mr. Billingsley:

Enclosed are the Cancellation Agreement and three copies of the Transfer Agreement covering FAA lease number DTFA06-97-L-17177. We are terminating this agreement covering the Radio Communications Link Repeater (RCLR) previously on your property. The termination date of the lease is March 30, 2015.

Please execute three copies of the Transfer Agreement with the Notary Acknowledgment Form and return them in the self-address envelope. Upon completion by the Government, an executed copy will be returned to you.

I appreciate your cooperation in the completion and return of these documents. If you have any questions, please e-mail or call me at 404-305-5992.

Sincerely,

Eric Gadson
Realty Specialist, ALO-620
Eastern Logistics Service Area
eric.gadson@faa.gov



AGENDA ACTION FORM

Lease with Tri Cities Farmers' Association for Retail Marketing for April 1 through December 15, 2015

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

Action Form No.: AF-55-2015
Work Session: March 16, 2015
First Reading: N/A

Final Adoption: March 17, 2015
Staff Work By: Baker, Billingsley
Presentation By: Morris Baker

Recommendation:

Approve the resolution.

Executive Summary:

The Tri Cities Farmers' Association for Retail Marketing has been the operator of a Farmers' Market in the City's downtown core for a number of years. This lease continues the service provided at the Farmer's Market complex on Clinchfield Street. The lease is for the 2015 season which runs from April 1 through December 15 with an option to renew for years 2016 and 2017. The Association will pay \$1,800 rent for 2015 and have use of the Farmer's Market space as outlined in the agreement on Wednesdays and Saturdays until 2:00PM on those days.

Attachments:

1. Resolution
2. Farmer's Market Lease

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A LEASE WITH THE TRI CITIES FARMERS' ASSOCIATION FOR RETAIL MARKETING, AND AUTHORIZING THE MAYOR TO EXECUTE THE LEASE AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE LEASE

WHEREAS, the Tri Cities Farmers' Market Association for Retail Marketing has been the operator of a Farmer's Market in the city's downtown area for a number of years; and

WHEREAS, the city would like to continue to lease the Farmer's Market complex located on Clinchfield Street to the Association; and

WHEREAS, the term of the lease is for the 2015 season, which is from April 1, 2015 through December 15, 2015, with an option to renew for years 2016 and 2017.

WHEREAS, the Association will pay \$1,800.00 rent for 2015 and have use of the Farmer's Market space as outlined in the agreement on Wednesdays and Saturdays until 2:00 p.m. from April through December.

Now therefore,

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

SECTION I. That a lease agreement with the Tri Cities Farmers' Association for Retail Marketing for use of the Farmer's Market Complex located in downtown Kingsport, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the lease with the Tri Cities Farmers' Association for Retail Marketing for use of the Farmer's Market Complex located in downtown Kingsport and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the lease or this resolution, said lease being as follows:

LEASE

THIS LEASE, made with an effective date of April 1, 2015, by and between the City of Kingsport, Tennessee, a municipal corporation (herein called "City"), and the Tricities Farmers' Association For Retail Marketing, a 501(c)4 not-for-profit corporation (herein called "Market").

WITNESSETH:

In consideration of the premises and the mutual covenants and agreements herein contained and other good and valuable consideration, the Parties agree as follows:

Section 1. Property. City hereby leases, subject to the provisions pertaining to the northern portion of the building as set out herein in Section 2, to Market and Market leases from City the main floor and outdoor fenced area of the property located at 308 Clinchfield Street, (herein called "Property") located at the corner of Center and Clinchfield Streets, Kingsport, Tennessee, and which is a portion of the facility known as the Farmer's Market. A sketch showing the general boundaries of the Property is attached as Exhibit A. Market shall also have access to the public restrooms on the days it uses to the Property pursuant to this Lease. This Lease is subject to the terms, covenants and conditions herein set forth and Market covenants as a material part of the

consideration for this Lease to keep and perform each and all of said terms, covenants and conditions by it to be kept and performed.

Section 2. Term. The term of this Lease shall be Wednesdays and Saturdays from 12:01 a.m. until 2:00 pm. from April 1 to December 15, 2015, which shall be considered Market's season. Market may extend the season on the Property with approval of City. Subject to the conditions set forth below, Market may renew this Lease for a like term for the calendar year 2016 upon delivery of written notice of Market to City of its decision to renew, said notice delivered to City on or before 5:00 p.m. December 1, 2015. If Market renews the Lease for calendar year 2016, subject to the conditions set forth below, Market may renew this Lease for a like term for the calendar year 2017 upon delivery of written notice of Market to City of its decision to renew. This Lease may be terminated, at any time, by City for its convenience upon thirty (30) days written notice to Market. City reserves the right to amend the Lease, if any changes are made to the by-laws of Market.

Section 3. Use. Market shall have use of the Property for the sole purpose of conducting a farmer's market on Wednesday's and Saturdays from April 1 through December 15 from 12:01 a.m. until 2:00 p.m. on those days, subject to the exceptions set out herein. Exhibit B, attached hereto, sets out dates the Property is not available for Market. Notwithstanding the foregoing City may use the Property for uses other than a farmer's market, during the time periods set out above for Market's use, with a two week notice provided to Market. If this occurs, City shall work with Market to find suitable space within the downtown core to accommodate Market at said times and assist Market with appropriate public announcements (i.e. press release, signage, etc.) announcing new interim location. The northern portion of the building, as outlined in Exhibit C, attached hereto, is used as rental space for rent to anyone and as such shall be reserved through City. City shall provide Market at least a two week notice of any rentals that will occupy this space during the times the Property is otherwise made available for use by Market, as set out in Section 2. If this space is not rented during Market hours, then Market may use said space during Market hours.

Section 4. Rent. Market shall pay as rent the sum of Eighteen Hundred Dollars and 00/100 (\$1,800.00) annually, which rent shall be due to City on or before December 15. Market shall be responsible for providing two dumpsters to be located in the Clinchfield Street side parking lot, placed at a location suitable City. City agrees to have dumpsters emptied. Market is responsible for ensuring all trash is placed in dumpster at the end of each market day. Notwithstanding the foregoing City reserves the right to change in the rental amount for years two and three of this agreement.

Section 5. Uses Prohibited. Market shall not do or permit anything to be done in or about the Property or bring or keep anything therein that is not within the permitted use of the Property or that will in any way increase the existing rate of or affect any fire or other insurance upon the Property, or any of its contents, or cause a cancellation of any insurance policy covering said Property or any part thereof, or any of its contents. Market shall not do or permit anything to be done in or about the Property that will in any way obstruct or interfere with the rights, use or access, at all times, of City to the Property. The Market shall not use or allow the Property to be used for any unlawful purpose, the use being solely to conduct a farmer's market, and for no other purpose. Market shall not cause, maintain or permit any nuisance in, on or about the Property. Market shall not allow any open fire on the Property. Market shall not commit, or allow committed, any waste in or upon the Property.

Section 6. Advisory Committee. The president of Market and city manager of City may create a Farmer's Market Advisory Committee for the purpose of providing oversight of Market's use of the Property and this Lease. Market agrees to provide four representatives who will serve on the committee. The committee shall be appointed by and serve at the pleasure of the city manager and will report to, provide advice, and make recommendations to the city manager pertaining to the matters set out in this Section 6.

Section 7. Compliance with Law. Market shall not use the Property, or permit anything to be done in or about the Property, that will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or that shall hereafter be enacted or promulgated. Market shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or that may hereafter be in force relating to or affecting the condition, use or occupancy of the Property. The judgment of any court of competent jurisdiction or the admission of Market in any action against Market, whether City is a party thereto or not, that Market has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between City and Market.

Section 8. Repairs and Alterations. Market shall not make or allow to be made any alterations, additions or improvements to or of the Property or any part thereof without first obtaining the written consent of City. In the event City consents to the making of any alterations, additions or improvements to the Property by Market, the same shall be made by Market at Market's sole cost and expense. Upon the expiration or sooner termination of the term hereof, Market shall, upon written demand by City, at Market's sole cost and expense, forthwith and with all due diligence, remove any alteration, additions, or improvements made by Market, designated by City to be removed, and Market shall, forthwith and with all due diligence, at its sole cost and expense, repair any damage to the Property caused by such removal. Market shall clean the Property of all debris and litter after each use. Failure, on the part of Market, to maintain the Property in a condition satisfactory to City, or maintaining the Property in a manner that constitutes a nuisance, shall cause this Lease to terminate if, after notice by City to Market of deficiencies in maintenance of the Property, Market does not correct said enumerated deficiencies within three (3) working days after receipt of notice thereof.

Section 9. Surrendered Premises. By entry hereunder, Market shall be deemed to have accepted the Property as being in good, sanitary order, condition and repair. Market shall, upon the expiration or sooner termination of this Lease, surrender the Property to City broom clean, in good condition, reasonable wear and tear excepted. Any damage to adjacent property caused by Market's use of the Property shall be repaired at the sole cost and expense of Market.

Section 10. Liens. Market shall keep the Property free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Market.

Section 11. Assignment and Subletting. Market shall not either voluntarily, or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, and shall not sublet the Property or any part thereof, or any right or privilege appurtenant thereto, or allow any other person (employees, agents, servants, member, groups and invitees of Market excepted) to occupy or use the said Property, or any portion thereof, without first obtaining the written consent of City, which consent need not be given and shall be at City's sole and absolute discretion. A consent to one assignment, subletting, occupation or use by any other person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation or use by another person. Consent to any such assignment or subletting shall in no way relieve Market of any liability under this Lease. Any such assignment or subletting without such consent shall be void, and shall, at the option of City, constitute a default under the terms of this Lease.

Section 12. Hold Harmless. Market shall indemnify and hold harmless City against and from any and all claims arising from Market's use of the Property or from the conduct of its business and from any activity, work, or other things done, permitted or suffered by Market in or about the Property, and shall further indemnify and hold harmless City against and from any and all claims arising from any breach or default in the performance of any obligation on Market's part to be performed under the terms of this Lease, or arising from any act or negligence of the Market, or any officer, agent, employee, guest, or invitee of Market, and from all costs, attorneys' fees and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon. In case any action or proceeding is brought against City by reason of such claim, Market, upon notice from City, shall defend the same at Market's expense by counsel reasonably satisfactory to City. Market, as a material part of the consideration to City, hereby assumes all risk of damage to the Property or injury to persons in, upon or about the Property, from any cause while in Market's use, except caused solely by the negligence of City; and Market hereby waives all claims in respect thereof against City. Market shall give prompt notice to City in case of casualty or accidents on the Property. The obligations of Market in this Section 12 shall survive the expiration or termination of this Lease.

Section 13. Liability Insurance. Market shall, at Market's expense, obtain and keep in force during the term of this Lease a policy of comprehensive public liability insurance from a company authorized to do business in Tennessee, in the amount of one million (\$1,000,000.00) dollars, insuring City and Market against any liability arising out of the ownership, use, occupancy or maintenance of the Property and all areas appurtenant thereto. City shall be named as an additional insured on the certificate of insurance. Any failure or non-coverage by such policy shall not affect the indemnity or hold harmless provisions of this lease agreement. The policy, or policies, shall contain a provision that such policy or policies may not be cancelled without fifteen (15) days prior written notice, of such cancellation to City. A certified copy of the policy or policies and the certificates of insurance shall be delivered to risk manager for City not less than ten (10) days prior to the start of this Lease and for each effective date thereafter.

Section 14. Rules and Regulations. Market shall faithfully observe and comply with any and all rules and regulations that City shall from time to time promulgate and/or modify regulating use and occupancy of the Property. The rules and regulations shall be binding upon the Market upon delivery of a copy of them to Market. Market shall comply with all revenue and tax laws of the State of Tennessee.

Section 15. Holding Over. If Market remains in possession of the Property or any part thereof after the expiration of the term hereof without the express written consent of City, then Market's occupancy subsequent to such expiration shall be deemed that of a tenant at will, and in no event a tenant from month to month

Section 16. Access by City. City will have access to the Property at all times.

Section 17. Changes. This Lease shall constitute the entire agreement between the parties hereto. Except as otherwise provided herein, this Lease shall not be altered, or in any way modified, except by written consent of the parties.

IN WITNESS WHEREOF, the authorized representatives of the Parties hereto have executed this Lease on the day and date first above written

[Acknowledgements and Exhibits Deleted for Inclusion in this Resolution]

SECTION III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the lease set out herein that do not substantially alter the material provisions of the lease 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 17th day of March, 2015.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

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

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

LEASE

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IN WITNESS WHEREOF, the authorized representatives of the Parties hereto have executed this Lease on the day and date first above written.

Exhibit A

**[Sketch showing the general boundaries of the property Lease between
City of Kingsport, Tennessee and Tricites Farmers' Association**



**Area outlined above which includes parking lot and
Farmer's Market Building**

Exhibit B

Dates that the property shall be used for other purposes.

Racks by the Tracks occurs May 16, 2015.



AGENDA ACTION FORM

Awarding the Bid for the Purchase of One (1) Skid Steer Loader to Bobcat of the Mountain Empire, Inc.

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

Action Form No.: AF-68-2015
Work Session: March 16, 2015
First Reading: N/A

Final Adoption: March 17, 2015
Staff Work By: C. McCartt, R. McReynolds
Presentation By: S. Hightower

Recommendation:

Approve the resolution.

Executive Summary:

Bids were opened on March 4, 2015 for the purchase of one Skid Steer Loader for use by the Water Department. The advertisement for the Invitation to Bid was published in the Kingsport Times News on February 15, 2015 and placed on our website for 18 calendar days. It is the recommendation of the committee to accept the low compliant bid from Bobcat of the Mountain Empire, Inc. (East TN Rent-Alls) for one each Bobcat T770-A-91 High Flow as follows:

	\$69,075.00	Unit Price
Less	\$3,000.00	Trade-In allowance for Equipment # 1187
	\$66,075.00	Total Price

This unit is a Fleet Replacement.

Funding is identified in Account # 51150085019010

Attachments:

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

Funding source appropriate and funds are available: _____

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

RESOLUTION NO. _____

A RESOLUTION AWARDDING THE BID FOR THE PURCHASE OF ONE SKID STEER LOADER TO BOBCAT OF THE MOUNTAIN EMPIRE, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

WHEREAS, bids were opened March 4, 2015, for the purchase of one (1) skid steer loader for the use at the Water Department; and

WHEREAS, the city will receive \$3,000.00 for a trade-in allowance for vehicle #1187; and

WHEREAS, upon review of the bids, the board finds Bobcat of the Mountain Empire, Inc. is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to purchase one (1) Bobcat T770-A-91 High Flow from Bobcat of the Mountain Empire, Inc., at a total purchase cost of \$69,075.00, which includes the deduction of the \$3,000.00 trade-in allowance; and

WHEREAS, funding is identified in account #51150085019010.

Now therefore,

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

SECTION I. That the bid for the purchase of one (1) Bobcat T770-A-91 High Flow at a total purchase cost of \$69,075.00, which includes the deduction of the \$3,000.00 trade-in allowance, is awarded to Bobcat of the Mountain Empire, Inc., and the city manager is authorized and directed to execute a purchase order for same.

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

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

ADOPTED this the 17th day of March, 2015.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

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

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

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

The Procurement Manager opened with the following bids:

SKID STEER LOADER				
Vendor:	Qty.:	Unit Cost:	Trade-In #1187:	Make/Model:
East TN Rentals	1	\$66,848.00	\$3,000.00	Bobcat T770
East TN Rentals	1	\$69,075.00	\$3,000.00	Bobcat T770 – A-91 High Flow
Stowers	1	\$84,000.00	\$3,500.00	Caterpillar 2990 2015 High Flow. 18.0 Accessories included.
Contractors Machinery	1	No Bid	N/A	N/A

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



FLEET MAINTENANCE DIVISION
City of Kingsport, Tennessee

To: Brent Morelock, Assistant Procurement Manager
From: Steve Hightower, Fleet Manager
 Chad Austin, Water/ Waste Water Manager
Date: March 10, 2015
Re: Skid Steer Loader Purchase Recommendation

This will confirm our review and recommendation to purchase the low compliant bid of the following vendor. It is further recommended to accept the Trade-In Offering of \$3,000.

<u>Item</u>	<u>Quantity</u>	<u>Description</u>	<u>Award to Vendor</u>	<u>Fuel Economy</u>
1	1	Bobcat T770 – A-91 High Flow	East Tennessee Rentals	5.2 GPH

Low Compliant Bidder

Fuel Economy Improvement and Trade In Information 0%

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

One (1) **Fleet Replacement:**

Fleet Unit:	1187 - 1994 Kubota Tractor – Age: 21 Years	5.0 GPH
	Trade Offering: \$3,000	

Origin Information

1. New Unit Origin of Manufacture:
 - a. Skid Steer Loader Mfg.– Gwinner, ND
 - i. 70% Domestic/ 30% Foreign Materials
2. New Unit Purchase Dealer:
 - a. Skid Steer Loader – East Tennessee Rentals – Kingsport, TN

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

Thank you

Delivery Compliance

Delivery and Compliance to Specifications expectations have been added to insure prompt delivery of any vehicle or piece of equipment purchased by the City of Kingsport. Failure of the awarded vendor to deliver on time or correct pre acceptance inspection deficiencies within the allotted time results in a monetary penalty assessed on a daily basis. This process will insure the departments receive their replacement units in a timely manner. Specified time allotted for delivery is 5 days and 15 days to correct inspection deficiencies with a \$50 dollar a day penalty assessed.



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

From: Austin, Chad
Sent: Tuesday, March 10, 2015 10:04 AM
To: Hightower, Steve
Subject: Skid Steer bids

Steve,

We have reviewed the bid documents and visited the low bid vendor to look at the proposed equipment. We have concluded that although the bid from East TN Rentals does not meet all of the specifications it does meet our needs and is acceptable.

Thank you,



Chad E. Austin, PE
Water/Wastewater
Distribution & Collection Manager
423.224.2509
ChadAustin@KingsportTN.gov



AGENDA ACTION FORM

Award of Bid to Thomas Construction Company, Inc. for Sullivan Street Roadway Improvements Phase 2 Project

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

Action Form No.: AF-52-2015
Work Session: March 16, 2015
First Reading: NA
Final Adoption: March 17, 2015
Staff Work By: Thompson, Austin, Grieb
Presentation By: Ryan McReynolds

Recommendation:

Approve the resolution.

Executive Summary:

Bids were opened on February 18, 2015 for the Sullivan Street Roadway Improvements Phase 2 project. This project consist of construction of approximately 1,900 LF road improvements; to include road widening, storm water collection infrastructure, water line relocation, concrete paving, sidewalk and mobility path. The allotted time for construction will be 180 calendar days.

City staff reviewed the bids and recommends awarding the contract to the apparent low bidder, Thomas Construction Co., Inc. in the amount of \$1,385,215.00 -

Base Bid	\$1,385,215.00
Engineering Fees 14%	205,567.00
Contingency 6%	<u>83,114.00</u>
Total Project Cost	\$1,673,896.00

The base bid engineering estimate for the referenced project is \$ 1,619,495.00.

Funding is available in GP1500 and WA1509.

Attachments:

1. Resolution
2. Bid Opening Minutes
3. Map

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

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

RESOLUTION NO. _____

A RESOLUTION AWARDING THE BID FOR THE SULLIVAN STREET ROAD IMPROVEMENT PHASE 2 PROJECT TO THOMAS CONSTRUCTION AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, bids were opened February 18, 2015 for the Sullivan Street Roadway Improvements Phase 2 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 1,900 linear feet of road improvements, which include road widening, storm water collection infrastructure, water line relocation, concrete paving, sidewalk and mobility path from Thomas Construction at an estimated construction cost of \$1,385,215.00; and

WHEREAS, funding is available in project numbers GP1500 and WA1509;

Now therefore,

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

SECTION I. That the bid for the Sullivan Street Improvements Phase 2 Project, consisting of improvements to the existing roadways including for the construction of approximately 1,900 linear feet of road improvements, which include road widening, storm water collection infrastructure, water line relocation, concrete paving, sidewalk and mobility path at an estimated cost of \$1,385,215.00 is awarded to Thomas Construction, and the mayor is authorized and directed 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 17th day of March, 2015.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

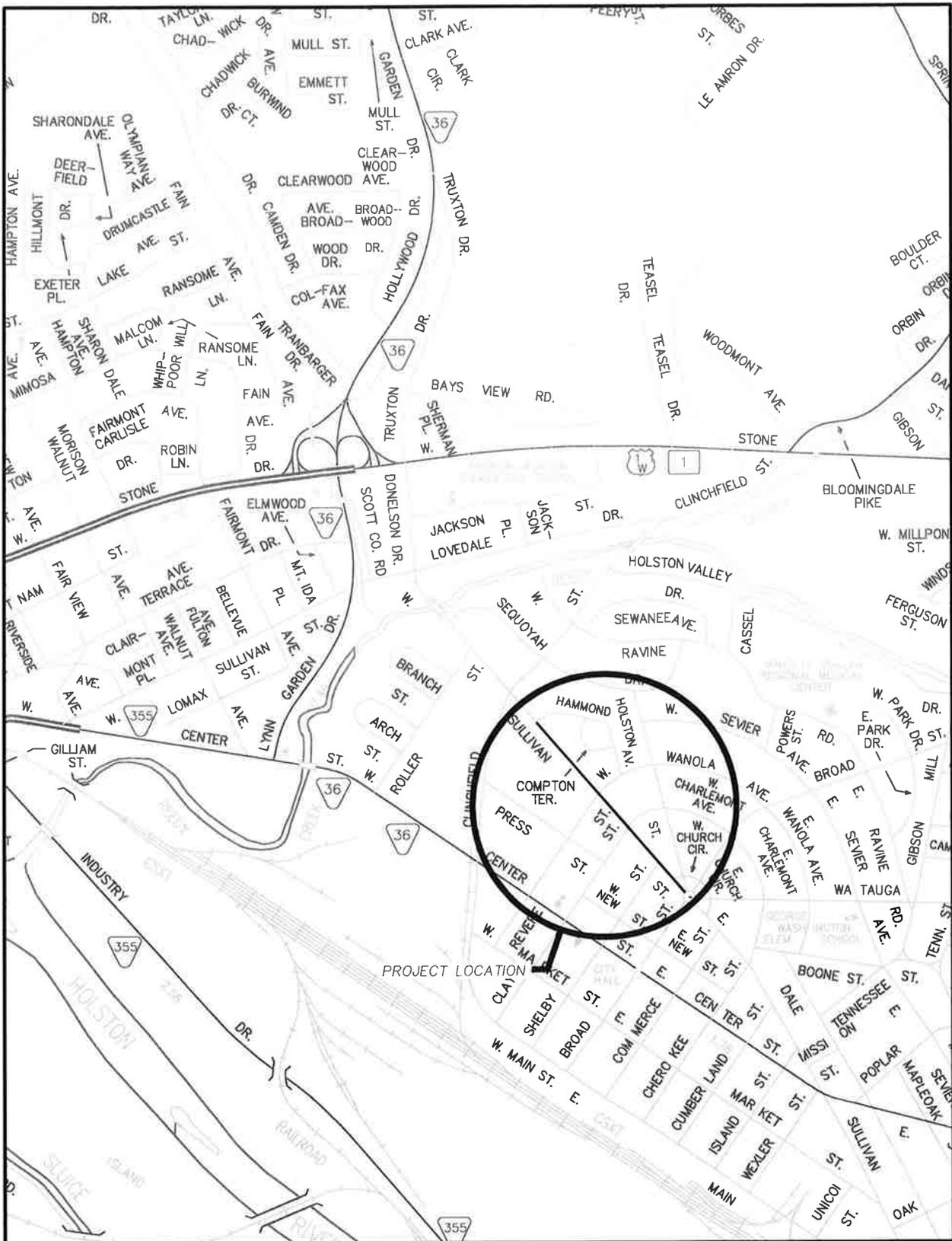


FIGURE 1 – MAP LOCATION

**SULLIVAN STREET
PHASE II**

CITY OF KINGSFORT, TENNESSEE

NO SCALE

03 DECEMBER 2014



MINUTES
BID OPENING
February 18, 2015
4:00 P.M.

Present: Sandy Crawford, Procurement Manager; Brent Morelock, Assistant Procurement Manager;
Michael Thompson, Assistant Public Works Director; and Jacob Grieb, Engineering Dept.

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

The Procurement Manager opened with the following bids:

SULLIVAN STREET ROADWAY IMPROVEMENTS – PHASE 2	
Vendor:	Total Cost:
Summers-Taylor	\$1,643,721.50
Vic Davis Construction	\$1,397,219.26
Thomas Construction	\$1,385,215.00

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



AGENDA ACTION FORM

Amend the Current TDOT Contract for the Tennessee Roadscapes Interchange Landscaping Project

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

Action Form No.: AF-69-2015
Work Session: March 16, 2015
First Reading: N/A

Final Adoption: March 17, 2015
Staff Work By: B. Albright, M. Thompson
Presentation By: B. Albright, M. Thompson

Recommendation:

Approve the resolution.

Executive Summary:

The City currently has a grant contract with the Tennessee Department of Transportation providing funds to landscape and beautify 6 different intersections and interchanges throughout the area. Note the work includes a variety of native trees, shrubs, and over 2,100 daylilies that will enhance the entranceways adjacent to our major highways. Due in part to a lengthy period of time where 3 bid openings were held in order to get a compliant bidder (that were within the grant budget), and then more recently weather issues, the contractor will not be able to meet the expiration deadline for the TDOT contract, which is April 1, 2015. TDOT, however, has offered a contract amendment extending the deadline 90 days to July 1, 2015. The Board is asked to approve this contract which will protect the project funding, allow the work to be completed, and enable to city to get reimbursed for costs.

Attachments:

1. Resolution
2. Contract Amendment

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AMENDMENT TO THE AGREEMENT WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

WHEREAS, in October, 2010, the board approved a resolution accepting a Tennessee Department of Transportation (TDOT) "Tennessee Roadscapes" Grant and authorizing the mayor to execute an agreement; and

WHEREAS, the funds are to assist the beautification of six (6) interchanges/ intersection throughout the Kingsport area, including John B. Dennis at Wilcox, Memorial, Fort Henry Drive, and Stone Drive, Netherland Inn Road at Stone Drive, and Lynn Garden Drive at the Virginia State Line; and

WHEREAS, Amendment 3 of the contract allowed an extension of the expiration date of the contract to be April 1, 2015; and

WHEREAS, due to weather issues, the contractor has been unable to complete the job in the allotted time,; and

WHEREAS, TDOT has agreed to extend the expiration date of the contract to allow the contractor to complete the job; and

WHEREAS, the amendment will extend the completion date to July 1, 2015.

Now therefore,

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

SECTION I. That an amendment to the contract with State of Tennessee Department of Transportation for the "Tennessee Roadscapes" Grant, extending the completion date of the project to July 1, 2015, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an amendment to the contract of State of Tennessee Department of Transportation for the "Tennessee Roadscapes" Grant, extending the completion date of the project to July 1, 2015, and all other documents necessary and proper to effectuate the purpose of the agreement or this resolution, said agreement being as follows:

Amendment Number:	4
Agreement Number:	090030
Project Identification Number:	105525.21
Federal Project Number:	STP-EN-9108(42)
State Project Number:	82LPLM-F3-009

FOR IMPLEMENTATION OF ROADSCAPES PROGRAM

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

Roadscapes: Development of landscaping with native plantings at W. Stone Drive/Netherland Inn Road SW Quadrant; NW Quadrant of SR346/SR36; NE Quadrant SR1/SR93; NW Quadrant SR126/SR9; SR93/SR36; and SR126 Memorial Blvd./SR93 N. JBD Highway.

1. The language of Agreement #090030 dated October 2, 2009, section B.2(a) is hereby deleted in its entirety and replaced with the following:

"B.2 Completion Date:

a) The Agency agrees to complete the herein assigned phases of the Project on or before October 1, 2015. If the Agency does not complete the herein described phases of the Project within this time period, this Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of the Agreement. An extension of the term of this Agreement will be effected through an amendment to the Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of the Agreement will not be reimbursed by the Department."

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

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

[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 17th day of March, 2015.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

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

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

Amendment Number: 4

Agreement Number: 090030

Project Identification Number: 105525.21

Federal Project Number: STP-EN-9108(42)

State Project Number: 82LPLM-F3-009

FOR IMPLEMENTATION OF ROADSCAPES PROGRAM

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

Roadscapes: Development of landscaping with native plantings at W. Stone Drive/Netherland Inn Road SW Quadrant; NW Quadrant of SR346/SR36; NE Quadrant SR1/SR93; NW Quadrant SR126/SR9; SR93/SR36; and SR126 Memorial Blvd./SR93 N. JBD Highway.

1. The language of Agreement #090030 dated October 2, 2009, section B.2(a) is hereby deleted in its entirety and replaced with the following:

"B.2 Completion Date:

- a) The Agency agrees to complete the herein assigned phases of the Project on or before October 1, 2015. If the Agency does not complete the herein described phases of the Project within this time period, this Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of the Agreement. An extension of the term of this Agreement will be effected through an amendment to the Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any

Amendment Changing a Specific Paragraph(s)

work performed after the expiration date of the Agreement will not be reimbursed by the Department.”

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

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

CITY OF KINGSPORT

**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

By: _____
Mayor

By: _____
**John C. Schroer
Commissioner**

APPROVED AS TO
FORM AND LEGALITY

APPROVED AS TO
FORM AND LEGALITY

By: _____
City Attorney

By: _____
**John Reinbold
General Counsel**



AGENDA ACTION FORM

Appointment to the Kingsport Higher Education Commission

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

Action Form No.: AF-63-2015
 Work Session: March 16, 2015
 First Reading: N/A
 Final Adoption: March 17, 2015
 Staff Work By: Morris Baker
 Presentation By: Mayor Phillips

Recommendation:

Approve the appointment to the Kingsport Higher Education Commission.

Executive Summary:

Mr. Tim Attebery has agreed to serve on the Kingsport Higher Education Commission if approved by the Board of Mayor and Aldermen. His appointment will be for a four-year term effective immediately expiring March 31, 2019 and will replace the expired term of Mr. Charlie Floyd.

Tim Attebery is President/CEO of Holston Valley Medical Center and is a member of the Wellmont Health System Executive Leadership Team. Prior to his current position, he was Wellmont Health System's Vice- President of Cardiovascular Services and CEO of Cardiovascular Associates. He has 29 years of healthcare consulting and senior management experience including serving as the CEO of three large cardiovascular group practices. He served as the President of the Cardiology Advocacy Alliance for two years; CAA is a not-for-profit organization providing federal lobbying and advocacy for 7,000 cardiologists nationwide. He was instrumental in founding and organizing MedAxiom and the Society of Cardiovascular CT. He has authored/co-authored numerous published articles on strategic planning, advanced cardiac imaging, emerging healthcare services, and healthcare IT.

Since 2007, Tim has lived in Kingsport. He and his wife, Sue, have been married for 22 years. They have one child (daughter, Reagan). He has a B.S. degree in Business Administration and is currently completing an MBA at UT-Knoxville Haslam College of Business (December, 2015 graduation). He completed an Executive MBA Program (non-degree certificate) at Stanford University in Palo Alto, California in 2002. He currently serves on the following community boards: United Way of Greater Kingsport, Kingsport Boys & Girls Club, and Friends-in-Need.

Attachments:

None

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