



AGENDA

BOARD OF MAYOR AND ALDERMEN WORK SESSION

Monday, October 6, 2014

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

Board of Mayor and Aldermen

Mayor Dennis R. Phillips

Vice Mayor Mike McIntire, Presiding

Alderman John Clark

Alderman Colette George

Alderman Andy Hall

Alderman Tom C. Parham

Alderman Tom Segelhorst

Leadership Team

Jeff Fleming, City Manager

Chris McCartt, Assistant City Manager for Administration

Ryan McReynolds, Assistant City Manager for Operations

J. Michael Billingsley, City Attorney

Jim Demming, City Recorder/Chief Financial Officer

David Quillin, Police Chief

Craig Dye, Fire Chief

Morris Baker, Community Services Director

Lynn Tully, Development Services Director

Tim Whaley, Community and Government Relations Director

1. Call to Order
2. Roll Call
3. Project Inspire Update – Parker Smith
4. Work Session Tickler
5. Review of Items on October 7, 2014 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
October 6, 2014

Special Projects

Brickyard Park Ball Fields

David Mason

Thomas Construction is working on the sub-grade for the parking lot and also the sub-grade and storm drainage for the future field 5 location to complete the site work contract.

The Ballpark construction contract with Denark Construction includes alternates 2 & 3 for a total contact amount of \$3,699,500. Denark has mobilized on site and has begun receiving material deliveries. The first items to begin construction by, or before, 10/6 will be the retaining wall grandstands for field 1, irrigation piping, and other underground utilities.

The new entrance drive from Brickyard Park Dr.



Brickyard Park – The stormwater retention pond.



Brickyard Park Ball Fields continued

Brickyard Park – Parking lot sub-grade.



Brickyard Park – Field 3 Backstop corners and home plate. Looking towards Field 5.



Fire Training Ground

Chief Dye

We are working on the Specifications for a Burn Building/Training Tower. There are some props at our old training facility that we are checking to see if they could be moved to the new one. The trailers we were offered are no longer available to us.

Fire Training Ground continued



Fire Station 6 Upgrades

Chief Dye

The construction is moving fast. The brick is complete. Walls that don't get brick work have been completed also. They are checking on a part of the engine bay floor to test for a structural issue. Overall, the project is moving forward and things are looking great.



Carousel

Morris Baker

(No updates.)

Tipton Construction has finished the site work and has turned the Carousel property over to Engage Kingsport and GRC. Engage Kingsport has attended a pre-construction meeting with GRC that included flow of activities and estimating "substantial completion" mid-March.

In preparation for the last segment of Engage Kingsport's fundraising for the carousel visitor center and gift shop all finished animals and carousel merchandise to studio space on Broad Street.

Carousel continued

"The Flying Pig Gallery and Studios" will open to the public on October 2 and provide a closer look at the process for creating animals and opportunity to meet the community artists that made them. Friends of the Carousel First Rider packages and other merchandise will also be available as well as information about the remaining sponsorship opportunities.

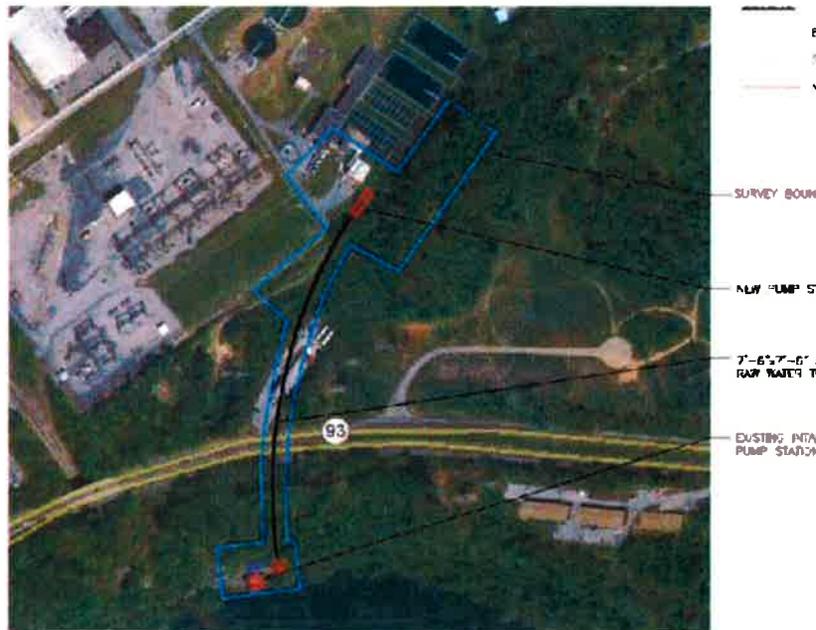
WTP Raw Water Transmission and Intake Replacement Design

Niki Ensor

Engineer: CDMSmith
Schedule: May 2013 – May 2014

Project Update: State Revolving Loan application will be considered at the October 8th SRF Board meeting. The project has been awarded \$1.5 M EDA grant.

Tunnel Alignment



Cooks Valley Road Improvements - Phase 2

Hank Clabaugh

Vic Davis Construction began work on August 7, 2014. The contractual completion date is December 6, 2014.

The area of Cooks Valley Road from the intersections with Harbor Chapel Road and Harbor Springs Road will be closed to through traffic for the majority of the project.

Rough grading on the new road alignment has been completed on both Cooks Valley Road and Harbor Springs Road. Waterline and stormwater infrastructure installation are currently ongoing.

Work beginning next week includes retaining wall construction. The first retaining wall to be constructed will be the one in front of the Bill Ford property. There will be two retaining walls on the project.

Cooks Valley Road Improvements - Phase 2 continued



Cooks Valley Road Improvements - Phase 2 continued



Legal

Risk Management

Terri Evans

Kingsport Employee Wellness

The Kingsport Employee Wellness Center opened 6/26/13. Utilization required an increase in hours effective February 24, 2014. With the passage of self-funded health insurance for Kingsport City School employees, it is expected that the clinic will increase hours again on January 1, 2015. Utilization from January 1, 2014 through September 30, 2014 is 94.7%, and of those, 56.5% were active employees, 5.7% were retirees, 33% were dependents, 0.4% were Workers Compensation visits, 0.2% were extended patient visits, and 4.2% were no-shows. Our no-show target is below 5%.

Worker's Compensation

This information is provided at the second meeting of each month to allow more accurate reporting.

Budget Office

Judy Smith

Financial Comments

Local Option Sales Tax revenue for the month of July was \$1,346,896 which was \$24,242 above budget and \$34,610 above last year's actual.

Property Tax will be billed at the end of September.



AGENDA

BOARD OF MAYOR AND ALDERMEN

BUSINESS MEETING

Tuesday, October 7, 2014

Large Courtroom – 2nd Floor, City Hall

7:00 p.m.

Board of Mayor and Aldermen

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

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

City Administration

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

I. CALL TO ORDER

II.A. PLEDGE OF ALLEGIANCE TO THE FLAG

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

III.A. ROLL CALL

IV. RECOGNITIONS & PRESENTATIONS

1. Presentation by Editor in Chief Russ Hubbard, Sevier Middle School, Sequoyah Scribe

V. APPROVAL OF MINUTES

1. Work Session – September 22, 2014
2. Business Meeting – September 23, 2014

VI. COMMUNITY INTEREST ITEMS

AA. PUBLIC HEARINGS

None

COMMENT

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

B. BUSINESS MATTERS REQUIRING FIRST READING

1. Consideration of a Resolution to Authorize the Mayor to Sign All Documents Necessary to Enter into a Materials Agreement with Danny Karst Related to Edinburgh Phase V Development and an Ordinance to Appropriate the Funds (AF: 261-2014) (Ryan McReynolds)
 - Resolution
 - Ordinance – First Reading
2. Consideration of an Ordinance to Amend the FY 2015 General Purpose School Fund and General Project Fund Budgets (AF: 266-2014) (David Frye)
 - Ordinance – First Reading

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION

1. Consideration of Ordinance to Amend Zoning of a Portion of a Parcel Containing the Andes-Straley Veterinary Hospital, Located off Memorial Boulevard in the 11th Civil District of Sullivan County (AF: 253-2014) (Ken Weems)
 - Ordinance – **Second Reading and Final Adoption**
2. Consideration of Ordinances to Annex / Amend Zoning of the Ridgecrest Annexation and Consideration of a Resolution Adopting the Plan of Services (AF: 250-2014) (Corey Shepherd)
 - Annexation Ordinance – **Second Reading and Final Adoption**
 - Zoning Ordinance – **Second Reading and Final Adoption**
3. Consideration of a Budget Ordinance Regarding MPO15A Signalization at the Intersection of SR-126 (Memorial Blvd) at Island Road (AF: 254-2014) (Ryan McReynolds)
 - Ordinance – **Second Reading and Final Adoption**

4. Consideration of an Ordinance to Impose an Electronic Citation Fee upon a Plea of Guilty or Nolo Contendere, or a Judgment of Guilty for Violation of Certain Traffic Ordinances of the City of Kingsport (AF: 256-2014) (Chief Quillin)
 - Ordinance – **Second Reading and Final Adoption**
5. Consideration of a Budget Ordinance to Appropriate \$27,666.00 from the Department of Justice / Bureau of Justice Assistance, Justice Assistance Grant FY 2014 Local Solicitation (AF: 238-2014) (Chief Quillin)
 - Ordinance – **Second Reading and Final Adoption**
6. Consideration of a Budget Ordinance to Appropriate the Funds for the Settlement of a Lawsuit Filed Against the City (AF: 258-2014) (Mike Billingsley)
 - Ordinance – **Second Reading and Final Adoption**

D. OTHER BUSINESS

1. Consideration of a Resolution Accepting a Donation from the Dobyys Bennett Educational Foundation and Authorizing the Mayor to Sign all Documents Necessary and Proper to Recognize the Donation (AF: 262-2014) (Jeff Fleming)
 - Resolution
2. Consideration of a Resolution Authorizing the Mayor to Execute a Right-of-Way Easement with Kingsport Power Company (AF: 264-2014) (Ryan McReynolds)
 - Resolution
3. Consideration of a Resolution Awarding the Bid for the Colonial Heights Water & Sewer Phase I Project to Merkel Bros. Construction, Inc. and Authorize the Mayor to Execute All Applicable Documents (AF: 265-2014)
 - Resolution
4. Consideration of a Resolution Ratifying the Mayor's Action in Signing All Documents Necessary to Apply for and Receive the Solid Waste Recycling Rebate Grant from the Tennessee Department of Environment and Conservation (TDEC) Solid Waste Management Division (AF: 268-2014) (Ryan McReynolds)
 - Resolution
5. Consideration of a Resolution Authorizing the Execution of an Agreement with Frontier Health for Counseling Services for Kingsport City Schools and Authorizing the Mayor to Sign All Applicable Documents (AF: 269-2014) (David Frye)
 - Resolution
6. Consideration of a Resolution to Accept Donation of 'R. Hero' Sculpture Created by Karen and Tony Barone from Bunni and Rick Benaron, Co-founders of the R. Hero Foundation (AF: 267-2014) (Morris Baker)
 - Resolution

E. APPOINTMENTS

None

VII. CONSENT AGENDA

1. Consideration of an Ordinance to Condemn for Easements and Right-of-Ways for Phases I & II of the Colonial Heights Sanitary Sewer Extension Project (AF: 255-2014) (Mike Billingsley)
 - Ordinance – Second Reading and Final Adoption

VIII. COMMUNICATIONS

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

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

IX. ADJOURN

Minutes of the Regular Work Session of the
Board of Mayor and Aldermen, City of Kingsport, Tennessee
Monday, September 22, 2014, 4:30 PM
Council Room – City Hall

PRESENT: Board of Mayor and Aldermen

Mayor Dennis Phillips

Alderman John Clark

Alderman Colette George

Alderman Andy Hall

Vice-Mayor Mike McIntire

Alderman Tom C. Parham

Alderman Tom Segelhorst

City Administration

Jeff Fleming, City Manager

J. Michael Billingsley, City Attorney

James H. Demming, City Recorder

1. **CALL TO ORDER:** 4:30 p.m. by Mayor Phillips.
2. **ROLL CALL:** By Deputy City Recorder Marshall.
3. **PEAK UPDATE.** Mr. Seth Jarvis, Ms. Kendal Flegel, and Mr. Corey Shepherd gave an update on this organization, sharing results of a recent survey of their vision for Kingsport. There was considerable discussion.
4. **WORK SESSION TICKLER.** Assistant City Manager Chris McCartt gave an update on the progress of the softball field complex. Mayor Phillips commented on the carousel. Alderman Segelhorst commented on the workers comp injuries. Some discussion followed.
5. **REVIEW OF AGENDA ITEMS ON THE SEPTEMBER 23, 2014 REGULAR BUSINESS MEETING AGENDA.** City Manager Fleming, members of staff and community members gave a summary or presentation for each item on the proposed agenda. Those items the Board discussed at greater length or which received specific questions or concerns included:

VI.AA.1 Conduct a Public Hearing and Consideration of an Ordinance to Amend Zoning of a Portion of a Parcel Containing the Andes-Straley Veterinary Hospital, Located off Memorial Boulevard in the 11th Civil District of Sullivan County (AF: 253-2014). City Planner Ken Weems explained this rezoning was at the request of the property owner so that an electronic message board may be installed.

VIAA.2 Public Hearing and Consideration of Ordinances to Annex/Amend Zoning of the Ridgecrest Annexation and Consideration of a Resolution Adopting the Plan of Services (AF: 250-2014). City Planner Corey Shepherd presented this item, stating the property owner had been contacted by TDEC because of sewer issues. He further noted this meets the requirements of the emergency criteria recently passed by the BMA in the annexation policy. Chad Austin confirmed the sewer installation could be conducted in-house, which would require six other houses to tap on to the sewer. The BMA asked staff to contact these residents and give them an opportunity to be annexed.

Minutes of the Regular Work Session of the Board of Mayor and Aldermen of Kingsport, Tennessee, Monday, September 22, 2014

VI.B.5 Consideration of a Resolution Approving the Settlement of a Lawsuit Filed Against the City and Consideration of a Budget Ordinance to Appropriate the Funds (AF: 258-2014). City Attorney Billingsley provided details on this item and answered questions from the board members.

VI.C.2 Consideration of an Ordinance to Amend the 2014/2015 Project Budget Appropriating TIF Monies Collected in Previous Years (AF: 247-2014). City Manager Fleming explained staff would like the board to defer this item indefinitely as an accounting procedure. He confirmed the money would go back into the fund balance, but would still be available to appropriate if a project comes up.

VI.D.1 Consideration of a Resolution Authorizing the Mayor to Execute Agreements with Various Agencies and Organizations for Community Development Block Grant Funding in Fiscal Year 2014-2015 (AF: 130-2014). City Manager Fleming stated a committee was formed at the BMA's request to decide how to distribute the funding.

VI.D.3 Consideration of a Resolution Approving an Agreement to Subordinate a Sewer Tap Fee Lien for Property Located Inside the City Limits at 1888 Rock Springs Road (AF: 257-2014). City Recorder Demming answered questions on this item.

VI.D.4 Consideration of a Resolution Repealing Resolution No. 2015-031 and Approving an Amendment to a Lease with Pinnacle Tower, LLC and Authorizing the Mayor to Execute the Same (AF: 237-2014). City Attorney Billingsley noted there was a misunderstanding about the term and the new resolution clarifies this issue.

VI.D.8 Consideration of a Resolution Accepting a Donation from Tennessee Electric Company, Inc. Authorizing the Mayor to Sign All Documents Necessary and Proper to Recognize the Donation and Ratifying the Execution of Documents Previously Executed (AF: 260-2014). City Manager Fleming stated this will allow Tennessee Electric to proceed with taking advantage of an IRS tax clause.

BOARD COMMENT. Alderman Parham commented on the new call center building.

PUBLIC COMMENT. None.

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

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, September 23, 2014, 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

Alderman Andy Hall

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:** Led by South Central Kingsport Community Development Inc. and the New Vision Kids – Kenneth Calvert.
- II.B. **INVOCATION:** Mark Davis, Minister of Music, First Presbyterian Church.
- III. **ROLL CALL:** By City Recorder Demming. All Present.
- IV. **RECOGNITIONS AND PRESENTATIONS.**
 1. Keep Kingsport Beautiful - Beautification Awards.
 2. Dobyngs-Bennett High School, Broadcasting Dept. – Video Project of J. Fred Johnson Stadium – Teacher, Joe McMakin and Students, Ben Gilliam and Luke Shanks.
 3. Kingsport Policy Department, Traffic Safety Unit – Traffic Safety Award Presentation – Chief Quillin.
- V. **APPROVAL OF MINUTES.**

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

A. September 2, 2014 Regular Work Session

B. September 2, 2014 Regular Business Meeting

Approved: All present voting “aye.”

VI. **COMMUNITY INTEREST ITEMS.**

AA. **PUBLIC HEARINGS.**

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, September 23, 2014**

1. Conduct a Public Hearing and Consideration of an Ordinance to Amend Zoning of a Portion of a Parcel Containing the Andes-Straley Veterinary Hospital, Located off Memorial Boulevard in the 11th Civil District of Sullivan County (AF: 253-2014) (Ken Weems).

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

Motion/Second: McIntire/George, to pass:

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY ADJACENT TO MEMORIAL BOULEVARD FROM P-1, PROFESSIONAL OFFICES DISTRICT TO B-3, HIGHWAY ORIENTED BUSINESS DISTRICT IN THE 11TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

2. Public Hearing and Consideration of Ordinances to Annex/Amend Zoning of the Ridgecrest Annexation and Consideration of a Resolution Adopting the Plan of Services (AF: 250-2014) (Corey Shepherd).

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

Motion/Second: McIntire/Parham, to pass:

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 ANNEXATION, AS HEREINAFTER DESCRIBED; TO INCORPORATE THE SAME WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF KINGSPORT, TENNESSEE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

Motion/Second: McIntire/George, to pass:

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY ADJACENT TO RIDGECREST AVENUE FROM R-3A, HIGH DENSITY 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

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

Motion/Second: McIntire/George, to pass:

Resolution No. 2015-056, A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE RIDGECREST ANNEXATION OF THE CITY OF KINGSPORT, TENNESSEE

Passed: All present voting "aye."

Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen of the City of Kingsport, Tennessee, Tuesday, September 23, 2014

3. Conduct a Public Hearing for Annexation Annual Plan of Services Report (AF: 251-2014) (Corey Shepherd).

PUBLIC COMMENT ON ITEM VI.AA.3. 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. Consideration of an Ordinance to Condemn for Easements and Right-of-Ways for Phases I & II of the Colonial Heights Sanitary Sewer Extension Project (AF: 255-2014) (Mike Billingsley).

Motion/Second: Clark/Segelhorst, to pass:

AN ORDINANCE TO AUTHORIZE AND DIRECT THE CITY ATTORNEY TO INITIATE CONDEMNATION PROCEEDINGS TO ACQUIRE PROPERTY, REAL OR PERSONAL, OR ANY EASEMENT, INTEREST, ESTATE OR USE THEREIN, FROM AFFECTED PROPERTY OWNERS ALONG THE ROUTE OF CERTAIN PUBLIC WORKS PROJECTS; TO FIX THE PROCEDURE FOR DIRECTING THE INITIATION OF SUCH LITIGATION; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE.

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

2. Consideration of a Budget Ordinance Regarding MPO15A Signalization at the Intersection of SR-126 (Memorial Blvd) at Island Road; and a Resolution to Enter into an Agreement with the State of Tennessee Department of Transportation (TDOT) for Signalization at the Intersection of SR-126 (Memorial Blvd) at Island Road and Authorizing the Mayor to Sign All Applicable Documents (AF: 254-2014) (Ryan McReynolds).

Motion/Second: McIntire/Segelhorst, to pass:

AN ORDINANCE TO AMEND THE MPO FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FOR SIGNALIZATION AT THE INTERSECTION OF SR-126; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

Motion/Second: Segelhorst/Parham, to pass:

Resolution No. 2015-057, A RESOLUTION APPROVING AN AGREEMENT WITH THE STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION FOR THE INSTALLATION OF A TRAFFIC SIGNAL AT THE INTERSECTION OF SR-126 AND ISLAND ROAD 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."

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, September 23, 2014**

3. Consideration of an Ordinance to Impose an Electronic Citation Fee upon a Plea of Guilty or Nolo Contendere or a Judgment of Guilty for Violation of Certain Traffic Ordinances of the City of Kingsport (AF: 256-2014) (Chief Quillin).

Motion/Second: Segelhorst/McIntire, to pass:

AN ORDINANCE AMENDING SECTION 30-29 OF THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, PROVIDING FOR AN INCREASE IN COURT COSTS FOR CITY COURT BY INCLUDING THE FEE AUTHORIZED BY TENNESSEE CODE ANNOTATED SECTION 55-10-207; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

4. Consideration of a Budget Ordinance to Appropriate \$27,666.00 from the Department of Justice/Bureau of Justice Assistance, Justice Assistance Grant FY14 Local Solicitation (AF: 238-2014) (Chief Quillin).

Motion/Second: George/Clark, to pass:

AN ORDINANCE TO AMEND THE JUSTICE ASSISTANCE GRANT FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM THE DEPARTMENT OF JUSTICE FOR THE YEAR ENDING JUNE 30, 2015; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

5. Consideration of a Resolution Approving the Settlement of a Lawsuit Filed Against the City and Consideration of a Budget Ordinance to Appropriate the Funds (AF: 258-2014) (Mike Billingsley).

Motion/Second: Clark/Parham, to pass:

Resolution No. 2015-058, A RESOLUTION AUTHORIZING SETTLEMENT OF A LAWSUIT; AUTHORIZING ATTORNEYS FOR THE CITY TO ENTER AN ORDER REGARDING THE SAME AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO COMPLETE THE SETTLEMENT; AUTHORIZING THE MAYOR TO EXECUTE A SETTLEMENT AGREEMENT, IF NEEDED, AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE SETTLEMENT OR THE PURPOSE OF THIS RESOLUTION

Passed: All present voting "aye."

Motion/Second: McIntire/George, to pass:

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

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

Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen of the City of Kingsport, Tennessee, Tuesday, September 23, 2014

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION.

1. Consideration of a Budget Ordinance to Appropriate \$6,761.24 from the Department of Justice/Bureau of Justice Assistance, Justice Assistance Bulletproof Vest Partnership Funding (AF: 240-2014) (Chief Quillin).

Motion/Second: Segelhorst/George, to pass:

ORDINANCE NO. 6434, AN ORDINANCE TO AMEND THE GENERAL PROJECT-SPECIAL REVENUE FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM THE DEPARTMENT OF JUSTICE FOR THE YEAR ENDING JUNE 30, 2015; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

2. Consideration of an Ordinance to Amend the 2014/2015 Project Budget Appropriating TIF Monies Collected in Previous Years (AF: 247-2014). City Manager Fleming explained staff is requesting the board to not approve this item on second reading, pointing out the benefits of leaving it in the fund balance. Vice-Mayor McIntire made a motion to postpone this item indefinitely. The motion was seconded by Alderman Segelhorst with everyone present voting "aye" in a roll call vote.

Motion/Second: Parham/George, to pass:

ORDINANCE NO. 6435, AN ORDINANCE TO AMEND THE GENERAL FUND BUDGET BY TRANSFERRING FUNDS TO THE DOWNTOWN IMPROVEMENT PROJECT AND THE RIVERWALK IMPROVEMENT PROJECT FOR THE YEAR ENDING JUNE 30, 2015; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

3. Consideration of an Ordinance to Amend the FY15 Operating Budgets and Various Projects (AF: 242-2014) (Jeff Fleming).

Motion/Second: McIntire/George, to pass:

ORDINANCE NO. 6436, AN ORDINANCE TO AMEND VARIOUS OPERATING BUDGETS AND PROJECTS FOR THE YEAR ENDING JUNE 30, 2015; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

D. OTHER BUSINESS.

1. Consideration of a Resolution Authorizing the Mayor to Execute Agreements with Various Agencies and Organizations for Community Development Block Grant Funding in Fiscal Year 2014-2015 (AF: 130-2014) (Lynn Tully).

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, September 23, 2014**

Motion/Second: Clark/McIntire, to pass:

Resolution No. 2015-059, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS WITH VARIOUS AGENCIES AND ORGANIZATIONS FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING IN FISCAL YEAR 2014-2015

Passed: All present voting "aye."

2. Consideration of a Resolution Authorizing the Reimbursement of Materials Agreement Funds to Vic Davis for the Summit at Preston Park Phase 3 Development (AF: 252-2014) (Ryan McReynolds).

Motion/Second: Parham/McIntire, to pass:

Resolution No. 2015-060, A RESOLUTION AUTHORIZING REIMBURSEMENT OF MATERIALS AGREEMENT FUNDS TO VIC DAVIS FOR THE SUMMIT AT PRESTON PARK PHASE 3 DEVELOPMENT

Passed: All present voting "aye."

3. Consideration of a Resolution Approving an Agreement to Subordinate a Sewer Tap Fee Lien for Property Located Inside the City Limits at 1888 Rock Springs Road (AF: 257-2014) (Jim Demming).

Motion/Second: George/Segelhorst, to pass:

Resolution No. 2015-061, A RESOLUTION APPROVING A SUBORDINATION AGREEMENT WITH CARMEN CROSS, 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."

4. Consideration of a Resolution Repealing Resolution No. 2015-031 and Approving an Amendment to a Lease with Pinnacle Tower, LLC and Authorizing the Mayor to Execute the Same (AF: 237-2014) (Chief Quillin).

Motion/Second: George/Parham, to pass:

Resolution No. 2015-062, A RESOLUTION REPEALING RESOLUTION NO. 2015-031; APPROVING A FIRST AMENDMENT TO LEASE AGREEMENT WITH PINNACLE TOWERS, LLC, TO OPERATE A TRANSMISSION TOWER ON BAYS MOUNTAIN; APPROVING AN AGREEMENT AND MEMORANDUM OF FIRST AMENDMENT TO LEASE AGREEMENT; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT; AND AUTHORIZING THE MAYOR TO MAKE CERTAIN CHANGES TO THE AGREEMENT AS NEEDED

Passed: All present voting "aye."

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, September 23, 2014**

5. Consideration of a Resolution Authorizing the Mayor to Execute Documents to Accept the Quote from SirsiDynix for an Integrated Library System for the Kingsport Public Library (AF: 234-2014) (Morris Baker).

Motion/Second: Clark/George, to pass:

Resolution No. 2015-063, A RESOLUTION APPROVING AN AGREEMENT WITH SIRSIDYNIX FOR AN INTEGRATED LIBRARY SYSTEM FOR THE KINGSPORT PUBLIC LIBRARY, 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."

6. Consideration of a Resolution Approving a Memorandum of Understanding with Wellmont Health System and Authorizing the Mayor to Execute the Same (AF: 259-2014) (Jeff Fleming).

Motion/Second: McIntire/Clark, to pass:

Resolution No. 2015-064, A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH WELLMONT HEALTH SYSTEM DBA HOLSTON VALLEY MEDICAL CENTER AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye" except Hall abstained.

7. Consideration of Approval of Offer for Additional Easement and Right-of-Way for North Kingsport/West Carter's Valley Sanitary Sewer Extension Project (AF: 249-2014) (Ryan McReynolds).

Motion/Second: George/Clark, to approve:

OFFER FOR ADDITIONAL EASEMENT AND RIGHT-OF-WAY FOR NORTH KINGSPORT/WEST CARTER'S VALLEY SANITARY SEWER EXTENSION PROJECT

Passed: All present voting "aye."

8. Consideration of a Resolution Accepting a Donation from Tennessee Electric Company, Inc. Authorizing the Mayor to Sign All Documents Necessary and Proper to Recognize the Donation and Ratifying the Execution of Documents Previously Executed (AF: 260-2014) (Jeff Fleming).

Motion/Second: McIntire/Parham, to pass:

Resolution No. 2015-065, A RESOLUTION ACCEPTING A DONATION FROM TENNESSEE ELECTRIC COMPANY, INC.; AUTHORIZING THE MAYOR TO SIGN ALL DOCUMENTS NECESSARY AND PROPER TO RECOGNIZE THE DONATION; AND RATIFYING THE MAYOR'S SIGNATURE ON ALL DOCUMENTS NECESSARY AND PROPER TO ACCEPT AND RECOGNIZE THE DONATION

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, September 23, 2014**

Passed: All present voting "aye."

E. APPOINTMENTS/REAPPOINTMENTS. None.

VII. CONSENT AGENDA. None.

VIII. COMMUNICATIONS.

A. CITY MANAGER. Mr. Fleming commented on the bond rating calls process this week. He also thanked the board members for all that they do for the community.

B. MAYOR AND BOARD MEMBERS. Mr. Andy Hall stated his service on the board has been an eye-opening experience and commented on the professionalism of city staff. Alderman George stated it was nice of the Chamber to host the State of the City address and complimented City Manager Fleming's presentation. Alderman Segelhorst stated his appreciation to the leaders of the groups of youth who were present tonight. He also congratulated the winners of the beautification awards and also to the police and fire departments for their recent awards. Alderman Clark made comments on the PEAK young professionals group who spoke at the work session yesterday. He also promoted the many extra-curricular activities available at the high school, pointing out the upcoming marching band competitions. Alderman Parham discussed a recent meeting that highlighted workforce ready initiatives, noting it was an opportunity that will help with economic development. He also commented on the conservation camp for fourth graders and the impressive learning opportunity it provided. Mr. Parham asked everyone to remember Mike Cook, the first quarterback for Sullivan County as he is having complications from a bee sting. Vice-Mayor McIntire commented on the passing of Bodie Scott, noting his contributions to the community. Mayor Phillips asked everyone to remember the family of Mr. Scott also, noting he would be sorely missed.

C. VISITORS. None.

IX. ADJOURN. Seeing no other business for consideration at this meeting, Mayor Phillips adjourned the meeting at 8:09 p.m.

ANGELA MARSHALL
Deputy City Recorder

DENNIS R. PHILLIPS
Mayor



AGENDA ACTION FORM

Consideration of a Resolution to Authorize the Mayor to Sign All Documents Necessary to Enter into a Materials Agreement with Danny Karst Related to Edinburgh Phase V Development and an Ordinance to Appropriate the Funds

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

Action Form No.: AF-261-2014
 Work Session: October 6, 2014
 First Reading: October 7, 2014

Final Adoption: October 21, 2014
 Staff Work By: R. McReynolds
 Presentation By: R. McReynolds

Recommendation:

Approve the resolution and ordinance.

Executive Summary:

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

Pursuant to the policy, Danny Karst has requested that his proposed development, Edinburgh Phase V, be allowed to participate in the materials agreement program. The total amount of the agreement is proposed at \$51,965.42 for a new twelve (12) lot development.

To date, including this development, the program has supported 786 new/proposed lots within the City of Kingsport. Of those lots, 282 Building Permits and 211 Certificates of Occupancy have been issued to date.

Attachments:

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

Funding source appropriate and funds are available: 

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

RESOLUTION NO. _____

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

WHEREAS, pursuant to the Materials Agreement Policy as set forth in Resolution 2007-084, Danny Karst would like to enter into a Materials Agreement for the provision of certain water and sewer materials by the city for Edinburg Phase V, a 12 lot development; and

WHEREAS, the total amount of the agreement as proposed is \$51,965.42;

Now, therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney, a Materials Agreement with Danny Karst to provide certain water and sewer materials by the city for Edinburg Phase V, in the amount of \$51,965.42, and the mayor is further authorized to execute all documents necessary and proper to effectuate the purpose of the agreement.

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

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

ADOPTED this the 7th day of October, 2014.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

PRE-FILED CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE WATER AND SEWER PROJECT FUNDS BY DECREASING FUNDS TRANSFERRED TO THE EDINBURGH PHASE V MATERIALS AGREEMENT PROJECTS (WA1586 AND SW1586); AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Water Fund project and the Sewer Fund project budgets be amended by decreasing the funds transferred from the Water Fund operating budget to \$27,162 and by decreasing the funds transferred from the Sewer Fund operating budget to \$20,295 to the Edinburgh Phase 5 projects (WA1586 and SW1586) to fund the materials agreement.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Dec></u>	<u>New Budget</u>
<u>Water Project Fund:451</u>			
<u>Edinburgh Phase 5 (WA1586)</u>			
<u>Revenues</u>			
451-0000-391-4500 From the Water Fund	0	27,162	27,162
Totals:	0	27,162	27,162
<u>Expenditures:</u>			
451-0000-605-9003 Improvements	0	27,162	27,162
Totals:	0	27,162	27,162

<u>Account Number/Description:</u>			
<u>Sewer Project Fund:452</u>			
<u>Edinburgh Phase 5 (SW1586)</u>			
<u>Revenues</u>			
452-0000-391-4200 From the Sewer Fund	0	20,295	20,295
Totals:	0	20,295	20,295
<u>Expenditures:</u>			
452-0000-606-9003 Improvements	0	20,295	20,295
Totals:	0	20,295	20,295

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

DENNIS R. PHILLIPS, Mayor

ATTEST:

APPROVED AS TO FORM:

JAMES H. DEMMING
City Recorder

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____

MATERIALS AGREEMENT

This AGREEMENT, made and entered into on this 7th day of October 2014, by and between Danny Karst, hereinafter "Developer", and the City of Kingsport, Tennessee, a municipal corporation, hereinafter "City".

WITNESSETH:

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

2. The plans for the proposed water and sewer line improvement of the subdivided property have been submitted to and approved by the City of Kingsport, City Engineer and will require 1296 LF of Waterline and 1528 LF of Sewerline to construct.

3. The estimated cost of the materials listed in paragraph 2 above is approximately \$51,965.42. The Developer will purchase this material from the City for use for construction pursuant to this contract only.

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

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

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

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

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

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

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

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

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

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

Developer

Dennis R. Phillips, Mayor

Approved as to form:

Attest:

James Demming, City Recorder

J. Michael Billingsley, City Attorney

Materials Agreement

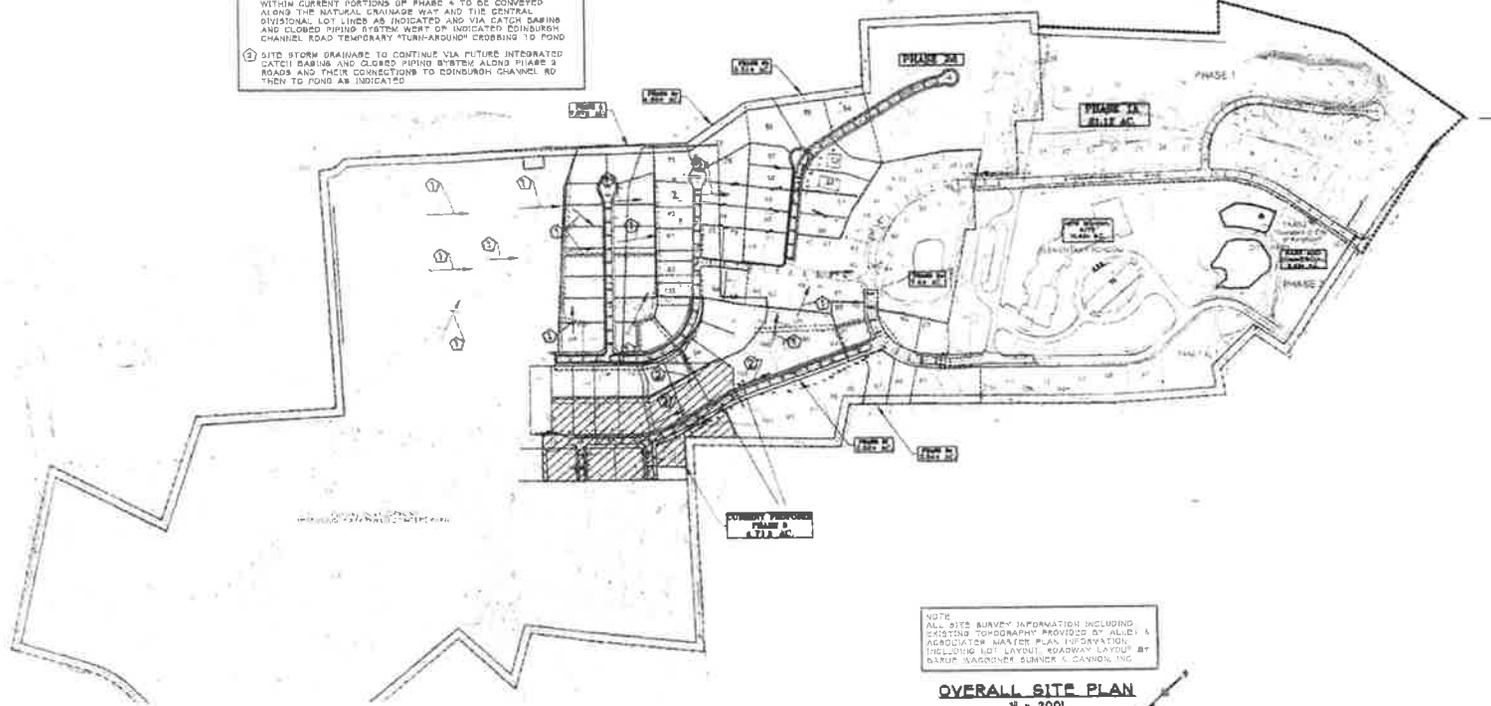
Project: Edinburgh Phase V
 Date: August 29, 2014
 Developer: The Edinburgh group

Water line		Anticipated		Estimated	
		Units	U/M	Price	Total
41828	6" Mj Di accessory kit	4.00	ea	\$16.00	\$64.00
40835	8" joint restraint kit	23.00	ea	\$45.00	\$1,035.00
41864	8" x 18' DI push on pipe	75.00	jt	\$280.00	\$21,000.00
42100	8 " x" 8" mj tee	3.00	ea	\$110.00	\$330.00
42115	3.6' bury hydrant	1.00	ea	\$1,250.00	\$1,250.00
42149	8" tapped tee w 2" tap	2.00	ea	\$95.00	\$190.00
42325	6' mj gate valve	1.00	ea	\$440.00	\$440.00
42335	8" mj gate valve	4.00	ea	\$660.00	\$2,640.00
42845	6" x 18" mj anchoring coupling	1.00	ea	\$98.00	\$98.00
43031	8" x 8" x 6" anchoring tee	1.00	ea	\$115.00	\$115.00
Building code					
	Receipt To:				
Subtotal:	451-0000-208-1250				\$27,162.00
Sales Tax:	451-0000-207-0201			9.50%	\$2,580.39
Project #	WA1586			Water Total:	\$29,742.39
	Expense To:				
Water acct. #	451-0000-605-9003				



STORM WATER MANAGEMENT PLAN FROM CURRENT PHASE II

- WITH STORM DRAINAGE FROM LOTS WEST AND SOUTH OF THE SOUTHWEST END OF EDINBURGH CHANNEL ROAD AND TRAIL LOTS WITHIN CURRENT PORTIONS OF PHASE 4 TO BE CONVEYED ALONG THE NATURAL DRAINAGE WAY AND THE CENTRAL PHYSICAL LOT LINES AS INDICATED AND VIA CATCH BASINS AND CLOSED PIPING SYSTEM WEST OF INDICATED EDINBURGH CHANNEL ROAD TEMPORARY TURN-AROUND CROSSING TO POND
- SITE STORM DRAINAGE TO CONTINUE VIA FUTURE INTEGRATED CATCH BASINS AND CLOSED PIPING SYSTEM ALONG PHASE 3 ROADS AND THEIR CONNECTIONS TO EDINBURGH CHANNEL ROAD TO POND AS INDICATED



NOTE
ALL SITE SURVEY INFORMATION INCLUDING EXISTING TOPOGRAPHY PROVIDED BY ALLEN & ASSOCIATES WATER PLAN INFORMATION INCLUDING LOT LAYOUT, ROADWAY LAYOUT BY DARR WAGGONER SURVEY & CONDO, INC

OVERALL SITE PLAN
1" = 200'

- GENERAL NOTES ARE OTHERWISE PRESENTED WITH NOTICE OF INTENT FOR MASS GRADING AND AS REVISED BY NEW LAYOUT FOR CURRENT PROPOSED PHASE II**
- FOR PURPOSES OF ESTABLISHING SUB-GRADES, THE FOLLOWING FINISH SURFACE THICKNESSES ARE APPLICABLE:
PAVING: 8" OF ASPHALT TOPPING 2" ASPHALT SINDER & 6" BASE STONE;
PROVIDE POSITIVE DRAINAGE AT ALL LOW POINTS TO PREVENT POHOUS OF SURFACE RUN-OFF
 - PROVIDE TEMPORARY BUILT FENCE THROUGHOUT THE SITE AS INDICATED
 - PROVIDE TEMPORARY ROCK CHECK DAMS THROUGHOUT GRADED SITE AND OVER STORM INLET STRUCTURES SEE SHEET 18-19 FOR FURTHER DETAILS
 - ALL PIPES CROSSING ROADWAYS TO BE REINFORCED CONCRETE PIPE (RCP) ALL PIPES UNDER CONCRETE CURBS PARALLEL TO ROADWAY (J AND / OR IN YARD AREAS TO BE 18" DIA. CORRODED METAL PIPE (CMP) WITH RE-ROLED ENDS
 - AT OUTLET AND INLET OF ALL PIPES 180°-120°-TURNS PROVIDE TWO PLACED END SECTIONS AND 9-TONS CLASS A-1 RIP-RAP BANK STABILIZATION UNLESS OTHERWISE INDICATED
 - CONFORM ALL PIPE LENGTHS WITH FINAL CATCH BASIN LOCATIONS, STREET WIDTHS AND POOL DEPTHS
 - SEE SITE UTILITIES DETAIL 18-5 SPE FOR CATCH BASIN TOPS AND GRATER
 - FINISHED RIP-RAP SHALL BE CLEAN RITE ROCK CONTAINING NO SAND DUST OR ORGANIC MATERIAL AND BE THE SIZE DESIGNATED FOR THE CLASS SPECIFIED THE 4-TONS SHALL BE UNIFORM & DISTRIBUTED THROUGHOUT THE SIZE RANGE 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 106.07D SPECIFICATIONS FOR MACHINED ADI RAP. UPON COMPLETION OF THE WORK, VISUAL INSPECTION SHALL REVEAL THAT APPROXIMATELY 80 PERCENT OF THE SURFACE AREA CONSISTS OF STONES NO SMALLER THAN 1/2 OF MAXIMUM SIZE SPECIFIED. MACHINED RIP-RAP CLASS A-1 SHALL VARY IN SIZE FROM 3 INCHES TO 120 FEET WITH 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
338 EAST CENTER STREET, SUITE 2
KINGSPORT, TENNESSEE 37680
Phone: (423) 245-1061 Fax: (423) 245-0862
email: spoden@edwinburgh.com

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

SHEET TITLE
OVERALL SITE PLAN

DATE	FILE NO.
07-18-2024	SP-2
REV	DESCRIPTION

SP-2

MATERIALS AGREEMENT Development Chart

Developer	Development	Proposed Lots/Development	Agreement Amt.	Date	Bldg. Permits	CO's	Status
Butch Rose	Hillcrest Heights	6	\$5,140.09	06/19/07	3	3	Closed
	Windridge Phase IV	40	\$92,202.29	04/15/08	4	1	Closed
Jeff McKee	Settler's Ridge Phase I	41	\$45,344.29	03/20/07	Total of 7	5	Closed
	Settler's Ridge Phase II	7	\$18,822.89	11/06/07		2	Closed
Edinburgh Group LLC	Edinburgh Phase I, Section 1	32	\$42,867.62	02/19/07	Total of 96	72	Closed
	Edinburgh Phase I, Section 2	15	\$25,205.92	04/17/07			Closed
	Edinburgh Phase 2, Section 2	6	\$11,976.02	11/16/10			Closed
	Edinburgh Phase 2, Section 2B	11	\$9,472.85	10/18/11			Closed
	Edinburgh Phase 2, Section 2C	14	\$20,128.29	04/03/12			Closed
	Edinburgh Phase 2, Section 2E	8	\$25,177.34	10/02/12			Closed
	Edinburgh Phase 2, Section 2F	9	\$19,382.60	05/07/13			Closed
	Edinburgh Phase 4	17	\$65,033.97	07/24/13			Closed
	Edinburgh Phase V	12	\$51,965.42	10/7/2014			Open
Jerry Petzoldt	Old Island Phase II	59	\$118,027.86	05/06/08	15	11	Closed
Jim Nottingham	Riverwatch	29	\$47,605.13	04/15/08	3	3	Closed
Harold Slemp & Jack McMurray	Villas at Andover - Polo Fields	104	\$76,522.72	08/07/07	26	14	Closed
George Hunt	Hunts Crossing Phase II	22	\$18,375.20	04/15/08	4	4	Closed
Rob McLean	Anchor Point	80	\$72,552.51	07/15/08	19	10	Closed
	Anchor Point – Topsail Court	Included in Anchor Point	\$3,816.08	08/05/08		0	Closed
	Stapleton Dr Phase I	7	\$8,757.81	08/19/08	4	4	Closed
Ken Bates	Chase Meadows Phase I	15	\$39,418.91	07/15/08	Total of 23	22	Closed
	Chase Meadows Phase II	87	\$68,096.96	08/19/08			Closed
Terry Orth	Autumn Woods Phase I	19	\$30,628.25	10/07/08	19	19	Closed
	Autumn Woods Phase II	51	\$97,091.46	09/01/09	34	27	Closed
Gary Alexander	Riverbend Phase I	15	\$65,938.71	02/03/09	10	0	Closed
	Riverbend - Epcon Phase II	9	\$33,171.54	02/01/11			Closed
Leonard & Cynthia Gerber	St. Andrew's Garth Phase I	40	\$34,049.03	03/16/10	8	8	Closed
Jane Karst	Jane Karst Subdivision	4	\$4,100.78	09/20/11			Closed
M & M Builders	Brookton Park Subdivision	7	\$2,145.88	09/20/11	7	6	Closed
Vic Davis	The Summitt at Preston Park Ph. 3	20	\$79,327.82	12/03/13			Closed
TOTAL		786	\$1,232,346.24		282	211	

Revised 09/23/14





AGENDA ACTION FORM

Consideration of an Ordinance to Amend the FY 2015 General Purpose School Fund and General Project Fund Budgets

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

Action Form No.: AF-266-2014
 Work Session: October 6, 2014
 First Reading: October 7, 2014

Final Adoption: October 21, 2014
 Staff Work By: David Frye
 Presentation By: David Frye

Recommendation:

Approve the ordinance.

Executive Summary:

The Board of Education approved fiscal year 2015 budget amendment number one at their meeting on October 2, 2014. This amendment increases estimated revenues and appropriations within the General Purpose School Fund budget by \$593,000. Increases in estimated revenues include \$175,000 in BEP funds, \$400,000 in Fund Balance appropriations, and \$18,000 in Early Childhood fees. Increases in appropriations include \$130,000 for 2 teaching positions, \$245,000 for student computers, \$200,000 for capital outlay, and \$18,000 for early childhood programs.

The Fund Balance appropriation will leave a remaining Fund Balance of \$3,556,463, which is 5.3% of the FY 2015 operating budget.

The General Project Fund budget is being amended by moving \$200,000 of Build America Bond proceeds from the Overlook Road project to the Legion Center renovation project. The funding in the Overlook Rd. project will be replaced by moving \$200,000 of GO Bond funds from the Legion Center project. This is necessary in order to expense the Build America Bond funds prior to December 31, 2014.

Attachments:

1. Ordinance
2. BOE Budget Amendment Number One

Funding source appropriate and funds are available: js

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

ORDINANCE NO. ****

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

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

SECTION I. That the General Purpose School Fund budget be amended to ratify the Kingsport Board of Education approval of Budget Amendment Number One to increase the estimated revenue for BEP Funds by \$175,000; the estimated revenue for Fund Balance Appropriations by \$400,000; and the estimated revenue for Adams-Early Childhood Fees by \$18,000. The expenditure budget will be changed by increasing the appropriation for Teacher Salaries and Benefits by \$130,000; the appropriation for Technology Instructional Equipment by \$245,000; the appropriations for Adams-Early Childhood program by \$18,000; and the appropriation for Capital Outlay by \$200,000. In addition the General Project Fund budget will be amended by transferring \$200,000 of Build America Bond funds from the Overlook Road project (GP1023) to the Legion Center project (GP1233); and by transferring \$200,000 of General Obligation bonds from the Legion Center project (GP1233) to the Overlook Road project (GP1023).

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Fund 141: School Fund			
Revenues:	\$	\$	\$
141-0000-338-6510 BEP Revenue	25,095,000	175,000	25,270,000
141-0000-349-3585 Adams – ECLC Fees	112,000	18,000	130,000
141-0000-392-0100 Fund Balance Appropriation	600,609	400,000	1,000,609
Totals:	25,807,609	593,000	26,400,609

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Expenditures:	\$	\$	\$
141-7150-711-0116 Reg. Inst.-Teacher Salaries	21,675,550	99,000	21,774,550
141-7150-711-0201 Reg. Inst.-Social Security	1,359,450	6,200	1,365,650
141-7150-711-0204 Reg. Inst.-Retirement	2,038,150	9,000	2,047,150
141-7150-711-0206 Reg. Inst.-Life Insurance	93,150	400	93,550
141-7150-711-0207 Reg. Inst.-Medical Insurance	3,773,650	13,400	3,787,050
141-7150-711-0209 Reg. Inst.-Disability Insurance	45,450	400	45,850
141-7150-711-0210 Reg. Inst.-Unemployment	24,750	200	24,950
141-7150-711-0212 Reg. Inst.-Medicare	317,700	1,400	319,100
141-7161-711-0722 Technology-Inst. Equipment	225,031	245,000	470,031
141-7313-861-0189 Adams ECLC-Other Salaries	56,500	18,000	74,500
141-7650-871-0707 Capital Outlay-Building Imp.	355,566	200,000	555,566
Totals:	29,964,947	593,000	30,557,947

Fund 311: General Project Fund
Overlook Road Improvements(GP1023)

Revenues:	\$	\$	\$
311-0000-368-1037 2009D BABS GO Bonds	200,000	(200,000)	0
311-0000-368-1041 2012C GO Bonds	0	200,000	200,000
Total:	200,000	0	200,000

School System Improvements (GP1233)

Revenues:	\$	\$	\$
311-0000-368-1041 2009D BABS GO Bonds	0	200,000	200,000
311-0000-368-1041 2012C GO Bonds	200,000	(200,000)	0
Total:	200,000	0	200,000

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

 DENNIS 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:

October 2, 2014

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

GENERAL PURPOSE SCHOOL FUND

ITEM ONE: BEP FUNDS

The approved FY 2105 has an estimate of BEP funds in the amount of \$25,095,000. This amount was based on the May estimate provided by the State. The final allocation is in the amount of \$25,270,000. This is \$175,000 above the May estimate. It is recommended that the estimate for BEP funds be increased by \$175,000.

ITEM TWO: FUND BALANCE APPROPRIATION

Kingsport City Schools ended the FY 2014 year with an Unreserved Fund Balance of \$4,271,463. There was \$315,000 of these funds that were appropriated in the FY 2105 budget for one-time expenditures. This reduces the total to \$3,956,463. It is recommended that an additional \$400,000 of these funds be appropriated for the purchase of student computers and various capital outlay expenditures. This will bring the Total of the Unreserved Fund Balance to \$3,556,463. This amount represents 5.3% of the FY 2015 operating budget.

ITEM THREE: TEACHING POSITIONS

There were 10.5 new teaching position included in the FY 2015 budget. So far we have added 11.5 teachers and there is a possibility that we will have to add an additional teacher. It is recommended that the salary and benefit accounts for teachers be increased by \$130,000 (\$65,000*2), to fund the addition of 2 teaching positions. These funds will come from the increase in BEP Funds.

ITEM FOUR: STUDENT COMPUTER PURCHASE

In the current approved budget there has been \$100,000 of the technology budget dedicated to the purchase of student computers. It is also planned that \$200,000 of the textbook budget will be reallocated for the purchase of these devices. It is recommended that the appropriation for Technology Instructional Equipment be increased by an additional \$245,000. These funds will come from the remaining BEP funds (\$45,000) and from the Fund Balance appropriation (\$200,000, item 2 above). This will provide funding of \$545,000 for the Purchase of student computers.

ITEM FIVE: CAPITAL OUTLAY

At the September Board of Education meeting the Board approved the purchase of the property located at 1810 East Center Street. In addition there is a property located at 2316 Overlook Road, which the property owners are willing to sell. In addition, The Robinson classroom project was funded by the current year budget for CIP projects. The total amount for this project is approximately \$80,000. This used over 25 % of the \$300,000 budget. It is recommended that the Capital Outlay budget be increased by \$200,000. This will fund the purchase of the two

properties and the Robinson Classroom project. There should be some funds remaining, but that amount is unknown at this time. Any excess funds will be used to fund additional capital improvement projects. These funds will come from the Fund Balance appropriation, as described in item two above.

ITEM SIX: JOHN ADAMS ECLA BUDGET

The staff at John Adams Elementary School would like to increase their operations of the ECLA program to include infants through pre-school. They are currently only serving 3 and 4 year olds. It is planned to start an infant program at the beginning of the second semester of the current year. They would start the toddler program at the beginning of next school year. In order to expand the program this January, it is recommended that the estimated revenues and appropriations for the Adams ECLA program be increased by \$18,000.

GENERAL PROJECT FUND

There is a project for improvements to Overlook Road. There has been no activity on this project, as we have been waiting on acquiring all of the properties on Overlook Road. This project was funded with \$200,000 of Build America Bonds. The proceeds from the Build America Bonds must be expended by December 31, 2014. At this time it is clear that the funds will not be spent on Overlook Road Improvements, but there has been other projects that are complete that have been funded with other sources. The Legion Center renovations were funded with \$660,000 of City General Obligation Bonds.

In order to satisfy the requirements of the Build America Bonds, it is recommended that \$200,000 of the City General Obligation bonds be transferred to the Overlook Road project and that \$200,000 of the Build America Bonds be transferred to the Legion Center project. The Legion Center project is complete and the funds have already been spent.



AGENDA ACTION FORM

Consideration of Ordinance to Amend Zoning of a Portion of a Parcel Containing the Andes-Straley Veterinary Hospital, Located off Memorial Boulevard in the 11th Civil District of Sullivan County

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

Action Form No.: AF-253-2014
 Work Session: September 22, 2014
 First Reading: September 23, 2014

Final Adoption: **October 7, 2014**
 Staff Work By: Ken Weems
 Presentation By: Ken Weems

Recommendation:

~~Hold public hearing.~~

Approve ordinance amending the zoning ordinance to rezone parcels from P-1, Professional Offices District to B-3, Highway Oriented Business District.

Executive Summary:

This is an owner-requested rezoning of approximately .8 acres/ a portion of a parcel containing the Andes-Straley Veterinary Hospital from P-1 to B-3. The sole purpose of the rezoning request is to allow a reconfiguration of the existing freestanding sign to one that contains an electronic message board feature. Planning staff received phone comments from six adjacent property owners about the rezoning. All phone calls were supportive of the rezoning effort and understood that the purpose of the rezoning request was to allow a sign with an electronic message board feature to replace the current freestanding sign for the veterinary hospital. During their August 2014 regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation for the rezoning to the Board of Mayor and Aldermen. The Notice of Public Hearing was published on September 8, 2014.

Attachments:

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

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



AGENDA ACTION FORM

Conduct a Public Hearing and Consideration of Ordinance to Amend Zoning of a Portion of a Parcel Containing the Andes-Straley Veterinary Hospital, Located off Memorial Boulevard in the 11th Civil District of Sullivan County

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

Action Form No.: AF-253-2014
Work Session: September 22, 2014
First Reading: September 23, 2014

Final Adoption: October 7, 2014
Staff Work By: Ken Weems
Presentation By: Ken Weems

Recommendation:

Hold public hearing.
Approve ordinance amending the zoning ordinance to rezone parcels from P-1, Professional Offices District to B-3, Highway Oriented Business District.

Executive Summary:

This is an owner-requested rezoning of approximately .8 acres/ a portion of a parcel containing the Andes-Straley Veterinary Hospital from P-1 to B-3. The sole purpose of the rezoning request is to allow a reconfiguration of the existing freestanding sign to one that contains an electronic message board feature. Planning staff received phone comments from six adjacent property owners about the rezoning. All phone calls were supportive of the rezoning effort and understood that the purpose of the rezoning request was to allow a sign with an electronic message board feature to replace the current freestanding sign for the veterinary hospital. During their August 2014 regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation for the rezoning to the Board of Mayor and Aldermen. The Notice of Public Hearing was published on September 8, 2014.

Attachments:

- 1. Notice of Public Hearing
- 2. Zoning Ordinance
- 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 September 23, 2014 to consider the rezoning for a portion of parcel 41 of tax map 62H located along Memorial Boulevard from P-1 District to B-3 District. The regular business meeting will begin at 7:00 p.m. in the large courtroom located on the second floor of City Hall, at 225 W. Center Street, Kingsport, Tennessee.

The property proposed for rezoning is generally described as follows:

BEGINNING at a point, said point being the northwest corner of parcel 41.00 of Tax map 62G, Group A and on the southern right-of-way of Memorial Boulevard; thence in a northeasterly direction along the southern right-of-way of Memorial Boulevard approximately 153.03 feet to a point; thence in a southeasterly direction approximately 213.00 feet to a point, said point being the southeast corner of parcel 41.00; thence in a southwesterly direction approximately 151.00 feet to a point; thence in a northwesterly direction approximately 234.90 feet to the point of BEGINNING, and being a portion of parcel 41.00 of Tax Map 62H, of the Sullivan County Tax Maps dated April 2011.

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

CITY OF KINGSPORT
Angie Marshall, Deputy City Clerk
PIT: 9/8/14

PRE-FILED CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY ADJACENT TO MEMORIAL BOULEVARD FROM P-1, PROFESSIONAL OFFICES DISTRICT TO B-3, HIGHWAY ORIENTED BUSINESS DISTRICT IN THE 11TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

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

BEGINNING at a point, said point being the northwest corner of parcel 41.00 of Tax map 62G, Group A and on the southern right-of-way of Memorial Boulevard; thence in a northeasterly direction along the southern right-of-way of Memorial Boulevard approximately 153.03 feet to a point; thence in a southeasterly direction approximately 213.00 feet to a point, said point being the southeast corner of parcel 41.00; thence in a southwesterly direction approximately 151.00 feet to a point; thence in a northwesterly direction approximately 234.90 feet to the point of BEGINNING, and being a portion of parcel 41.00 of Tax Map 62H, of the Sullivan County Tax Maps dated April 2011.

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 _____

Rezoning Report

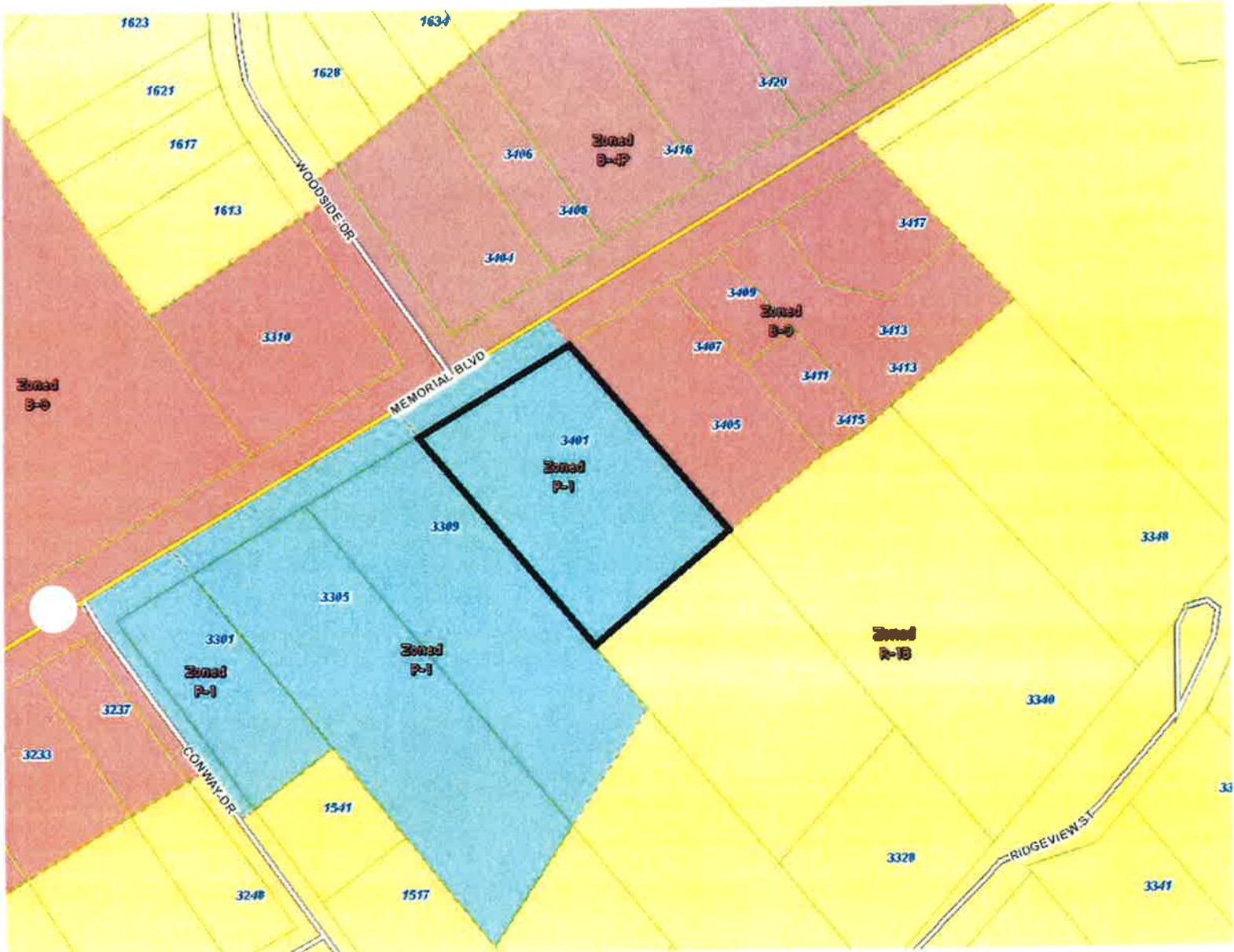
Kingsport Regional Planning Commission

File Number 14-101-00010

3401 Memorial Boulevard Rezoning

Property Information			
Address	3401 Memorial Boulevard, Kingsport, TN 37664		
Tax Map, Group, Parcel	62H, A, a portion of parcel 41		
Civil District	11		
Overlay District	Not applicable		
Land Use Designation	Commercial		
Acres	.8 acres +/-		
Existing Use	Veterinary Hospital	Existing Zoning	P-1
Proposed Use	same	Proposed Zoning	B-3
Owner /Applicant Information			
Name: Gary Andes Address: 3407 Memorial Boulevard City: Kingsport State: TN Zip Code: 37664 Email: gandes@hotmail.com Phone Number: (423) 378-4443		Intent: <i>To rezone from P-1 to B-3 to allow an electronic message board as part of the freestanding sign on the property.</i>	
Planning Department Recommendation			
<p>The Kingsport Planning Division recommends approval for the following reasons:</p> <ul style="list-style-type: none"> • <i>A B-3 zone will bring the entire veterinary hospital building under a single zone, whereas the building is currently split-zoned B-3 and P-1.</i> • <i>The sole purpose of the rezoning request is to allow the property owner to convert the existing freestanding sign into an electronic message board. This action can be taken now on the eastern side of the property, as the eastern portion of the building that houses the veterinary hospital is zoned B-3. A successful rezoning will allow the sign to be placed directly in front of the building (on the portion currently requested for rezoning), thus not creating an awkward displacement of the freestanding sign.</i> <p>Staff Field Notes and General Comments:</p> <ul style="list-style-type: none"> • <i>The rezoning area consists of a portion of one parcel that contains a portion of the Andes-Straley Veterinary Hospital. The veterinary hospital is currently located on two separate parcels and the business itself is split-zoned.</i> • <i>The veterinary hospital was expanded in 2005 into the P-1 zoned portion of the property. This was done with approval of the Board of Zoning Appeals via special exception granted on February 3, 2005.</i> • <i>The planning office has received 6 calls from adjacent property owners about the rezoning request (3309 Memorial, 3416 Memorial, 3417 Memorial, 3420 Memorial, 3501 Memorial, and 1613 Woodside Drive). All calls were in support of the rezoning effort and understood that the purpose of the rezoning is to enable the replacement of the existing freestanding sign with a sign that contains an electronic message board.</i> 			
Planner:	Ken Weems	Date:	August 4, 2014
Planning Commission Action		Meeting Date:	August 21, 2014

Surrounding Zoning Map





AGENDA ACTION FORM

Consideration of Ordinances to 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-250-2014
 Work Session: September 22, 2014
 First Reading: September 23, 2014

Final Adoption: **October 7, 2014**
 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 0.1 acres/1 parcel located off Ridgecrest Avenue. The current county zoning of the area is County R-3A (High Density Residential District). The proposed city zoning for the area is R-1B (Single Family Residential District). The applicant, Doug Wright, was contacted by the Tennessee Department of Environment and Conservation (TDEC) to inform him that he will need to have the sewer service extended to his home. As a result, Mr. Wright has requested annexation. During their August 2014 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. City water service currently serves the annexation area. The Notice of Public Hearing was published September 8, 2014.

Attachments:

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

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



AGENDA ACTION FORM

Public Hearing and Consideration of Ordinances to 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-250-2014
Work Session: September 22, 2014
First Reading: September 23, 2014
Final Adoption: October 7, 2014
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 0.1 acres/1 parcel located off Ridgecrest Avenue. The current county zoning of the area is County R-3A (High Density Residential District). The proposed city zoning for the area is R-1B (Single Family Residential District). The applicant, Doug Wright, was contacted by the Tennessee Department of Environment and Conservation (TDEC) to inform him that he will need to have the sewer service extended to his home. As a result, Mr. Wright has requested annexation. During their August 2014 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. City water service currently serves the annexation area. The Notice of Public Hearing was published September 8, 2014.

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, September 23, 2014, 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 12.1, Tax Map 30B; thence in a southwesterly direction, approximately 75 feet to a point; said point being on the western corner of parcel 12.1; thence in a southeasterly direction, approximately 82 feet to a point; said point being in common with the northerly right-of-way of Ridgecrest Avenue; thence following the northerly right-of-way of Ridgecrest Avenue, approximately 75 feet to a point; said point being in common with the northerly right-of-way of Ridgecrest Avenue; thence in a southeasterly 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 151 feet to a point; said point being in common with the southerly right-of-way of Ridgecrest Avenue; thence in a northeasterly direction crossing Ridgecrest Avenue, approximately 40 feet to a point; said point being the southeastern corner of parcel 12.1; said point being in common with the northerly right-of-way of Ridgecrest Avenue; thence in a northeasterly direction, approximately 82 feet to a point; said point being the point of BEGINNING, and being all of parcel 12.1, Tax Map 30B; and those portions of Ridgecrest Avenue Tax Map 30G, 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: 09/08/14

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 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 23rd day of September 2014, and notice thereof published in the Kingsport Times-News on the 8th day of September 2014; 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 3rd day of June 2014, 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 12.1, Tax Map 30B; thence in a southwesterly direction, approximately 75 feet to a point; said point being on the western corner of parcel 12.1; thence in a southeasterly direction, approximately 82 feet to a point; said point being in common with the northerly right-of-way of Ridgecrest Avenue; thence following the northerly right-of-way of Ridgecrest Avenue, approximately 75 feet to a point; said point being in common with the northerly right-of-way of Ridgecrest Avenue; thence in a southeasterly 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 151 feet to a point; said point being in common with the southerly right-of-way of Ridgecrest Avenue; thence in a northeasterly direction crossing Ridgecrest Avenue, approximately 40 feet to a point; said point being the southeastern corner of parcel 12.1; said point being in common with the northerly right-of-way of Ridgecrest Avenue; thence in a northeasterly direction, approximately 82 feet to a point; said point being the point of BEGINNING, and being all of parcel 12.1, Tax Map 30B; and those portions of Ridgecrest Avenue Tax Map 30G, 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-3A, HIGH DENSITY 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 Ridgecrest Avenue from County R-3A, 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 12.1, Tax Map 30B; thence in a southwesterly direction, approximately 75 feet to a point; said point being on the western corner of parcel 12.1; thence in a southeasterly direction, approximately 82 feet to a point; said point being in common with the northerly right-of-way of Ridgecrest Avenue; thence following the northerly right-of-way of Ridgecrest Avenue, approximately 75 feet to a point; said point being in common with the northerly right-of-way of Ridgecrest Avenue; thence in a southeasterly 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 151 feet to a point; said point being in common with the southerly right-of-way of Ridgecrest Avenue; thence in a northeasterly direction crossing Ridgecrest Avenue, approximately 40 feet to a point; said point being the southeastern corner of parcel 12.1; said point being in common with the northerly right-of-way of Ridgecrest Avenue; thence in a northeasterly direction, approximately 82 feet to a point; said point being the point of BEGINNING, and being all of parcel 12.1, Tax Map 30B; and those portions of Ridgecrest Avenue Tax Map 30G, 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 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 August 21, 2014, 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 September 23, 2014; and

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

WHEREAS, notice of the time and place of the public hearing was published in the Kingsport Times-News on September 8, 2014; 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 Annexation, said area being bounded and further described as follows:

BEGINNING at a point, said point being the southern corner of parcel 12.1, Tax Map 30B; thence in a southwesterly direction, approximately 75 feet to a point; said point being on the western corner of parcel 12.1; thence in a southeasterly direction, approximately 82 feet to a point; said point being in common with the northerly right-of-way of Ridgecrest Avenue; thence following the northerly right-of-way of Ridgecrest Avenue, approximately 75 feet to a point; said point being in common with the northerly right-of-way of Ridgecrest Avenue; thence in a southeasterly 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 151 feet to a point; said point being in common with the southerly right-of-way of Ridgecrest Avenue; thence in a northeasterly direction crossing Ridgecrest Avenue, approximately 40 feet to a point; said point being the southeastern

corner of parcel 12.1; said point being in common with the northerly right-of-way of Ridgecrest Avenue; thence in a northeasterly direction, approximately 82 feet to a point; said point being the point of BEGINNING, and being all of parcel 12.1, Tax Map 30B; and those portions of Ridgecrest Avenue Tax Map 30G, 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 KINGSFORT, TENNESSEE, AS FOLLOWS:

SECTION I. That a Plan of Services for the Ridgecrest 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 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

Within five years of the operative date of annexation the City will take over responsibility (including payment) for dusk-to-dawn lights presently in place that meet City standards. The City will request that American Electric Power install additional streetlights on collector-class and lower streets in accordance with the policy on roadway lighting within five (5) years of the effective date of annexation. Lighting on minor and major arterials will be installed per prevailing City policy.

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 2nd day of September 2014.

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 14-301-00007

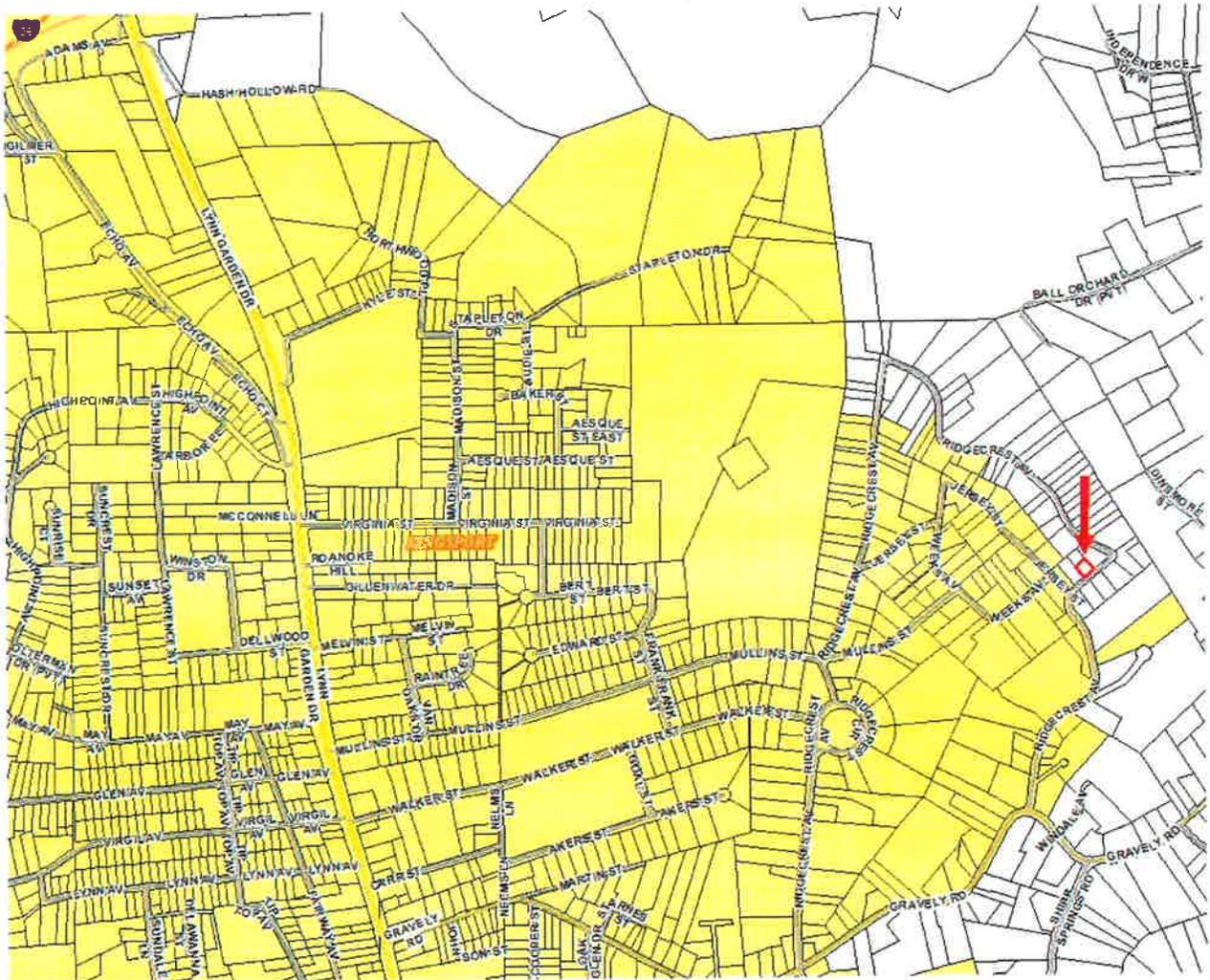
Property Information		Ridgecrest Annexation	
Address	1388 Ridgecrest Avenue		
Tax Map, Group, Parcel	30, B, 012.1		
Civil District	11 th		
Overlay District	N/A		
Land Use Plan Designation	Residential		
Acres	.14 +/-		
Existing Use	Residential	Existing Zoning	County R-3A
Proposed Use	Commercial	Proposed Zoning	City R-1B
Owner Information			
Name: Doug Wright Address: 1388 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 by Doug Wright. Mr. Wright has been contacted by the Tennessee Department of Environment and Conservation (TDEC) that his septic service is failing and that he will need sewer service for his home. As a result, Mr. Wright has requested annexation in order to have the sewer service extended to his property. This annexation will require the inclusion of approximately 213 feet of Ridgecrest Avenue within the annexation area. 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. The sewer service currently runs along Jersey St.</p>			

**Kingsport Regional Planning Commission
Annexation Report**

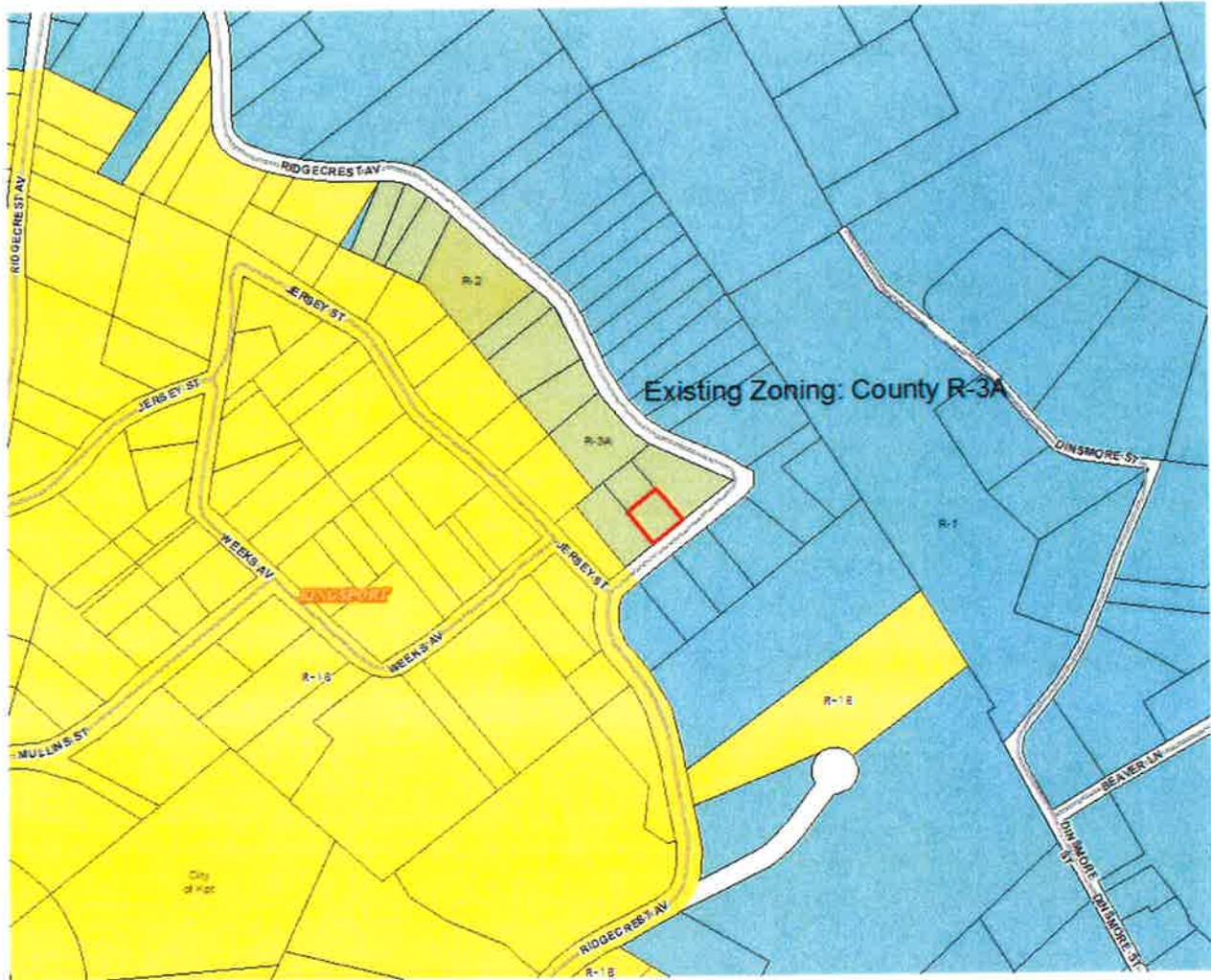
File Number 14-301-00007

Planner:	Corey Shepherd	Date:	July 22, 2014
Planning Commission Action		Meeting Date:	August 21, 2014
Approval:			
Denial:		Reason for Denial:	
Deferred:		Reason for Deferral:	

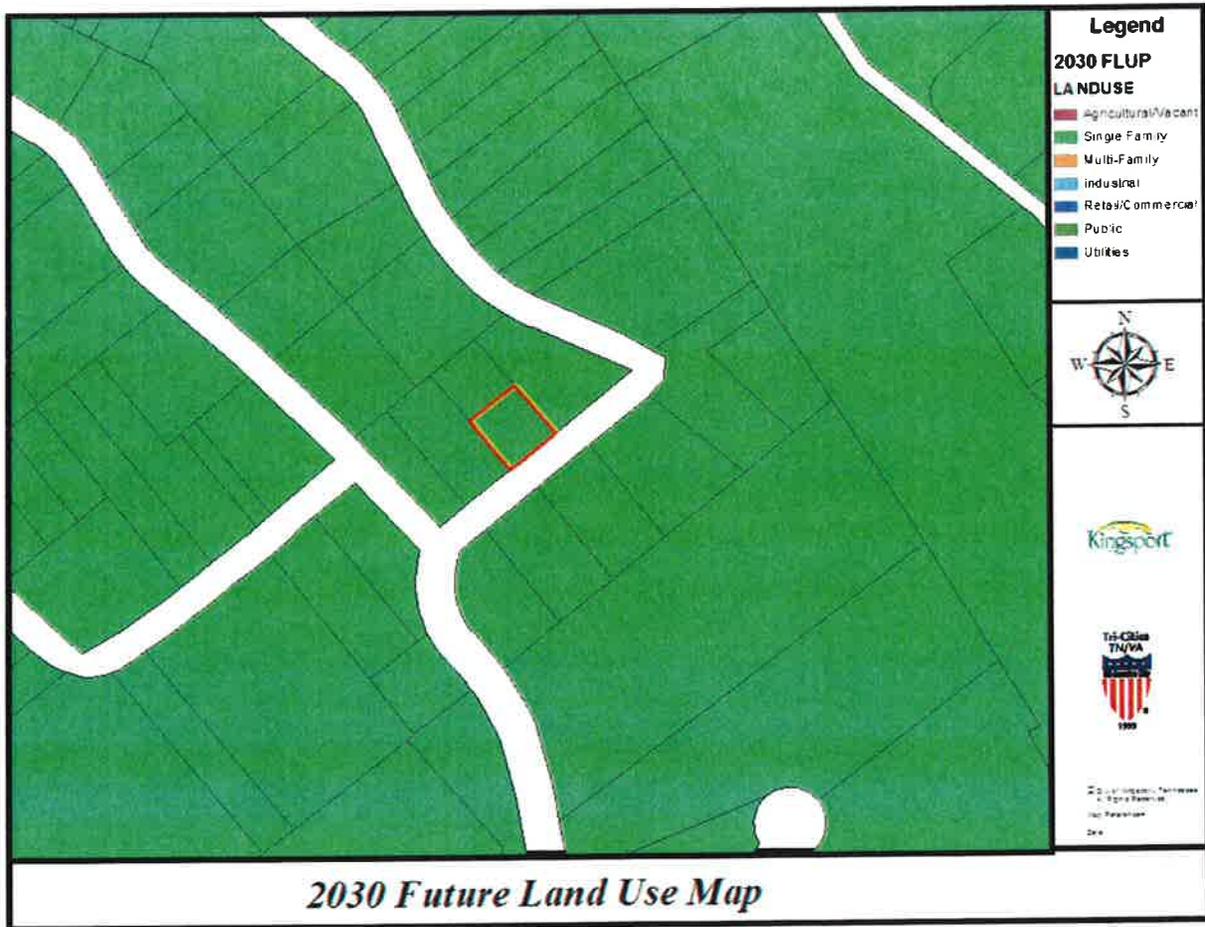
Area Map



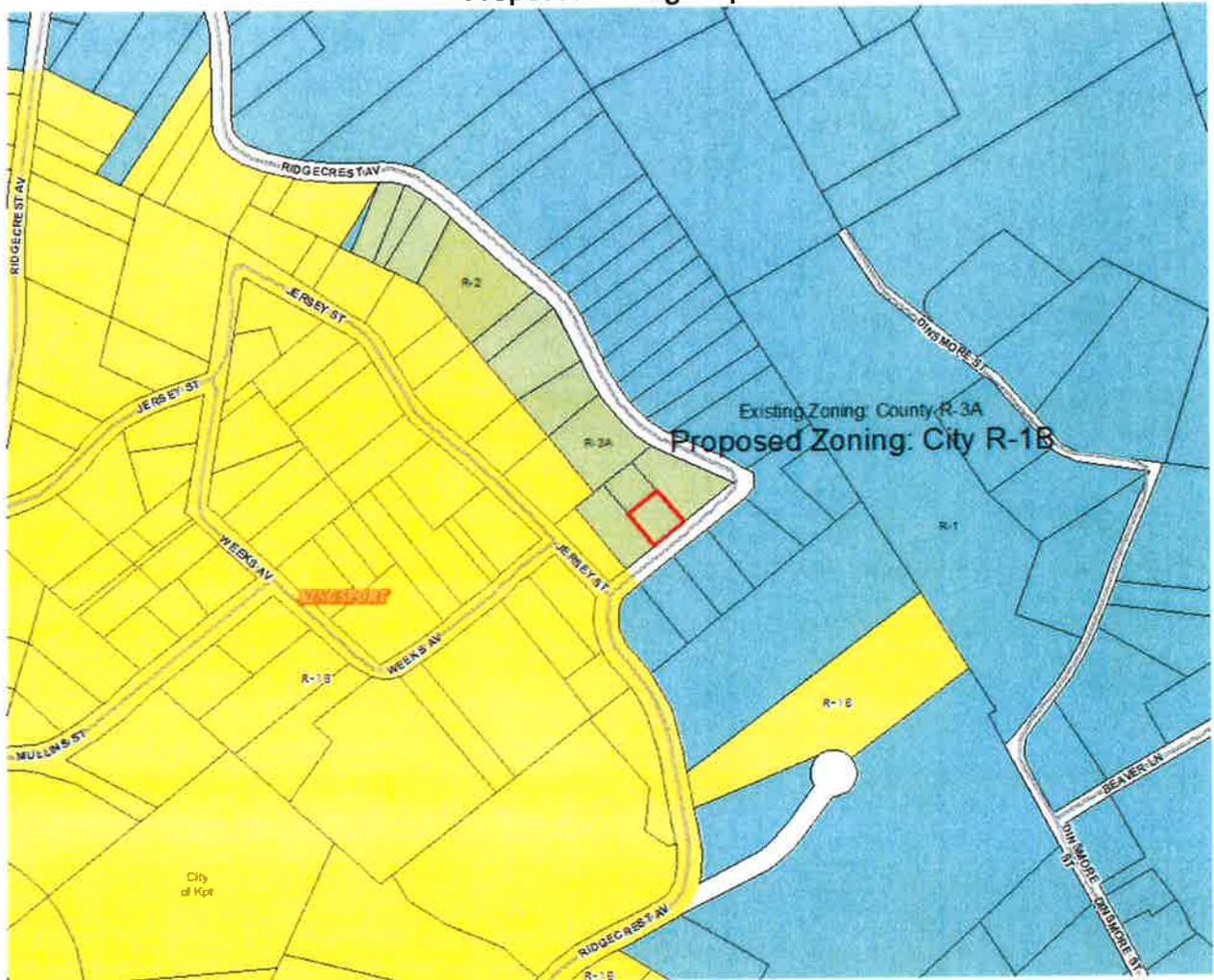
Current Zoning Map



Future Land Use Map



Proposed Zoning Map



Cost

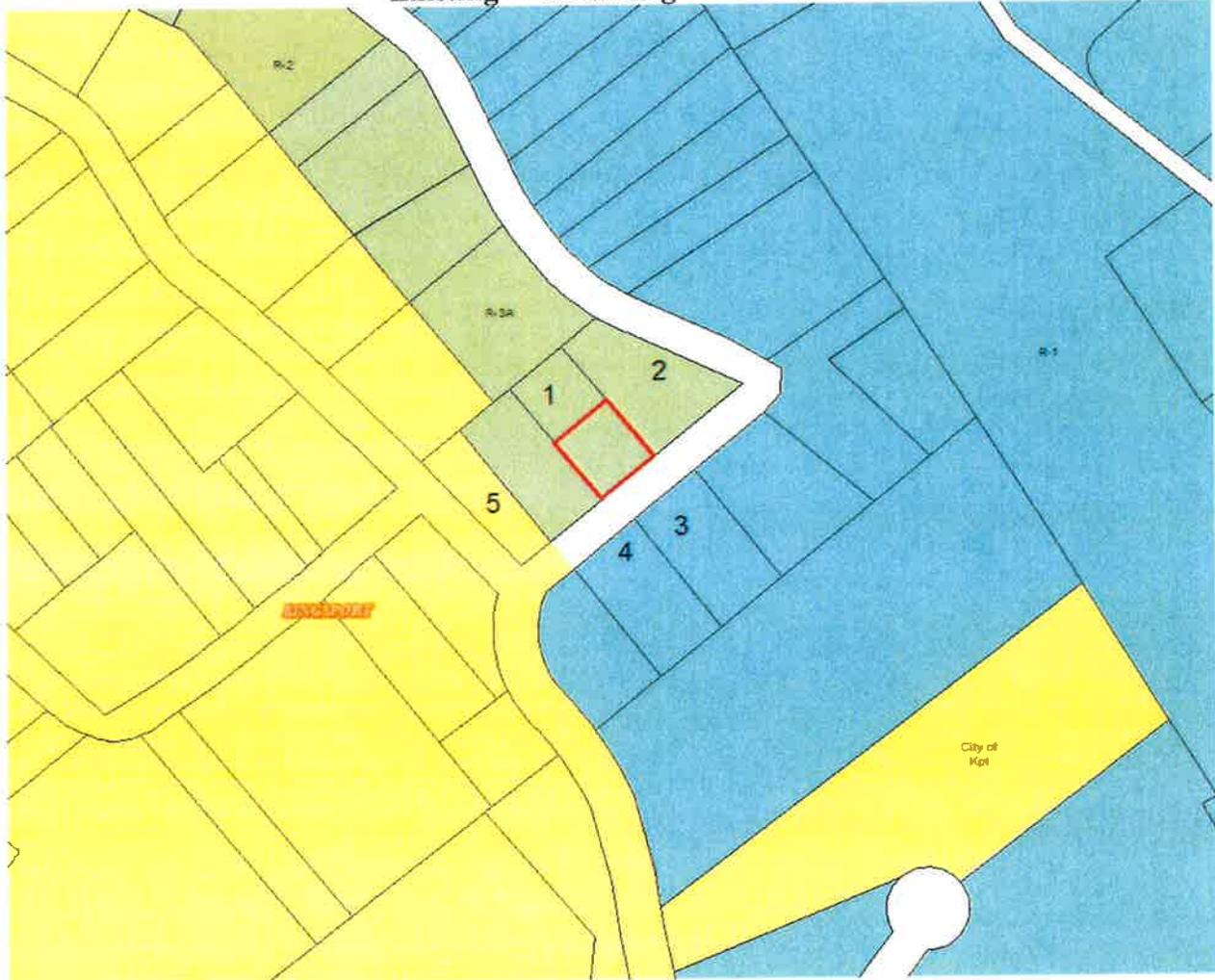
Ridgecrest Cost

Cost Estimate/ tax records as of August 1, 2014

Revenues	One Time	Reoccurring (annual)	
Property Taxes	X	\$205.00	
State Shared	X	\$224.00	\$112.00x2 residents
Sewer Tap Fees	\$15,450.00	\$0.00	7 taps
Water & Sewer Rev (loss)	X	\$2,168.00	sewer extension could potentially add 7 customers
Total	\$15,450.00	\$2,597.00	

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	1,170.00	170.00	
Traffic Controls	450.00	0.00	signage
Streets & Sanitation	0.00	2,077.00	
Subtotal	1,620.00	2,247.00	
Capital Budget			
Water	0.00	0.00	adequate
Sewer	35,880.00	0.00	sewer line extension
Streets	0.00	0.00	
Subtotal	35,880.00	0.00	
Grand Total	\$37,500.00	\$2,247.00	

Existing Surrounding Land Uses



Kingsport Regional Planning Commission

Annexation Report

File Number 14-301-00007

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
Northeast	2	<u>Zone: County R-3A</u> Use: single family residential	No prior action known
Southeast	3	<u>Zone: County R-1</u> Use: Single Family residential	No prior action known
South	4	<u>Zone: County R-1</u> Use: single family residential	No prior action known
West	5	<u>Zone: City R-1B</u> Use: single family residential	Annexed in 1993 as part of the Gravelly/Ridgecrest Annexation

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: Wright First: Douglas M.I.: W. Date: 6-17-2014
Street Address: 1388 Ridgecrest Ave. Apartment/Unit #:
City: Kingsport State: Tennessee ZIP: 37660
Phone: 423-276-8381 E-mail Address:
in Household and Ages: Doug Wright 34 Pam Wright 55

PROPERTY INFORMATION:

Tax Map Information (if known) Taxmap: Group: Parcel: Lot:
Street Address: 1388 Ridgecrest Ave. Apartment/Unit #:
Current Use:

OTHER INFORMATION:

Need the sewer extended. Washer drains into ditch

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/are the sole and legal owner(s) of the property described herein.

Signature: [Handwritten Signature]

Date: 6-17-2014

Signed before me on this 17th day of June, 2014
at Kingsport, Tennessee
County of [Handwritten]
Notary: [Handwritten Signature]
My Commission Expires 8/24/14

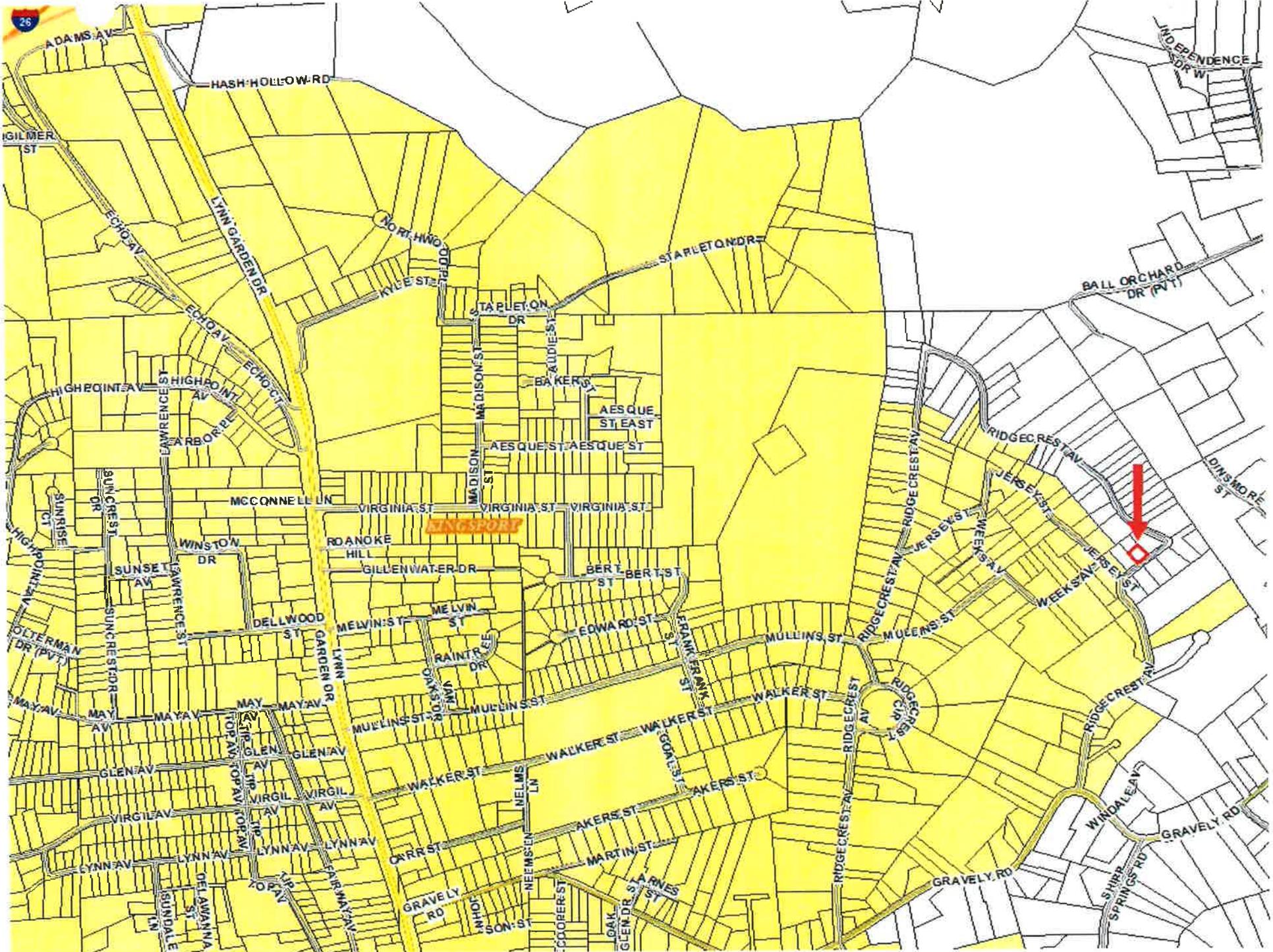


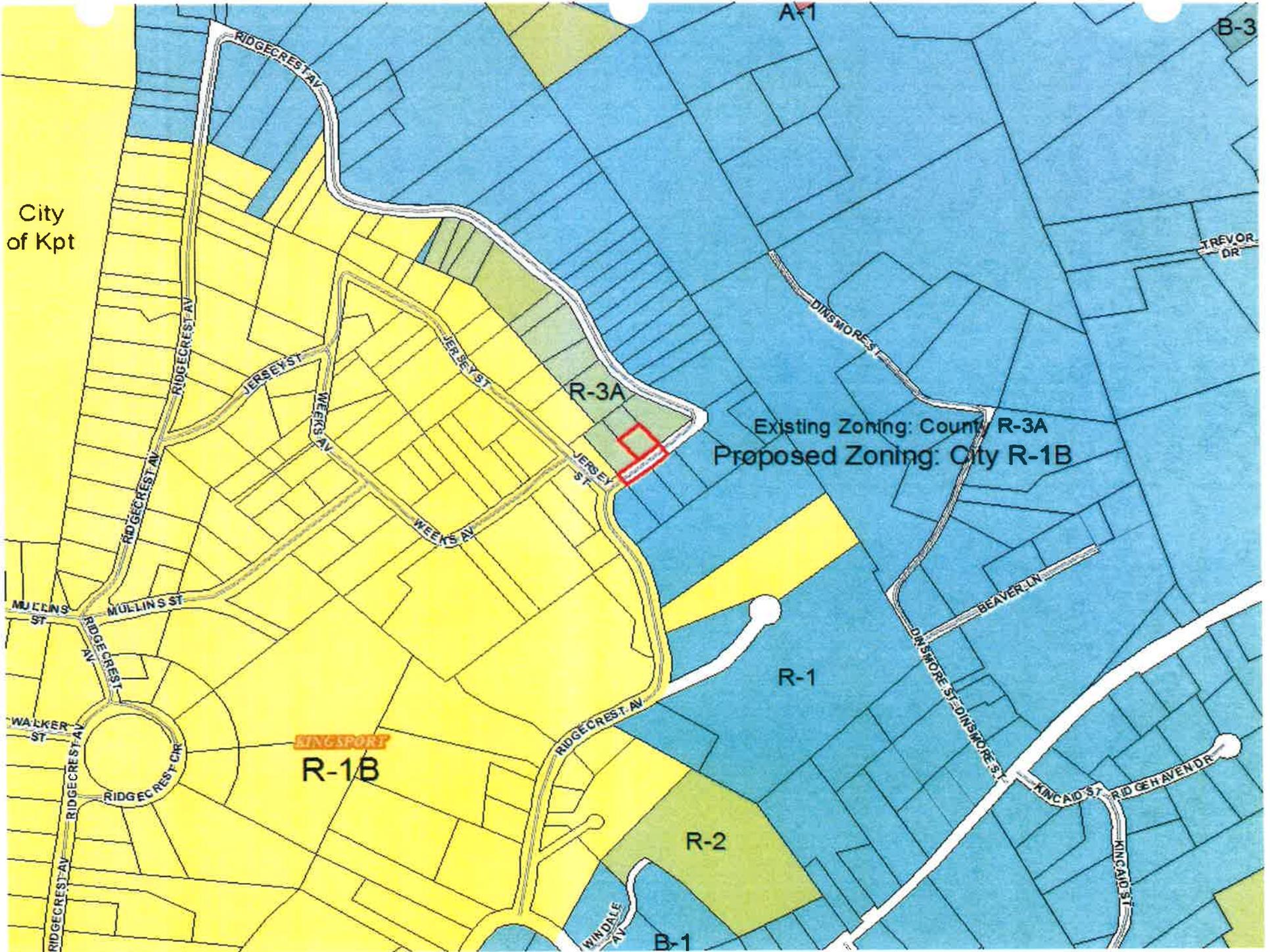
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Streets	0.00	0.00	
Subtotal	35,880.00	0.00	
Grand Total	\$37,500.00	\$2,247.00	





City of Kpt

Existing Zoning: County R-3A
Proposed Zoning: City R-1B

KINGSPOINT
R-1B

R-3A

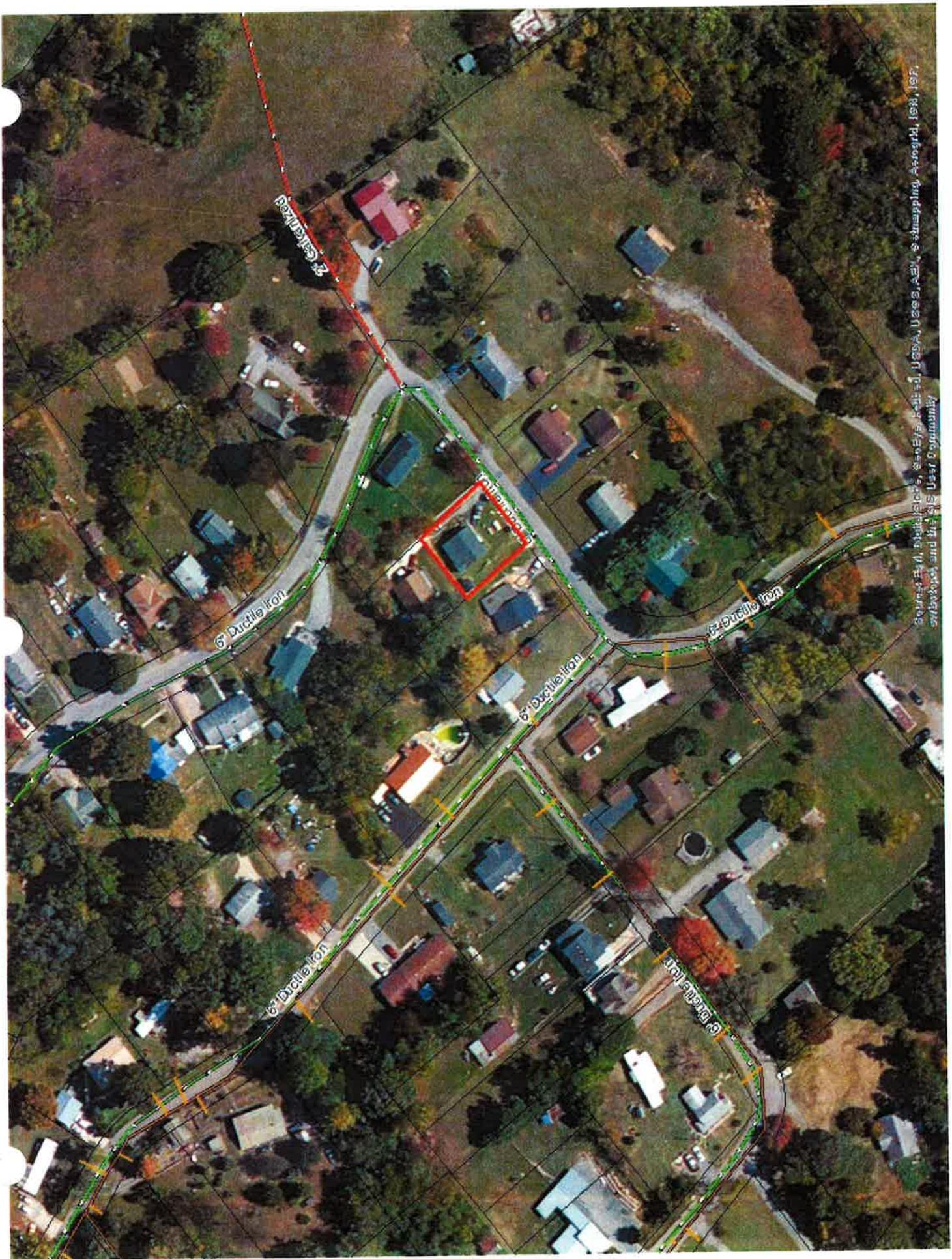
R-1

R-2

B-1

A-1

B-3



Source: Earth Digital, Inc., based on data from the U.S. Geological Survey, 1988, 1997, 2000, and 2001. All rights reserved. U.S. Geological Survey, 1988, 1997, 2000, and 2001. All rights reserved. U.S. Geological Survey, 1988, 1997, 2000, and 2001. All rights reserved.

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

Consideration of a Budget Ordinance Regarding MPO15A Signalization at the Intersection of SR-126 (Memorial Blvd) at Island Road

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

Action Form No.: AF-254-2014
 Work Session: September 22, 2014
 First Reading: September 23, 2014

Final Adoption: **October 7, 2014**
 Staff Work By: Michael Thompson
 Presentation By: Ryan McReynolds

Recommendation:

Approve the ordinance and resolution.

Executive Summary:

Area developers and residents have requested the installation of a traffic signal at the intersection of SR-126 (Memorial Blvd.) and Island Road. A traffic study was performed on this location, which included the evaluation of the warrants for signalization. The study recommends installation of a traffic signal to include eastbound and westbound left turn lanes. The study also shows that an acceptable level of service will be maintained on the uncontrolled roadway (SR 126), and the signalization will improve the stop controlled approaches; therefore capacity is one factor necessitating this project. From a safety standpoint, there have been multiple rear-end type accidents at this location on SR 126, and the installation of left turn lanes will certainly be an improvement.

The estimated cost for this project is \$360,000.00, which will be funded 80% through KMTPO STP funding source (Federal funds); and the State (TDOT) will fund the 20% match since this project is on a State Route.

Therefore we request to enter into the Local Agency Project Agreement with TDOT – Agreement Number: 140163; Project Identification Number: 121031.00; Federal Project Number: Pending; State Project Number: 82LPLM-F3-058.

Attachments:

1. Ordinance
2. Resolution to include Agreement
3. Location Map

Funding source appropriate and funds are available: 

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



AGENDA ACTION FORM

Consideration of a Budget Ordinance Regarding MPO15A Signalization at the Intersection of SR-126 (Memorial Blvd) at Island Road; and a Resolution to Enter into an Agreement with the State of Tennessee Department of Transportation (TDOT) for Signalization at the Intersection of SR-126 (Memorial Blvd) at Island Road, and Authorizing the Mayor to Sign All Applicable Documents

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

Action Form No.: AF-254-2014
 Work Session: September 22, 2014
 First Reading: September 23, 2014

Final Adoption: October 7, 2014
 Staff Work By: Michael Thompson
 Presentation By: Ryan McReynolds

Recommendation:

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Executive Summary:

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Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

PRE-FILED CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE MPO FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FOR SIGNALIZATION AT THE INTERSECTION OF SR-126; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the MPO Fund budget be amended by appropriating grant funds in the amount of \$360,000 to the Signal at SR126/ Island Rd. Project (MPO15A). The Tennessee Department of Transportation will fund 20% and 80% will be through KMTPO STP.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Fund 122: MPO Fund			
Signal at SR126/Island Rd (MPO15A)			
Revenues:			
	\$	\$	\$
122-0000-337-5210 FHWA/TN FHWA 80%	0	288,000	288,000
122-0000-332-9000 State Revenue Dept. of Transportation		72,000	72,000
Totals:	0	360,000	360,000
Expenditures:			
122-0000-609-2023 Arch/Eng/Landscaping	0	30,000	30,000
122-0000-609-9003 Improvements	0	330,000	330,000
Totals:	0	360,000	360,000

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

DENNIS R. PHILLIPS, Mayor

ATTEST:

APPROVED AS TO FORM:

ANGELA L. MARSHALL
Deputy City Recorder

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT WITH THE STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION FOR THE INSTALLATION OF A TRAFFIC SIGNAL AT THE INTERSECTION OF SR-126 AND ISLAND ROAD AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the city would like to enter into a Local Agency Project Agreement with the Tennessee Department of Transportation for the installation of a traffic signal at the intersection of SR 126 (Memorial Boulevard) and Island Road; and

WHEREAS, the project would include eastbound and westbound left turn lanes; and

WHEREAS, the estimated cost is \$360,000.00 and 80% of the funds will be provided by the Kingsport Metropolitan Transportation Planning Organization (MTPO) and the additional 20% will be funded by the state since the project is on a state road.

Now therefore,

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

SECTION I. That Agreement Number 140163 with the Tennessee Department of Transportation for the installation of a traffic signal at the intersection of State Route 126 (Memorial Boulevard) and Island Road, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the agreement with Tennessee Department of Transportation for the installation of a traffic signal at the intersection of State Route 126 (Memorial Boulevard) and Island Road and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution, said agreement being as follows:

Agreement Number: 140163
Project Identification Number: 121031.00
Federal Project Number: Pending
State Project Number: 82LPLM-F3-058
State of Tennessee Department of Transportation
LOCAL AGENCY PROJECT AGREEMENT

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

Signalization at Intersection of SR-126 (Memorial Blvd) at Island Road

A. PURPOSE OF AGREEMENT A.1 Purpose:

a) The purpose of this Agreement is to provide for the Department's participation in the project as further described in Exhibit A attached hereto and by this reference made a part hereof (hereinafter called the "Project") and state the terms and conditions as to the manner in which the Project will be undertaken and completed.

A.2 Modifications and Additions:

a) Exhibit(s) are attached hereto and by this reference made a part hereof.

B. ACCOMPLISHMENT OF PROJECT

B.1 General Requirements:

	Responsible Party	Funding Provided by Agency or Project.
Environmental Clearance by:	Agency	Project
Preliminary Engineering by:	Agency	Project
Right-of-Way by:	Agency	Agency
Utility Coordination by:	Agency	Agency
Construction by:	Agency	Project

b) After receiving authorization for a phase, the Agency shall commence and complete the phases as assigned above of the Project as described in Exhibit A with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The Project will be performed in accordance with all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines, available in electronic format, which by this reference is made a part hereof as if fully set forth herein.

c) A full time employee of the Agency shall supervise the herein described phases of the Project. Said full time employee of the Agency shall be qualified to and shall ensure that the Project will be performed in accordance with the terms of this Agreement and all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines and this Agreement.

B.2 Completion Date:

a) The Agency agrees to complete the herein assigned phases of the Project on or before 9/30/2019. 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.

B.3 Environmental Regulations:

a) The Department will review environmental documents and require any appropriate changes for approval as described in the Department's Local Government Guidelines.

b) In the event the Agency is made responsible for the Environmental Clearances in Section 13.1(a) of this Agreement, the Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising, from non-compliance with these regulations and will reimburse the Department of any loss incurred in connection therewith to the extent permitted by Tennessee Law. The Agency will be responsible for securing any applicable permits as described in the Department's Local Government Guidelines.

c) In the event the Agency is made responsible for the Environmental Clearances in section B.1.(a) of this Agreement, then the Agency must complete environmental clearances before it begins final design and understands that a separate Notice to Proceed will be submitted for final design. Any work on final design performed ahead of this Notice to Proceed will not be reimbursable.

B.4 Plans and Specifications

a) In the event that the Agency is made responsible for the Preliminary Engineering in Section B.1.(a) of this Agreement and federal and/or state funding is providing reimbursement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Preliminary Engineering phase of the Project without the written approval of the Department. Failure to obtain such written approval shall be sufficient cause for nonpayment by the Department.

b) In the event that this Agreement involves constructing and equipping of facilities on the State Highway System and/or is a Project with Federal participation and the Agency is made responsible for Preliminary Engineering in section B.1.(a) of this Agreement, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate.

1) After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval and authorization to proceed with the next assigned phase of the Project. Failure to obtain this written approval and authorization to proceed shall be sufficient cause for nonpayment by the Department.

c) In the event that this Agreement involves the use of State highway Right-of-Way, the Agency shall submit a set of plans to the TDOT Traffic Engineer responsible for the land in question. These plans shall be sufficient to establish the proposed Project and its impact on the State Highway Right-of-Way.

B.5 Right-of-Way

a) The Agency shall, without cost to the Department, provide all land owned by the Agency or by any of its instrumentalities as may be required for the Project right-of-way or easement purposes.

b) The Agency understands that if it is made responsible for the Right-of-Way phase in section B.1(a) hereof and federal and/or state funds are providing the reimbursement, any activities initiated for the appraisal or the acquisition of land prior to authorization from the Department will not be reimbursed and that failure to follow applicable Federal and State law in this regard may make the Project ineligible for federal and/or state funding.

c) The Department will review the processes the Agency used for the acquisition of land and other right-of-way activities. If those processes are found to be in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Public Law 91-646, 84 Stat. 1894), the Department will certify that the acquisition phase was completed appropriately. The Agency understands that the Project cannot proceed to the Construction phase until this certification of the acquisition phase has been provided. It further understands that if the processes used for acquisition are such that certification is impossible, federal and/or state funds will be withdrawn from the Project. If such withdrawal does occur, the Agency hereby agrees to reimburse the Department for all federal and/or state funds expended at the time of such withdrawal.

d) If the Agency is responsible for the Construction phase, it agrees to correct any damage or disturbance caused by its work within the State Highway Right-of-Way, including but not limited to the replacement of any control access fence removed by the Agency or its Contractor or agent during the Construction phase of the Project.

B.6 Approval of the Construction Phase

a) In the event that the Agency is made responsible for the Construction phase in section B.1.(a) of this Agreement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Construction phase of the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department.

b) In the event that the Department is made responsible for the Construction phase in section B.1.(a) of this Agreement, when the construction phase begins, the Agency may make such periodic visits to the Project site as necessary to familiarize itself generally with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Construction Agreement. If there is any perceived failure, the Agency shall give prompt written notification to the Department's Resident Engineer in charge.

c) If the Project includes State Highway Right-of-Way and the Agency is responsible for the Construction phase, the Agency shall follow all requirements imposed by the TDOT Traffic Engineer.

d) In the event that the Project includes State Highway Right-of-Way and the Agency is performing any construction work on this project such work shall be performed to the satisfaction of the Department. If the Agency is being compensated for any construction work under this Agreement, any remedial work deemed necessary by the Department shall be done at the Agency's sole expense.

e) The Agency understands that all contractors allowed to bid hereunder must be included on the Department's pre-qualified contractor list. Under Federal law, however, no contractor shall be required by law, regulation, or practice to obtain a license before submitting a bid or before a bid may be considered for an award of a contract; provided, however, that this is not intended to preclude requirements for the licensing of a contractor upon or subsequent to the award of the contract if such requirements are consistent with competitive bidding.

B.7 Detours

a) If the Agency deems a detour to be necessary to maintain traffic during a road closure, then the Agency shall select, sign, and maintain the detour route in strict accordance with the Department's Final Construction Plan Notes and the Manual on Uniform Traffic Control Devices.

B.8 Utilities

a) In the event that the Department is made responsible for the Construction phase in Section B.1(a) of this Agreement, the Department shall also be responsible for the Utilities phase.

b) In the event that the Agency is made responsible for the Utilities Phase in section B.1.(a) of this Agreement, the following applies:

- 1) The Agency shall assist and ensure that all utility relocation plans are submitted by the utilities and received by the Regional TDOT Utility Office per TDOT's coordination instructions for approval prior to the Project advertisement for bids.
- 2) The Agency agrees to provide for and have accomplished all utility connections within the right-of-way and easements prior to the paving stage of the Construction phase.

B.9 Railroad

- a) In the event that a railroad is involved, Project costs may be increased by federally required improvements. The Agency agrees to provide such services as necessary to realize these improvements. The Agency understands it may have to enter into additional agreements to accomplish these improvements.

C. PAYMENT TERMS AND CONDITIONS

C.1 Total Cost:

In the event that the Agency shall receive reimbursement for Project expenditures with federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) The Department agrees to reimburse the Agency for eligible and appropriate Project expenditures as detailed in the Department's Local Government Guidelines with federal and/or state funds made available and anticipated to become available to the Agency, provided that the maximum liability of the Department shall be as set forth in Exhibit A.

C.2 Eligible Costs:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) Only Project costs incurred after the issuance of the Notice to Proceed for each phase as detailed in the Department's Local Government Guidelines are eligible for Department reimbursement.

C.3 Limits on Federal and State Participation:

- a) Federal and/or state funds shall not participate in any cost which is not incurred in conformity with applicable federal and state law, the regulations in 23 C.F.R. and 49 C.F.R., and policies and procedures prescribed by the Federal Highway Administration (FHWA). Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the Project or part thereof involving such cost. (23 CFR 1.9 (a)). If FHWA and/or the Department determines that any amount claimed is not eligible, federal and/or state participation may be approved in the amount determined to be adequately supported. The Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal and/or state participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, federal and/or state Funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA and/or the Department may deny participation in Project costs in part or in total.
- b) For any amounts determined to be ineligible for federal and/or state reimbursement for which the Department has made payment, the Agency shall promptly reimburse the Department for all such amounts within ninety (90) days of written notice.
- c) The Agency agrees to pay all costs of any part of this project which are not eligible for federal and/or state funding. These funds shall be provided upon written request therefore by either (a) check, or (b) deposit to the Local Government investment Pool. whenever requested

C.4 Payment Methodology:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) The Agency shall submit invoices, in a form outlined in the Local Government Guidelines with all necessary supporting documentation, prior to any reimbursement of allowable costs. Such invoices shall be 'submitted no more often than monthly but at least quarterly and indicate, at a minimum, the amount charged by allowable cost line-item for the period invoiced, the amount charged by line-item to date, the total amounts charged for the period invoiced, and the total amount charged under this agreement to date. Each invoice shall be accompanied by proof of payment in the form of a canceled check or other means acceptable to the Department.
- b) The payment of an invoice by the Department shall not prejudice the Department's right to object to or question any invoice or matter in relation thereto. Such payment by the Department shall neither be construed as acceptance of any part of the work or service provided nor as final approval of any of the costs invoiced therein. The Agency's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the Department not to constitute allowable costs. Any payment may be reduced for overpayments or increased for under-payments on subsequent invoices.

c) Should a dispute arise concerning payments due and owing to the Agency under this Agreement, the Department reserves the right to withhold said disputed amounts pending final resolution of the dispute.

C.5 The Department's Obligations:

In the event that the Department is managing all phases of the Project herein described, this provision C.5 does not apply.

a) Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to ensure the carrying out of the Project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect not to make a payment if

1) Misrepresentation:

The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

2) Litigation:

There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, this Agreement or payments to the Project;

3) Approval by Department:

The Agency shall have taken any action pertaining to the Project, which under this Agreement requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;

4) Conflict of Interests:

There has been any violation of the conflict of interest provisions contained herein in D.16; or

5) Default:

The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

C.6 Final Invoices:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

a) The Agency must submit the final invoice on the Project to the Department within one hundred twenty (120) days after the completion of the Project. Invoices submitted after the one hundred twenty (120) day time period may not be paid.

C.7 Offset:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

a) If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting any amount pursuant to this section shall not be considered a breach of agreement by the Department.

C.8 Travel Compensation

a) If the Project provided for herein includes travel compensation, reimbursement to the Agency for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time and Subject to the Agreement Budget.

D. STANDARD TERMS AND CONDITIONS

D.1 Governing Law:

a) This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The Agency agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Agreement. The Agency acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.

D.2 General Compliance with Federal, State and Local Law:

a) The Agency is assumed to be familiar with and observe and comply with those Federal, State, and local laws, ordinances, and regulations in any manner affecting the conduct of the work and those instructions and prohibitive orders issued by the State and Federal Government regarding fortifications, military and naval establishments and other areas. The Agency shall observe and comply with those laws, ordinances, regulations, instructions, and orders in effect as of the date of this Agreement.

b) The parties hereby agree that failure of the Agency to comply with this provision shall constitute a material breach of this Agreement and subject the Agency to the repayment of all damages suffered by the State and/or the Department as a result of said breach.

D.3 State Law:

a) Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable state law, provided, that if any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

D.4 Submission of the Proceedings, Agreements, and Other Documents:

a) The Agency shall submit to the Department such data, reports, records, agreements, and other documents relating to the Project as the Department and the Federal Highway Administration may require.

D.5 Appropriations of Funds:

a) This Agreement is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Department reserves the right to terminate the Agreement upon thirty (30) days written notice to the Agency. Said termination shall not be deemed a breach of agreement by the Department. Upon receipt of the written notice, the Agency shall cease all work associated with the Agreement. Should such an event occur, the Agency shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Agency shall have no right to recover from the Department any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.6 Rights and Remedies Not Waived:

a) In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

b) Nothing in this agreement shall be construed to limit the Department's right at any time to enter upon its highway right-of-way, including the area occupied by the Project, for the purpose of maintaining or reconstructing its highway facilities.

D.7 Department and Agency Not Obligated to Third Parties:

a) The Department and Agency shall not be obligated hereunder to any party other than the parties to this Agreement.

D.8 Independent Contractor:

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

b) The Agency, being a political subdivision of the State, is governed by the provisions of the Tennessee Government Tort Liability Act, Tennessee Code Annotated, Sections 29-20-101, et seq. and all other applicable laws.

D.9 Maintenance:

a) Nothing contained herein shall be construed as changing the maintenance responsibility of either party for any part of the referenced project that lies on its system of highways. If the project funded hereunder results in the installation of any traffic signal, lighting or other electrically operated device(s), then the Agency shall be solely responsible for and pay all costs associated with maintenance and operation of all electrically operated devices together with the related equipment, wiring and other necessary appurtenances, and the Agency shall furnish electrical current to all such devices which may be installed as part of the project. Additionally, the Agency shall be solely responsible for and pay all costs associated with the maintenance and operation of solar-powered devices, including, but not limited to, replacement of solar panels, batteries, lights and lenses.

b) In the event that the Department is made responsible for the Construction phase in section B.I.(a) of this Agreement and to the extent that the Department is responsible for accomplishing the construction of the project, the Department will notify the Agency when Construction phase of the project has been completed: provided however, that failure to notify the Agency shall not relieve the Agency of its maintenance responsibilities.

D.10 Disadvantaged Business Enterprise (DBE) Policy and Obligation:

In the event that the herein-described project is funded with federal funds, the following shall apply:

a) **DBE Policy:**

It is the policy of the Department that Disadvantaged Business Enterprises, as defined in 49 C.F.R., Part 26, as amended, shall have the opportunity to participate in the performance of agreements financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state regulations apply to this Agreement; including but not limited to project goals and good faith effort requirements.

b) **DBE Obligation:**

The Agency and its Contractors agree to ensure that Disadvantaged Business Enterprises, as defined in applicable federal and state regulations, have the opportunity to participate in the performance of agreements and this Agreement. In this regard, all recipients and Contractors shall take all necessary and reasonable steps in accordance with applicable federal and state regulations, to ensure that the Disadvantaged Business Enterprises have the opportunity to compete for and perform agreements. The Agency shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department-assisted agreements.

D.11 Tennessee Department of Transportation Department and Suspension:

a) In accordance with the Tennessee Department of Transportation regulations governing Contractor Debarment and Suspension, Chapter 1680-5-1, the Agency shall not permit any suspended, debarred or excluded business organizations or individual persons appearing on the Tennessee Department of Transportation Excluded Parties List to participate or act as a principal of any participant in any covered transaction related to this Project. Covered transactions include submitting a bid or proposal entering into an agreement, or participating at any level as a subContractor.

D.12 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (applies to federal aid projects):

a) **Instructions for Certification - Primary Covered Transactions:**

By signing and submitting this Agreement, the Agency is providing the certification set out below.

- 1) The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Agency shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the Agency to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- 2) The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction if it is later determined that the Agency knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.
- 3) The Agency shall provide immediate written notice to the Department if at any time the Agency learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, You may contact the Department for assistance in obtaining a copy of those regulations.
- 5) The Agency agrees by entering into this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department.
- 6) The Agency further agrees by entering into this Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the Department, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7) An Agency may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement portion of the "Lists of Parties Excluded From Federal

Procurement or Non-procurement Programs" (Non-procurement List) which is compiled by the General Services Administration.

8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9) Except for transactions authorized under these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.

**b) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--
Primary Covered Transactions:**

The prospective participant in a covered transaction certifies to the best of its knowledge and belief, that it and its principals:

1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency;

2) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or agreement under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in this certification; and

4) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

5) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

D.13 Equal Employment Opportunity:

a) In connection with the performance of any Project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

b) The Agency shall insert the performance of the foregoing provision in all agreements modified only to show the particular contractual relationship in all its agreements in connection with the development of operation of the Project, except agreements for the standard commercial supplies or raw materials, and shall require all such Contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for Project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

D.14 Title VI — Civil Rights Act of 1964:

a) The Agency shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations. The Agency shall include provisions in all agreements with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R., Part 21, and related statutes and regulations.

D.15 Americans with Disabilities Act of 1990 (ADA):

a) The Agency will comply with all the requirements as imposed by the ADA and the regulations of the federal government issued thereunder.

D.16 Conflicts of Interest:

a) The Agency warrants that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subContractor, or consultant to the Agency in connection with any work contemplated or performed relative to this Agreement.

b) The Agency shall insert in all agreements entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its Contractors to insert in each of its subcontracts, the following provision:

1) "No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subContractor, or consultant to the Agency in connection with any work contemplated or performed relative to this Agreement."

D.17 Interest of Members of or Delegates to, Congress (applies to federal aid projects):

a) No member of or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

D.18 Restrictions on Lobbying (applies to federal aid projects): The Agency certifies, to the best of its knowledge and belief, that:

a) No federally appropriated funds have been paid or will be paid, by or on behalf of the Agency, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal agreement, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, Continuation, renewal, or, amendment, or modification any federal agreement, grant, loan, or cooperative agreement.

b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Agency shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c) The Agency shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and agreements under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

D.19 Records:

a) The Agency shall maintain documentation for all charges against the Department under this Agreement. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, agreements or vouchers evidencing in proper detail and in a form acceptable to the Department the nature and propriety of the charges. The books, records, and documents of the Agency, insofar as they relate to work performed or money received under this Agreement, shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for at least three (3) years after final payment is made.

b) Copies of these documents and records shall be furnished to the Department, the Comptroller of the Treasury, or their duly appointed representatives, upon request. Records of costs incurred includes the Agency's general accounting records and the Project records, together with supporting documents and records, of the Agency and all subContractors performing work on the Project and all other records of the Agency and subContractors considered necessary by the Department for a proper audit of costs, If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

c) The aforesaid requirements to make records available to the Department shall be a continuing obligation of the Agency and shall survive a termination of the Agreement.

D.20 Inspection:

a) The Agency shall permit, and shall require its Contractor, subContractor or materials vendor to permit, the Department's authorized representatives and authorized agents of the Federal Highway Administration to inspect all work, workmanship, materials, payrolls, records and to audit the books, records and accounts pertaining to the financing and development of the Project.

b) The Department reserves the right to terminate this Agreement for refusal by the Agency or any Contractor, subContractor or materials vendor to allow public access to all documents, papers, letters or other material made or received in conjunction with this Agreement.

D.21 Annual Report and Audit:

a) In the event that an Agency expends \$500,000 or more in federal awards in its fiscal year, the Agency must have a single or program specific audit conducted in accordance with the United States Office of Management and Budget (OMB) Circular A-133.

b) All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Agency may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit agreement between the Agency and

the licensed independent public accountant shall be on an agreement form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the Audit Manual for Governmental Units and Recipients of Grant Funds published by the Tennessee Comptroller of the Treasury.

c) The Agency shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Agency shall be subject to the provisions relating to such fees contained in the prescribed agreement form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.

D.22 Termination for Convenience:

a) The Department may terminate this agreement without cause for any reason. Said termination shall not be deemed a breach of agreement by the Department. The Department shall give the Agency at least thirty (30) days written notice before the effective termination date. The Agency shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the Department be liable to the Agency for compensation for any service which has not been rendered. The final decision as to the amount for which the Department is liable shall be determined by the Department. Should the Department exercise this provision, the Agency shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.23 Termination for Cause:

a) If the Agency fails to properly perform its obligations under this Agreement in a timely or proper manner, or if the Agency violates any terms of this Agreement, the Department shall have the right to immediately terminate the Agreement and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Agency shall not be relieved of liability to the Department for damages sustained by virtue of any breach of this Agreement by the Agency.

b) In the event that the Project herein described includes Federal funds, the Agency understands that if the Federal Highway Administration (FHWA) determines that some or all of the cost of this project is ineligible for federal funds participation because of failure by the Agency to adhere to federal laws and regulations, the Agency shall be obligated to repay to the Department any federal funds received by the Agency under this agreement for any costs determined by the FHWA to be ineligible.

c) If the Project herein described lies on the state highway system and the Agency fails to perform any obligation under this section of this agreement, the Department shall have the right to cause the Agency, by giving written notice to the Agency, to close the Project to public use and to remove the Project at its own expense and restore the premises to the satisfaction of the Department within ninety (90) days thereafter.

D.24 How Agreement is Affected by Provisions Being Held Invalid:

a) If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

D.25 Agreement Format:

a) All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

D.26 Certification Regarding Third Party Contracts:

a) The Agency certifies by its signature hereunder that it has no understanding or contract with a third party that will conflict with or negate this Agreement in any manner whatsoever.

b) The Agency further certifies by its signature hereunder that it has disclosed and provided to the Department a copy of any and all contracts with any third party that relate to the Project or any work funded under this Agreement.

c) The Agency further certifies by its signature hereunder that it will not enter into any contract with a third party that relates to this project or to any work funded under this Agreement without prior disclosure of such proposed contract to the Department.

d) The Agency hereby agrees that failure to comply with these provisions shall be a material breach of this Agreement and may subject the Agency to the repayment of funds received from or through the Department under this Agreement and to the payment of all damages suffered by the Department as a result of said breach.

D.27 Amendment:

a) This Agreement may be modified only by a written amendment, which has been executed and approved by the appropriate parties as indicated on the signature page of this Agreement.

D.28 State Liability:

a) The Department shall have no liability except as specifically provided in this Agreement.

D.29 Force Majeure:

a) The obligations of the parties to this Agreement are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.

D.30 Required Approvals:

a) The Department is not bound by this Agreement until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.

D.31 Estimated Cost:

a) The parties recognize that the estimated costs contained herein are provided for planning purposes only. They have not been derived from any data such as actual bids, etc.

b) In the event that the Department is made responsible in section B.1.(a) of this Agreement for the management of the herein described Project, the parties understand that more definite cost estimates will be produced during project development. These more reliable estimates will be provided to the Agency by the Department as they become available.

D.32 Third Party Liability:

a) The Agency shall assume all liability for third-party claims and damages arising from the construction, maintenance, existence and use of the Project to the extent provided by Tennessee Law and subject to the provisions, terms and liability limits of the Governmental Tort Liability Act, T.C.A. Section 29-20-101, et seq. and all applicable laws.

D.33 Deposits:

a) Required deposits and any other costs for which the Agency is liable shall be made available to the Department, whenever requested.

D.34 Department Activities:

a) Where the Agency is managing any phase of the project the Department shall provide various activities necessary for project development. The estimated cost for these activities are included in the funds shown herein.

D.35 Congestion Mitigation and Air Quality Requirement:

a) If the herein described project is funded with Congestion Mitigation Air Quality (CMAQ) funds, this section D.35 shall apply.

1) Whereas the Agency understands and agrees that the funding provided hereunder must be obligated with the Federal Highway Administration within three years from the date of this agreement. It is further agreed that once all requirements have been met for development of the project, the Agency will expend the funds in a manner to insure its expenditure on a continuous basis until the funds are exhausted. Failure to follow this process may result in a loss of funds.

D.36 Investment of Public Funds:

a) The facility on which this project is being developed shall remain open to the public and vehicular traffic for a sufficient time to recoup the public investment therein as shown below:

Amount	Open to Public and Vehicular Traffic
\$1.00 - \$200,000	= 5 Years
>\$200,000 - \$500,000	= 10 Years
>\$500,000 - \$1,000,000	= 20 Years

b) Projects over \$1,000,000 carry a minimum 25 years open to public and vehicular traffic requirement and will be subject to individual review.

D.37 Federal Funding Accountability and Transparency Act:

a) **If the Project is funded with federal funds the following shall apply:** The Agency shall comply with the Federal Funding Accountability and Transparency Act of 2006 (Pub.L. 109-282), as amended by section 6202 of Public Law 110-252 ("the Transparency Act") and the regulations and requirements of the federal government issued thereunder, including, but not limited to, 2 CFR Part 170. The Agency shall submit the information needed for the Transparency Act in accordance with the forms and processes identified by the Department.

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

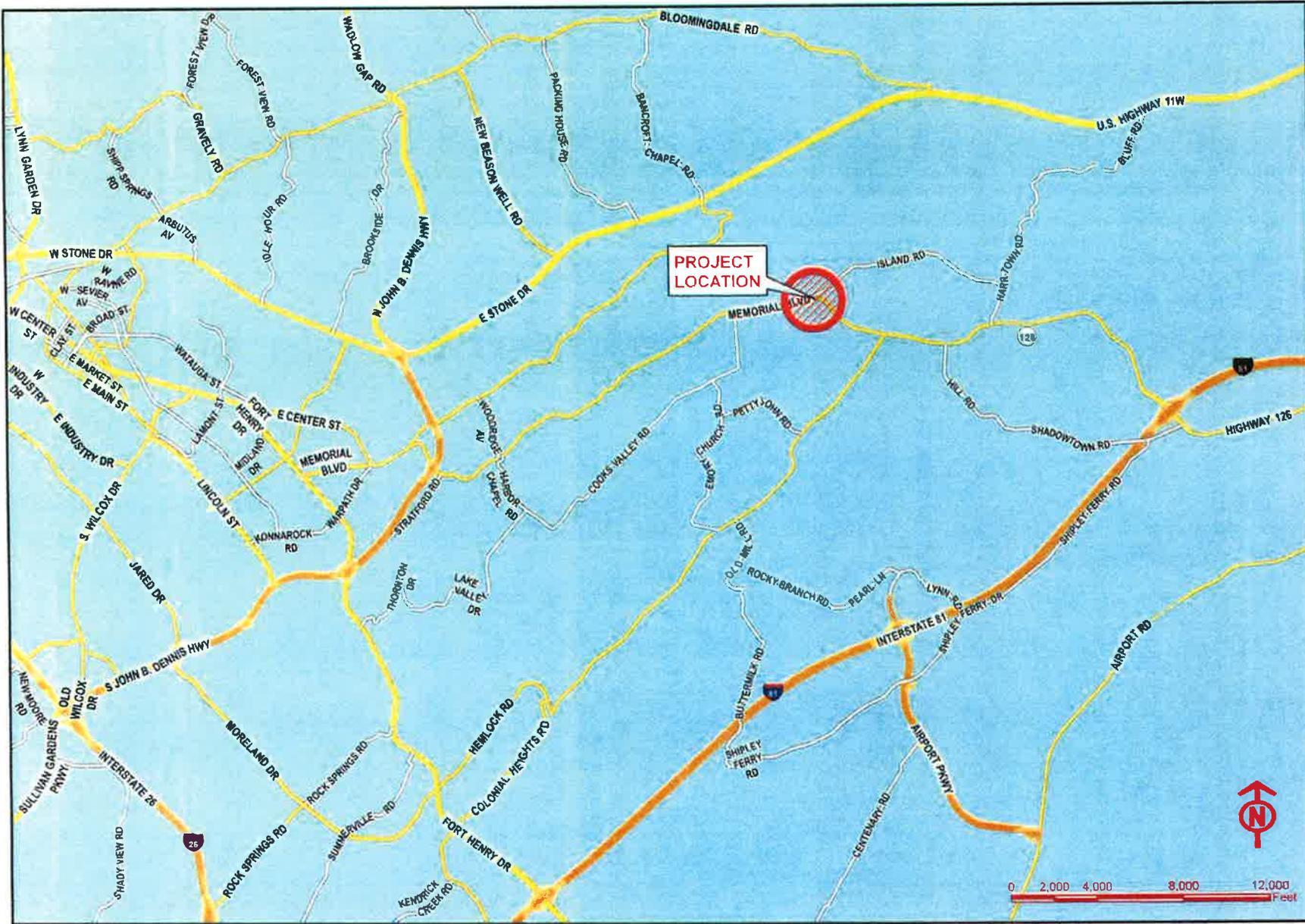
ADOPTED this the 23rd day of September, 2014.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

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

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



Legend

- Collector Street
- Arterial
- Expressway
- Interstate
- Major Arterial

**Project Location Map - Sullivan County, TN
SR-126 (Memorial Blvd.) Signalization at Island Road**



AGENDA ACTION FORM

Consideration of an Ordinance to Impose an Electronic Citation Fee upon a Plea of Guilty or Nolo Contendere, or a Judgment of Guilty for Violation of Certain Traffic Ordinances of the City of Kingsport

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

Action Form No.: AF-256-2014
 Work Session: September 22, 2014
 First Reading: September 23, 2014

Final Adoption: **October 7, 2014**
 Staff Work By: D/C Phipps
 Presentation By: Chief Quillin

Recommendation:

Approve the Ordinance.

Executive Summary:

On July 1, 2014, the Tennessee General Assembly imposed a fee of \$5.00 through Public Chapter 750 on every traffic citation that results in a plea of guilty, or *nolo contendere*, or a judgment of guilty for the purpose of funding the development and operation of an electronic citation system. The General Assembly authorized municipalities to charge and collect the fee through city courts. The fee received must be apportioned as follows: a) \$1.00 will be retained by the court clerk; and b) \$4.00 will be transmitted on a monthly basis by the court clerk to the law enforcement agency that prepared the electronic traffic citation.

The Kingsport Police Department has operated an avenue for electronically citing violators since 2009-2010. If approved, the fees collected would off-set any associated expenditures for the updating of the technology, equipment, repairs, replacement, and training to maintain the electronic citation program.

Any fee imposed shall terminate after 5 years from the date on which the ordinance is adopted pursuant to the Public Chapter.

Attachments:

1. Ordinance

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



AGENDA ACTION FORM

Consideration of an Ordinance to Impose an Electronic Citation Fee upon a Plea of Guilty or Nolo Contendere, or a Judgment of Guilty for Violation of Certain Traffic Ordinances of the City of Kingsport

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

Action Form No.: AF-256-2014
Work Session: September 22, 2014
First Reading: September 23, 2014

Final Adoption: October 6, 2014
Staff Work By: D/C Phipps
Presentation By: Chief Quillin

Recommendation:

Approve the Ordinance.

Executive Summary:

On July 1, 2014, the Tennessee General Assembly imposed a fee of \$5.00 through Public Chapter 750 on every traffic citation that results in a plea of guilty, or *nolo contendere*, or a judgment of guilty for the purpose of funding the development and operation of an electronic citation system. The General Assembly authorized municipalities to charge and collect the fee through city courts. The fee received must be apportioned as follows: a) \$1.00 will be retained by the court clerk; and b) \$4.00 will be transmitted on a monthly basis by the court clerk to the law enforcement agency that prepared the electronic traffic citation.

The Kingsport Police Department has operated an avenue for electronically citing violators since 2009-2010. If approved, the fees collected would off-set any associated expenditures for the updating of the technology, equipment, repairs, replacement, and training to maintain the electronic citation program.

Any fee imposed shall terminate after 5 years from the date on which the ordinance is adopted pursuant to the Public Chapter.

Attachments:

- 1. Ordinance

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

PRE-FILED CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 30-29 OF THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, PROVIDING FOR AN INCREASE IN COURT COSTS FOR CITY COURT BY INCLUDING THE FEE AUTHORIZED BY TENNESSEE CODE ANNOTATED SECTION 55-10-207; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

BE IT ORDAINED BY THE CITY OF KINGSPORT as follows:

SECTION I. That section 30-29 of the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended to read as follows:

Sec. 30-29 Courts costs.

- a. The court costs for the city court are hereby established as follows: city court costs for the city are \$60.00 per citation, which includes \$1.00 that will be transmitted to the state treasurer, as required by Tennessee Municipal Court Reform Act of 2004, T.C.A. § 16-18-301 et seq., provided however, if an electronic citation was issued, in addition to the \$60.00 court costs, \$5.00 shall be added to the court costs as set out in subsection b. Additionally, the court clerk of the city court is authorized to collect and transmit the state litigation tax or fee or any other tax, fee or cost required to be collected by the state on court citations or cases.
- b. Pursuant to Tennessee Code Annotated Section 55-10-207(e), the city court clerk shall charge and collect an electronic citation fee of \$5.00 for each citation, which results in a conviction.
- c. As used in this section "electronic citation" means a written citation or an electronic citation prepared by a law enforcement officer on paper or on an electronic data device with the intent the citation shall be filed, electronically or otherwise, with a court having jurisdiction over the alleged offense.

SECTION II. That the board finds that it is in the best interest of the city in order to maintain and improve the operation of the court to modify the court costs as herein set forth.

SECTION III. That this ordinance shall take effect from and after the date of its passage 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 _____



AGENDA ACTION FORM

Consideration of a Budget Ordinance to Appropriate \$27,666.00 from the Department of Justice / Bureau of Justice Assistance, Justice Assistance Grant FY 2014 Local Solicitation

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

Action Form No.: AF-238-2014
Work Session: September 22, 2104
First Reading: September 22, 2014

Final Adoption: **October 7, 2014**
Staff Work By: Captain Castle
Presentation By: Chief Quillin

Recommendation:

Approve the budget ordinance

Executive Summary:

On May 5, 2014, via Action Form 107, the Board of Mayor and Aldermen approved the Mayor executing any and all documents necessary to apply for and receive a Department of Justice/Bureau of Justice Assistance, Justice Assistance Grant (JAG). We have been notified that we were approved for \$27,666.00 in grant funds for the upcoming fiscal year. The grant will be utilized to purchase equipment and/or technology improvements.

There are no matching fund requirements.

Attachments:

- 1. Budget Ordinance

Funding source appropriate and funds are available: 

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



AGENDA ACTION FORM

Consideration of a Budget Ordinance to Appropriate \$27,666.00 from the Department of Justice / Bureau of Justice Assistance, Justice Assistance Grant FY 2014 Local Solicitation

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

Action Form No.: AF-238-2014
 Work Session: September 22, 2104
 First Reading: September 22, 2014
 Final Adoption: September 23, 2014
 Staff Work By: Captain Castle
 Presentation By: Chief Quillin

Recommendation:
 Approve the budget ordinance

Executive Summary:
 On May 5, 2014, via Action Form 107, the Board of Mayor and Aldermen approved the Mayor executing any and all documents necessary to apply for and receive a Department of Justice/Bureau of Justice Assistance, Justice Assistance Grant (JAG). We have been notified that we were approved for \$27,666.00 in grant funds for the upcoming fiscal year. The grant will be utilized to purchase equipment and/or technology improvements.

There are no matching fund requirements.

Attachments:
 1. Budget Ordinance

Funding source appropriate and funds are available: *js*

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

PRE-FILED CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE JUSTICE ASSISTANCE GRANT FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM THE DEPARTMENT OF JUSTICE FOR THE YEAR ENDING JUNE 30, 2015; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Justice Assistance Grant Fund budget be amended by appropriating grant funds received from the Department of Justice Grant Program to the Justice Assistance Grant Project (JG1500) in the amount of \$27,666 to purchase equipment and/or technology improvements. This grant does not require matching funds.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Fund 134: Justice Assistant Grant Fund			
Justice Assistant Grant (JG1500)			
Revenues:			
134-0000-331-4537 Bureau of Justice/JAG	\$ 0	\$ 27,666	\$ 27,666
Totals:	0	27,666	27,666
Expenditures:			
134-3030-443-9006 Purchases \$5,000 & Over	0	27,666	27,666
Totals:	0	27,666	27,666

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

DENNIS R. PHILLIPS, Mayor

ATTEST:

APPROVED AS TO FORM:

JAMES H. DEMMING
City Recorder

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____



AGENDA ACTION FORM

Consideration of a Budget Ordinance to Appropriate the Funds for the Settlement of a Lawsuit Filed Against the City

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

Action Form No.: AF-258-2014
 Work Session: September 22, 2014
 First Reading: September 23, 2014

Final Adoption: **October 7, 2014**
 Staff Work By: Mike Billingsley
 Presentation By: Mike Billingsley

Recommendation:

Approve the ~~resolution~~ and ordinance.

Executive Summary:

The style of the lawsuit is *Estate of Estelle Mae Dulaney by David N. Darnell, Administrator CTA v. City of Kingsport, April Hood, State of Tennessee and Kenneth Leroy Bishop*. This case arose after an arrest by the police department on or about July 23, 2011, of defendant Hood, which resulted in the seizure of \$58,980 cash and a 2006 Ford Mustang automobile. Co-defendant Bishop was at one time the executor of the Estate of Estelle Mae Dulaney.

In short, the plaintiff alleges defendant Bishop stole the \$58,980 cash and the automobile from the estate while he was the executor. Plaintiff alleges that defendant Hood stated she received \$40,000 as a gift from defendant Bishop and could not explain how she got the rest of the cash that was seized. There is some evidence that defendant Bishop did not have the assets to make such a gift.

The city followed the seizure process and was awarded the automobile and the cash by the state. It is the position of the city that when the property was seized there was no indication that any of it was stolen. It is also the position of the city that it has no duty to return the seized property to the estate, since it followed the seizure process set out by law.

Settlement discussions, based on good faith and in an effort to avoid a costly appeal should the city succeed at the trial, have resulted in a settlement, if approved by the board. The city will keep the 2006 Ford Mustang automobile and \$18,980 of the seized cash. It will pay the plaintiff \$40,000, which the city has been holding pending the resolution of this case. An ordinance is included to appropriate the held funds.

If the board approves the resolution, the plaintiff will provide the city with a full release and the matter will be concluded.

Attachments:

1. Resolution
2. Ordinance

Funding source appropriate and funds are available:  _____

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



AGENDA ACTION FORM

Consideration of a Resolution Approving the Settlement of a Lawsuit Filed Against the City and Consideration of a Budget Ordinance to Appropriate the Funds

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

Action Form No.: AF-258-2014
 Work Session: September 22, 2014
 First Reading: N/A

Final Adoption: September 23, 2014
 Staff Work By: Mike Billingsley
 Presentation By: Mike Billingsley

Recommendation:

Approve the resolution and ordinance.

Executive Summary:

The style of the lawsuit is *Estate of Estelle Mae Dulaney by David N. Darnell, Administrator CTA v. City of Kingsport, April Hood, State of Tennessee and Kenneth Leroy Bishop*. This case arose after an arrest by the police department on or about July 23, 2011, of defendant Hood, which resulted in the seizure of \$58,980 cash and a 2006 Ford Mustang automobile. Co-defendant Bishop was at one time the executor of the Estate of Estelle Mae Dulaney.

In short, the plaintiff alleges defendant Bishop stole the \$58,980 cash and the automobile from the estate while he was the executor. Plaintiff alleges that defendant Hood stated she received \$40,000 as a gift from defendant Bishop and could not explain how she got the rest of the cash that was seized. There is some evidence that defendant Bishop did not have the assets to make such a gift.

The city followed the seizure process and was awarded the automobile and the cash by the state. It is the position of the city that when the property was seized there was no indication that any of it was stolen. It is also the position of the city that it has no duty to return the seized property to the estate, since it followed the seizure process set out by law.

Settlement discussions, based on good faith and in an effort to avoid a costly appeal should the city succeed at the trial, have resulted in a settlement, if approved by the board. The city will keep the 2006 Ford Mustang automobile and \$18,980 of the seized cash. It will pay the plaintiff \$40,000, which the city has been holding pending the resolution of this case. An ordinance is included to appropriate the held funds.

If the board approves the resolution, the plaintiff will provide the city with a full release and the matter will be concluded.

Attachments:

- 1. Resolution
- 2. Ordinance

Funding source appropriate and funds are available:

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING SETTLEMENT OF A LAWSUIT; AUTHORIZING ATTORNEYS FOR THE CITY TO ENTER AN ORDER REGARDING THE SAME AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO COMPLETE THE SETTLEMENT; AUTHORIZING THE MAYOR TO EXECUTE A SETTLEMENT AGREEMENT, IF NEEDED, AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE SETTLEMENT OR THE PURPOSE OF THIS RESOLUTION

WHEREAS, the city has been involved as a defendant in a lawsuit that arose following an arrest on or about July 23, 2011, and the seizure of \$58,980 cash and a 2006 Ford Mustang automobile; and

WHEREAS, the parties have entered into settlement discussions based on good faith and in an effort to avoid defense litigation expenses, including a possible appeal, and

WHEREAS, subject to the approval of the board, the plaintiff and the city have agreed to settle the case; and

WHEREAS, it is the recommendation of the attorneys for the city that the board approve the settlement of this litigation for a payment of \$40,000 by the city to the plaintiff estate, which funds the city has been holding pending the resolution of the case; and

WHEREAS, if the board approves the settlement, upon payment to the plaintiff, the plaintiff will provide the city with a full release and the matter will be concluded.

Now therefore,

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

SECTION I. That the board approves the settlement of the litigation entitled *Estate of Estelle Mae Dulaney by David N. Darnell, Administrator CTA v. City of Kingsport, April Hood, State of Tennessee and Kenneth Leroy Bishop*, Chancery Court for Sullivan County at Kingsport, Civil Action No. K0038782(C) with a payment by the city of \$40,000 to the plaintiff estate.

SECTION II. That the board authorizes the attorneys representing the city to execute an order and any and all other documents necessary and proper to complete the settlement of this litigation, and the board authorizes the receipt of an executed release of all claims of this nature by the plaintiff.

SECTION III. 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 or as appropriate, the attorneys representing the city in this litigation, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, a settlement agreement, if needed, and all other documents necessary and proper to effectuate the purpose of the settlement or this resolution.

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 23rd day of September, 2014.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

PRE-FILED CITY RECORDER

ORDINANCE NO. _____

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

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

SECTION I. That the Drug Fund budget be amended by appropriating funds in the amount of \$40,000 from the Drug Fund Undesignated Fund Balance to the Drug Fund operating budget for the settlement of the lawsuit to the estate of Estelle Mae Dulaney by David N. Darnell, Administrator CTA.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Fund 127: Drug Fund			
Revenues:			
127-0000-392-0100 Fund Balance Appropriation	194,982	40,000	234,982
Totals:	194,982	40,000	234,982
Expenditures:			
127-3020-442-2099 Miscellaneous	\$ 0	\$ 40,000	\$ 40,000
Totals:	0	40,000	40,000

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

DENNIS R. PHILLIPS, Mayor

ATTEST:

APPROVED AS TO FORM:

JAMES H. DEMMING
City Recorder

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____



AGENDA ACTION FORM

Consideration of a Resolution Accepting a Donation from the Dobyys Bennett Educational Foundation and Authorizing the Mayor to Sign all Documents Necessary and Proper to Recognize the Donation

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

Action Form No.: AF-262-2014
Work Session: October 6, 2014
First Reading: N/A

Final Adoption: October 7, 2014
Staff Work By: Jeff Fleming
Presentation By: Jeff Fleming

Recommendation:

Approve the resolution.

Executive Summary:

The Dobyys Bennett Educational Foundation would like to formally donate the new scoreboard for the J. Fred Johnson Stadium to the city. The Foundation had Express Signs of Kingsport erect the scoreboard. The scoreboard was manufactured by Daktronics, Inc. and was purchased and installed by the Foundation with funds provided by Mr. Pal Barger. According to the attached letter of September 18, 2014, from Mr. Todd East, the total cost of the scoreboard project was more than \$378,000.

Attachments:

1. Resolution
2. Letter from Todd East

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

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A DONATION FROM THE DOBYNS BENNETT EDUCATIONAL FOUNDATION AND AUTHORIZING THE MAYOR TO SIGN ALL DOCUMENTS NECESSARY AND PROPER TO RECOGNIZE AND ACCEPT THE DONATION

WHEREAS, the Dobyms Bennett Educational Foundation would like to donate the new scoreboard for J. Fred Johnson Stadium to the city; and

WHEREAS, the total cost of the scoreboard was more than \$378,000.00, which was provided by Mr. Pal Barger and included the manufacturing and installation.

Now therefore,

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

SECTION I. That the donation to the city from the Dobyms Bennett Educational Foundation of the scoreboard for J. Fred Johnson Stadium is accepted.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to accept and recognize the donation from the Dobyms Bennett Educational Foundation of the scoreboard for J. Fred Johnson Stadium.

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

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

ADOPTED this the 7th day of October, 2014.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

Dobyns-Bennett Educational Foundation
400 Clinchfield Street, Suite 200
Kingsport, Tennessee

Todd East, President
Jeff Luethke, Vice-President
Tony Jennings, Treasurer
Dee Dee Dietrich, Secretary
John Williams, Past President

Members
Mary Bacon
Bob Bice
John Campbell
Vi Germinario
Steve Harville
Matt King
Greg Miller
Tommy Olterman
Mack Patton

September 18, 2014

City of Kingsport
225 West Center Street
Kingsport, TN 37660

RE: Scoreboard at J. Fred Johnson Stadium

Dear Mayor Dennis Phillips:

The Dobyns-Bennett Educational Foundation would like to donate the scoreboard at J. Fred Johnson Stadium to the City of Kingsport. Express Signs of Kingsport erected the scoreboard that was built by Decktronics from funds provided by Pal Barger. The total cost of the project was over \$378,000.00.

The Jumbotron is one of the largest for a high school stadium anywhere!

With Kindest Regards,



Todd East
President



AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Mayor to Execute a Right-of-Way Easement with Kingsport Power Company

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

Action Form No.: AF-264-2014
Work Session: October 6, 2014
First Reading: N/A

Final Adoption: October 7, 2014
Staff Work By: R. Trent, R. McReynolds
Presentation By: R. McReynolds

Recommendation:

Approve the resolution.

Executive Summary:

American Electric Power has a requested a right-of-way easement from the city in order to replace existing overhead power lines with underground power lines which will require an easement for the city-owned property located at 1113 Konnarock Road. This will enable the city to construct an entrance to 1113 Konnarock Road. While the easement is for American Electric Power, it is in the name of its subsidiary, Kingsport Power Company.

Attachments:

- 1. Resolution
- 2. Right-of-Way Sketch and Easement

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A
RIGHT-OF-WAY EASEMENT WITH KINGSPORT POWER
COMPANY

WHEREAS, the City of Kingsport has requested American Electric Power replace existing overhead power lines with underground power lines which will enable the city to construct an entrance to 1113 Konnarock Road; and

WHEREAS, in order to replace the existing power lines, American Electric Power has requested that the City of Kingsport execute a Right-of-Way Easement to Kingsport Power Company, a subsidiary of American Electric Power; and

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, a Right-of-Way Easement with Kingsport Power Company.

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 7th day of October, 2014.

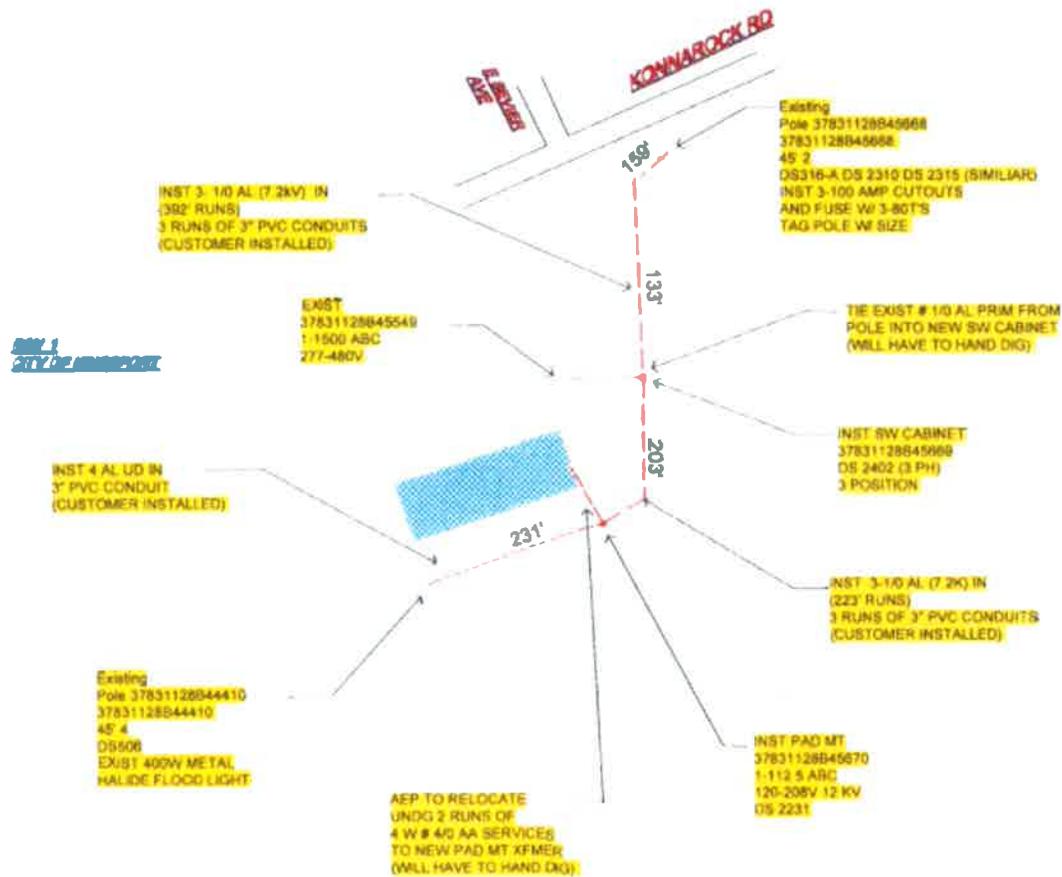
DENNIS R. PHILLIPS, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



An LD-Pro® Worksketch

Job Name: CITY OF KINGSPORT
 Location: 1113 KONNAROCK RD
 Division: KP District: Kingsport
 WIR#: 54924115
 AJ Proposal(s):
 R/W#: 14680058
 UPLINE RECLOSING STATION BREAKER GREEN ACRE CIRCUIT

WO#: DKP003473

Drawn By: Kingsport Const

Station Name: HOLSTON GREEN ACRES
 Voltage: 7.2K
 Phases: ABC
 Date: 9/18/2014
 Drawn By: J. HENSLEY

Date Requested:
 Date Required: 9/3/2014

Station No: 0051

Print #

Bucket Truck? Y
 Truck to Site? Y
 4 WD? N
 County: SULLY VAN
 Circuit No: 01

Map: 1128-84
 Quad: 1783
 Scale: NTS
 Page: 1 of 1

City of Kingsport Eas No. _____ R/W Map No. 3783-1128-B4
225 West Center Street W. O. No. W002513201 Job No. 14560058 Prop No. 1
Kingsport TN 37660 Line City of Kingsport

THIS AGREEMENT, made this _____ day of _____, 20 14,
by and between CITY OF KINGSFORT a municipal corporation
organized and existing under the laws of the State of TENNESSEE, herein
called "Grantor", and KINGSFORT POWER COMPANY, a Virginia corporation, herein
called "Kingsport".

WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00), cash in hand paid
to Grantor by Kingsport, the receipt whereof is hereby acknowledged, Grantor hereby
grants, conveys and warrants to Kingsport, its successors, assigns, lessees and
tenants, a right of way and easement for an electric power line or lines, and
communication lines, in, on, along, through, over, across or under the following
described lands of the Grantor situated in 11th Civil District, County of SULLIVAN,
State of Tennessee, and bounded:

On the North by the lands of Konnarock Road
On the East by the lands of City of Kingsport
On the South by the lands of Davis Living Trust
On the West by the lands of Barger Burger Inc.

In the event Kingsport should remove all of said Kingsport's facilities from the lands
of the Grantor, then all of the rights, title and interest of the party of Kingsport in the
right of way and easement herein above granted, shall revert to the Grantor, its
successors and assigns.

This line extends in a Southwesterly direction from
Kingsport's existing Pole numbered 1128-B4-5668
to and including new underground facilities numbered 1128-B4-5669 to 1128-B4-
5670 to and including existing pole 1128-B4-4410.

Being a right of way easement over the same property conveyed to Grantors herein by
Land O Sun Dairies, LLC, by deed dated December 20, 2011,
and recorded in Sullivan County, Deed Book No. 3018, Page 424.

Map 061M, Group A, CTL Map 061M, Parcel 005.00

TOGETHER with the right, privilege and authority to Kingsport, its successors,
assigns, lessees and tenants, to construct, erect, install, place, operate, maintain,
inspect, repair, renew, remove, add to the number of, and relocate at will, poles, with
wires, cables, crossarms, guys, anchors, grounding systems and all other appurtenant
equipment and fixtures, underground conduits, ducts, vaults, cables, wires,
transformers, pedestals, risers, pads, fixtures and appurtenances (hereinafter called
"Kingsport's Facilities"), and string wires and cables, adding thereto from time to time,
in, on, along, over, through, across and under the above referred to premises; the right
to cut down, trim, clear and/or otherwise control, and at Kingsport's option, remove from
said premises, any trees, shrubs, roots, brush, undergrowth, overhanging branches,
buildings or other obstructions which may endanger the safety of, or interfere with the
use of Kingsport's Facilities; the right to disturb the surface of said premises and to
excavate thereon; and the right of ingress and egress to and over said above referred to
premises, and any of the adjoining lands of the Grantor at any and all times, for the
purpose of exercising and enjoying the rights herein granted, and for doing anything
necessary or useful or convenient in connection therewith.

It is understood and agreed between the parties hereto, that the Grantor reserves
the right to use said lands in any way not inconsistent with the rights herein granted.

TO HAVE AND TO HOLD the same unto Kingsport Power Company, its
successors, assigns, lessees and tenants.

It is agreed that the foregoing is the entire contract between the parties hereto, and that this written agreement is complete in all its terms and provisions.

IN WITNESS WHEREOF, Grantor has caused its corporate name and seal to be hereunto affixed the day and year first above written.

CITY OF KINGSPORT

By: _____
Mayor

Attest: _____
City Recorder

STATE OF TENNESSEE)
COUNTY OF _____) To-wit:

Before me _____ of the State and County aforesaid, personally appeared _____ with whom I am personally acquainted and who, upon oath, acknowledge himself/herself to be _____ Mayor of City of Kingsport Tennessee, the within named bargainor, a corporation, and that he/she as such _____ Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as _____ Mayor.

Witness my hand and official seal in _____ County, State of Tennessee, this the _____ day of _____, 20____.

Notary Public

My Commission expires:

I, or we, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is \$ 1.00, which amount is equal to or greater than the amount which the property transferred commanded at a fair and voluntary sale.

KINGSPORT POWER COMPANY

By: _____

STATE OF TENNESSEE)
COUNTY OF _____) To-wit:

Subscribed and sworn to before me this the _____ day of _____, 20____.

Notary Public

My Commission Expires:



AGENDA ACTION FORM

Consideration of a Resolution Awarding the Bid for the Colonial Heights Water & Sewer Phase I Project to Merkel Bros. Construction, Inc. and Authorize the Mayor to Execute All Applicable Documents

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

Action Form No.: AF-265-2014
 Work Session: October 6, 2014
 First Reading: N/A
 Final Adoption: October 7, 2014
 Staff Work By: R. McReynolds, H. Clabaugh
 Presentation By: R. McReynolds

Recommendation:
 Approve the resolution.

Executive Summary:
 Bids were opened on September 17, 2014 for Colonial Heights Water & Sewer Phase I. This project consists of construction of approximately 11,500 LF of gravity sanitary sewer line and appurtenances, including manholes, and laterals; and construction of approximately 2000 LF of water line and appurtenances; and associated site work. This project will serve recently annexed areas of the City and will also include storm sewer and minor road improvements. The allotted time for construction will be 240 calendar days. It is recommended to accept the bid from Merkel Bros. Construction, Inc. as follows:

Bid	\$1,834,412.00
Engineering 14%	\$ 256,817.68
Contingency 6%	\$ 110,064.72
Total Project Cost	\$2,201,294.40

Funding is available and identified in the following project(s) – water portion (WA1402); sewer line portion (SW1307); storm sewer portion (ST1502); and road improvements portion (NC1500).

The Engineering Division construction cost estimate (with 6% contingency) was \$2,114,800.00.

- Attachments:**
1. Resolution
 2. Bid Opening Minutes
 3. Location Map

Funding source appropriate and funds are available: _____

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

RESOLUTION NO. _____

A RESOLUTION AWARDED THE BID FOR THE COLONIAL HEIGHTS WATER AND SEWER PHASE I PROJECT TO MERKEL BROTHERS CONSTRUCTION, INC. AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, bids were opened September 17, 2014 for the Colonial Heights Water & Sewer Phase I project; and

WHEREAS, upon review of the bids, the board finds Merkel Brothers Construction, Inc. is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to enter into a contract for the construction of approximately 11,500 linear feet of gravity sanitary sewer line and appurtenances, including manholes, and laterals; and construction of approximately 2,000 linear feet of water line and appurtenances and associated site work from Merkel Brothers Construction, Inc. at an estimated construction cost of \$2,201,294.00; and

WHEREAS, funding is identified for the water portion in project WA1402, for the sewer line portion in project SW1307, for the storm sewer portion in project ST1502, and for the road improvements portion in project NC1500.

Now therefore,

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

SECTION I. That the bid for the Colonial Heights Water & Sewer Phase I project, consisting of construction of approximately 11,500 linear feet of gravity sanitary sewer line and appurtenances, including manholes, and laterals; and construction of approximately 2,000 linear feet of water line and appurtenances; and associated site work at an estimated cost of \$2,201,294.00 is awarded to Merkel Brothers Construction, Inc., and the mayor is authorized to execute an agreement for same and all documents necessary and proper to effectuate the purpose of the agreement.

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

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

ADOPTED this the 7th day of October, 2014.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES
BID OPENING
September 17, 2014
4:00 P.M.

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

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

The Procurement Manager opened with the following bids:

SANITARY SEWER FACILITIES AND WATERLINE UPGRADES COLONIAL HEIGHTS – PHASE I	
Vendor:	Total Cost:
Vic Davis Construction	\$2,733,891.65
Merkel Brothers	\$1,834,412.00
American Environmental	\$2,081,560.00
Thomas Construction	\$2,123,121.00
Portland Utilities	\$2,536,001.48

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

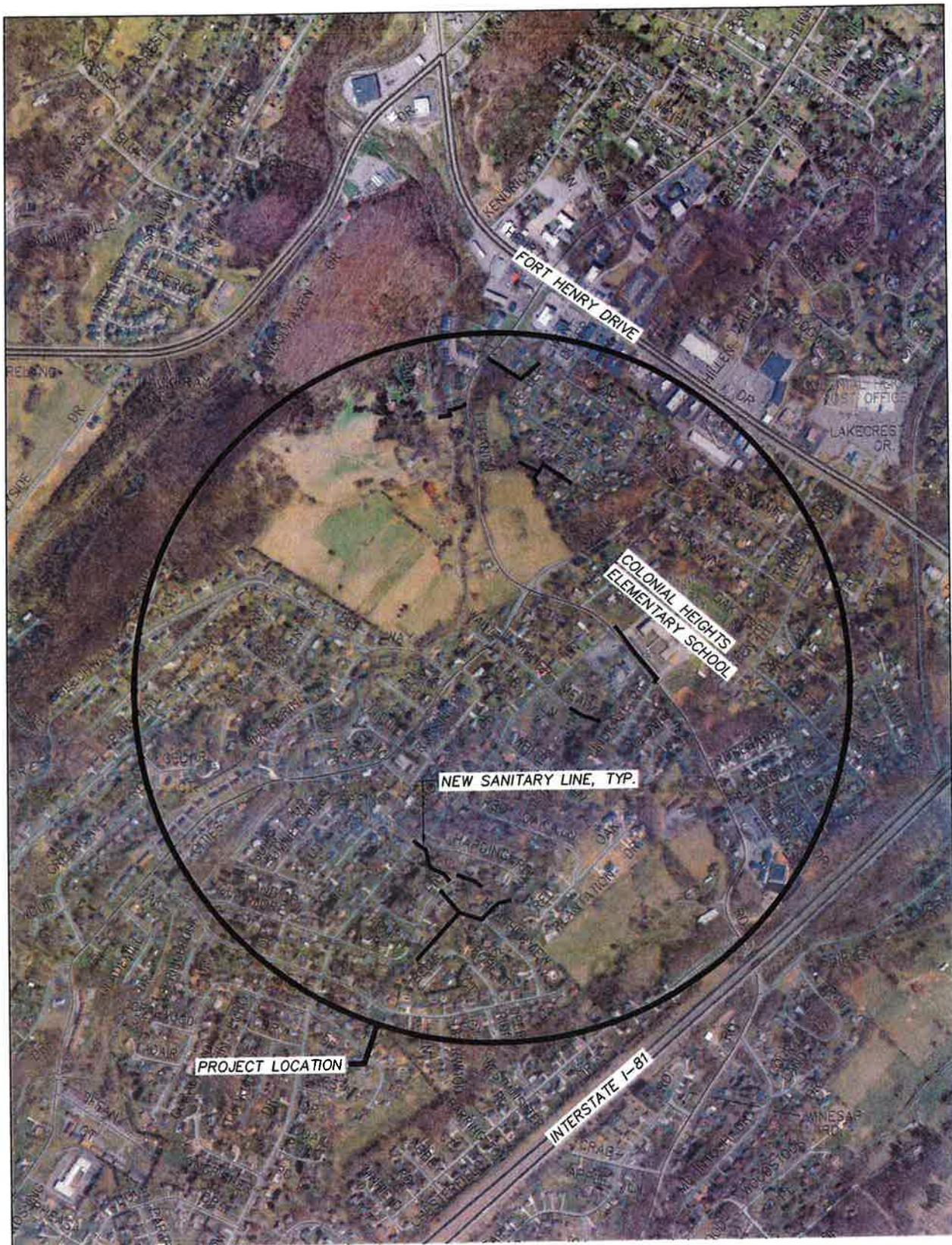


FIGURE 1 – MAP LOCATION

CONONIAL HEIGHTS SEWER PHASE I
EASEMENTS
CITY OF KINGSPORT, TENNESSEE

NO SCALE

9 SEPTEMBER 2014





AGENDA ACTION FORM

Consideration of a Resolution Ratifying the Mayor's Action in Signing All Documents Necessary to Apply for and Receive the Solid Waste Recycling Rebate Grant from the Tennessee Department of Environment and Conservation (TDEC) Solid Waste Management Division

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

Action Form No.: AF-268-2014
 Work Session: October 6, 2014
 First Reading: N/A

Final Adoption: October 7, 2014
 Staff Work By: Ronnie Hammonds
 Presentation By: Ryan McReynolds

Recommendation:
 Approve the resolution.

Executive Summary:
 The Kingsport Public Works Department is eligible to apply for the annual Solid Waste Recycling Rebate Grant in the amount of \$9,239.00 toward reimbursement in operating the recycling program. Since the cut-off date of October 1st was missed this year due to a clerical oversight, the mayor signed the paperwork and it was sent on to the Tennessee Department of Environment and Conservation. Funds spent towards recycling education, collection, and transport during July 1, 2014 through June 30, 2015 will be eligible for reimbursement. The required dollar for dollar match will come from the purchase of recycling carts and staff salaries. Grant funds received will be used primarily for purchase of new recycling carts. The grant varies year to year based on the amount of money reserved by the state. This year \$600,000 has been reserved by the state for the top 11 solid waste producing counties and their municipalities. The money is divided proportionately by the amount of waste produced, then by the population of the municipalities. The City of Kingsport received \$4,378 in FY 2014, \$4,146 in FY 2013, \$3,508 in FY 2012, and \$2,044.21 in FY 2011.

Attachments:
 1. Resolution

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

RESOLUTION NO. ____

A RESOLUTION RATIFYING THE MAYOR'S SIGNATURE ON THE APPLICATION FOR A SOLID WASTE RECYCLING REBATE GRANT FROM THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION SOLID WASTE MANAGEMENT DIVISION AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE SUCH GRANT

WHEREAS, the city has applied for a rebate grant from the Tennessee Department of Environment and Conservation Solid Waste Management Division; and

WHEREAS, the rebate grant will provide reimbursement in the recycling program for certain items such as recycling education, collections, and transport from July 1, 2014 through June 30, 2015; and

WHEREAS, the amount of the solid waste recycling rebate grant is \$9,239.00 and requires a one to one match, which match will come from the purchase of recycling bins, staff salaries; and

WHEREAS, the submission date was October 1, 2014 and the deadline for the application is before the time for consideration by the board; and

WHEREAS, the city has applied for and received the grant in previous years;

Now therefore,

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

SECTION I. That the application submitted on October 1, 2014, for a Tennessee Department of Environment and Conservation Solid Waste Management Division Grant, in an amount of \$9,239.00 is ratified, including the execution of the same by Mayor Dennis R. Phillips.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the city of Kingsport, all documents necessary and proper to apply for and receive a Solid Waste Recycling Rebate Grant from the Tennessee Department of Environment and Conservation Solid Waste Management Division.

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

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

ADOPTED this the 7th day of October, 2014.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Execution of an Agreement with Frontier Health for Counseling Services for Kingsport City Schools and Authorizing the Mayor to Sign All Applicable Documents

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

Action Form No.: AF-269-2014
Work Session: October 6, 2014
First Reading: N/A

Final Adoption: October 7, 2014
Staff Work By: Committee
Presentation By: D. Frye

Recommendation:
Approve the resolution.

Executive Summary:
The administration of Kingsport City Schools desires to enter into this agreement for the purpose of continuing current services of Holston Children and Youth Services/Frontier Health for alcohol and drug prevention, education, intervention, consultation and training services to school administration, staff, and students. It is recommended that approval be given to execute an agreement with Frontier Health for a total of \$120,400 for counseling services for the Kingsport City Schools.

Funding for this agreement is contained in Account 141-7154-711.03-99 of the School budget.

- Attachments:**
1. Resolution
2. Agreement

Funding source appropriate and funds are available: 

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT WITH FRONTIER HEALTH FOR COUNSELING SERVICES FOR KINGSPORT CITY SCHOOLS, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, Kingsport City Schools currently has services with Holston Children and Youth Services/Frontier Health for alcohol and drug prevention, education, intervention, consultation and training services to school administration, staff, and students; and

WHEREAS, the city would like to continue these services; and

WHEREAS, the cost for the services is \$120,400.00 and funding is available in Account 141-7154-711.03-99 of the School budget.

Now therefore,

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

SECTION I. That an agreement with Holston Children and Youth Services/Frontier Health is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the agreement with Holston Children and Youth Services/Frontier Health 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:

FRONTIER HEALTH
Holston Children and Youth Services
And
THE CITY OF KINGSPORT, TENNESSEE FOR ITS
KINGSPORT CITY SCHOOL SYSTEM
CONTRACTUAL AGREEMENT
LOCAL PROGRAM
SY 2014-2015

I Parties

Holston Children and Youth Services/Frontier Health and the City of Kingsport, Tennessee for its Kingsport City School System are the parties to this agreement for alcohol and drug prevention and student assistance services.

II Purpose

This agreement is entered into by the stated parties for the purpose of making provision for alcohol and drug prevention, education, intervention, consultation and training services to school administration, staff and students.

III Services

The following services will be provided by Holston Children and Youth Services/Frontier Health to the Kingsport City School System under this agreement. The further development and alteration of these services will be reviewed and negotiated formally in April of each year by designated personnel of Holston Children and Youth Services/Frontier Health and the Kingsport City School System. Changes in services rendered by joint examination will be communicated to all appropriate

personnel. Holston Children and Youth Services/Frontier Health Corporate agree to accept the following responsibilities under this contract, and shall provide the services set out below:

A. Training and consultation services for alcohol and other drug related issues:

1. Holston Children and Youth Services/Frontier Health will provide within the Kingsport City School System the necessary education, training, supervision, consultation, and other resources to school personnel for the purpose of instituting ongoing prevention to K-12 students. Training will be provided to each of the following target groups within Kingsport City School System:

- a. General population of school personnel as needed
- b. School personnel specifically required to teach drug education units
- c. Elementary school teachers
- d. Core group of self-selected and nominated school personnel willing to commit to in-depth training
- e. Administrators and guidance counselors

2. Holston Children and Youth Services/Frontier Health will provide consultation services to the Kingsport City School System and its personnel as needed throughout the year. Those consultation services may be utilized in the following areas, but are not necessarily limited to these areas:

- a. Review and selection of curricula
- b. Involvement in establishment of school policies related to alcohol and other drug issues
- c. Coordination of local alcohol and drug related services offered within the Kingsport City School System
- d. Consultation with staff
- e. Review and dissemination of current research as related to specific drugs, prevention approaches, model school-based programs, etc.

3. The services outlined above will be provided on an as needed basis. B. Counseling services for alcohol and drug related issues:

B. Counseling services for drug and alcohol related issues:

1. Holston Children and Youth Services/Frontier Health will provide within the Kingsport City School System assessment of individuals referred, individual and group counseling as appropriate, training (when available), coordination with other services, and referral to appropriate services as necessary. These services will be available to the following people:

- a. Students
- b. Parents of students
- c. School personnel (consultation)

2. Counseling services will be provided on a full-time basis with the following guidelines:

- a. Counselors will be available at Doby's Bennett High School, John Sevier and Ross N. Robinson Middle Schools four and a half (4.5) days per week.
- b. Counselors will be available to elementary schools on an as needed basis.

IV Financial

Holston Children and Youth Services/Frontier Health agree to maintain necessary records and accounts related to this contract, including personnel and financial records. All expenditures made pursuant to this contract shall be properly supported by payroll records, invoices, orders, contracts, canceled checks and other necessary documentation.

1. Holston Children and Youth Services/Frontier Health will utilize generally accepted accounting procedures in the operation of this contract.
2. Records will be maintained on a July 1 to June 30 fiscal year basis.
3. Financial records shall be retained for a period of five years (5) upon any dissolution of this contract.
4. All finances, including this contract, will be independently audited on a yearly basis by Holston Children and Youth Services/Frontier Health.
5. Written reports of financial operations pertaining to this contract will be made available upon request and/or less than on an annual basis.
6. The contract amount for FY 2014-2015 to be paid by Kingsport City School System for services described herein is \$120,400.00.
7. The contract sum is to be paid in three installments.

V Personnel

Holston Children and Youth Services/Frontier Health assume all responsibility for personnel matters. Personnel involved in services will be employees of Holston Children and Youth Services/Frontier Health Corporate. A criminal background check, which includes fingerprinting, will be required for those working in a position requiring proximity to school children, as noted in T.C.A. 49-5-413. Personnel interaction issues emanating between the two parties will be properly documented and communicated to insure the cooperative and constructive relationship between the parties and of the appropriate functioning of the services in operation.

VI Public Relations

Public relations activities pursuant to the promotion, explanation, display, representation, and orientation to community of the said service agreement and its operation will be developed and implemented as a joint negotiation of the parties in the agreement.

VII Compliance

Both parties agree to comply with the following statutes, regulations, standards, policies, and procedures in the operation of the program, which is subject of this contract:

1. All applicable federal and state laws and regulations for the assurance of the individual rights of clients served by the program.
2. Titles VI and VII of the Civil Rights Act of 1964, Section 503 and 504 of the Vocational Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and subsequent amendments and regulations developed pursuant thereto, to the effect that no person shall, on the grounds of sex, age, race, religious affiliation, handicap, or national origin, be subjected to discrimination in the provision of any services or in employment practices.

VIII Scope of Agreement

This contract, including any exhibits, constitutes the entire agreement between Holston Children and Youth Services/Frontier Health and the Kingsport City School System for the operation of said Student Assistance Program. Any alterations, amendments, or modifications in the provisions of this agreement shall be in writing, signed by the parties, and attached hereto.

IX Severability of Agreement

Each paragraph and provision of this agreement is severable from the entire agreements; and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

X Termination of Agreement

This agreement may be terminated under the following circumstances:

1. By mutual agreement;
2. Non-renewal requires a 60-day notice, unless prior agreement by both parties is made.

XI Length of Agreement

This agreement shall become effective August 1, 2014 and remain in effect until June 30, 2015.

[Acknowledgements Deleted for Inclusion in this Resolution]

SECTION III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the 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 7th day of October, 2014.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

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

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

FRONTIER HEALTH
Holston Children and Youth Services

And

KINGSPORT CITY SCHOOL SYSTEM

CONTRACTUAL AGREEMENT

LOCAL PROGRAM

SY 2014-2015

I Parties

Holston Children and Youth Services/Frontier Health and the Kingsport City School System are the parties to this agreement for alcohol and drug prevention and student assistance services.

II Purpose

This agreement is entered into by the stated parties for the purpose of making provision for alcohol and drug prevention, education, intervention, consultation and training services to school administration, staff and students.

III Services

The following services will be provided by Holston Children and Youth Services/Frontier Health to the Kingsport City School System under this agreement. The further development and alteration of these services will be reviewed and negotiated formally in April of each year by designated personnel of Holston Children and Youth Services/Frontier Health and the Kingsport City School System. Changes in services rendered by joint examination will be communicated to all appropriate personnel.

Holston Children and Youth Services/Frontier Health Corporate agree to accept the following responsibilities under this contract, and shall provide the services set out below:

A. Training and consultation services for alcohol and other drug related issues:

1. Holston Children and Youth Services/Frontier Health will provide within the Kingsport City School System the necessary education, training, supervision, consultation, and other resources to school personnel for the purpose of instituting ongoing prevention to K-12 students. Training will be provided to each of the following target groups within Kingsport City School System:
 - a. General population of school personnel as needed
 - b. School personnel specifically required to teach drug education units
 - c. Elementary school teachers
 - d. Core group of self-selected and nominated school personnel willing to commit to in-depth training
 - e. Administrators and guidance counselors
2. Holston Children and Youth Services/Frontier Health will provide consultation services to the Kingsport City School System and its personnel as needed throughout the year. Those consultation services may be utilized in the following areas, but are not necessarily limited to these areas:
 - a. Review and selection of curricula
 - b. Involvement in establishment of school policies related to alcohol and other drug issues
 - c. Coordination of local alcohol and drug related services offered within the Kingsport City School System
 - d. Consultation with staff

- e. Review and dissemination of current research as related to specific drugs, prevention approaches, model school-based programs, etc.

3. The services outlined above will be provided on an as needed basis.

B. Counseling services for alcohol and drug related issues:

1. Holston Children and Youth Services/Frontier Health will provide within the Kingsport City School System assessment of individuals referred, individual and group counseling as appropriate, training (when available), coordination with other services, and referral to appropriate services as necessary. These services will be available to the following people:

- a. Students
- b. Parents of students
- c. School personnel (consultation)

2. Counseling services will be provided on a full-time basis with the following guidelines:

- a. Counselors will be available at Dobyne Bennett High School, John Sevier and Ross N. Robinson Middle Schools four and a half (4.5) days per week.
- b. Counselors will be available to elementary schools on an as needed basis.

IV Financial

Holston Children and Youth Services/Frontier Health agree to maintain necessary records and accounts related to this contract, including personnel and financial records. All expenditures made pursuant to this contract shall be properly supported by payroll records, invoices, orders, contracts, canceled checks and other necessary documentation.

- 1. Holston Children and Youth Services/Frontier Health will utilize generally accepted accounting procedures in the operation of this contract.
- 2. Records will be maintained on a July 1 to June 30 fiscal year basis.
- 3. Financial records shall be retained for a period of five years (5) upon any dissolution of this contract.
- 4. All finances, including this contract, will be independently audited on a yearly basis by Holston Children and Youth Services/Frontier Health.

5. Written reports of financial operations pertaining to this contract will be made available upon request and/or less than on an annual basis.
6. The contract amount for FY 2014-2015 to be paid by Kingsport City School System for services described herein is \$120,400.00.
7. The contract sum is to be paid in three installments.

V Personnel

Holston Children and Youth Services/Frontier Health assume all responsibility for personnel matters. Personnel involved in services will be employees of Holston Children and Youth Services/Frontier Health Corporate. A criminal background check, which includes fingerprinting, will be required for those working in a position requiring proximity to school children, as noted in T.C.A. 49-5-413. Personnel interaction issues emanating between the two parties will be properly documented and communicated to insure the cooperative and constructive relationship between the parties and of the appropriate functioning of the services in operation.

VI Public Relations

Public relations activities pursuant to the promotion, explanation, display, representation, and orientation to community of the said service agreement and its operation will be developed and implemented as a joint negotiation of the parties in the agreement.

VII Compliance

Both parties agree to comply with the following statutes, regulations, standards, policies, and procedures in the operation of the program, which is subject of this contract:

1. All applicable federal and state laws and regulations for the assurance of the individual rights of clients served by the program.
2. Titles VI and VII of the Civil Rights Act of 1964, Section 503 and 504 of the Vocational Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and subsequent amendments and regulations developed pursuant thereto, to the effect that no person shall, on the grounds of sex, age, race, religious affiliation, handicap, or national origin, be subjected to discrimination in the provision of any services or in employment practices.

VIII Scope of Agreement

This contract, including any exhibits, constitutes the entire agreement between Holston Children and Youth Services/Frontier Health and the Kingsport City School System for the operation of said Student Assistance Program. Any alterations, amendments, or modifications in the provisions of this agreement shall be in writing, signed by the parties, and attached hereto.

IX Severability of Agreement

Each paragraph and provision of this agreement is severable from the entire agreements; and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

X Termination of Agreement

This agreement may be terminated under the following circumstances:

- 1. By mutual agreement
- 2. Non-renewal requires a 60-day notice, unless prior agreement by both parties is made

XI Length of Agreement

This agreement shall become effective August 1, 2014 and remain in effect until June 30, 2015.



 CEO, Frontier Health



 Date

 Mayor, City of Kingsport

 Date



AGENDA ACTION FORM

Consideration of a Resolution to Accept Donation of 'R. Hero' Sculpture Created by Karen and Tony Barone from Bunni and Rick Benaron, Co-founders of the R. Hero Foundation

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

Action Form No.: AF-267-2014
 Work Session: October 6, 2014
 First Reading: N/A

Final Adoption: October 21, 2014
 Staff Work By: B. Macdonald
 Presentation By: Morris Baker

Recommendation:

Approve the resolution.

Executive Summary:

Artists Karen and Tony Barone have a strong connection to the Kingsport Community as designers of Skoby's Backroom and the iconic Pal's restaurants. Although they are now located in Palm Springs California, it was their wish that Kingsport become part of the Dalmatian Nation honoring first responders throughout the country. Philanthropists Bunni and Rick Benaron have made it possible for an R. Hero Sculpture to make its home in Kingsport at Fire Station Number 1. This sculpture is valued at \$15,000 and will be unveiled in a ceremony on Thursday, October 9, 2014 at 10:30 AM. Fire Station Number 1 hosts 10,000 school children each year. Fire Officer Barry Brickey is the national voice of Sparky the Dog and October marks Fire Prevention Month across the country.

Attachments:

1. Resolution
2. Picture

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

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A DONATION OF "R. HERO", A
SCULPTURE CREATED BY KAREN AND TONY BARONE FROM
THE R. HERO FOUNDATION

WHEREAS, Karen and Tony Barone, who have designed places in Kingsport such as Pal's, have designed the sculpture "R. Hero" to honor first responders throughout the country in a program called Dalmatian Nation; and

WHEREAS, the R. Hero Foundation, through co-founders Bunni and Rick Benaron have made it possible for the sculpture to be placed at Fire Station No. 1; and

WHEREAS, the estimated value of this donation is \$15,000.00, which is the price of the sculpture when sold to other entities.

Now therefore,

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

SECTION I. That the donation to the city from the R. Hero Foundation of a sculpture created by Karen and Tony Barone, named "R. Hero", with an estimated value of \$15,000.00, is accepted.

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 7th day of October, 2014.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

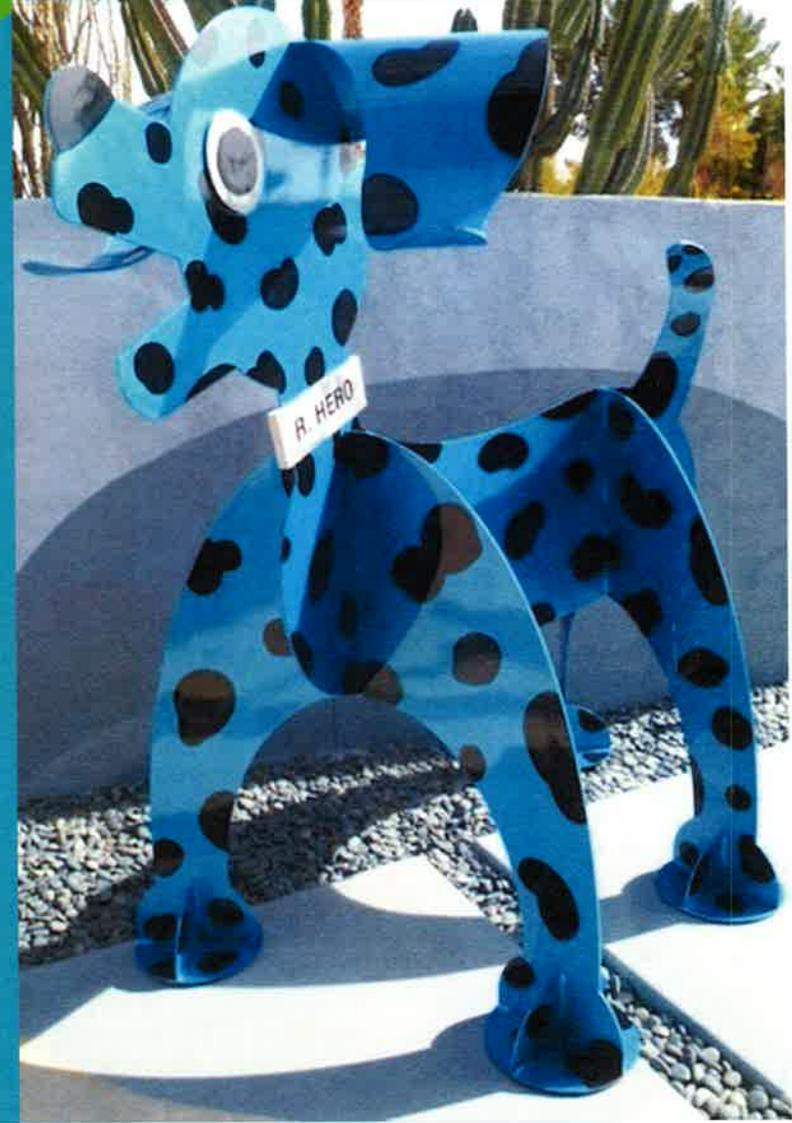
APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

"R. HERO" SCULPTURE

ARTISTS: *Karen & Tony Paros*

DONORS: Bunni and Rick Benaron





AGENDA ACTION FORM

Consideration of an Ordinance to Condemn for Easements and Right-of-Ways for Phases I & II of the Colonial Heights Sanitary Sewer Extension Project

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

Action Form No.: AF-255-2014
Work Session: September 22, 2014
First Reading: September 23, 2014

Final Adoption: **October 7, 2014**
Staff Work By: R. Trent, H. Clabaugh
Presentation By: M. Billingsley

Recommendation:

Approve the ordinance.

Executive Summary:

The Public Works Department has requested easements and right-of-ways for Phases I and II of the Colonial Heights Sanitary Sewer Extension Project. The attached ordinance authorizes and directs the City Attorney to initiate condemnation proceedings to acquire easements and rights-of-way that cannot be voluntarily acquired on Phases I and II of the Colonial Heights Sanitary Sewer Extension Project.

Attachments:

- 1. Ordinance
- 2. Project Location Maps

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



AGENDA ACTION FORM

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- 1. Ordinance
- 2. Project Location Maps

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George	—	—	—
Hall	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Phillips	—	—	—

PRE-FILED CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE TO AUTHORIZE AND DIRECT THE CITY ATTORNEY TO INITIATE CONDEMNATION PROCEEDINGS TO ACQUIRE PROPERTY, REAL OR PERSONAL, OR ANY EASEMENT, INTEREST, ESTATE OR USE THEREIN, FROM AFFECTED PROPERTY OWNERS ALONG THE ROUTE OF CERTAIN PUBLIC WORKS PROJECTS; TO FIX THE PROCEDURE FOR DIRECTING THE INITIATION OF SUCH LITIGATION; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, the construction of the Public Works Projects are deemed a matter of highest priority for the public health, welfare, safety and convenience of the citizens and the public at large; and

WHEREAS, pursuant to the provisions of Tenn. Code Ann. Section 7-35-101 et seq., the City has embarked upon the accomplishment of the herein named Public Works Project in accordance with the terms and provisions of said Act; and

WHEREAS, the City is empowered by ordinance, in accordance with the provisions of Article I, Section 2, Subsection 9 of the Charter, to condemn property, real or personal, or any easement, interest, estate or use therein, either within or without the City, for present or future public use, and in accordance with the terms and provisions of the general law of the State regarding eminent domain; and

WHEREAS, it may become necessary in the accomplishment of the herein named Public Works Projects to initiate litigation to acquire property, real or personal, or any easement, interest, estate or use therein, in connection with the herein named Public Works Project; and

WHEREAS, time is of the essence in the accomplishment of the herein named Public Works Project,

Now therefore,

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

SECTION I. In accordance with the provision of Article I, Section 2, Subsection 9 of the Charter, the City Attorney is hereby authorized and directed to initiate eminent domain proceedings to condemn property, real or personal, or any easement, interest, estate or use therein, for the accomplishment of the following Public Works Project:

Colonial Heights Sanitary Sewer Extension Project– Phases I & II

SECTION II. That since time is of the essence in the expeditious acquisition of property, real or personal, or any easement, interest, estate or use therein, to accomplish the foregoing stated purposes, the City Attorney is further directed to proceed forthwith to institute eminent domain proceedings as authorized by Resolution.

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 _____

