



AGENDA

BOARD OF MAYOR AND ALDERMEN WORK SESSION

**Monday, July 15, 2019, 4:30 p.m.
City Hall, 225 W. Center St., Council Room, 2nd Floor**

Board of Mayor and Aldermen

Mayor Patrick W. Shull, Presiding
Alderman Jennifer Adler
Alderman Betsy Cooper
Alderman Darrell Duncan

Alderman Colette George
Alderman Tommy Olterman
Alderman James Phillips

Leadership Team

Chris McCartt, City Manager
Ryan McReynolds, Assistant City Manager for Operations
J. Michael Billingsley, City Attorney
Sid Cox, City Recorder/Chief Financial Officer
Scott Boyd, Fire Chief
David Quillin, Police Chief
George DeCroes, Human Resources Director
Heather Cook, Communications Director

1. Call to Order
2. Roll Call
3. Miracle Field Update – Jud Teague
4. Review of Items on July 16, 2019 Business Meeting Agenda
5. Adjourn

Next Work Session, August 5: CareHere Clinic Overview

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.

BMA Report, July 15, 2019



Kingsport Employee Wellness, George DeCroes

	01/01/2019 – 6/30/2019	07/01/2019 – 07/09/2019
Total Utilization	94.0%	93.7%
City – Active Employees	61.0%	63.5%
City – Dependents	30.9%	27.9%
City – Retirees	2.3%	1.0%
Extended-Patient Services/Other	0.3%	3.3%
Work Comp	0.3%	0.0%
No Show	5.2%	4.3%

Worker's Compensation, Terri Evans

For the month of June 2019, the city had three (3) recordable worker's compensation claims that involved lost time or restricted duty. Of the three (3) claims involved all were restricted duty.

Status Updates on Active Projects sorted by Cost

Estimated Cost	Project Owner	Project Name	Project Description	Completion Date	CurrentStatus
\$7,500,000.00	Ryan McReynolds	SR 347 (Rock Springs Road) [State & MTPO funded]	TDOT Managed, joint funded reconstruction of the State portion of Rock Springs Road	12/31/2021	Preliminary plans expected Summer 2019.
\$6,000,000.00	Michael Thompson	Main Street Rebuild	The reconstruction of Main Street from Sullivan Street to Clay Street. [City & MTPO Funded]	6/1/2021	MOU for construction services with AEP expected for BMA consideration July 2 2019. Spring 2020 construction start anticipated.
\$4,400,000.00	Niki Ensor	WWTP Electrical Improvements	Design of wastewater treatment plant improvements. Project includes replacement of the Main Switchgear, Switchgear SB-1 and related equipment at the wastewater treatment plant.	5/1/2020	Plans and specification have been finalized. Target bid date set for August. Following bid of West Kingsport.
\$3,867,000.00	Chad Austin	Border Regions Sewer Extensions	Sewer extensions to serve the Border Regions Annexations in the vicinity of Tri-Cities Crossing and Fordtown Rd.	2/17/2020	Plans for Fordtown Road/Tri Cities Crossing, Mitchell Road, and Bob Jobe Road will be sent to TDEC next week for review.
\$3,750,000.00	Niki Ensor	Chemical Feed Design	Design of WTP Chemical Feed improvements. Project will include new facilities for pre and post chemical feed and implementation of bulk bleach for disinfection.	11/1/2020	Awaiting proposal for final design and construction phase services. Funding included in FY20 CIP.
\$3,740,000.00	Niki Ensor	West Kingsport Forcemain and Pump Station Improvements	Elimination of Pendragon SLS (#120) with gravity. Rehab of West Kingsport SLS (#119) and installation of new forcemain to the WWTP.	6/1/2020	Bids opening 5/7. Bids were received, but exceeded Engineer's estimate. Bid were rejected 5/21/19. Project will be broken into two separate projects and rebid.
\$3,200,000.00	Ryan McReynolds	City Hall Relocation - Phase 1	Renovations of floors 3 thru 6 for the consolidation of City offices to one location at 415 Broad Street.	5/1/2020	Bids were opened on 6/26/2019 and are under review by the City's design architect.
\$2,888,300.00	Niki Ensor	Water & Wastewater Facilities SCADA/Telemetry Project	Design and installation of SCADA/Telemetry system that will serve both water and sewer plants, sewer lift stations, water pump stations and boosters, along with monitoring in the distribution and collection systems.	4/1/2020	
\$2,300,000.00	Ryan McReynolds	Justice Center Renovations	Renovations and expansion of Justice Center that will accommodate court space and county offices currently residing in City Hall.	12/31/2020	Cain Rash West has been meeting with KPD to access current and future needs. Continue to work on layouts to best utilize space and maintain functionality.
\$1,074,738.00	Chad Austin	Phase 4 Water Improvements	Waterline replacement in Sullivan Gardens area on Ridge Road, Maplewood Street, Mill Creek Road, Clover Bottom Drive, Clearview Street, Creekmore Drive, and Rosemont Street.	2/16/2020	Contractor installing line on Ridge Road. Backflows passed on Rosemont Street and Clover Bottom Drive.
\$1,044,000.00	Kitty Frazier	Kingsport Greenbelt Extension from Rotherwood Drive to Lewis Lane	This project will build an extension of the Kingsport Greenbelt walking and biking path west from the end of the current Greenbelt at Rotherwood Drive to Lewis Lane on West Stone Drive (State Route 1).	5/31/2024	Contract submitted to TDOT 6/5/2019.

Estimated Cost	Project Owner	Project Name	Project Description	Completion Date	CurrentStatus
\$961,140.00	Michael Thompson	Stone Drive - Phase 2 (SR 1, US 11W) Sidewalk Improvements	Construction of sidewalk along Stone Drive from Stonebrook Place Pvt. Dr. to Lynn Garden Dr. [95% State Funded 5%]	8/31/2020	Working to finalize right of way phase.
\$937,442.00	Kitty Frazier	Kingsport Greenbelt - Eastern Extension - Phase 1 (2019-C6)	New 1 mile long Greenbelt section from the 0.4 mile marker (bottom of the hill from Exchange Place) to Cleek Road. [Fed. Grant & City funded]	11/1/2019	Clearing and Grubbing mostly complete. Silt Fencing Installed. Materials on-site.
\$697,475.00	Michael Thompson	Stone Drive - Phase 1 (SR 1, US 11W) Sidewalk Improvements	Construction of sidewalk along Stone Drive from Stonebrook Place Pvt. Dr. to American Way where current sidewalk gaps exist. Includes work to make existing driveways ADA accessible. [95% State Funded 5% City]	8/31/2020	Working to finalize the right of way phase of this project.
\$577,000.00	Niki Ensor	Tri-County Tank Replacement Project	Replacement of 160,000 gallon steel water storage tank in Tri-County Pressure Zone, located on Big Ridge Rd.	7/1/2019	The contractor's engineer has developed a proposal for repairs due to the defective welds and this proposal is currently under review by City staff and our design engineer.
\$481,183.00	Ryan McReynolds	Wilcox Bridge (Wilcox Dr. & E. Sullivan St.)	Bridge re-painting and landscaping	11/1/2019	Southern Constructors is low bidder at \$481,183.
\$415,000.00	Chad Austin	SR 93- Fall Branch section (TDOT)	TDOT project to improve State Route 93 in the Fall Branch area. Impacted waterlines in this area will be are to be relocated as part of the TDOT project.	1/29/2021	
\$391,711.50	David Edwards	Bloomington Culvert Replacement	Exist. double 7' x 7' box culvert is failing adjacent to Bloomington Dr. Project will be a replacement of the double box within the ROW and will create a separation from the private section of the culvert that extends downstream from Bloomington Dr.	7/30/2019	Guard rail pedestals being installed.
\$373,871.00	Rob Cole	Bays Mountain Septic System Upgrades	Replacement of septic system at Bays Mountain Park with installation of sewer lift station and force main to base of park road to allow for more capacity.	7/26/2019	3,400 ft (of 6,500) of forcemain has been installed to date. Trench paving has started on the completed section. Paving will continue with the remainder of the construction.
\$352,000.00	Chad Austin	SR 93- Horse Creek/Derby Drive Section (TDOT)	TDOT project to improve State Route 93 in the Horse Creek/Derby Drive area. Project also includes improvements with the intersection with Derby Drive, along with a new bridge crossing Horse Creek. Impacted waterlines in this area will be are to be reloc	8/31/2022	TDOT "B Date" package due date pushed back to 5/28/2021; anticipated letting December 2021

Status Updates on Active Projects sorted by Completion Date

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AGENDA

BOARD OF MAYOR AND ALDERMEN

BUSINESS MEETING

**Tuesday, July 16, 2019, 7:00 p.m.
City Hall, 225 W. Center St., Courtroom, 2nd Floor**

Board of Mayor and Aldermen

Mayor Patrick W. Shull, presiding
Alderman Jennifer Adler
Alderman Betsy Cooper
Alderman Darrell Duncan

Alderman Colette George
Alderman Tommy Olterman
Alderman James Phillips

City Administration

Chris McCartt, City Manager
Ryan McReynolds, Assistant City Manager of Operations
J. Michael Billingsley, City Attorney
Sid Cox, City Recorder/Chief Financial Officer
David Quillin, Police Chief
Scott Boyd, Fire Chief
George DeCroes, Human Resources Director
Heather Cook, Communications Director

I. CALL TO ORDER

II.A. PLEDGE OF ALLEGIANCE TO THE FLAG

II.B. INVOCATION – Phip Sams, First Christian Church

III. ROLL CALL

IV.A. RECOGNITIONS & PRESENTATIONS

Red text: Addition 7/15/19 →

1. Taylor Hubbard, Miss Kingsport (Mayor Shull)
2. Keep Kingsport Beautiful Beautification Awards (Robin Cleary)
3. Frankie DeBusk, Dobyns-Bennett Athletic Director (Dr. Moorhouse)

IV.B. APPOINTMENTS

None

V. APPROVAL OF MINUTES

1. Work Session – July 1, 2019
2. Business Meeting – July 2, 2019

VI. COMMUNITY INTEREST ITEMS

A. PUBLIC HEARINGS

1. Vacate a Portion of W. Sullivan Street Right-of-Way (AF: 167-2019) (Nathan Woods)
 - Public Hearing
 - Ordinance
2. Vacate a Portion of Buckingham Ct. Right-of-Way (AF: 168-2019) (Nathan Woods)
 - Public Hearing
 - Ordinance

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. Amend the FY 2020 the General Purpose School Fund and the General Project Fund Budgets (AF: 174-2019) (David Frye, Andy True)
 - Ordinance – First Reading
2. Budget Adjustment Ordinance for FY20 (AF: 176-2019) (Chris McCartt)
 - Ordinance – First Reading
3. Enter into a Materials Agreement with The Edinburgh Group, LLC Related to the Cottages at Edinburgh Phase 1 of the Edinburgh Development and an Ordinance to Appropriate the Funds (AF: 157-2019) (Ryan McReynolds)
 - Ordinance – First Reading

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION

1. Accept the State of Tennessee Department of Health Project Diabetes Grant and Appropriate Funds (AF: 161-2019) (Chris McCartt)
 - Ordinance – Second Reading & Final Adoption
2. Enter into a Memorandum of Understanding – Relocation Agreement with Kingsport Power Company (dba AEP) for Relocation of the Existing Line Associated with Main Street Redevelopment (AF: 140-2019) (Ryan McReynolds)
 - Ordinance – Second Reading & Final Adoption
 - Resolution

D. OTHER BUSINESS

1. Authorizing an Inter-local Agreement with the Sullivan County Highway Department to Pave a Portion of Moccasin Street South (AF: 173-2019) (Ryan McReynolds)
 - Resolution
2. Enter into an Agreement with Petworks (AF: 170-2019) (Chris McCartt)
 - Resolution

VII. CONSENT AGENDA

1. Designate the Officials Authorized to Execute Banking Transactions for the City of Kingsport (AF: 171-2019) (Lisa Winkle)
 - Resolutions (12)
2. Apply for and Receive the State of Tennessee Department of Health Project Diabetes Grant (AF: 172-2019) (Chris McCartt)
 - Resolution
3. Agreement with the Virginia Department of Rail and Public Transportation Designating the City of Kingsport Staff as Financial Managers for MTPO Federal and State Transportation Planning Funds (AF: 175-2019) (Lesley Phillips, Bill Albright)
 - Resolution

VIII. COMMUNICATIONS

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

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

IX. ADJOURN

Minutes of the Regular Work Session of the
Board of Mayor and Aldermen, City of Kingsport, Tennessee
Monday, July 1, 2019, 4:30 PM
Council Room – City Hall

PRESENT: Board of Mayor and Aldermen

Mayor Patrick W. Shull, Presiding

Alderman Jennifer Adler

Alderman Betsy Cooper

Alderman Darrell Duncan

Alderman Colette George

Alderman Tommy Olterman

Alderman James Phillips

City Administration

Chris McCartt, City Manager

J. Michael Billingsley, City Attorney

Sidney H. Cox, City Recorder

1. **CALL TO ORDER:** 4:30 p.m. by Mayor Patrick W. Shull.
2. **ROLL CALL:** By Deputy City Recorder Marshall.
3. **PAVING SCHEDULE.** Assistant City Manager for Operations Ryan McReynolds gave a presentation on this item and answered questions from the board. Considerable discussion ensued regarding the budget and the matching funds. He stated staff would bring back a list of priority projects to present for the board to consider.
4. **REVIEW OF AGENDA ITEMS ON THE JULY 2, 2019 REGULAR BUSINESS MEETING AGENDA.** City Manager Fleming and members of staff gave a summary or presentation for each item on the proposed agenda. The following items were discussed at greater length or received specific questions or concerns.

VI.B.1 Accept State of Tennessee Department of Health Project Diabetes Grant and Appropriate Funds (AF: 161-2019). Mr. Alan Meade made comments on this item and City Manager McCartt provided further details. Alderman George asked staff to provide slides of the phases to be shown at the business meeting tomorrow night to benefit the public. Robin Dimona with Parks and Rec confirmed there was no city match for this grant.

VI.B.2 Memorandum of Understanding Concerning the Relocation Agreement with Kingsport Power Company (dba AEP) for Relocation of the Existing Line Associated with Main Street Redevelopment (AF: 140-2019). Assistant City Manager for Operations Ryan McReynolds presented this item noting this would be the next step in the process the previous board gave direction on back in October. He recommended moving forward as all the funds were in place. Mr. McReynolds answered questions regarding this project and there was considerable discussion.

**Minutes of the Regular Work Session of the Board of Mayor and Aldermen of
Kingsport, Tennessee, Monday, July 1, 2019**

5. **ADJOURN.** Seeing no other matters presented for discussion at this work session, Vice-Mayor McIntire adjourned the meeting at 5:51 p.m.

ANGELA MARSHALL
Deputy City Recorder

PATRICK W. SHULL
Mayor

Minutes of the Regular Business Meeting of the
Board of Mayor and Aldermen of the City of Kingsport, Tennessee
Tuesday, July 2, 2019, 7:00 PM
Large Court Room – City Hall

PRESENT:

Board of Mayor and Aldermen

Mayor Patrick W. Shull, Presiding	
Vice-Mayor Colette George	Alderman Darrell Duncan
Alderman Jennifer Adler	Alderman Tommy Olterman
Alderman Betsy Cooper	Alderman James Phillips

City Administration

Chris McCartt, City Manager
J. Michael Billingsley, City Attorney
Sidney H. Cox, City Recorder/Chief Financial Officer

- I. SWEARING IN OF ELECTED BOARD MEMBER OFFICIALS** - Judge Robert Montgomery.
- Tommy Olterman as Alderman
 - Darrell R. Duncan as Alderman
 - James Phillips as Alderman
 - Patrick W. Shull as Mayor
- II.A CALL TO ORDER:** 7:00 p.m., by Mayor Pat Shull.
- II.B. PLEDGE OF ALLEGIANCE TO THE FLAG:** County Commissioner Gary Stidham.
- II.C. INVOCATION:** Father Michael Cummins, St. Dominic's Catholic Church.
- III. ROLL CALL:** By City Recorder Cox. All Present.
- IIIA. SELECTION OF VICE MAYOR.** Alderman Phillips made a motion, seconded by Alderman Olterman, to nominate Alderman George for Vice-Mayor. All present voting "aye."
- IV.A. RECOGNITIONS AND PRESENTATIONS.**
1. Wastewater Treatment Plant Award – Niki Ensor/Tom Hensley (Alderman George)
- IV.B. APPOINTMENTS/REAPPOINTMENTS.**
1. **Reappointments to the Tree Advisory Board** (AF: 165-2019) (Mayor Shull).

Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen of the City of Kingsport, Tennessee, Tuesday, July 2, 2019

Motion/Second: George/Cooper, to approve:

REAPPOINTMENTS OF MR. STEVE BINGHAM, MS. CHRISTINE BARGER, MR. JAMES BABB AND MR. COLE LUSK TO SERVE ANOTHER TWO-YEAR TERM ON THE **TREE ADVISORY BOARD** EFFECTIVE IMMEDIATELY AND EXPIRING ON JULY 31, 2021.

Passed: All present voting “aye.”

2. Reappointment to the Kingsport Public Library Commission (AF: 166-2019) (Mayor Shull).

Motion/Second: Adler/Cooper, to approve:

REAPPOINTMENT OF MS. MELISSA HAMBY TO HER FIRST FULL THREE-YEAR TERM ON THE **KINGSPORT PUBLIC LIBRARY COMMISSION**. MS. HAMBY HAS BEEN COMPLETING AN UNEXPIRED TERM. HER REAPPOINTMENT IS EFFECTIVE IMMEDIATELY AND WILL EXPIRE ON JUNE 30, 2022.

Passed: All present voting “aye.”

V. APPROVAL OF MINUTES.

Motion/Second: Olterman/Cooper, to approve minutes for the following meetings:

- A. June 17, 2019 Regular Work Session
- B. June 18, 2019 Regular Business Meeting

Approved: All present voting “aye.”

VI. COMMUNITY INTEREST ITEMS.

A. PUBLIC HEARINGS. None.

PUBLIC COMMENT. Mayor Shull invited citizens in attendance to speak about any of the remaining agenda items. Mr. Alan Meade spoke in favor of Item VI.B.1.

B. BUSINESS MATTERS REQUIRING FIRST READING.

1. Accept State of Tennessee Department of Health Project Diabetes Grant and Appropriate Funds (AF: 161-2019) (Chris McCartt).

Motion/Second: George/Adler, to pass:

AN ORDINANCE TO AMEND THE GENERAL PROJECT FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM THE TENNESSEE DEPARTMENT OF HEALTH FOR THE YEAR ENDING JUNE 30, 2020; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on first reading: All present voting “aye.”

Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen of the City of Kingsport, Tennessee, Tuesday, July 2, 2019

2. Memorandum of Understanding Concerning the Relocation Agreement with Kingsport Power Company (dba AEP) for Relocation of the Existing Line Associated with Main Street Redevelopment (AF: 140-2019) (Ryan McReynolds).

Motion/Second: Olterman/Duncan, to pass:

AN ORDINANCE TO AMEND VARIOUS PROJECTS FOR THE YEAR ENDING JUNE 30, 2020; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on first reading: All present voting “aye” except Adler and Shull voting “nay.”

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION.

1. Combine Two Part-Time Driver Positions into One Full-Time Position (AF: 150-2019) (Chris McCartt).

Motion/Second: George/Cooper, to pass:

ORDINANCE NO. 6805, AN ORDINANCE TO AMEND THE URBAN MASS TRANSIT BUDGET BY ADDING A BUS/VAN DRIVER POSITION FOR THE FISCAL YEAR ENDING JUNE 30, 2019; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading in a roll call vote: Adler, Cooper, Duncan, George, Olterman, Phillips and Shull voting “aye.”

Motion/Second: George/Cooper, to pass:

Resolution No. 2020-001, A RESOLUTION COMBINING TWO PART TIME POSITIONS INTO ONE FULL TIME POSITION FOR THE KINGSPORT AREA TRANSIT SERVICE

Passed in a roll call vote: Adler, Cooper, Duncan, George, Olterman, Phillips and Shull voting “aye.”

2. Amend Kingsport City Code Section 6-144 - Elimination of Liquor Store Sign Restriction above Base Zoning Requirements (AF: 151-2019) (Ken Weems).

Motion/Second: Duncan/Phillips, to pass:

ORDINANCE NO. 6806, AN ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, SECTION 6-144 PERTAINING TO LIQUOR STORE SIGN ADVERTISEMENTS BY DELETING SECTION 6-144 AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading in a roll call vote: Adler, Cooper, Duncan, George, Olterman, Phillips and Shull voting “aye.”

D. OTHER BUSINESS.

1. Agreement Between City of Kingsport and the Sullivan County Anti-Drug Coalition (SCAD) for the Kingsport Police Department to Receive Overtime Reimbursement for Providing Assistance on First Contact with Overdose Victims (AF: 156-2019) (David Quillin).

Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen of the City of Kingsport, Tennessee, Tuesday, July 2, 2019

Motion/Second: Adler/Cooper, to pass:

Resolution No. 2020-002, A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH THE SULLIVAN COUNTY ANTI-DRUG COALITION (SCAD) AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting “aye.”

2. Designate Signature Authority for the Mayor to Execute and File Awards, Contracts and Necessary Documents to the Federal Transit Administration and the Tennessee Department of Transportation on Behalf of the City of Kingsport (AF: 163-2019) (Chris Campbell) .

Motion/Second: Olterman/Duncan, to pass:

Resolution No. 2020-003, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE DOCUMENTS AND CONTRACTS FOR THE TENNESSEE DEPARTMENT OF TRANSPORTATION ON BEHALF OF THE CITY

Passed: All present voting “aye.”

3. Amend Grant Contract with the Tennessee Department of Environment & Conservation’s Office of Energy Programs (TDEC OEP) - Tennessee Natural Gas and Propane Vehicle Grant Program (AF: 160-2019) (Ryan McReynolds).

Motion/Second: Cooper/Phillips, to pass:

Resolution No. 2020-004, A RESOLUTION AMENDING THE NATURAL GAS AND PROPANE VEHICLE GRANT MANAGED BY THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION’S OFFICE OF ENERGY TENNESSEE BY ADDING ADDITIONAL VEHICLES AND AUTHORIZING THE EXECUTION OF ALL DOCUMENTS NECESSARY AND PROPER TO RECEIVE THE GRANT

Passed: All present voting “aye.”

4. Bid Award to W-L Construction for 2019 Contracted Paving Area 11A - Upper Sevier Terrace Authorizing the Mayor to Sign All Applicable Documents (AF: 158-2019) (Ryan McReynolds).

Motion/Second: George/Adler, to pass:

Resolution No. 2020-005, A RESOLUTION AWARDDING THE BID FOR THE 2019 CONTRACTED PAVING AREA 11A-UPPER SEVIER TERRACE TO W-L CONSTRUCTION & PAVING AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting “aye.”

Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen of the City of Kingsport, Tennessee, Tuesday, July 2, 2019

5. Bid Award to W-L Construction for 2019 Main Roads Contracted Paving Authorizing the Mayor to Sign All Applicable Documents (AF: 159-2019) (Ryan McReynolds).

Motion/Second: George/Duncan, to pass:

Resolution No. 2020-006, A RESOLUTION AWARDING THE BID FOR THE 2019 MAIN ROAD CONTRACTED PAVING PROJECT TO W-L CONSTRUCTION & PAVING AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting “aye.”

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

Motion/Second: Olterman/Cooper, to adopt:

1. Designate the City Manager as CEO in the National Transit Database (AF: 164-2019) (Chris Campbell).

Pass:

Resolution No. 2020-007, A RESOLUTION DESIGNATING THE CITY MANAGER AS THE CEO IN THE NATIONAL TRANSIT DATABASE

Passed in a roll call vote: Adler, Cooper, Duncan, George, Olterman, Phillips and Shull voting “aye.”

2. American Library Association Great Stories Club Grant for the Library (AF: 162-2019) (Chris Markley).

Pass:

Resolution No. 2020-008, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE AN AMERICAN LIBRARY ASSOCIATION GREAT STORIES CLUB GRANT

Passed in a roll call vote: Adler, Cooper, Duncan, George, Olterman, Phillips and Shull voting “aye.”

VIII. COMMUNICATIONS.

A. CITY MANAGER. Mr. McCartt thanked the board for their support. He also mentioned the 4th of July Parade coming up on Thursday followed by Funfest the following week, noting that many city employees will be putting their time and efforts to make them successful.

Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen of the City of Kingsport, Tennessee, Tuesday, July 2, 2019

B. MAYOR AND BOARD MEMBERS. Alderman Phillips pointed out he and his father, former Mayor Dennis Phillips are the second father and son duo to serve on the BMA. He also noted that Vice-Mayor George and her mother, former Alderman Valerie Joh are the first mother and daughter to serve. Alderman Olterman encouraged everyone to support their local high school football teams this fall. He also wished everyone a happy Fourth of July. Vice-Mayor George noted that trash pickup would be on a normal schedule on July 4th. She also mentioned the trash barrel painting for Funfest was next week and the block parties started this weekend. She pointed out this community festival is celebrating 39 years. Alderman Duncan congratulated Vice-Mayor George and thanked his supporters, noting it was an honor to serve. He also commented on the parade and the fireworks on the Fourth. Alderman Adler mentioned the Aquatic Center, Carousel and Bays Mountain would all be open on the holiday. She also invited everyone to the Evenings at the Market on the second Thursday of July at the Farmers Market. Alderman Cooper welcomed Alderman Phillips, Alderman Duncan and Mayor Shull, noting there was a good representation of viewpoints. Mayor Shull stated he was pleased and humbled to serve. He also noted the BMA would be marching in the parade on the fourth. Lastly the mayor encouraged citizens to participate in the upcoming 2020 census.

C. VISITORS. Ms. Debra Kilgore thanked the board for efforts made by staff since the last BMA meeting regarding her comments on the Ballistic House. She also mentioned people were dumping trash at Hammond Park. Mr. Joe Carr congratulated the newly elected aldermen and mayor and made comments on the homeless and regionalism. Mr. Tim Sanders commented on the streets.

IX. ADJOURN. Seeing no other business for consideration at this meeting, Mayor Shull adjourned the meeting at 8:33 p.m.

ANGELA MARSHALL
Deputy City Recorder

PATRICK W. SHULL
Mayor



AGENDA ACTION FORM

Vacate a Portion of W. Sullivan Street Right-of-Way

To: Board of Mayor and Aldermen
From: Chris McCart, City Manager *CM*

Action Form No.: AF-167-2019
Work Session: July 15, 2019
First Reading: July 16, 2019

Final Adoption: August 6, 2019
Staff Work By: Nathan Woods
Presentation By: Nathan Woods

Recommendation:

- Hold public hearing
- Approve Ordinance vacating a portion of W. Sullivan Street Right-of-Way

Executive Summary:

This is a request, from the owners of 501 & 503 Clinchfield Street, to vacate a portion of the W. Sullivan Street Right-of-Way. The area of request is approximately 4,000 square feet and is currently used as a parking lot for the adjacent apartment building. City Departments as well as Local Utility Providers have reviewed the request. City staff sees no future use for the property, and all utilities are located just outside the boundary of the requested vacating. During their May 2019 regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation for the vacating to the Board of Mayor and Aldermen. The notice of Public Hearing was published on June 28, 2019.

Attachments:

1. Notice of Public Hearing
2. Ordinance
3. Legal Description
4. Staff Report

	<u>Y</u>	<u>N</u>	<u>O</u>
Adler	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—

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, July 16, 2019, to consider vacating of a portion of W. Sullivan Street right-of-way. 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 vacating is generally described as follows:

Beginning at an iron pin found in the right-of-way of W. Sullivan Street, common corner of Phillips parcel 045.00, thence with the proposed new right-of-way of W. Sullivan Street N40°53'27"W a distance of 67.15', to the intersection of W Sullivan Street, and Clinchfield Street; thence with the right-of-way of Clinchfield Street, a curve to the right having a radius of 20.00' and an arc length of 31.13', and a chord of N03°41'44"E 28.08', thence N48°16'56"E a distance of 18.05' to the existing corner of Phillips, parcel 001.00, thence with the line of Phillips, parcel 001.00 S42°14'47"E a distance of 143.92' to the property of Phillips parcel 045.00, thence with Phillips line S51°12'31"W a distance of 41.19' to the Beginning, containing 0.13 Ac.± and being a portion of right-of-way owned by the City of Kingsport.

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 Office for inspection. Additional information concerning this proposal may be obtained by contacting the Kingsport Planning Division of the Development Services Department, telephone 423-224-2482

CITY OF KINGSPORT
Angie Marshall, Deputy City Clerk
P1T: 06/28/2019

ORDINANCE NO. _____

AN ORDINANCE TO VACATE A PORTION OF W. SULLIVAN STREET RIGHT-OF-WAY SITUATED IN THE CITY, ELEVENTH CIVIL DISTRICT OF SULLIVAN COUNTY; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

WHEREAS, after due investigation and careful consideration at a meeting held on May 16, 2019, the Kingsport Regional Planning Commission has determined that the public interest of the city is best served and warrants vacating the portion of W. Sullivan Street right-of-way described herein, and that no future use of the same for right-of-way purposes is reasonably anticipated; and

WHEREAS, as a result of its action at the meeting held on May 16, 2019, the Kingsport Regional Planning Commission recommends to the board of mayor and aldermen to vacate for the right-of-way described herein.

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

SECTION I. The city hereby vacates and closes to public use a portion of W. Sullivan Street right-of-way within the City of Kingsport, 11th Civil District of Sullivan County, Tennessee, which for purposes of this vacation is further described as follows:

Beginning at an iron pin found in the right-of-way of W. Sullivan Street, common corner of Phillips parcel 045.00, thence with the proposed new right-of-way of W. Sullivan Street N40°53'27"W a distance of 67.15', to the intersection of W Sullivan Street, and Clinchfield Street; thence with the right-of-way of Clinchfield Street, a curve to the right having a radius of 20.00' and an arc length of 31.13', and a chord of N03°41'44"E 28.08', thence N48°16'56"E a distance of 18.05' to the existing corner of Phillips, parcel 001.00, thence with the line of Phillips, parcel 001.00 S42°14'47"E a distance of 143.92' to the property of Phillips parcel 045.00, thence with Phillips line S51°12'31"W a distance of 41.19' to the Beginning, containing 0.13 Ac.± and being a portion of right-of-way owned by the City of Kingsport.

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

PATRICK W. SHULL, MAYOR

ATTEST:

SID COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

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

Legal Description

Beginning at an iron pin found in the right-of-way of W. Sullivan Street, common corner of Phillips parcel 045.00, thence with the proposed new right-of-way of W. Sullivan Street $N40^{\circ}53'27''W$ a distance of 67.15', to the intersection of W Sullivan Street, and Clinchfield Street; thence with the right-of-way of Clinchfield Street, a curve to the right having a radius of 20.00' and an arc length of 31.13', and a chord of $N03^{\circ}41'44''E$ 28.08', thence $N48^{\circ}16'56''E$ a distance of 18.05' to the existing corner of Phillips, parcel 001.00, thence with the line of Phillips, parcel 001.00 $S42^{\circ}14'47''E$ a distance of 143.92' to the property of Phillips parcel 045.00, thence with Phillips line $S51^{\circ}12'31''W$ a distance of 41.19' to the Beginning, containing 0.13 Ac.± and being a portion of right-of-way owned by the City of Kingsport.

PROPERTY INFORMATION

Right-of-Way Vacating

ADDRESS	Corner of Sullivan and Clinchfield Streets
DISTRICT, LAND LOT	Sullivan County 11th Civil District, TM 46H Parcel 001.00
OVERLAY DISTRICT	R-2
PROPOSED ZONING	No Change
ACRES +/- 0.11	
EXISTING USE	Residential
PROPOSED USE	Residential

PETITIONER 1: Dennis Phillips
2121 Pendragon Rd. Kingsport, TN 37660

INTENT

The applicant is requesting that the portion of the old Sullivan Street right-of-way be vacated by the City of Kingsport. The purpose for the request is to eliminate any disruptions to the parking area, and to control the parking area in the future.

The area requested to be vacated is approximately 4,000 square feet.

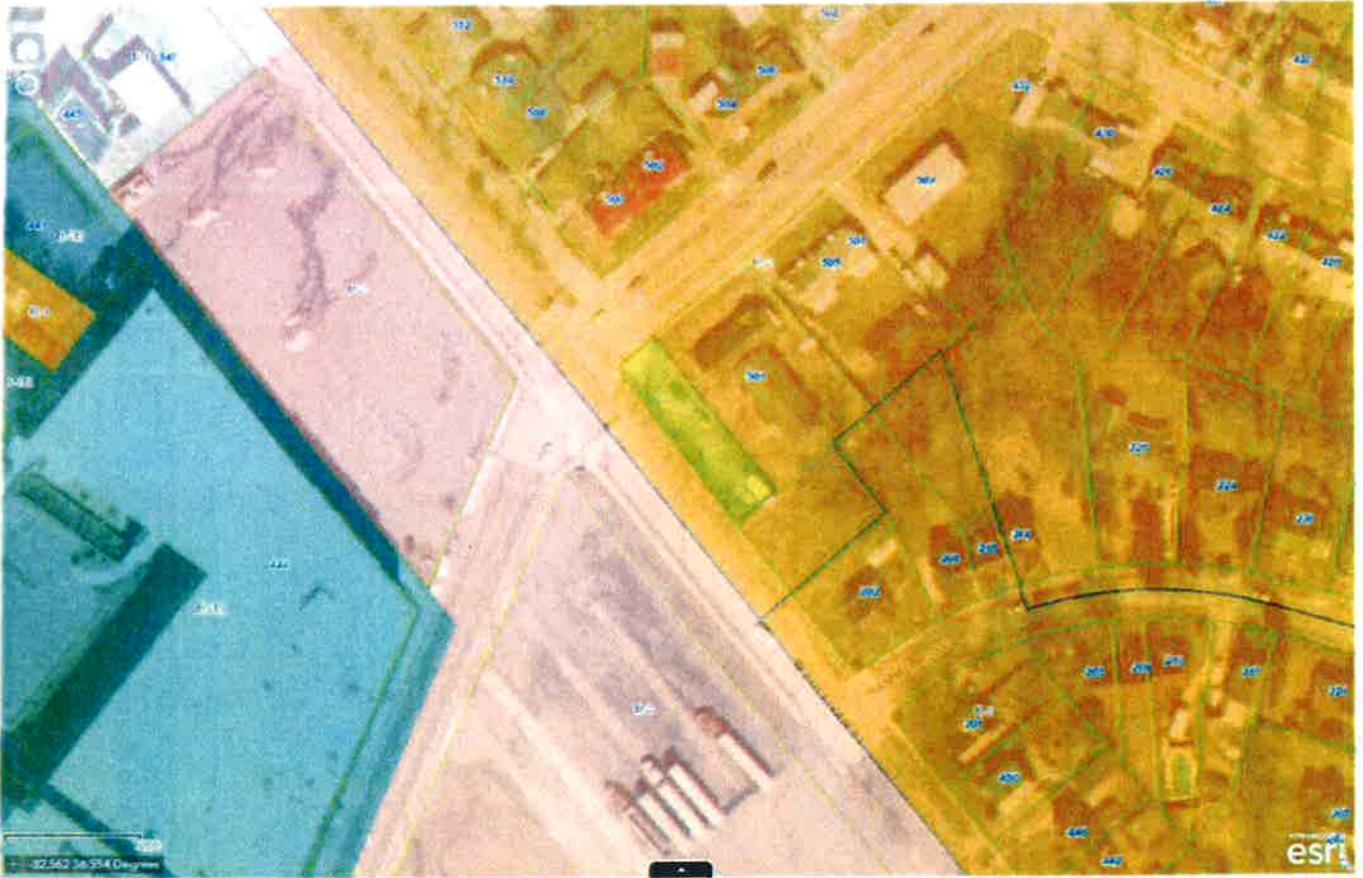
The request has been reviewed by all City Departments and Local Utility Providers. All City Departments have approved the request as there are no city utilities within the area.

Staff recommends approval of the vacating of a portion of the right-of-way as city staff sees no future use for the property.

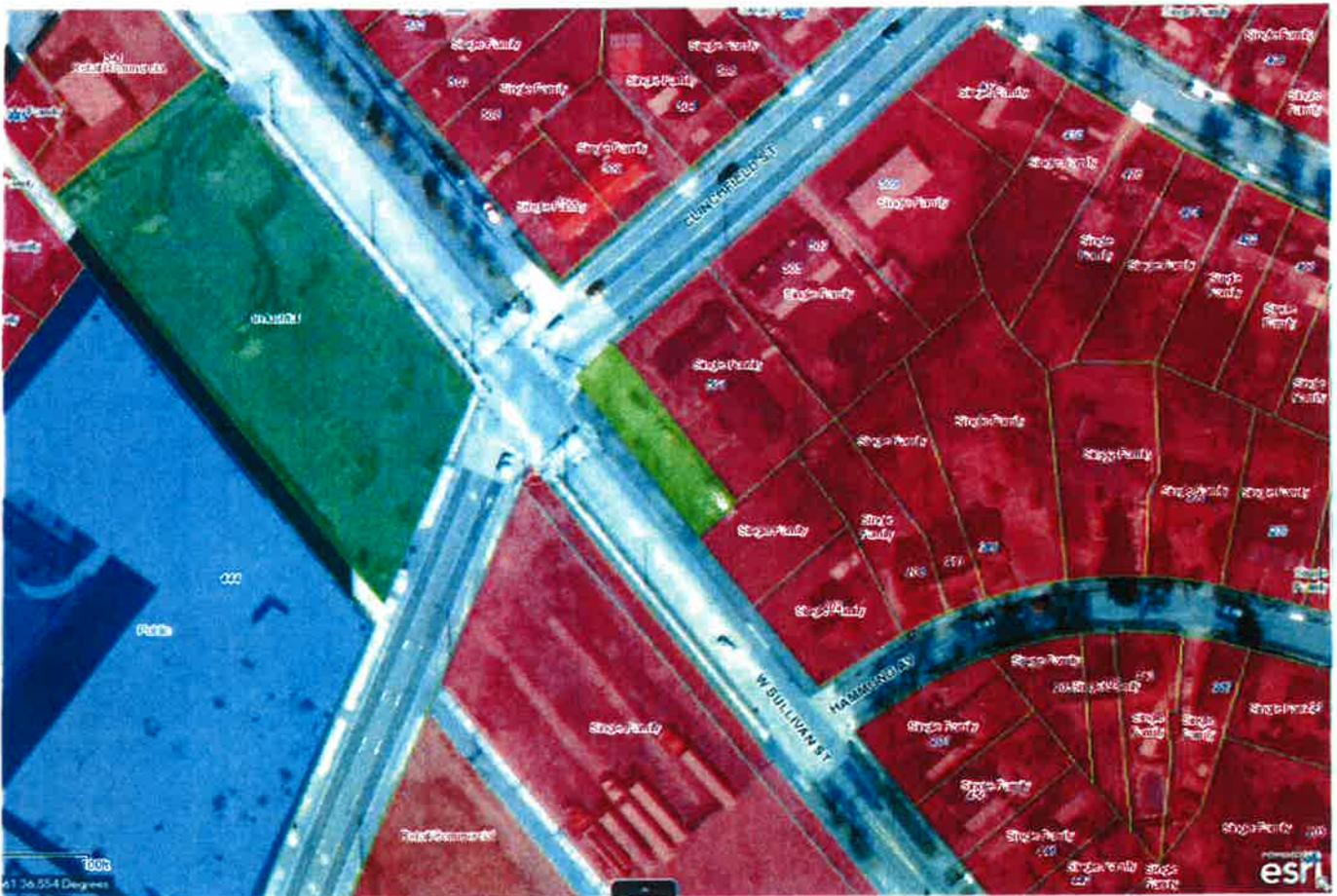
Location



Zoning



Future Land Use



Prepared by Kingsport Planning Department for the
Kingsport Regional Planning Commission Meeting on May 16, 2019

Aerial With Utilities



Photos of Site





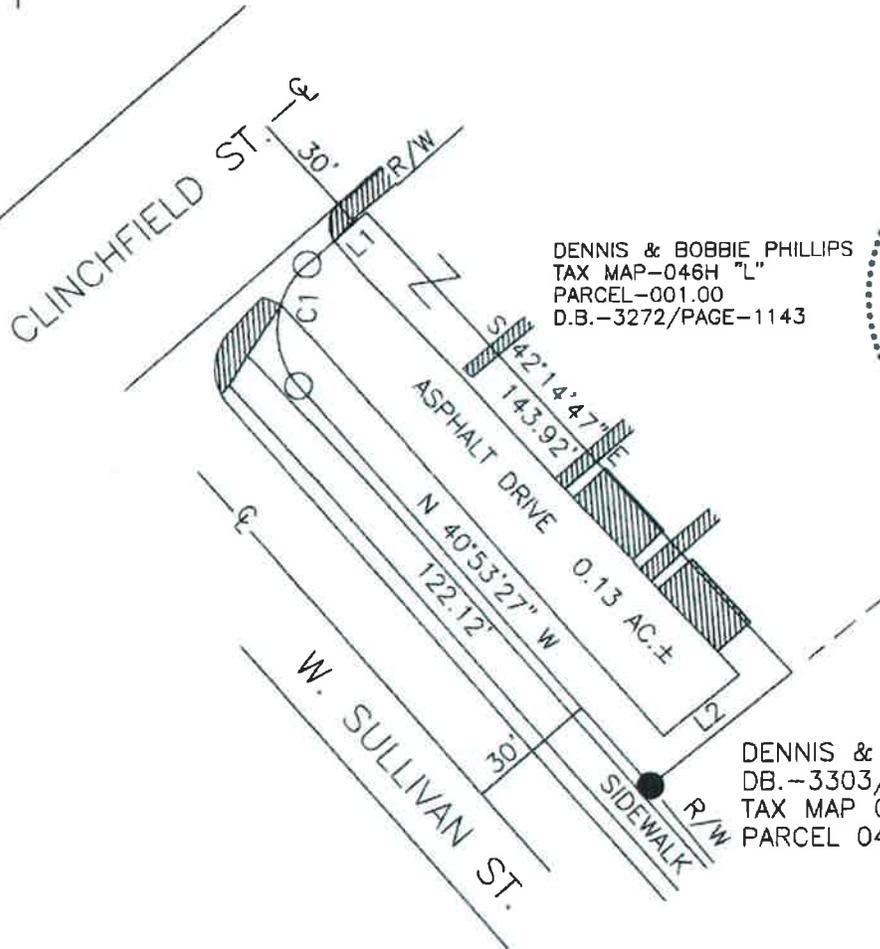
RECOMMENDATION:

Staff recommends sending a favorable recommendation to the Board of Mayor and Alderman for the vacating of a portion of the right-of-way as city staff sees no future use for the property, it will continue to function with its current use for the foreseeable future, and it provides a consistent ROW for this portion of Sullivan Street.

NORTH RECONCILED TO
GRID NORTH



Beginning at an iron pin found in the right-of-way of W. Sullivan Street, common corner of Phillips parcel 045.00, thence with the proposed new right-of-way of W. Sullivan Street N40°53'27"W a distance of 67.15', to the intersection of W Sullivan Street, and Clinchfield Street; thence with the right-of-way of Clinchfield Street, a curve to the right having a radius of 20.00' and an arc length of 31.13', and a chord of N03°41'44"E 28.08', thence N48°16'56"E a distance of 18.05' to the existing corner of Phillips, parcel 001.00, thence with the line of Phillips, parcel 001.00 S42°14'47"E a distance of 143.92' to the property of Phillips parcel 045.00, thence with Phillips line S51°12'31"W a distance of 41.19' to the Beginning, containing 0.13 Ac.± and being a portion of right-of-way owned by the City of Kingsport.



DENNIS & BOBBIE PHILLIPS
TAX MAP-046H "L"
PARCEL-001.00
D.B.-3272/PAGE-1143



DENNIS & BOBBY PHILLIPS
DB.-3303/PG.-1426
TAX MAP 046H "L"
PARCEL 045.00

LEGEND

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	20.00'	31.13'	28.08'	N 03°41'44" E	89°10'24"
LINE	BEARING	DISTANCE			
L1	N 48°16'56" E	18.05'			
L2	S 51°12'31" W	41.19'			

- Iron Rod Old
- Iron Rod New

SURVEY BY: CHARLES T. JOHNSON JR
NUMBER: 2405
PROJECT:19129
DATE:06/24/2019

I HEREBY CERTIFY THAT THIS IS A CATEGORY I SURVEY AND THE RATIO OF PRECISION OF THE UNADJUSTED SURVEY IS 1:10000 AS SHOWN HEREON.



<p>W SULLIVAN STREET KINGSPORT, TN 37660</p>	<p>KINGSPORT TO PHILLIPS RIGHT-OF-WAY ABANDONMENT</p>	DATE: 06/24/2019
		SCALE: 1"=40'
		DRAWN BY: TOMMY JOHNSON



AGENDA ACTION FORM

Vacate a Portion of Buckingham Ct. Right-of-Way

To: Board of Mayor and Aldermen
From: Chris McCartt, City Manager *CM*

Action Form No.: AF-168-2019
Work Session: July 15, 2019
First Reading: July 16, 2019

Final Adoption: August 6, 2019
Staff Work By: Nathan Woods
Presentation By: Nathan Woods

Recommendation:

- Hold public hearing
- Approve Ordinance vacating a portion of Buckingham Ct. Right-of-Way

Executive Summary:

This is a request, from the owner of a vacant lot on Buckingham Ct., to vacate a portion of Right-of-Way adjacent to Buckingham Ct. The area of request is approximately 8,500 square feet and is currently vacant. The purpose of this vacating is to allow for a portion of a new driveway to be constructed within the current Right-of-Way when a home is constructed on the vacant lot. During their June 20, 2019 regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation to the Board of Mayor and Alderman. The notice of Public Hearing was published on June 28th, 2019.

Attachments:

1. Notice of Public Hearing
2. Ordinance
3. Legal Description
4. Staff Report

	<u>Y</u>	<u>N</u>	<u>O</u>
Adler	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—

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, July 16, 2019, to consider vacating of a portion of Buckingham Ct. right-of-way. 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 vacating is generally described as follows:

Beginning at a point, said point being in the right-of-way and common corner of Tax Map 047F Group C Parcel 13, thence continuing in a southeasterly direction approximately 193 feet to a point, said point being the southwesterly corner of Tax Map 047F Group C Parcel 13 and the edge of right-of-way of Buckingham Ct.; thence continuing in a southwesterly direction approximately 40 feet along the southerly edge of right of way of Buckingham Court and continuing with the northerly edge of Tax Map 047 Parcel 024.90 to a point; said point being the southeasterly corner of Tax Map 047F Group B Parcel 026.00 and the edge of right of way of Buckingham Ct.; thence in a northwesterly direction approximately 143.10 feet to a point, said point being the along the border of Tax Map 047F Group B Parcel 026.00, 50 feet from the right-of-way; thence continuing in a northeasterly direction approximately 65 feet to a point, said point being the point of BEGINNING, and being a portion of parcel 047F Group C Parcel 13 as shown on the February 1990 Sullivan County Tax Maps.

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 Office for inspection. Additional information concerning this proposal may be obtained by contacting the Kingsport Planning Division of the Development Services Department, telephone 423-224-2482

CITY OF KINGSPORT
Angie Marshall, Deputy City Clerk
P1T: 06/28/2019

ORDINANCE NO. _____

AN ORDINANCE TO VACATE A PORTION OF BUCKINGHAM CT. RIGHT-OF-WAY SITUATED IN THE CITY, ELEVENTH CIVIL DISTRICT OF SULLIVAN COUNTY; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

WHEREAS, after due investigation and careful consideration at a meeting held on June 20, 2019, the Kingsport Regional Planning Commission has determined that the public interest of the city is best served and warrants vacating the portion of Buckingham Ct. right-of-way described herein, and that no future use of the same for right-of-way purposes is reasonably anticipated; and

WHEREAS, as a result of its action at the meeting held on June 20, 2019, the Kingsport Regional Planning Commission recommends to the board of mayor and aldermen to vacate for the right-of-way described herein.

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

SECTION I. The city hereby vacates and closes to public use a portion of Buckingham Ct right-of-way within the City of Kingsport, 11th Civil District of Sullivan County, Tennessee, which for purposes of this vacation is further described as follows:

Beginning at a point, said point being in the right-of-way and common corner of Tax Map 047F Group C Parcel 13, thence continuing in a southeasterly direction approximately 193 feet to a point, said point being the southwesterly corner of Tax Map 047F Group C Parcel 13 and the edge of right-of-way of Buckingham Ct.; thence continuing in a southwesterly direction approximately 40 feet along the southerly edge of right of way of Buckingham Court and continuing with the northerly edge of Tax Map 047 Parcel 024.90 to a point; said point being the southeasterly corner of Tax Map 047F Group B Parcel 026.00 and the edge of right of way of Buckingham Ct.; thence in a northwesterly direction approximately 143.10 feet to a point, said point being the along the border of Tax Map 047F Group B Parcel 026.00, 50 feet from the right-of-way; thence continuing in a northeasterly direction approximately 65 feet to a point, said point being the point of BEGINNING, and being a portion of parcel 047F Group C Parcel 13 as shown on the February 1990 Sullivan County Tax Maps.

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

PATRICK W. SHULL, MAYOR

ATTEST:

SID COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

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

Legal Description

Beginning at a point, said point being in the right-of-way and common corner of Tax Map 047F Group C Parcel 13, thence continuing in a southeasterly direction approximately 193 feet to a point, said point being the southwesterly corner of Tax Map 047F Group C Parcel 13 and the edge of right-of-way of Buckingham Ct.; thence continuing in a southwesterly direction approximately 40 feet along the southerly edge of right of way of Buckingham Court and continuing with the northerly edge of Tax Map 047 Parcel 024.90 to a point; said point being the southeasterly corner of Tax Map 047F Group B Parcel 026.00 and the edge of right of way of Buckingham Ct.; thence in a northwesterly direction approximately 143.10 feet to a point, said point being the along the border of Tax Map 047F Group B Parcel 026.00, 50 feet from the right-of-way; thence continuing in a northeasterly direction approximately 65 feet to a point, said point being the point of BEGINNING, and being a portion of parcel 047F Group C Parcel 13 as shown on the February 1990 Sullivan County Tax Maps.

PROPERTY INFORMATION

Right-of-Way Vacating

ADDRESS	Buckingham Ct
DISTRICT, LAND LOT	Sullivan County 11th Civil District, TM 47F Parcel 013.00
OVERLAY DISTRICT	R-1B
PROPOSED ZONING	No Change
ACRES +/-	0.7
EXISTING USE	Residential
PROPOSED USE	Residential

PETITIONER 1:

INTENT

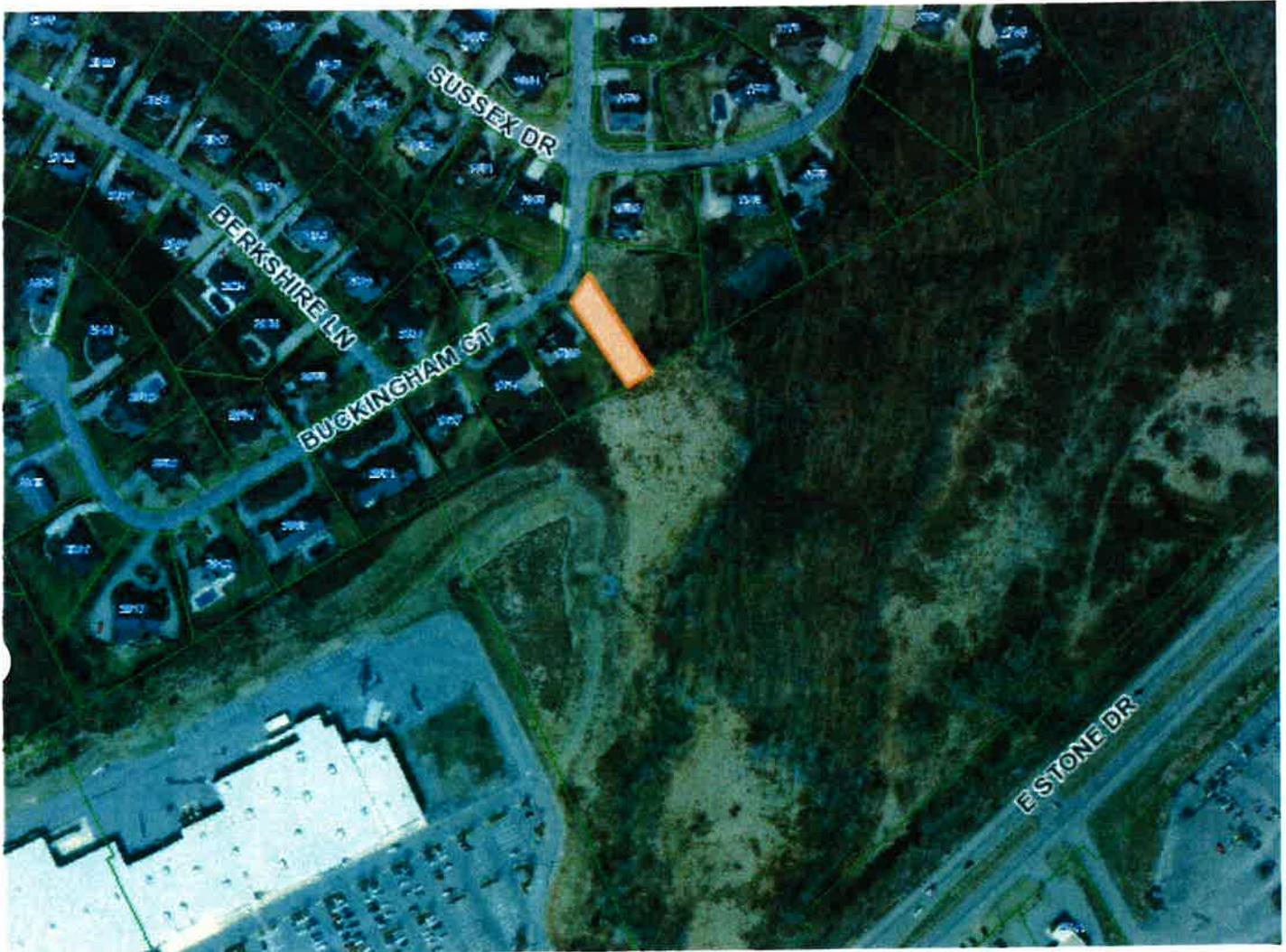
The applicant is requesting that the portion of the right-of-way be vacated by the City of Kingsport. The purpose for the request is for the owner to be able to use a portion of the ROW as a driveway entrance to a home to be built on the site.

The area requested to be vacated is approximately 8,500 square feet.

The request has been reviewed by all City Departments and Local Utility Providers. All City Departments have approved the request as there are no city utilities within the area.

Staff recommends approval of the vacating of a portion of the right-of-way as city staff sees no future use for the property.

Location



Zoning



Future Land Use



Aerial With Utilities



Photos of Site







RECOMMENDATION:

Staff recommends sending a favorable recommendation to the Board of Mayor and Alderman for the vacating of this portion of right-of-way as city staff sees no future use for the property.



AGENDA ACTION FORM

Amend the FY 2020 the General Purpose School Fund and the General Project Fund Budgets

To: Board of Mayor and Aldermen
From: Chris McCartt, City Manager *CM*

Action Form No.: AF-174-2019
Work Session: July 15, 2019
First Reading: July 16, 2019

Final Adoption: August 6, 2019
Staff Work By: David Frye
Presentation By: David Frye, Andy True

Recommendation:

Approve the Ordinance.

Executive Summary:

The Board of Education approved fiscal year 2020 budget amendment number one at their meeting on July 9, 2019. This amendment transfers funds from the General Purpose School Fund Unreserved Fund Balance, in the amount of \$1,004,700 to the General Project Fund. These funds will be used to fund the re-roofing of Robinson Middle School. It is planned to reimburse the Unreserved Fund Balance with \$1,000,000 of bonds to be issued this fall. This is necessary in order to have the job completed before winter.

Attachments:

1. Ordinance
2. BOE Budget Amendment Number One – FY 2020

Funding source appropriate and funds are available: *Jp*

	Y	N	O
Adler	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE GENERAL PURPOSE
SCHOOL FUND AND THE GENERAL PROJECTS FUND
BUDGETS FOR THE FISCAL YEAR ENDING JUNE 30, 2020;
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 by increasing the estimated revenue for Fund Balance Appropriations by \$1,004,700 and by increasing the appropriation for Fund Transfers by \$1,004,700. That the General Project Fund Budget be amended by increasing the estimated revenue for the Robinson Middle School Re-Roofing project (GP2020) – Transfers from School Fund by \$1,004,700 and by increasing the appropriations for Construction Contracts by \$1,004,700.

Fund 141: General Purpose School Fund

<u>Revenues:</u>	\$	\$	\$
141-0000-392-0100 Fund Balance Appropriations	115,000	1,004,700	1,119,700
Total:	115,000	1,004,700	1,119,700

<u>Expenditures:</u>			
141-7950-881-0590 Fund Transfers	448,400	1,004,700	1,453,100
Total:	448,400	1,004,700	1,453,100

Fund 311: General Project Fund
Robinson Re-Roofing Project (GP2020)

<u>Revenues:</u>	\$	\$	\$
311-0000-391-2100 Transfers from School Fund	0	1,004,700	1,004,700
Total:	0	1,004,700	1,004,700

<u>Expenditures:</u>			
311,0000-601-2022 Construction Contracts	0	1,004,700	1,004,700
Total:	0	1,004,700	1,004,700

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

PATRICK W. SHULL, Mayor

ATTEST:

SIDNEY H. COX, City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____

July 9, 2019

KINGSPORT CITY SCHOOLS
FISCAL YEAR 2019-2020
BUDGET AMENDMENT NUMBER ONE

GENERAL PURPOSE SCHOOL FUND

FUND BALANCE APPROPRIATION

In the KCS capital plan is the re-roofing of Robinson Middle School. It has been planned to use the proceeds from \$1,000,000 of 2019 bond funds, with any excess to come from the Unreserved Fund Balance. The 2019 bonds will not be issued until this fall. We have received bids for this project and plan on the project being completed this fall. The bond resolution will include a refunding clause that allows us to use the bond funds to repay funds previously appropriated. The costs for this project, including contingency, is \$1,004,700. When the bonds are issued, we will reimburse the Unreserved Fund Balance with \$1,000,000.

It is recommended that the estimate for Fund Balance Appropriations be increased by \$1,004,700.

FUND TRANSFERS

It is recommended that the appropriation for Fund Transfers be increased by \$1,004,700 and that these funds be transferred to the General Project Fund for FY 2020 Robinson Re-roofing Project.

CAPITAL PROJECTS FUND

FY 2020 ROBINSON RE-REROOFING PROJECT.

A capital project will be established to account for the revenue and expenditures for the FY 2020 Robinson Re-roofing Project. The total budget for this project will be \$1,004,700 with funding coming from a transfer from the General Purpose School Fund. It is recommended that the estimated revenue for Transfers from the School Fund and that the appropriation for Construction Contracts be increased by \$1,004,700.



AGENDA ACTION FORM

Budget Adjustment Ordinance for FY20

To: Board of Mayor and Aldermen
 From: Chris McCart, City Manager *CM*

Action Form No.: AF-176-2018
 Work Session: July 15, 2019
 First Reading: July 16, 2019

Final Adoption: August 6, 2019
 Staff Work By: Judy Smith
 Presentation By: Chris McCart

Recommendation:

Approve the Ordinance.

Executive Summary:

The budget adjustment ordinance will appropriate \$200,000 from the General Fund - Fund Balance to purchase Police Equipment for special events.

Attachments:

- 1. Ordinance

Funding source appropriate and funds are available: *je*

	Y	N	O
Adler	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE GENERAL FUND AND
GENERAL PROJECT FUND FOR THE YEAR ENDING
JUNE 30, 2020; AND TO FIX THE EFFECTIVE DATE OF
THIS ORDINANCE

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

SECTION I. That the General Fund and General Project Fund budgets be amended by appropriating \$200,000 from the General Fund – Fund Balance to the Police Equipment Project (GP2019).

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Fund 110: General Fund			
Revenues:			
110-0000-392-0100 Fund Balance Approp.	\$ 0	\$ 200,000	\$ 200,000
Totals:	0	200,000	200,000

Fund 110: General Fund			
Expenditures:			
110-4804-481-7036 General Project Fund	\$ 1,033,750	\$ 200,000	\$ 1,233,750
Totals:	1,033,750	200,000	1,233,750

Fund 311: General Project Fund			
Police Equipment (GP2019)			
Revenues:			
311-0000-391-0100 From General Fund	\$ 0	\$ 200,000	\$ 200,000
Totals:	0	200,000	200,000

Expenditures:			
311-0000-601-3020 Operating Supplies & Tools	\$ 0	\$ 35,000	\$ 35,000
311-0000-601-9006 Purchases Over \$5,000	0	165,000	165,000
Totals:	0	200,000	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.

PATRICK W. SHULL, Mayor

ATTEST:

SIDNEY H. COX, City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING:

PASSED ON 2ND READING:



AGENDA ACTION FORM

Enter into a Materials Agreement with The Edinburgh Group, LLC Related to the Cottages at Edinburgh Phase 1 of the Edinburgh Development and an Ordinance to Appropriate the Funds

To: Board of Mayor and Aldermen
From: Chris McCartt, City Manager *cm*

Action Form No.: AF-157-2019
Work Session: July 15, 2019
First Reading: July 16, 2019

Final Adoption: August 6, 2019
Staff Work By: David Harris
Presentation By: R. McReynolds

Recommendation:

Approve the 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, The Edinburgh Group, LLC has requested that the proposed Cottages at Edinburgh Phase 1 of the Edinburgh Development, be allowed to participate in the materials agreement program. The total amount of the agreement is proposed at \$12,752.16 for a new thirteen (13) lot development.

To date, including this development, the program has supported 851 new/proposed lots within the City of Kingsport. Of those lots, 526 Building Permits and 450 Certificates of Occupancy have been issued to date.

Attachments:

- 1. Ordinance
- 2. Agreement
- 3. Cost Table
- 4. Location Maps
- 5. Development Chart

Funding source appropriate and funds are available: *pc*

	Y	N	O
Adler	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE WATER AND SEWER PROJECT FUNDS BY TRANSFERRING FUNDS TO THE COTTAGES AT EDINBURGH PHASE 1 MATERIALS AGREEMENT PROJECTS (WA2050 AND SW2050); AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Water Fund project and the Sewer Fund project budgets be amended by decreasing the funds transferred from the Water Fund operating budget by \$7,269 and by decreasing the funds transferred from the Sewer Fund operating budget by \$4,377 to the Cottages Edinburgh Development Phase 1 projects (WA2050 and SW2050) to fund the materials agreement.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Water Project Fund:451			
Cottages at Edinburgh Phase 1 (WA2050)			
Revenues			
451-0000-391-4500 From the Water Fund	0	7,269	7,269
Totals:	0	7,269	7,269
Expenditures:			
451-0000-605-9003 Improvements	0	7,269	7,269
Totals:	0	7,269	7,269

Account Number/Description:			
Sewer Project Fund:452			
Cottages at Edinburgh Phase1 (SW2050)			
Revenues			
452-0000-391-4200 From the Sewer Fund	0	4,377	4,377
Totals:	0	4,377	4,377
Expenditures:			
452-0000-606-9003 Improvements	0	4,377	4,377
Totals:	0	4,377	4,377

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.

PATRICK W. SHULL, Mayor

ATTEST:

SIDNEY H. COX
City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____

MATERIALS AGREEMENT

This AGREEMENT, made and entered into on this 23 day of July, 2019, by and between The Edinburgh Group, LLC. 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 Cottages at Edinburgh Phase 1, 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 235 LFT of Waterline and 486 LFT of Sanitary Sewer Line to construct.
3. The estimated cost of the materials listed in paragraph 2 above is approximately \$12,752.16. 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

Patrick W. Shull, Mayor

Attest:

Approved as to form:

James Demming, City Recorder

J. Michael Billingsley, City Attorney

THE COTTAGES AT EDINBURGH - PHASE 1 THE EDINBURGH GROUP, LLC.

KINGSPORT, SULLIVAN COUNTY, TENNESSEE



LOCATION MAP
R.T.3



SULLIVAN COUNTY
TENNESSEE

INDEX OF SHEETS

SHEET NO.	SHEET TITLE
1	COVER
SP-1	ROADWAY AND CIRCULAR DETAILS
SP-2	OVERALL SITE PLAN
SP-3	SITE ROADWAY LAYOUT AND STANDING PLANK AND SITE GRADING AND STORM SEWER UTILITIES PLAN
SP-4	STREET PROFILES AND UTILITIES PROFILES - STORM SEWER
SP-5	SITE STORM DETAILS
SP-6	SEWATARY SEWER UTILITIES PLAN
SP-7	STREET PROFILES AND UTILITIES PROFILES - SEWATARY SEWER
SP-8	SITE UTILITIES DETAILS - WATER
SP-9	WATER UTILITIES PLAN
SP-10	SITE UTILITIES DETAILS - WATER
SP-11	EROSION CONTROL PLAN AND EROSION CONTROL DETAILS
SP-12	SWPPP NARRATIVE AND RECORD SET LOGS



**SPODEN & WILSON
CONSULTING ENGINEERS**
480 CLAY STREET
KINGSPORT, TENNESSEE 37680
Phone: (423) 248-1181 Fax: (423) 248-0882
email: sweng@spodenwilson.com

SET NO. _____
REVISION NO. 2 05-09-1028
FILE NO. 617



SPODEN & WILSON
CONSULTING ENGINEERS
 430 CLAY STREET
 EDINBURGH, MISSOURI 65110
 Phone: 417-485-1818 Fax: 417-485-0182
 email: sww@spodenwilson.com

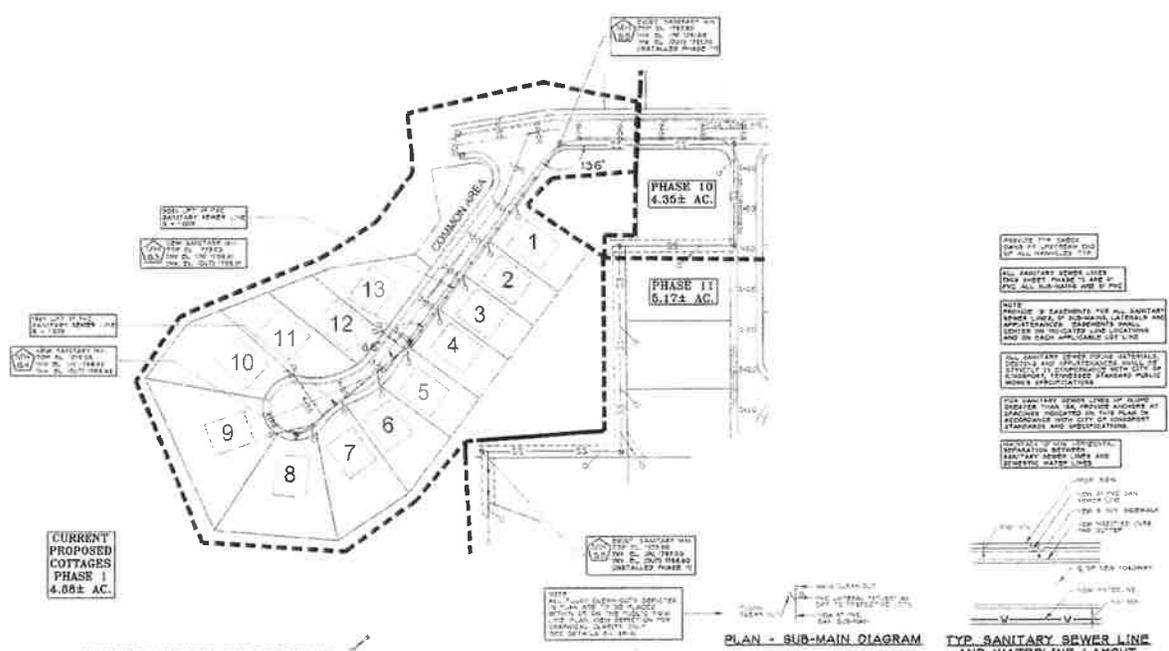
COTTAGES AT EDINBURGH - PHASE I
 SANITARY SEWER UTILITIES PLAN
THE EDINBURGH GROUP, LLC

SANITARY SEWER PLAN

SHEET TITLE

DATE: 08/20/2009
 FILE NO.: 09-0000
 DATE: 08/20/2009
 SHEET NO.: 11
 TOTAL SHEETS: 12
 PROJECT: COTTAGES AT EDINBURGH - PHASE I

SP-6



CURRENT PROPOSED COTTAGES PHASE I
 4.08± AC.

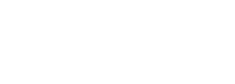
SANITARY SEWER UTILITIES PLAN

- NOTES:**
1. SANITARY SEWER MAINS TO BE MAIN BOOK CLASS PUC IN ACCORDANCE WITH THE CITY OF EDINBURGH, MISSOURI STANDARDS.
 2. PROVIDE FURNISH SANITARY SEWER CLEANOUTS AT EDGE OF EACH PARCELS LINE PER CITY OF EDINBURGH, MISSOURI STANDARDS.
 3. PROVIDE FURNISH SANITARY SEWER CLEANOUTS AT EDGE OF EACH PARCELS LINE PER CITY OF EDINBURGH, MISSOURI STANDARDS.
 4. ALL SANITARY SEWER MAINS TO BE 12" DIA. WITH AT LEAST 18" COVER.
 5. STREET CLOSINGS MUST BE DONE IN ACCORDANCE WITH CITY OF EDINBURGH, MISSOURI STANDARDS.
 6. PROVIDE PROTECTIVE COVERING FOR ALL SANITARY SEWER MAINS AND CLEANOUTS.
 7. PROVIDE PROTECTIVE COVERING FOR ALL SANITARY SEWER MAINS AND CLEANOUTS.
 8. PROVIDE PROTECTIVE COVERING FOR ALL SANITARY SEWER MAINS AND CLEANOUTS.
 9. PROVIDE PROTECTIVE COVERING FOR ALL SANITARY SEWER MAINS AND CLEANOUTS.
 10. PROVIDE PROTECTIVE COVERING FOR ALL SANITARY SEWER MAINS AND CLEANOUTS.
 11. PROVIDE PROTECTIVE COVERING FOR ALL SANITARY SEWER MAINS AND CLEANOUTS.
 12. PROVIDE PROTECTIVE COVERING FOR ALL SANITARY SEWER MAINS AND CLEANOUTS.
 13. PROVIDE PROTECTIVE COVERING FOR ALL SANITARY SEWER MAINS AND CLEANOUTS.

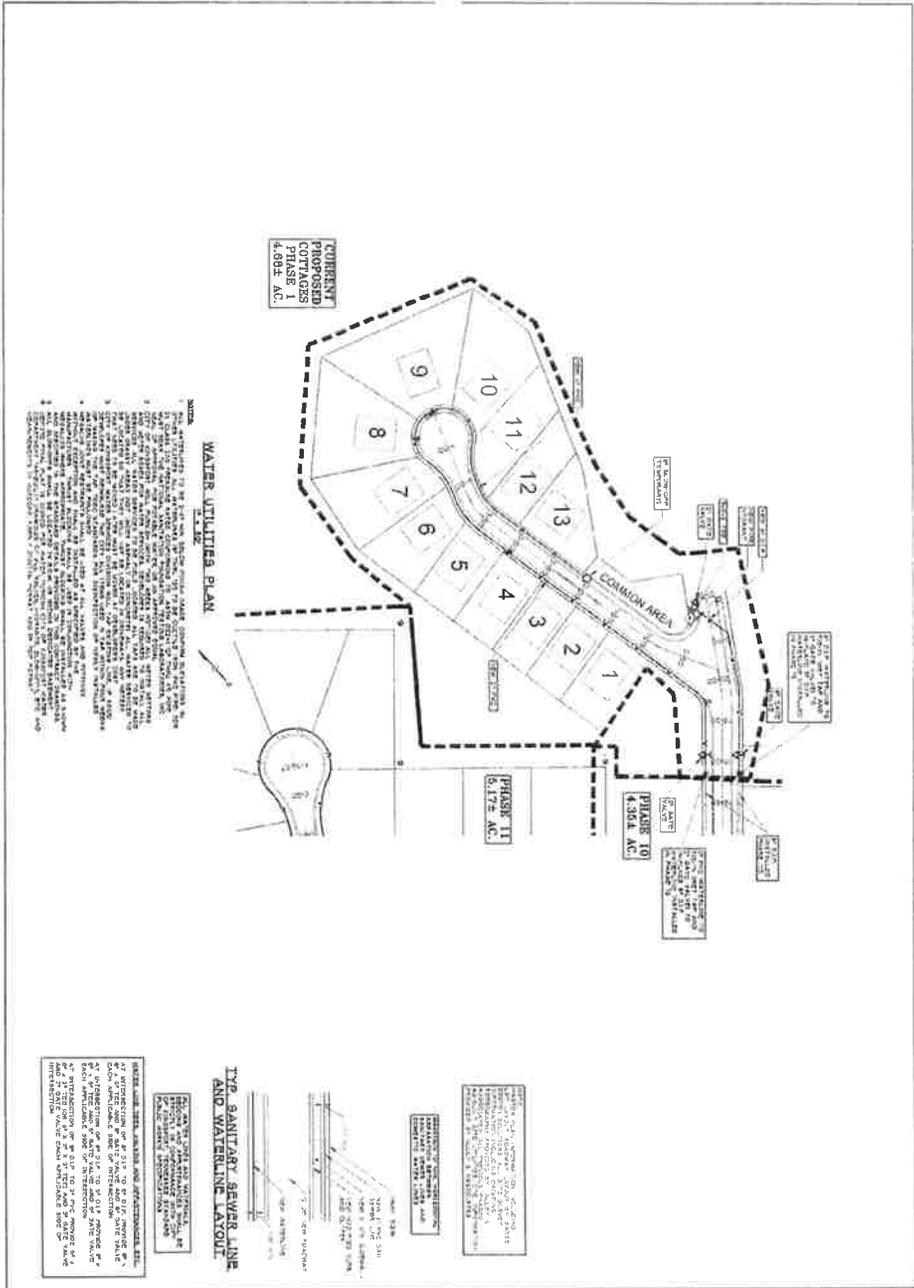
LINE NO.	START STATION	END STATION	LENGTH (FEET)	DIAMETER (INCHES)	DEPTH (FEET)	COVER (FEET)	CONCRETE	PIPE	MANHOLE	CLEANOUT
1	0+00	0+10	10	12	4.0	1.0	CONCRETE	PIPE	MANHOLE	CLEANOUT
2	0+10	0+20	10	12	4.0	1.0	CONCRETE	PIPE	MANHOLE	CLEANOUT
3	0+20	0+30	10	12	4.0	1.0	CONCRETE	PIPE	MANHOLE	CLEANOUT
4	0+30	0+40	10	12	4.0	1.0	CONCRETE	PIPE	MANHOLE	CLEANOUT
5	0+40	0+50	10	12	4.0	1.0	CONCRETE	PIPE	MANHOLE	CLEANOUT
6	0+50	0+60	10	12	4.0	1.0	CONCRETE	PIPE	MANHOLE	CLEANOUT
7	0+60	0+70	10	12	4.0	1.0	CONCRETE	PIPE	MANHOLE	CLEANOUT
8	0+70	0+80	10	12	4.0	1.0	CONCRETE	PIPE	MANHOLE	CLEANOUT
9	0+80	0+90	10	12	4.0	1.0	CONCRETE	PIPE	MANHOLE	CLEANOUT
10	0+90	1+00	10	12	4.0	1.0	CONCRETE	PIPE	MANHOLE	CLEANOUT
11	1+00	1+10	10	12	4.0	1.0	CONCRETE	PIPE	MANHOLE	CLEANOUT
12	1+10	1+20	10	12	4.0	1.0	CONCRETE	PIPE	MANHOLE	CLEANOUT
13	1+20	1+30	10	12	4.0	1.0	CONCRETE	PIPE	MANHOLE	CLEANOUT

* SEWER EXISTING MANHOLE INSTALLED IN PREVIOUS PHASES

TYP. SANITARY SEWER LINE AND WATERLINE LAYOUT



NOTE: THIS PLAN IS A PRELIMINARY DESIGN AND SHOULD BE USED AS A GUIDE ONLY. THE FINAL DESIGN SHALL BE DETERMINED BY THE CITY OF EDINBURGH, MISSOURI STANDARDS AND SPECIFICATIONS.



SP-9	SHEET TITLE	COTTAGES AT EDINBURGH - PHASE I		SPODEN & WILSON CONSULTING ENGINEERS 430 CLAY STREET KINGSPOINT, TENNESSEE 37660 Phone: 423-245-1101 Fax: 423-245-0882 email: swilson@spodenwilson.com
	WATER UTILITIES PLAN	EDINBURGH I	11.01.11	
		THE EDINBURGH GROUP, LLC		
		DATE: 11.01.11	SHEET: 11 OF 11	

City of Kingsport
MATERIALS AGREEMENT

Developer	Development	Proposed Lots/Development	Agreement Amt.	Date	Bldg. Permits	CO's	Status
Butch Rose	Hillcrest Heights	6	\$5,140.09	06/19/07	3	3	Closed
	Windridge Phase IV	40	\$92,202.29	04/15/08	15	15	Closed
Jeff McKee	Settler's Ridge Phase I	41	\$45,344.29	03/20/07	Total of 7	7	Closed
	Settler's Ridge Phase II	7	\$18,822.89	11/06/07			Closed
Edinburgh Group LLC	Edinburgh Phase I, Section 1	32	\$42,867.62	02/19/07	Total of 198	176	Closed
	Edinburgh Phase I, Section 2	15	\$25,205.92	04/17/07			Closed
	Edinburgh Phase 2, Section 1A	6	\$2,852.48	02/02/10			Closed
	Edinburgh Phase 2, Section 2	6	\$11,976.02	11/18/10			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			Closed
	Edinburgh Phase VII	20	\$27,552.51	6/2/2015			Closed
	Edinburgh Phase 9	6	\$5,917.93	5/5/2016			Open
	Edinburgh Phase 10	10	\$36,265.22	3/1/2017			Open
	Edinburgh South Phase I	23	\$36,694.42	11/1/2016			Open
Petzoldt	Old Island Phase II	59	\$118,027.86	05/06/08	40	35	Closed
John Nottingham	Riverwatch	29	\$47,605.13	04/15/08	22	14	Closed
Harold Slemph & Jack McMurray	Villas at Andover - Polo Fields	104	\$76,522.72	08/07/07	53	36	Closed
George Hunt	Hunts Crossing Phase II	22	\$18,375.20	04/15/08	6	5	Closed
Rob McLean	Anchor Point	80	\$72,552.51	07/15/08	38	34	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 51	45	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	42	40	Closed
Gary Alexander	Riverbend Phase I	15	\$65,938.71	02/03/09	10	0	Closed
	Riverbend - Epcon Phase II	9	\$33,171.54	02/01/11			Closed
Leonard & Cynthia Gerber	St. Andrew's Garth Phase I	40	\$34,049.03	03/16/10	8	8	Closed
Jane Karst	Jane Karst Subdivision	4	\$4,100.78	09/20/11			Closed
M & M Builders	Brookton Park Subdivision	7	\$2,145.88	09/20/11	7	7	Closed
Vic Davis	The Summit at Preston Park Ph. 3	20	\$79,327.82	12/03/13	3	2	Closed
TOTAL		851	\$1,343,628.80		526	450	

Revised 07/02/19



AGENDA ACTION FORM

Accept the State of Tennessee Department of Health Project Diabetes Grant and Appropriate Funds

To: Board of Mayor and Aldermen
From: Chris McCartt, City Manager *CM*

Action Form No.: AF-161-2019
Work Session: July 1, 2019
First Reading: July 2, 2019

Final Adoption: July 16, 2019
Staff Work By: Robin Dimona
Presentation By: Chris McCartt

Recommendation:

Approve the Ordinance to appropriate funds for the State of TN Department of Health, Project Diabetes Grant.

Executive Summary:

The State of TN Department of Health has awarded the City of Kingsport, Parks and Recreation, a \$450,000 grant for the Lynn View Diabetes Project. The intent is to move the needle towards a Healthier Tennessee. Grant funding of \$150,000 per year will be distributed over a three-year cycle with no match required. Funding will improve infrastructure components to the Lynn View Grounds by adding new infrastructure amenities to the park. Infrastructure improvements include the construction of a new walking track, a fitness playground, and construction of a new basketball court. Physical activity is critical not only for optimal weight but also for physical and cognitive development in childhood.

Grant funds will be appropriated to Lynn View Project Diabetes.

Attachments:

Ordinance

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

	<u>Y</u>	<u>N</u>	<u>O</u>
Adler	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—



AGENDA ACTION FORM

Accept the State of Tennessee Department of Health Project Diabetes Grant and Appropriate Funds

To: Board of Mayor and Aldermen
From: Chris McCartt, City Manager *CM*

Action Form No.: AF-161-2019
Work Session: July 1, 2019
First Reading: July 2, 2019

Final Adoption: July 16, 2019
Staff Work By: Robin Dimona
Presentation By: Chris McCartt

Recommendation:

Approve the Ordinance to appropriate funds for the State of TN Department of Health, Project Diabetes Grant.

Executive Summary:

The State of TN Department of Health has awarded the City of Kingsport, Parks and Recreation, a \$450,000 grant for the Lynn View Diabetes Project. The intent is to move the needle towards a Healthier Tennessee. Grant funding of \$150,000 per year will be distributed over a three-year cycle with no match required. Funding will improve infrastructure components to the Lynn View Grounds by adding new infrastructure amenities to the park. Infrastructure improvements include the construction of a new walking track, a fitness playground, and construction of a new basketball court. Physical activity is critical not only for optimal weight but also for physical and cognitive development in childhood.

Grant funds will be appropriated to Lynn View Project Diabetes.

Attachments:

Ordinance

Funding source appropriate and funds are available: *je*

	<u>Y</u>	<u>N</u>	<u>O</u>
Adler	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Oltzman	—	—	—
Phillips	—	—	—
Shull	—	—	—

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE GENERAL PROJECT FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM THE TENNESSEE DEPARTMENT OF HEALTH FOR THE YEAR ENDING JUNE 30, 2020; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Project Fund budget be amended by appropriating grant funds received from the Tennessee Department of Health in the amount of \$450,000 to the Lynn View Project Diabetes (GP2019). The grant funds will be distributed over a three year period and does not require a local match.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Fund 311: General Project Fund			
Lynn View Project Diabetes (GP2019)			
<u>Revenues:</u>			
311-0000-332-8700 TN. Dept. of Health	\$ 0	\$ 450,000	\$ 450,000
Totals:	0	450,000	450,000
<u>Expenditures:</u>			
311-0000-601-3020 Operating Supplies & Tools	0	13,000	13,000
311-0000-601-9003 Improvements	0	437,000	437,000
Totals:	0	450,000	450,000

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

ATTEST:

PATRICK W. SHULL, Mayor

ANGIE MARSHALL
Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____



AGENDA ACTION FORM

Enter into a Memorandum of Understanding – Relocation Agreement with Kingsport Power Company (dba AEP) for Relocation of the Existing Line Associated with Main Street Redevelopment

To: Board of Mayor and Aldermen
 From: Chris McCartt, City Manager *CM*

Action Form No.: AF-140-2019
 Work Session: July 1, 2019
 First Reading: July 2, 2019

Final Adoption: July 16, 2019
 Staff Work By: Michael Thompson
 Presentation By: Ryan McReynolds

Recommendation: Approve the Budget Ordinance and Resolution.

Executive Summary:

In keeping with the City’s long term efforts as described in the Downtown Kingsport Gateway Development Plan, VISCOR and the Model City Coalition; the City has made a concerted effort to improve the Corridor leading from I-26 to Downtown. Recently, this effort has manifest itself in two (2) projects affecting Main Street that are moving quickly toward implementation.

- A. The Main Street Redevelopment Project: This MPO project is near final design with a projected construction date to begin in 2019. All power distribution and communication lines will be relocated and/or undergrounded in this project.
- B. Main Street AEP Transmission Line Relocation Project

On September 4th, 2018 the BMA entered into an Engineering and Design Agreement with AEP to begin the process of relocating the Transmission Lines along Main Street with an estimated construction cost of \$2,283,300.

It is recommended to enter into a Relocation Agreement with Kingsport Power Company (KPC) for the relocation of the existing Transmission Line along Main Street. The estimated amount for the relocation is an amount not to exceed \$2,322,876. A budget ordinance transferring funds from GP1615 in the amount of \$2,237,700 and GP1836 in the amount of \$85,176 to GP2001 is required. This will also allow the closeout of GP1615.

Attachments:

- 1. Ordinance
- 2. Resolution
- 3. Agreement (4 pages)
- 4. Map

Funding source appropriate and funds are available: *JP*

	Y	N	O
Adler	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—



AGENDA ACTION FORM

Enter into a Memorandum of Understanding – Relocation Agreement with Kingsport Power Company (dba AEP) for Relocation of the Existing Line Associated with Main Street Redevelopment

To: Board of Mayor and Aldermen
From: Chris McCartt, City Manager *cm*

Action Form No.: AF-140-2019
Work Session: July 1, 2019
First Reading: July 2, 2019

Final Adoption: July 16, 2019
Staff Work By: Michael Thompson
Presentation By: Ryan McReynolds

Recommendation: Approve the Budget Ordinance.

Executive Summary:

In keeping with the City’s long term efforts as described in the Downtown Kingsport Gateway Development Plan, VISCOR and the Model City Coalition; the City has made a concerted effort to improve the Corridor leading from I-26 to Downtown. Recently, this effort has manifest itself in two (2) projects affecting Main Street that are moving quickly toward implementation.

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Attachments:

- 1. Ordinance
- 2. Agreement (4 pages)
- 3. Map

Funding source appropriate and funds are available: *js*

	Y	N	O
Adler	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—

ORDINANCE NO. _____

AN ORDINANCE TO AMEND VARIOUS PROJECTS FOR
THE YEAR ENDING JUNE 30, 2020; AND TO FIX THE
EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Project Fund budgets be amended by transferring \$2,237,700 from the Indian Trail Drive Extension project (GP1615) and \$85,176 from the Local Roads project (GP1836) to the Main Street Transmission Upgrade project (GP2001) and close project GP1615 after encumbrances have been paid.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
<u>Fund 311: General Project Fund</u>			
<u>Indian Trail Dr. Ext. (GP1615)</u>			
<u>Revenues:</u>	\$	\$	\$
311-0000-368-1040 Series 2011 GO Pub Imp	254,796	0	254,796
311-0000-368-1046 Series 2013B GO Pub Imp	45,000	0	45,000
311-0000-368-1047 Series 2014 A GO Bonds	7,741	0	7,741
311-0000-368-1054 Series 2016 GO (Nov 4)	2,258,464	(2,237,700)	20,764
311-0000-368-2101 Premium From Bond Sale	250,188	0	250,188
311-0000-391-0100 From General Fund	550,845	0	550,845
Totals:	3,367,034	(2,237,700)	1,129,334
<u>Expenditures:</u>	\$	\$	\$
311-0000-601-2023 Arch/Eng/Landscaping	402,386	(896)	401,490
311-0000-601-4041 Bond Sale Expense	34,346	0	34,346
311-0000-601-9001 Land	461,161	(7,404)	453,757
311-0000-601-9003 Improvements	2,469,141	(2,229,400)	239,741
Totals:	3,367,034	(2,237,700)	1,129,334
<u>Fund 311: General Project Fund</u>			
<u>Local Roads (GP1836)</u>			
<u>Revenues:</u>	\$	\$	\$
311-0000-368-1055 Series 2017A GO Bonds	2,635,531	(85,176)	2,550,355
311-0000-368-2101 Premium From Bond Sale	125,022	0	125,022
Totals:	2,760,553	(85,176)	2,675,377

Expenditures:	\$	\$	\$
311-0000-601-2023 Arch/Eng/Landscaping	1,748	11,300	13,048
311-0000-601-4041 Bond Sale Expense	37,199	0	37,199
311-0000-601-9003 Improvements	2,721,606	(96,476)	2,625,130
Totals:	2,760,553	(85,176)	2,675,377

Fund 311: General Project Fund
Main Street Transmission Upgrade (GP2001)

Revenues:	\$	\$	\$
311-0000-368-1054 Series 2016 GO (Nov 4)	0	2,237,700	2,237,700
311-0000-368-1055 Series 2017A GO Bonds	0	85,176	85,176
Totals:	0	2,322,876	2,322,876

Expenditures:	\$	\$	\$
311-0000-601-9003 Improvements	0	2,322,876	2,322,876
Totals:	0	2,322,876	2,322,876

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.

 PATRICK W. SHULL, Mayor

ATTEST:

 SIDNEY H. COX, City Recorder

APPROVED AS TO FORM:

 J. MICHAEL BILLINGSLEY, City Attorney

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN MEMORANDUM OF UNDERSTANDING-RELOCATION AGREEMENT WITH KINGSFORT POWER COMPANY AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, in keeping with the city's long term efforts as described in the Downtown Kingsport Gateway Development Plan, VISCOR, and the Model City Coalition; the city has made a concerted effort to improve the corridor leading from I-26 to downtown; and

WHEREAS, in an effort to improve the streetscape and aesthetics of Main Street, a primary entrance to downtown, the city is rebuilding a portion of Main Street and wants the existing power transmission lines owned by Kingsport Power Company that are on the public right of way relocated resulting in fewer power lines and power poles on the Main Street streetscape; and

WHEREAS, the relocation of the power lines needs to occur prior to the start of the rebuilding of a portion of Main Street; and

WHEREAS, as part of the improvement of Main Street, in September, 2018, the city began the process to relocate the power lines on Main Street, beginning with the engineering and design; and

WHEREAS, to complete the relocation prior to the rebuilding of a portion of Main Street, it is necessary to enter into an agreement with Kingsport Power Company for the relocation of the existing transmission line along Main Street, in an amount not to exceed \$2,322,876.00; and

WHEREAS, funds are available in account number GP2045.

Now therefore,

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

SECTION I. That a Memorandum of Understanding- Relocation Agreement with Kingsport Power Company to relocate the existing transmission lines on Main Street is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the Memorandum of Understanding- Relocation Agreement with Kingsport Power Company (d/b/a AEP) to relocate the existing transmission lines on Main Street 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:

MEMORANDUM OF UNDERSTANDING - RELOCATION AGREEMENT

THIS AGREEMENT made and entered into as of this the _____ day of __, 2019 and between **THE CITY OF KINGSFORT, TENNESSEE** (referred to hereinafter as "THE CITY OF KINGSFORT") and **KINGSFORT POWER COMPANY**, (referred to hereinafter as "KPC").

WHEREAS:

THE CITY OF KINGSPORT has requested KPC to relocate, replace, and/or upgrade the below Structure Numbers, structures supporting KPC's Cumberland-Holston #1 34.5 kV Transmission Power Line and Cumberland-Holston #2 34.5kV Transmission Power Line, located in THE CITY OF KINGSPORT in the County of Sullivan, State of Tennessee.

As described in the Downtown Kingsport Gateway Development Plan, VISCOR, and the Model City Coalition; THE CITY OF KINGSPORT has made a concerted effort to improve the corridor leading from I-26 to downtown; and

In an effort to improve the streetscape and aesthetics of Main Street, which is a primary entrance to downtown, THE CITY OF KINGSPORT is rebuilding a portion of Main Street and wants the existing power transmission lines owned by Kingsport Power Company that are on the public right of way relocated, prior to the rebuilding, resulting in fewer power lines and power poles on the Main Street streetscape; and

To complete the relocation of the powerlines before rebuilding a portion of Main Street, it is necessary for THE CITY OF KINGSPORT to enter into an agreement with Kingsport Power Company for the relocation of the existing transmission lines along Main Street; and

KPC agrees to relocate the said structures and associated line facilities, and such adjacent structures and line facilities as are required, at THE CITY OF KINGSPORT's expense, from the existing location to approximately the location as identified on Exhibit "A" attached and made a part hereof and including permanent vehicular access to said location; and

KPC and THE CITY OF KINGSPORT have agreed to proceed with the relocation in phases; and

In this second and final phase, THE CITY OF KINGSPORT has requested KPC to provide material, contract services and any service necessary to complete the requested relocation; and

Also during this second and final phase, THE CITY OF KINGSPORT shall have procured all the necessary right of way easements to facilitate said relocation.

The parties hereto desire to memorialize their agreement with respect to the requested relocation to be conducted by KPC, and paid for by THE CITY OF KINGSPORT.

Structures to be relocated, replaced, and/or upgraded are as follows:

Cumberland-Holston #1 34.5kV Transmission Line

Relocate: Structures 399-1 through 399-26

Cumberland-Holston #2 34.5kV Transmission Line

Replace: Structures 400-1 through 400-7, and 400-43

Upgrade: Structures 400-37 through 400-42

NOW THEREFORE:

THE CITY OF KINGSPORT AGREES TO:

1. Pay the actual cost associated with relocation of the Existing Line, including all company overheads and expenses associated with said relocation as reasonably incurred and determined by KPC after work is completed. KPC agrees to provide reasonable supporting documentation to THE CITY OF KINGSPORT, which substantiates KPC's final cost. KPC will bill THE CITY OF KINGSPORT for the total amount owed to KPC within one hundred twenty (120) days of completion of the relocation, materials, contract services and any service necessary to complete the requested relocation, and THE CITY OF KINGSPORT will pay such amount to KPC within ninety (90) days of receipt of such invoice.

2. Grant and/or obtain for KPC the right of way and easement for the Transmission Line relocation in accordance with KPC's supplemental transmission easement form attached hereto as Exhibit "B" and incorporated herein by reference. Such easements will vary in right of way width from forty (40') to eighty (80') as determined by AEP Engineering. Should THE CITY OF KINGSPORT be unable to acquire the right of way and easement for the Transmission Line relocation THE CITY OF KINGSPORT may terminate this agreement, and such termination will not be a breach of this agreement, but the city will pay KPC full payment for all services performed or furnished in accordance with this agreement incurred by KPC through the effective date of termination. THE CITY OF KINGSPORT will not use eminent domain proceedings to acquire any right of way or easement.

3. Obtain right of way easements for the line relocation using KPC's standard electric transmission easement form attached thereto as Exhibit "C" and incorporated herein by reference. The standard easement is for areas that are not currently owned by THE CITY OF KINGSPORT which are affected by the relocated transmission line. No changes will be made to the standard KPC form, except those approved in writing by KPC. Should THE CITY OF KINGSPORT be unable to acquire the right of way and easement for line relocation THE CITY OF KINGSPORT may terminate this agreement, and such termination will not be a breach of this agreement, but the city will pay KPC full payment for all services performed or furnished in accordance with this agreement incurred by KPC through the effective date of termination. THE CITY OF KINGSPORT will not use eminent domain proceedings to acquire any right of way or easement.

4. Be solely responsible for paying the cost of acquiring all easements deemed necessary by KPC, including the cost of all title examinations and surveys. Said easements are to include a right of way width predetermined by AEP Engineering.

KPC AGREES TO:

1. Use its best efforts to complete the relocation of the Existing Line based on the completion of the conditions set forth in THE CITY OF KINGSPORT items 1 through 4 above.
2. Use its best efforts to obtain all crossing permits required to cross the CSX railroad.
3. Use its best efforts not to exceed the preliminary cost estimate for the materials and contract services and any service necessary to complete the requested relocation (estimated as \$2,322,876), and based on the completion of the conditions set forth in THE CITY OF KINGSPORT items 1 through 4 above.

KPC AND THE CITY OF KINGSPORT AGREE THAT:

1. This Agreement shall be interpreted in accordance with the laws of the State of Tennessee, without recourse to its conflicts of law provisions.
 2. The Parties will comply with all applicable laws, regulations, and codes governing the work associated with the Relocation.
 3. This Agreement is the sole and only agreement of the Parties relating to the subject matter hereof, and supersedes any prior understandings or written or oral agreements with respect to the subject matter hereof.
 4. No amendment, modification or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the Parties hereto.
 5. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.
- IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date and year first above written.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 16th day of July, 2019.

PATRICK W. SHULL, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MEMORANDUM OF UNDERSTANDING - RELOCATION AGREEMENT

THIS AGREEMENT made and entered into as of this the ____ day of _____, 2019 and between **THE CITY OF KINGSPORT, TENNESSEE** (referred to hereinafter as "THE CITY OF KINGSPORT") and **KINGSPORT POWER COMPANY**, (referred to hereinafter as "KPC").

WHEREAS:

THE CITY OF KINGSPORT has requested KPC to relocate, replace, and/or upgrade the below Structure Numbers, structures supporting KPC's Cumberland-Holston #1 34.5 kV Transmission Power Line and Cumberland-Holston #2 34.5kV Transmission Power Line, located in THE CITY OF KINGSPORT in the County of Sullivan, State of Tennessee. THE CITY OF KINGSPORT intends to develop certain tracts or parcels of real estate located on or around Main Street in Kingsport, Tennessee (which tracts or parcels are referred to hereinafter as the "Development Property"); and

A section of KPC's existing transmission line crosses the planned Development Property in an area in which THE CITY OF KINGSPORT intends to develop and/or will require access for the planned development; and

KPC agrees to relocate the said structures and associated line facilities, and such adjacent structures and line facilities as are required, at THE CITY OF KINGSPORT's expense, from the existing location to approximately the location as identified on Exhibit "A" attached and made a part hereof and including permanent vehicular access to said location; and

KPC and THE CITY OF KINGSPORT have agreed to proceed with the relocation in phases; and

In this second and final phase, THE CITY OF KINGSPORT has requested KPC to provide material, contract services and any service necessary to complete the requested relocation; and

Also during this second and final phase, THE CITY OF KINGSPORT shall have procured all the necessary right of way easements to facilitate said relocation.

The parties hereto desire to memorialize their agreement with respect to the requested relocation to be conducted by KPC, and paid for by THE CITY OF KINGSPORT.

Structures to be relocated, replaced, and/or upgraded are as follows:

Cumberland-Holston #1 34.5kV Transmission Line

Relocate: Structures 399-1 through 399-26

Cumberland-Holston #2 34.5kV Transmission Line

Replace: Structures 400-1 through 400-7, and 400-43

Upgrade: Structures 400-37 through 400-42

NOW THEREFORE:

THE CITY OF KINGSPORT AGREES TO:

1. Pay the actual cost associated with relocation of the Existing Line, including all company overheads and expenses associated with said relocation as reasonably incurred and determined by KPC after work is completed. KPC agrees to provide reasonable supporting documentation to THE CITY OF KINGSPORT, which substantiates KPC's final cost. KPC will bill THE CITY OF KINGSPORT for the total amount owed to KPC within one hundred twenty (120) days of completion of the relocation, materials, contract services and any service necessary to complete the requested relocation, and THE CITY OF KINGSPORT will pay such amount to KPC within ninety (90) days of receipt of such invoice.
2. Grant and/or obtain for KPC the right of way and easement for the Transmission Line relocation in accordance with KPC's supplemental transmission easement form attached hereto as Exhibit "B" and incorporated herein by reference. Such easements will vary in right of way width from forty (40') to eighty (80') as determined by AEP Engineering.
3. Obtain right of way easements for the line relocation using KPC's standard electric transmission easement form attached thereto as Exhibit "C" and incorporated herein by reference. The standard easement is for areas that are not currently owned by THE CITY OF KINGSPORT which are affected by the relocated transmission line. No changes will be made to the standard KPC form, except those approved in writing by KPC.
4. Be solely responsible for paying the cost of acquiring all easements deemed necessary by KPC, including the cost of all title examinations and surveys. Said easements are to include a right of way width predetermined by AEP Engineering.

KPC AGREES TO:

1. Use its best efforts to complete the relocation of the Existing Line based on the completion of the conditions set forth in THE CITY OF KINGSPORT items 1 through 4 above.
2. Use its best efforts not to exceed the preliminary cost estimate for the materials and contract services and any service necessary to complete the requested relocation (estimated as \$ 2,322,876), and based on the completion of the conditions set forth in THE CITY OF KINGSPORT items 1 through 4 above.

KPC AND THE CITY OF KINGSPORT AGREE THAT:

1. This Agreement shall be interpreted in accordance with the laws of the State of Tennessee, without recourse to its conflicts of law provisions.
2. The Parties will comply with all applicable laws, regulations, and codes governing the work associated with the Relocation.
3. This Agreement is the sole and only agreement of the Parties relating to the subject matter hereof, and supersedes any prior understandings or written or oral agreements with respect to the subject matter hereof.

4. No amendment, modification or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the Parties hereto.
5. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date and year first above written.

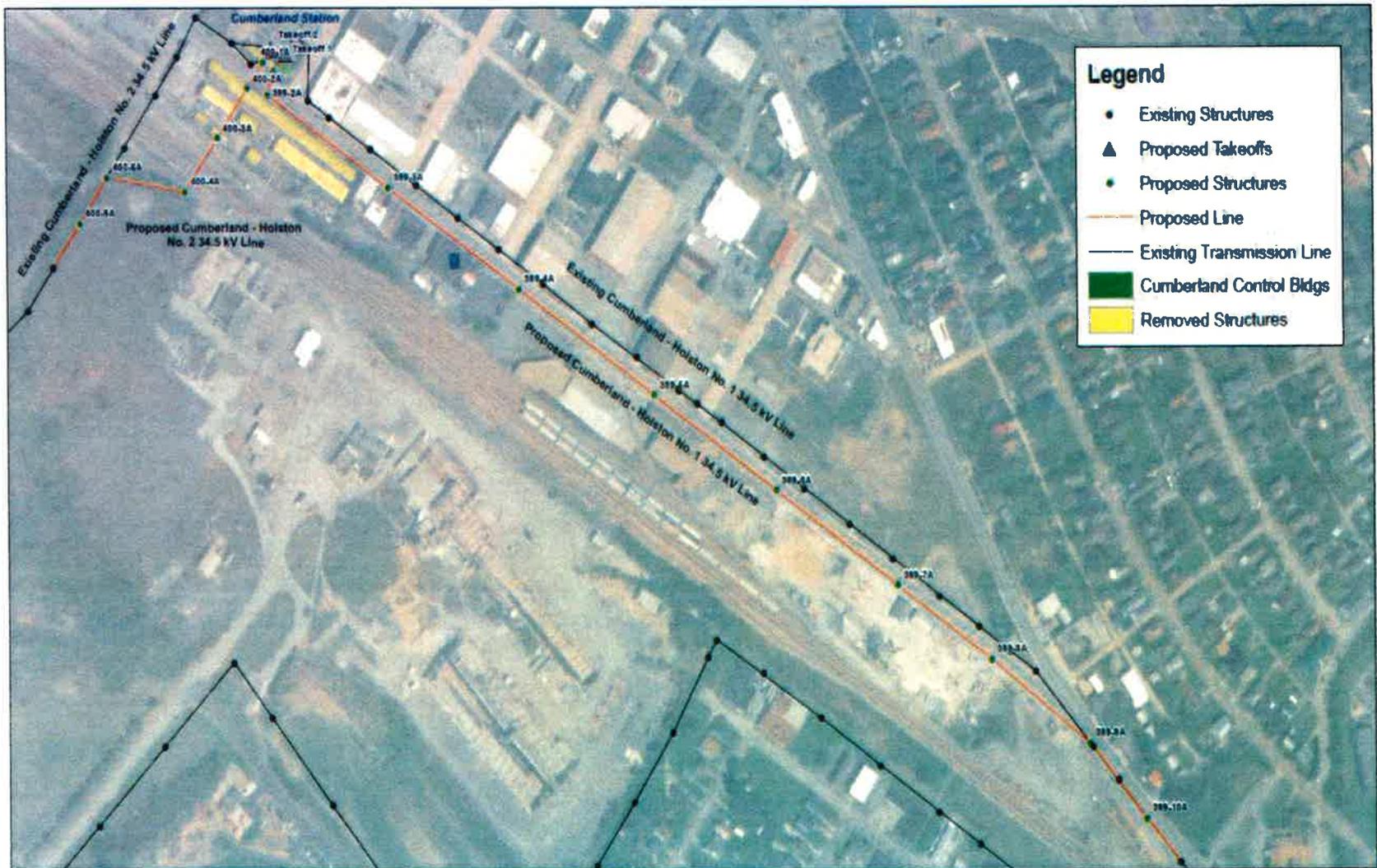
Any remaining space on this page intentionally left blank. See next page for signatures.

KINGSPORT POWER COMPANY

By: _____
Brenda Unternaeh
Manager, Transmission Right of Way
American Electric Power Service Corporation
Authorized Signer

THE CITY OF KINGSPORT, TENNESSEE

By: _____



**Cumberland - Holston 34.5 kV
Proposed Line Design**

EWG: ALEX PEARL
DESIGN: ANDREW WILSON
5/29/2019

Transmission Line Engineering Group

Map 1



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AGENDA ACTION FORM

Authorizing an Inter-local Agreement with the Sullivan County Highway Department to Pave a Portion of Moccasin Street South

To: Board of Mayor and Aldermen
From: Chris McCartt, City Manager *CM*

Action Form No.: AF-173-2019
Work Session: July 15, 2019
First Reading: N/A

Final Adoption: July 16, 2019
Staff Work By: Ronnie Hammonds
Presentation By: Ryan McReynolds

Recommendation:

Approve the Resolution.

Executive Summary:

Moccasin Street South is a short dead end road located off West Carters Valley Road. It has a PCI of 10 and ranks in the "worst roads" category. As such it is scheduled to be repaved by City crews this summer. Approximately 140 feet of the roadway lies outside the City Limits. It is in the best interest of the County, City and the residents adjacent to the roadway for the entire roadway to be repaved at the same time. We have been in contact with the County Road Commissioner about an inter-local agreement for the City to pave the county portion of the road. The Road Commissioner is in agreement with this. This is very similar to Inter-local agreements we have had in the past for the County to pave a City portion of a road they are paving.

Attachments:

- 1. Resolution

Funding source appropriate and funds are available: *js*

	<u>Y</u>	<u>N</u>	<u>O</u>
Adler	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—

RESOLUTION NO. _____

A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT WITH THE SULLIVAN COUNTY HIGHWAY DEPARTMENT FOR THE REPAVING OF MOCCASIN STREET SOUTH 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 has determined that Moccasin Street South is in need of repaving, preferably this summer; and

WHEREAS, a small portion of Moccasin Street is outside of the city limits; and

WHEREAS, the city would like to enter into an Interlocal Agreement with Sullivan County to repave the entire length of Moccasin Street, where in the county will reimburse the city for paving the portion of Moccasin Street outside the city limits.

Now therefore,

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

SECTION I. That an Interlocal Agreement with the Sullivan County Highway Department for the re-paving of Moccasin Road is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the an Interlocal Agreement with the Sullivan County Highway Department for the re-paving of Moccasin 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.

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

SECTION 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 16th day of July, 2019.

PATRICK W. SHULL, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Enter into an Agreement with Petworks

To: Board of Mayor and Aldermen
From: Chris McCartt, City Manager *CM*

Action Form No.: AF-170-2018
Work Session: July 15, 2019
First Reading: N/A
Final Adoption: July 16, 2019
Staff Work By: Smith, Billingsley
Presentation By: Chris McCartt

Recommendation:
Approve the Resolution.

Executive Summary:
On August 23, 2018 the Board of Mayor and Alderman approved the Memorandum of Understanding between the City of Kingsport and Petworks Kingsport Animal Shelter Services, Inc.

The memorandum of understanding stated that Petworks would receive \$100,000 for engineering/design and the remaining \$580,000 would be provided after July 1, 2019 to match private donations to Petworks for the construction of the animal shelter. Petworks was to raise \$1,405,000 in private donations and in-kind contributions. They have raised \$1,436,000.

Attachments:
1. Resolution

Funding source appropriate and funds are available: *je*

	Y	N	O
Adler	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—

RESOLUTION NO. _____

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

WHEREAS, in August, 2018, the city entered into a Memorandum of Understanding with Petworks regarding financing the construction of the new animal shelter, if Petworks met certain monetary donations and contributions; and

WHEREAS, Petworks has received the funds required and would like to enter into an agreement regarding the payment by the city; and

WHEREAS, upon approval and execution of the agreement, the city will pay Petworks \$580,000.00 pursuant to the terms of the agreement.

Now therefore,

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

SECTION I. That an agreement with Petworks is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the agreement with Petworks and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution, said agreement being as follows:

**AGREEMENT
BETWEEN
THE CITY OF KINGSFORT, TENNESSEE
AND
PETWORKS KINGSFORT ANIMAL SHELTER SERVICES, INC.**

THIS AGREEMENT, hereinafter called "Agreement" made and entered into with an effective date of July ____ 2019, by and between City of Kingsport, hereinafter called "CITY", and Petworks Kingsport Animal Shelter Services, Inc., hereinafter called "PETWORKS".

WITNESSETH:

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual promises contained herein the parties agree as follows:

1. PETWORKS covenants that it is a not-for-profit agency as defined by Tennessee Code Annotated §§ 6-54-111 and 48-51-101 et seq., and is eligible to receive funds for the purpose contained herein.

2. The Term of this Agreement will be _____, provided paragraphs 7, 8, 9, 10, 11, 12, 14 and 15 shall survive termination and shall continue to be enforceable by CITY.

3. PETWORKS will construct an animal shelter, hereinafter "Project", and complete the Project within two years from the Effective Date of this Agreement, on property located on East Stone Drive, Kingsport, Tennessee it acquired by purchase from private parties and from a donation of land from CITY for animal services in CITY, hereinafter "Premises", and upon completion will operate the Project as an animal shelter for the benefit of the citizens and residents of CITY.

4. PETWORKS covenants and attest that it has raised private donations and pledges of at least \$1,405,000.00, and has deposited all of its capital funds securely in a bank or other financial institution for the engineering and construction of the Project.

5. CITY will pay PETWORKS \$580,000 on or before August 1, 2019, to be used solely for the engineering and construction costs of PROJECT.

6. PETWORKS certifies and agrees that it is and will continue to be a qualified entity pursuant to Tennessee Code Annotated §§ 6-54-111 and 48-51-101 et seq., and PETWORKS hereby assures CITY that PETWORKS is legally entitled to funds from CITY.

7. PETWORKS covenants and agrees that the Project when completed will be open to the public and will be operated for the benefit of CITY, and its residents and citizens, and that at no time now and in perpetuity will there be a charge to CITY or a resident or citizen of CITY to deposit an animal with the Project, except as may be permitted by written consent of CITY as authorized by its Board of Mayor and Aldermen.

8. PETWORKS shall be permitted to enter into agreements to provide animal control on behalf of other municipalities, and to provide shelter services for animals from other municipalities, provide provided that those governmental agencies pay fair compensation to PETWORKS for the services, and that sufficient space remains available at all times for housing of animals from inside CITY. PETWORKS will provide the city manager of CITY at least thirty (30) days before PETWORKS provides animal control and/or shelter services to any other entity. While the provision of animal control and/or shelter services does not require approval of CITY, notwithstanding anything else in this Agreement PETWORKS agrees that if it provides animal control and/or shelter services to any other entity PETWORKS will do so only if that such animal control and/or shelter services does not impact or diminish the animal control, including response times to calls, and/or shelter service provided by PETWORKS to CITY; that if animal control and/or shelter services CITY received are impacted or diminished PETWORKS will rectify the same so that it does not impact or diminish the animal control, including response times to calls, and/or shelter service provided by PETWORKS to CITY; and that any operating funds provided by CITY to PETWORKS for animal control and/or shelter services will be used exclusive for the benefit of CITY.

9. Once construction of the Project is completed, PETWORKS agrees to keep the Project in good condition, reasonable wear and tear excepted, and to maintain liability, fire, casualty and other related insurance upon the building or buildings on the Premises and the contents in such building or buildings, sufficient to rebuild the building or buildings and replace the contents of building or buildings.

10. PETWORKS agrees that it will not sell, transfer or encumber all or any portion of the Project or Premise for twenty-five (25) years from the date of the opening of the Project to the public, except with the written consent of CITY as authorized by the Board of Mayor and Aldermen of CITY.

11. PETWORKS' relationship with CITY is that of an independent contractor, and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. PETWORKS is not the agent of CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither PETWORKS nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by PETWORKS, or its employees or agents.

12. PETWORKS, prior to receiving funds pursuant to this Agreement, must file with the city clerk a copy of a report of its business affairs and transactions that includes, but is not limited to:

(A) Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;

(B) A description of the program that serves the residents of the municipality; and

(C) The proposed use of the municipal assistance.

The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office. Financial reports shall be available to fiscal officers of the CITY and shall be subject to audit under T.C.A. § 6-56-105. PETWORKS will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of PETWORKS with regard to the project. Such records will be retained for this purpose for a period of not less than three years.

13. No member, official, or employee of CITY shall be personally liable to PETWORKS in the event any provision of the Agreement is unenforceable for any reason; there is any default or breach by CITY; for any amount which may become due under the agreement; or on any obligations under the terms of the Agreement.

14. No member, officer, board member, or employee of PETWORKS shall be personally liable to CITY in the event any provision of the Agreement is unenforceable for any reason; there is any default or breach by PETWORKS; for any amount which may become due under the agreement; or on any obligations under the terms of the Agreement.

15. This Agreement may be amended only by a written instrument signed by properly

authorized representatives of CITY and PETWORKS.

16. PETWORKS is not permitted to assign this Agreement or lease the Premises without the express written of CITY.

17. CITY is not permitted to enter into any agreement for PETWORKS to accept animals from outside the city limits of Kingsport without the express written consent of PETWORKS.

18. PETWORKS agrees to hold CITY harmless from any liability of any kind or nature whatsoever which may in any way result from any activities of PETWORKS, or any of its agents, employees, or any person, firm or corporation utilizing the Premises or the services of PETWORKS.

19. This Agreement will become effective upon approval by the CITY Board of Mayor and Aldermen and the PETWORKS Board of Directors.

20. This Agreement will be binding upon, inure to the benefit of, and be enforceable by the Parties hereto and their respective, permitted successors and assigns

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

[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 16th day of July, 2019.

PATRICK W. SHULL, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Designate the Officials Authorized to Execute Banking Transactions for the City of Kingsport

To: Board of Mayor and Aldermen
From: Chris McCart, City Manager *CM*

Action Form No.: AF-171-2019
Work Session: July 15, 2019
First Reading: N/A

Final Adoption: July 16, 2019
Staff Work By: Lisa Winkle
Presentation By: Lisa Winkle

Recommendation:

Request Board of Mayor and Aldermen approve separate resolutions for each of the authorized depositories and designate the authorized official signatures for the accounts on deposit with each of the depositories and designate the officials authorized to execute banking transactions for the City of Kingsport.

Banks and Depositories Currently Holding City Funds

- Approve Resolution with Capital Bank/First Tennessee Bank National Association
- Approve Resolution with HomeTrust Bank
- Approve Resolution with Regions Bank
- Approve Resolution with BB&T
- Approve Resolution with the State of Tennessee Local Government Investment Pool
- Approve Resolution with Bank of Tennessee
- Approve Resolution with Citizens Bank

Additional Banks and Depositories on Bid Request List

- Approve Resolution with SunTrust Bank
- Approve Resolution with First Bank and Trust
- Approve Resolution with First Community Bank
- Approve Resolution with Bank of America
- Approve Resolution with Renasant Bank

Executive Summary:

As a result of recent personnel changes including the retirement of City Manager Jeff Fleming and hiring of Chris McCart as City Manager, it is necessary to provide new resolutions to the banks in order to designate authorized official signatures and designate officials authorized to execute banking transactions.

Attachments:

1. Resolutions (12)

	<u>Y</u>	<u>N</u>	<u>O</u>
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Olterman	—	—	—
Shull	—	—	—

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING OFFICIAL SIGNATURES FOR ACCOUNTS ON DEPOSIT WITH
CAPITAL BANK/FIRST TENNESSEE BANK NATIONAL ASSOCIATION**

BE IT RESOLVED by the Board of Mayor and Aldermen as follows:

SECTION I. That Capital Bank/First Tennessee Bank National Association (hereinafter referred to as the "Bank") be and is hereby designated as a depository of this municipality, and that accounts established at the Bank, for and on behalf of this municipality shall be identified in the accounts and on the records of the Bank in the name of the City of Kingsport as well as by account name/description, account number and/or any other means as the Bank and/or municipality may determine to be necessary to appropriately identify, track and account for said account or accounts in the Bank's records.

SECTION II. That either the City Manager or Assistant City Manager and the City Recorder or City Treasurer, the officers herein listed below, are hereby authorized on behalf of this municipality to enter into any of the Bank's checking, savings, time deposit, wire transfer, night deposit, or cash management and corporate service agreements, or other deposit account agreements and that the municipality shall be bound by the terms and conditions of the said agreements.

SECTION III. That any of the officers designated herein and listed below are authorized on behalf of this municipality to endorse for deposit with said Bank, any and all checks, drafts, certificate of deposits, savings certificates, or other instruments or written orders for the payment of money payable to this municipality and such endorsements may be in writing, by stamp or otherwise affixed.

SECTION IV. That delivery to the Bank of funds, checks, drafts or other property, with or without endorsement, and, if endorsed, in whatever manner effected, unless specifically restricted, shall be authority to the Bank to place the same to the credit of the municipality, and such credits may be withdrawn by check, draft or instrument executed for the municipality by the duly appointed City Manager or Assistant City Manager and the City Recorder or City Treasurer as herein identified:

<u>TITLE</u>	<u>TYPED NAME</u>	<u>SIGNATURE</u>
City Manager	Christopher W. McCart	
OR		
Assistant City Manager	Ryan O. McReynolds	
AND		
City Recorder	Sidney H. Cox	
OR		
City Treasurer	Lisa E. Winkle	

SECTION V. That the Bank is hereby requested, directed, and authorized to honor checks, drafts, and other instruments on said account which bear or purport to bear the facsimile signatures appearing below. Bank is entitled to charge said account regardless of by whom or by what means the

facsimile signature or signatures may be affixed if such signature resembles the following facsimile specimens which are hereby certified to the Bank:

<u>TITLE</u>	<u>TYPED NAME</u>	<u>FACSIMILE SIGNATURE</u>
City Manager	Christopher W. McCartt	
OR		
Assistant City Manager	Ryan O. McReynolds	
AND		
City Recorder	Sidney H. Cox	
OR		
City Treasurer	Lisa E. Winkle	

SECTION VI. That any of the officers designated herein and listed above are authorized on behalf of this municipality to execute the Funds Transfer Agreement to authorize the transfer of funds to other financial institutions or other accounts at Bank by written instructions, telephone or terminal communication device and to appoint persons from time to time who are authorized to request such transfers on behalf of the municipality.

SECTION VII. That the Bank shall be under no obligation to see or make inquiry as to the application of any funds withdrawn from said account, even though the withdrawal order may be payable to the agent of the municipality executing the same, and the funds be withdrawn for his individual use or credit.

SECTION VIII. That this resolution shall supersede all previous resolutions on file with the Bank from and after its adoption, and that the Bank shall recognize only those signatures of the officials designated herein as authorized signatures on behalf of the City of Kingsport, and that the Bank shall delete from its records any previously authorized signatures that do not appear herein.

SECTION IX. That the accounts established at the Bank in the name of, for and on behalf of this municipality shall be classified and identified on the accounts and in the records of the Bank as public funds.

SECTION X. That no official correspondence and/or official notice from the Bank shall be effective unless directed to the office of the City Recorder at the following address:

Sidney H. Cox
City Recorder
City of Kingsport
225 West Center Street
Kingsport, Tennessee 37660

SECTION XI. That this resolution shall be effective from and after July 16, 2019, the public welfare requiring it.

ADOPTED this the 16th day of July 2019.

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING OFFICIAL SIGNATURES FOR
ACCOUNTS ON DEPOSIT WITH HOMETRUST BANK**

BE IT RESOLVED by the Board of Mayor and Aldermen as follows:

SECTION I. That HomeTrust Bank (hereinafter referred to as the "Bank") be and is hereby designated as a depository of this municipality, and that accounts established at the Bank, for and on behalf of this municipality shall be identified in the accounts and on the records of the Bank in the name of the City of Kingsport as well as by account name/description, account number and/or any other means as the Bank and/or municipality may determine to be necessary to appropriately identify, track and account for said account or accounts in the Bank's records.

SECTION II. That either the City Manager or Assistant City Manager and the City Recorder or City Treasurer, the officers herein listed below, are hereby authorized on behalf of this municipality to enter into any of the Bank's checking, savings, time deposit, wire transfer, night deposit, or cash management and corporate service agreements, or other deposit account agreements and that the municipality shall be bound by the terms and conditions of the said agreements.

SECTION III. That any of the officers designated herein and listed below are authorized on behalf of this municipality to endorse for deposit with said Bank, any and all checks, drafts, certificate of deposits, savings certificates, or other instruments or written orders for the payment of money payable to this municipality and such endorsements may be in writing, by stamp or otherwise affixed.

SECTION IV. That delivery to the Bank of funds, checks, drafts or other property, with or without endorsement, and, if endorsed, in whatever manner effected, unless specifically restricted, shall be authority to the Bank to place the same to the credit of the municipality, and such credits may be withdrawn by check, draft or instrument executed for the municipality by the duly appointed City Manager or Assistant City Manager and the City Recorder or City Treasurer as herein identified:

<u>TITLE</u>	<u>TYPED NAME</u>	<u>SIGNATURE</u>
City Manager OR	Christopher W. McCartt	
Assistant City Manager	Ryan O. McReynolds	
AND		
City Recorder	Sidney H. Cox	
OR		
City Treasurer	Lisa E. Winkle	

SECTION V. That the Bank is hereby requested, directed, and authorized to honor checks, drafts, and other instruments on said account which bear or purport to bear the facsimile signatures appearing below. Bank is entitled to charge said account regardless of by whom or by what means the facsimile signature or signatures may be affixed if such signature resembles the following facsimile specimens which are hereby certified to the Bank:

<u>TITLE</u>	<u>TYPED NAME</u>	<u>FACSIMILE SIGNATURE</u>
City Manager	Christopher W. McCartt	
Assistant City Manager	Ryan O. McReynolds	
City Recorder	Sidney H. Cox	
City Treasurer	Lisa E. Winkle	

SECTION VI. That any of the officers designated herein and listed above are authorized on behalf of this municipality to execute the Funds Transfer Agreement to authorize the transfer of funds to other financial institutions or other accounts at Bank by written instructions, telephone or terminal communication device and to appoint persons from time to time who are authorized to request such transfers on behalf of the municipality.

SECTION VII. That the Bank shall be under no obligation to see or make inquiry as to the application of any funds withdrawn from said account, even though the withdrawal order may be payable to the agent of the municipality executing the same, and the funds be withdrawn for his individual use or credit.

SECTION VIII. That this resolution shall supersede all previous resolutions on file with the Bank from and after its adoption, and that the Bank shall recognize only those signatures of the officials designated herein as authorized signatures on behalf of the City of Kingsport, and that the Bank shall delete from its records any previously authorized signatures that do not appear herein.

SECTION IX. That the accounts established at the Bank in the name of, for and on behalf of this municipality shall be classified and identified on the accounts and in the records of the Bank as public funds.

SECTION X. That no official correspondence and/or official notice from the Bank shall be effective unless directed to the office of the City Recorder at the following address:

Sidney H. Cox
City Recorder
City of Kingsport
225 West Center Street
Kingsport, Tennessee 37660

SECTION XI. That this resolution shall be effective from and after July 16, 2019, the public welfare requiring it.

ADOPTED this the 16th day of July 2019.

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING OFFICIAL SIGNATURES FOR
ACCOUNTS ON DEPOSIT WITH REGIONS BANK**

BE IT RESOLVED by the Board of Mayor and Aldermen as follows:

SECTION I. That Regions Bank (hereinafter referred to as the "Bank") be and is hereby designated as a depository of this municipality, and that accounts established at the Bank, for and on behalf of this municipality shall be identified in the accounts and on the records of the Bank in the name of the City of Kingsport as well as by account name/description, account number and/or any other means as the Bank and/or municipality may determine to be necessary to appropriately identify, track and account for said account or accounts in the Bank's records.

SECTION II. That either the City Manager or Assistant City Manager and the City Recorder or City Treasurer, the officers herein listed below, are hereby authorized on behalf of this municipality to enter into any of the Bank's checking, savings, time deposit, wire transfer, night deposit, or cash management and corporate service agreements, or other deposit account agreements and that the municipality shall be bound by the terms and conditions of the said agreements.

SECTION III. That any of the officers designated herein and listed below are authorized on behalf of this municipality to endorse for deposit with said Bank, any and all checks, drafts, certificate of deposits, savings certificates, or other instruments or written orders for the payment of money payable to this municipality and such endorsements may be in writing, by stamp or otherwise affixed.

SECTION IV. That delivery to the Bank of funds, checks, drafts or other property, with or without endorsement, and, if endorsed, in whatever manner effected, unless specifically restricted, shall be authority to the Bank to place the same to the credit of the municipality, and such credits may be withdrawn by check, draft or instrument executed for the municipality by the duly appointed City Manager or Assistant City Manager and the City Recorder or City Treasurer as herein identified:

<u>TITLE</u>	<u>TYPED NAME</u>	<u>SIGNATURE</u>
City Manager	Christopher W. McCart	
OR		
Assistant City Manager	Ryan O. McReynolds	
AND		
City Recorder	Sidney H. Cox	
OR		
City Treasurer	Lisa E. Winkle	

SECTION V. That the Bank is hereby requested, directed, and authorized to honor checks, drafts, and other instruments on said account which bear or purport to bear the facsimile signatures appearing below. Bank is entitled to charge said account regardless of by whom or by what means the facsimile signature or signatures may be affixed if such signature resembles the following facsimile specimens which are hereby certified to the Bank:

<u>TITLE</u>	<u>TYPED NAME</u>	<u>FACSIMILE SIGNATURE</u>
City Manager	Christopher W. McCartt	
Assistant City Manager	Ryan O. Mc Reynolds	
City Recorder	Sidney H. Cox	
City Treasurer	Lisa E. Winkle	

SECTION VI. That any of the officers designated herein and listed above are authorized on behalf of this municipality to execute the Funds Transfer Agreement to authorize the transfer of funds to other financial institutions or other accounts at Bank by written instructions, telephone or terminal communication device and to appoint persons from time to time who are authorized to request such transfers on behalf of the municipality.

SECTION VII. That the Bank shall be under no obligation to see or make inquiry as to the application of any funds withdrawn from said account, even though the withdrawal order may be payable to the agent of the municipality executing the same, and the funds be withdrawn for his individual use or credit.

SECTION VIII. That this resolution shall supersede all previous resolutions on file with the Bank from and after its adoption, and that the Bank shall recognize only those signatures of the officials designated herein as authorized signatures on behalf of the City of Kingsport, and that the Bank shall delete from its records any previously authorized signatures that do not appear herein.

SECTION IX. That the accounts established at the Bank in the name of, for and on behalf of this municipality shall be classified and identified on the accounts and in the records of the Bank as public funds.

SECTION X. That no official correspondence and/or official notice from the Bank shall be effective unless directed to the office of the City Recorder at the following address:

Sidney H. Cox
City Recorder
City of Kingsport
225 West Center Street
Kingsport, Tennessee 37660

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING OFFICIAL SIGNATURES FOR
ACCOUNTS ON DEPOSIT WITH BB&T BANK

BE IT RESOLVED by the Board of Mayor and Aldermen as follows:

SECTION I. That BB&T Bank (hereinafter referred to as the "Bank") be and is hereby designated as a depository of this municipality, and that accounts established at the Bank, for and on behalf of this municipality shall be identified in the accounts and on the records of the Bank in the name of the City of Kingsport as well as by account name/description, account number and/or any other means as the Bank and/or municipality may determine to be necessary to appropriately identify, track and account for said account or accounts in the Bank's records, and that accounts currently established at the Bank in the name of, for and on behalf of this municipality are identified as follows:

SECTION II. That either the City Manager or Assistant City Manager and the City Recorder or City Treasurer, the officers herein listed below, are hereby authorized on behalf of this municipality to enter into any of the Bank's checking, savings, time deposit, wire transfer, night deposit, or cash management and corporate service agreements, or other deposit account agreements and that the municipality shall be bound by the terms and conditions of the said agreements.

SECTION III. That any of the officers designated herein and listed below are authorized on behalf of this municipality to endorse for deposit with said Bank, any and all checks, drafts, certificate of deposits, savings certificates, or other instruments or written orders for the payment of money payable to this municipality and such endorsements may be in writing, by stamp or otherwise affixed.

SECTION IV. That delivery to the Bank of funds, checks, drafts or other property, with or without endorsement, and, if endorsed, in whatever manner effected, unless specifically restricted, shall be authority to the Bank to place the same to the credit of the municipality, and such credits may be withdrawn by check, draft or instrument executed for the municipality by the duly appointed City Manager or Assistant City Manager and the City Recorder or City Treasurer as herein identified:

<u>TITLE</u>	<u>TYPED NAME</u>	<u>SIGNATURE</u>
City Manager	Christopher W. McCartt	
OR		
Assistant City Manager	Ryan O. McReynolds	
AND		
City Recorder	Sidney H. Cox	
OR		
City Treasurer	Lisa E. Winkle	

SECTION V. That the Bank is hereby requested, directed, and authorized to honor checks, drafts, and other instruments on said account which bear or purport to bear the facsimile signatures appearing below. Bank is entitled to charge said account regardless of by whom or by what means the

facsimile signature or signatures may be affixed if such signature resembles the following facsimile specimens which are hereby certified to the Bank:

<u>TITLE</u>	<u>TYPED NAME</u>	<u>FACSIMILE SIGNATURE</u>
City Manager	Christopher W. McCart	
Assistant City Manager	Ryan O. McReynolds	
City Recorder	Sidney H. Cox	
City Treasurer	Lisa E. Winkle	

SECTION VI. That any of the officers designated herein and listed above are authorized on behalf of this municipality to execute the Funds Transfer Agreement to authorize the transfer of funds to other financial institutions or other accounts at Bank by written instructions, telephone or terminal communication device and to appoint persons from time to time who are authorized to request such transfers on behalf of the municipality.

SECTION VII. That the Bank shall be under no obligation to see or make inquiry as to the application of any funds withdrawn from said account, even though the withdrawal order may be payable to the agent of the municipality executing the same, and the funds be withdrawn for his individual use or credit.

SECTION VIII. That this resolution shall supersede all previous resolutions on file with the Bank from and after its adoption, and that the Bank shall recognize only those signatures of the officials designated herein as authorized signatures on behalf of the City of Kingsport, and that the Bank shall delete from its records any previously authorized signatures that do not appear herein.

SECTION IX. That the accounts established at the Bank in the name of, for and on behalf of this municipality shall be classified and identified on the accounts and in the records of the Bank as public funds.

SECTION X. That no official correspondence and/or official notice from the Bank shall be effective unless directed to the office of the City Recorder at the following address:

Sidney H. Cox
City Recorder
City of Kingsport
225 West Center Street
Kingsport, Tennessee 37660

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING OFFICIAL SIGNATURES FOR ACCOUNTS ON DEPOSIT WITH THE
STATE OF TENNESSEE LOCAL GOVERNMENT INVESTMENT POOL**

BE IT RESOLVED by the Board of Mayor and Aldermen as follows:

SECTION I. That the State of Tennessee Local Government Investment Pool (hereinafter referred to as the "Bank") be and is hereby designated as a depository of this municipality, and that accounts established at the Bank, for and on behalf of this municipality shall be identified in the accounts and on the records of the Bank in the name of the City of Kingsport as well as by account name/description, account number and/or any other means as the Bank and/or municipality may determine to be necessary to appropriately identify, track and account for said account or accounts in the Bank's records, and that accounts currently established at the Bank in the name of, for and on behalf of this municipality, are identified as follows:

SECTION II. That either the City Manager or Assistant City Manager and the City Recorder or City Treasurer, the officers herein listed below, are hereby authorized on behalf of this municipality to enter into any of the LGIP's savings, time deposit, wire transfer, or cash management and corporate service agreements, or other deposit account agreements and that the municipality shall be bound by the terms and conditions of the said agreements.

SECTION III. That any of the officers designated herein and listed below are authorized on behalf of this municipality to endorse for deposit with said LGIP, any and all checks, drafts, certificate of deposits, savings certificates, or other instruments or written orders for the payment of money payable to this municipality and such endorsements may be in writing, by stamp or otherwise affixed.

SECTION IV. That delivery to the LGIP of funds, checks, drafts or other property, with or without endorsement, and, if endorsed, in whatever manner effected, unless specifically restricted, shall be authority to the LGIP to place the same to the credit of the municipality, and such credits may be withdrawn by check, draft or instrument executed for the municipality by the duly appointed City Manager or Assistant City Manager and the City Recorder or City Treasurer as herein identified:

<u>TITLE</u>	<u>TYPED NAME</u>	<u>SIGNATURE</u>
City Manager	Christopher W. McCartt	
OR		
Assistant City Manager	Ryan O. McReynolds	
AND		
City Recorder	Sidney H. Cox	
OR		
City Treasurer	Lisa E. Winkle	

SECTION V. That the LGIP is hereby requested, directed, and authorized to honor checks, drafts, and other instruments on said account which bear or purport to bear the facsimile signatures appearing below. The LGIP is entitled to charge said account regardless of by whom or by what means the facsimile signature or signatures may be affixed if such signature resembles the following facsimile specimens which are hereby certified to the LGIP:

<u>TITLE</u>	<u>TYPED NAME</u>	<u>FACSIMILE SIGNATURE</u>
City Manager	Christopher W. McCartt	
Assistant City Manager	Ryan O. McReynolds	
City Recorder	Sidney H. Cox	
City Treasurer	Lisa E. Winkle	

SECTION VI. That any of the officers designated herein and listed above are authorized on behalf of this municipality to execute the Funds Transfer Agreement to authorize the transfer of funds to other financial institutions or other accounts at LGIP by written instructions, telephone or terminal communication device and to appoint persons from time to time who are authorized to request such transfers on behalf of the municipality.

SECTION VII. That the LGIP shall be under no obligation to see or make inquiry as to the application of any funds withdrawn from said account, even though the withdrawal order may be payable to the agent of the municipality executing the same, and the funds be withdrawn for his individual use or credit.

SECTION VIII. That this resolution shall supersede all previous resolutions on file with the LGIP from and after its adoption, and that the LGIP shall recognize only those signatures of the officials designated herein as authorized signatures on behalf of the City of Kingsport, and that the LGIP shall delete from its records any previously authorized signatures that do not appear herein.

SECTION IX. That the accounts established at the LGIP in the name of, for and on behalf of this municipality shall be classified and identified on the accounts and in the records of the LGIP as public funds.

SECTION X. That no official correspondence and/or official notice from the LGIP shall be effective unless directed to the office of the City Recorder at the following address:

Sidney H. Cox
City Recorder
City of Kingsport
225 West Center Street
Kingsport, Tennessee 37660

SECTION XI. That this resolution shall be effective from and after July 16, 2019, the public welfare requiring it.

ADOPTED this the 16th day July 2019.

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING OFFICIAL SIGNATURES FOR ACCOUNTS
ON DEPOSIT WITH THE BANK OF TENNESSEE**

BE IT RESOLVED by the Board of Mayor and Aldermen as follows:

SECTION I. That the Bank of Tennessee (hereinafter referred to as the "Bank") be and is hereby designated as a depository of this municipality, and that accounts established at the Bank, for and on behalf of this municipality shall be identified in the accounts and on the records of the Bank in the name of the City of Kingsport as well as by account name/description, account number and/or any other means as the Bank and/or municipality may determine to be necessary to appropriately identify, track and account for said account or accounts in the Bank's records, and that accounts currently established at the Bank in the name of, for and on behalf of this municipality, are identified as follows:

SECTION II. That either the City Manager or Assistant City Manager and the City Recorder or City Treasurer, the officers herein listed below, are hereby authorized on behalf of this municipality to enter into any of the Bank's checking, savings, time deposit, wire transfer, night deposit, or cash management and corporate service agreements, or other deposit account agreements and that the municipality shall be bound by the terms and conditions of the said agreements.

SECTION III. That any of the officers designated herein and listed below are authorized on behalf of this municipality to endorse for deposit with said Bank, any and all checks, drafts, certificate of deposits, savings certificates, or other instruments or written orders for the payment of money payable to this municipality and such endorsements may be in writing, by stamp or otherwise affixed.

SECTION IV. That delivery to the Bank of funds, checks, drafts or other property, with or without endorsement, and, if endorsed, in whatever manner effected, unless specifically restricted, shall be authority to the Bank to place the same to the credit of the municipality, and such credits may be withdrawn by check, draft or instrument executed for the municipality by the duly appointed City Manager or Assistant City Manager and the City Recorder or City Treasurer as herein identified:

<u>TITLE</u>	<u>TYPED NAME</u>	<u>SIGNATURE</u>
City Manager	Christopher W. McCart	
OR		
Assistant City Manager	Ryan O. McReynolds	
AND		
City Recorder	Sidney H. Cox	
OR		
City Treasurer	Lisa E. Winkle	

SECTION V. That the Bank is hereby requested, directed, and authorized to honor checks, drafts, and other instruments on said account which bear or purport to bear the facsimile signatures appearing below. Bank is entitled to charge said account regardless of by whom or by what means the facsimile signature or signatures may be affixed if such signature resembles the following facsimile specimens which are hereby certified to the Bank:

<u>TITLE</u>	<u>TYPED NAME</u>	<u>FACSIMILE SIGNATURE</u>
City Manager	Christopher W. McCartt	
Assistant City Manager	Ryan O. McReynolds	
City Recorder	Sidney H. Cox	
City Treasurer	Lisa E. Winkle	

SECTION VI. That any of the officers designated herein and listed above are authorized on behalf of this municipality to execute the Funds Transfer Agreement to authorize the transfer of funds to other financial institutions or other accounts at Bank by written instructions, telephone or terminal communication device and to appoint persons from time to time who are authorized to request such transfers on behalf of the municipality.

SECTION VII. That the Bank shall be under no obligation to see or make inquiry as to the application of any funds withdrawn from said account, even though the withdrawal order may be payable to the agent of the municipality executing the same, and the funds be withdrawn for his individual use or credit.

SECTION VIII. That this resolution shall supersede all previous resolutions on file with the Bank from and after its adoption, and that the Bank shall recognize only those signatures of the officials designated herein as authorized signatures on behalf of the City of Kingsport, and that the Bank shall delete from its records any previously authorized signatures that do not appear herein.

SECTION IX. That the accounts established at the Bank in the name of, for and on behalf of this municipality shall be classified and identified on the accounts and in the records of the Bank as public funds.

SECTION X. That no official correspondence and/or official notice from the Bank shall be effective unless directed to the office of the City Recorder at the following address:

Sidney H. Cox
City Recorder
City of Kingsport
225 West Center Street
Kingsport, Tennessee 37660

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING OFFICIAL SIGNATURES FOR
ACCOUNTS ON DEPOSIT WITH CITIZENS BANK**

BE IT RESOLVED by the Board of Mayor and Aldermen as follows:

SECTION I. That Citizens Bank (hereinafter referred to as the "Bank") be and is hereby designated as a depository of this municipality, and that accounts established at the Bank, for and on behalf of this municipality shall be identified in the accounts and on the records of the Bank in the name of the City of Kingsport as well as by account name/description, account number and/or any other means as the Bank and/or municipality may determine to be necessary to appropriately identify, track and account for said account or accounts in the Bank's records, and that accounts currently established at the Bank in the name of, for and on behalf of this municipality, are identified as follows:

SECTION II. That either the City Manager or the Assistant City Manager and the City Recorder or City Treasurer, the officers herein listed below, are hereby authorized on behalf of this municipality to enter into any of the Bank's checking, savings, time deposit, wire transfer, night deposit, or cash management and corporate service agreements, or other deposit account agreements and that the municipality shall be bound by the terms and conditions of the said agreements.

SECTION III. That any of the officers designated herein and listed below are authorized on behalf of this municipality to endorse for deposit with said Bank, any and all checks, drafts, certificate of deposits, savings certificates, or other instruments or written orders for the payment of money payable to this municipality and such endorsements may be in writing, by stamp or otherwise affixed.

SECTION IV. That delivery to the Bank of funds, checks, drafts or other property, with or without endorsement, and, if endorsed, in whatever manner effected, unless specifically restricted, shall be authority to the Bank to place the same to the credit of the municipality, and such credits may be withdrawn by check, draft or instrument executed for the municipality by the duly appointed City Manager or Assistant City Manager and the City Recorder or City Treasurer as herein identified:

<u>TITLE</u>	<u>TYPED NAME</u>	<u>SIGNATURE</u>
City Manager	Christopher W. McCartt	
OR		
Assistant City Manager	Ryan O. McReynolds	
AND		
City Recorder	Sidney H. Cox	
OR		
City Treasurer	Lisa E. Winkle	

SECTION V. That the Bank is hereby requested, directed, and authorized to honor checks, drafts, and other instruments on said account which bear or purport to bear the facsimile signatures appearing below. Bank is entitled to charge said account regardless of by whom or by what means the facsimile signature or signatures may be affixed if such signature resembles the following facsimile specimens which are hereby certified to the Bank:

<u>TITLE</u>	<u>TYPED NAME</u>	<u>FACSIMILE SIGNATURE</u>
City Manager	Christopher W. McCartt	
Assistant City Manager	Ryan O. McReynolds	
City Recorder	Sidney H. Cox	
City Treasurer	Lisa E. Winkle	

SECTION VI. That any of the officers designated herein and listed above are authorized on behalf of this municipality to execute the Funds Transfer Agreement to authorize the transfer of funds to other financial institutions or other accounts at Bank by written instructions, telephone or terminal communication device and to appoint persons from time to time who are authorized to request such transfers on behalf of the municipality.

SECTION VII. That the Bank shall be under no obligation to see or make inquiry as to the application of any funds withdrawn from said account, even though the withdrawal order may be payable to the agent of the municipality executing the same, and the funds be withdrawn for his individual use or credit.

SECTION VIII. That this resolution shall supersede all previous resolutions on file with the Bank from and after its adoption, and that the Bank shall recognize only those signatures of the officials designated herein as authorized signatures on behalf of the City of Kingsport, and that the Bank shall delete from its records any previously authorized signatures that do not appear herein.

SECTION IX. That the accounts established at the Bank in the name of, for and on behalf of this municipality shall be classified and identified on the accounts and in the records of the Bank as public funds.

SECTION X. That no official correspondence and/or official notice from the Bank shall be effective unless directed to the office of the City Recorder at the following address:

Sidney H. Cox
City Recorder
City of Kingsport
225 West Center Street
Kingsport, Tennessee 37660

SECTION XI. That this resolution shall be effective from and after April 16, 2019, the public welfare requiring it.

ADOPTED this the 16th day of April 2019.

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING OFFICIAL SIGNATURES FOR
ACCOUNTS ON DEPOSIT WITH SUNTRUST BANK**

BE IT RESOLVED by the Board of Mayor and Aldermen as follows:

SECTION I. That SunTrust Bank (hereinafter referred to as the "Bank") be and is hereby designated as a depository of this municipality, and that accounts established at the Bank, for and on behalf of this municipality shall be identified in the accounts and on the records of the Bank in the name of the City of Kingsport as well as by account name/description, account number and/or any other means as the Bank and/or municipality may determine to be necessary to appropriately identify, track and account for said account or accounts in the Bank's records, and that accounts currently established at the Bank in the name of, for and on behalf of this municipality, are identified as follows:

SECTION II. That either the City Manager or Assistant City Manager and the City Recorder or City Treasurer, the officers herein listed below, are hereby authorized on behalf of this municipality to enter into any of the Bank's checking, savings, time deposit, wire transfer, night deposit, or cash management and corporate service agreements, or other deposit account agreements and that the municipality shall be bound by the terms and conditions of the said agreements.

SECTION III. That any of the officers designated herein and listed below are authorized on behalf of this municipality to endorse for deposit with said Bank, any and all checks, drafts, certificate of deposits, savings certificates, or other instruments or written orders for the payment of money payable to this municipality and such endorsements may be in writing, by stamp or otherwise affixed.

SECTION IV. That delivery to the Bank of funds, checks, drafts or other property, with or without endorsement, and, if endorsed, in whatever manner effected, unless specifically restricted, shall be authority to the Bank to place the same to the credit of this municipality, and such credits may be withdrawn by check, draft or instrument executed for the municipality by the duly appointed City Manager or Assistant City Manager and the City Recorder or City Treasurer as herein identified:

<u>TITLE</u>	<u>TYPED NAME</u>	<u>SIGNATURE</u>
City Manager	Christopher W. McCart	
OR		
Assistant City Manager	Ryan O. McReynolds	
AND		
City Recorder	Sidney H. Cox	
OR		
City Treasurer	Lisa E. Winkle	

SECTION V. That the Bank is hereby requested, directed, and authorized to honor checks, drafts, and other instruments on said accounts which bear or purport to bear the facsimile signatures appearing below. Bank is entitled to charge said account regardless of by whom or by what means the facsimile signature or signatures may be affixed if such signature resembles the following facsimile specimens, which are hereby certified to the Bank:

<u>TITLE</u>	<u>TYPED NAME</u>	<u>FACSIMILE SIGNATURE</u>
City Manager	Christopher W. McCartt	
Assistant City Manager	Ryan O. McReynolds	
City Recorder	Sidney H. Cox	
City Treasurer	Lisa E. Winkle	

SECTION VI. That any of the officers designated herein and listed above are authorized on behalf of this municipality to execute the Funds Transfer Agreement to authorize the transfer of funds to other financial institutions or other accounts at Bank by written instructions, telephone or terminal communication device and to appoint persons from time to time who are authorized to request such transfers on behalf of the municipality.

SECTION VII. That the Bank shall be under no obligation to see or make inquiry as to the application of any funds withdrawn from said account, even though the withdrawal order may be payable to the agent of the municipality executing the same, and the funds be withdrawn for his individual use or credit.

SECTION VIII. That this resolution shall supersede all previous resolutions on file with the Bank from and after its adoption, and that the Bank shall recognize only those signatures of the officials designated herein as authorized signatures on behalf of the City of Kingsport, and that the Bank shall delete from its records any previously authorized signatures that do not appear herein.

SECTION IX. That the accounts established at the Bank in the name of, for and on behalf of this municipality shall be classified and identified on the accounts and in the records of the Bank as public funds.

SECTION X. That no official correspondence and/or official notice from the Bank shall be effective unless directed to the office of the City Recorder at the following address:

Sidney H. Cox
City Recorder
City of Kingsport
225 West Center Street
Kingsport, Tennessee 37660

SECTION XI. That this resolution shall be effective from and after July 16, 2019, the public welfare requiring it.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING OFFICIAL SIGNATURES FOR
ACCOUNTS ON DEPOSIT WITH FIRST BANK AND TRUST

BE IT RESOLVED by the Board of Mayor and Aldermen as follows:

SECTION I. That First Bank and Trust (hereinafter referred to as the "Bank") be and is hereby designated as a depository of this municipality, and that accounts established at the Bank, for and on behalf of this municipality shall be identified in the accounts and on the records of the Bank in the name of the City of Kingsport as well as by account name/description, account number and/or any other means as the Bank and/or municipality may determine to be necessary to appropriately identify, track and account for said account or accounts in the Bank's records.

SECTION II. That either the City Manager or Assistant City Manager and the City Recorder or City Treasurer, the officers herein listed below, are hereby authorized on behalf of this municipality to enter into any of the Bank's checking, savings, time deposit, wire transfer, night deposit, or cash management and corporate service agreements, or other deposit account agreements and that the municipality shall be bound by the terms and conditions of the said agreements.

SECTION III. That any of the officers designated herein and listed below are authorized on behalf of this municipality to endorse for deposit with said Bank, any and all checks, drafts, certificate of deposits, savings certificates, or other instruments or written orders for the payment of money payable to this municipality and such endorsements may be in writing, by stamp or otherwise affixed.

SECTION IV. That delivery to the Bank of funds, checks, drafts or other property, with or without endorsement, and, if endorsed, in whatever manner effected, unless specifically restricted, shall be authority to the Bank to place the same to the credit of the municipality, and such credits may be withdrawn by check, draft or instrument executed for the municipality by the duly appointed City Manager or Assistant City Manager and the City Recorder or City Treasurer as herein identified:

<u>TITLE</u>	<u>TYPED NAME</u>	<u>SIGNATURE</u>
City Manager	Christopher W. McCartt	
OR		
Assistant City Manager	Ryan O. McReynolds	
AND		
City Recorder	Sidney H. Cox	
OR		
City Treasurer	Lisa E. Winkle	

SECTION V. That the Bank is hereby requested, directed, and authorized to honor checks, drafts, and other instruments on said account which bear or purport to bear the facsimile signatures appearing below. Bank is entitled to charge said account regardless of by whom or by what means the

facsimile signature or signatures may be affixed if such signature resembles the following facsimile specimens which are hereby certified to the Bank:

<u>TITLE</u>	<u>TYPED NAME</u>	<u>FACSIMILE SIGNATURE</u>
City Manager	Christopher W. McCartt	
Assistant City Manager	Ryan O. McReynolds	
City Recorder	Sidney H. Cox	
City Treasurer	Lisa E. Winkle	

SECTION VI. That any of the officers designated herein and listed above are authorized on behalf of this municipality to execute the Funds Transfer Agreement to authorize the transfer of funds to other financial institutions or other accounts at Bank by written instructions, telephone or terminal communication device and to appoint persons from time to time who are authorized to request such transfers on behalf of the municipality.

SECTION VII. That the Bank shall be under no obligation to see or make inquiry as to the application of any funds withdrawn from said account, even though the withdrawal order may be payable to the agent of the municipality executing the same, and the funds be withdrawn for his individual use or credit.

SECTION VIII. That this resolution shall supersede all previous resolutions on file with the Bank from and after its adoption, and that the Bank shall recognize only those signatures of the officials designated herein as authorized signatures on behalf of the City of Kingsport, and that the Bank shall delete from its records any previously authorized signatures that do not appear herein.

SECTION IX. That the accounts established at the Bank in the name of, for and on behalf of this municipality shall be classified and identified on the accounts and in the records of the Bank as public funds.

SECTION X. That no official correspondence and/or official notice from the Bank shall be effective unless directed to the office of the City Recorder at the following address:

Sidney H. Cox
City Recorder
City of Kingsport
225 West Center Street
Kingsport, Tennessee 37660

SECTION XI. That this resolution shall be effective from and after July 16, 2019, the public welfare requiring it.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING OFFICIAL SIGNATURES FOR
ACCOUNTS ON DEPOSIT WITH FIRST COMMUNITY BANK**

BE IT RESOLVED by the Board of Mayor and Aldermen as follows:

SECTION I. That First Community Bank (hereinafter referred to as the "Bank") be and is hereby designated as a depository of this municipality, and that accounts established at the Bank, for and on behalf of this municipality shall be identified in the accounts and on the records of the Bank in the name of the City of Kingsport as well as by account name/description, account number and/or any other means as the Bank and/or municipality may determine to be necessary to appropriately identify, track and account for said account or accounts in the Bank's records.

SECTION II. That either the City Manager or Assistant City Manager and the City Recorder or City Treasurer, the officers herein listed below, are hereby authorized on behalf of this municipality to enter into any of the Bank's checking, savings, time deposit, wire transfer, night deposit, or cash management and corporate service agreements, or other deposit account agreements and that the municipality shall be bound by the terms and conditions of the said agreements.

SECTION III. That any of the officers designated herein and listed below are authorized on behalf of this municipality to endorse for deposit with said Bank, any and all checks, drafts, certificate of deposits, savings certificates, or other instruments or written orders for the payment of money payable to this municipality and such endorsements may be in writing, by stamp or otherwise affixed.

SECTION IV. That delivery to the Bank of funds, checks, drafts or other property, with or without endorsement, and, if endorsed, in whatever manner effected, unless specifically restricted, shall be authority to the Bank to place the same to the credit of the municipality, and such credits may be withdrawn by check, draft or instrument executed for the municipality by the duly appointed City Manager or Assistant City Manager and the City Recorder or City Treasurer as herein identified:

<u>TITLE</u>	<u>TYPED NAME</u>	<u>SIGNATURE</u>
City Manager	Christopher W. McCart	
OR		
Assistant City Manager	Ryan O. McReynolds	
AND		
City Recorder	Sidney H. Cox	
OR		
City Treasurer	Lisa E. Winkle	

SECTION V. That the Bank is hereby requested, directed, and authorized to honor checks, drafts, and other instruments on said account which bear or purport to bear the facsimile signatures

appearing below. Bank is entitled to charge said account regardless of by whom or by what means the facsimile signature or signatures may be affixed if such signature resembles the following facsimile specimens which are hereby certified to the Bank:

<u>TITLE</u>	<u>TYPED NAME</u>	<u>FACSIMILE SIGNATURE</u>
City Manager	Christopher W. McCartt	
Assistant City Manager	Ryan O. McReynolds	
City Recorder	Sidney H. Cox	
City Treasurer	Lisa E. Winkle	

SECTION VI. That any of the officers designated herein and listed above are authorized on behalf of this municipality to execute the Funds Transfer Agreement to authorize the transfer of funds to other financial institutions or other accounts at Bank by written instructions, telephone or terminal communication device and to appoint persons from time to time who are authorized to request such transfers on behalf of the municipality.

SECTION VII. That the Bank shall be under no obligation to see or make inquiry as to the application of any funds withdrawn from said account, even though the withdrawal order may be payable to the agent of the municipality executing the same, and the funds be withdrawn for his individual use or credit.

SECTION VIII. That this resolution shall supersede all previous resolutions on file with the Bank from and after its adoption, and that the Bank shall recognize only those signatures of the officials designated herein as authorized signatures on behalf of the City of Kingsport, and that the Bank shall delete from its records any previously authorized signatures that do not appear herein.

SECTION IX. That the accounts established at the Bank in the name of, for and on behalf of this municipality shall be classified and identified on the accounts and in the records of the Bank as public funds.

SECTION X. That no official correspondence and/or official notice from the Bank shall be effective unless directed to the office of the City Recorder at the following address:

Sidney H. Cox
City Recorder
City of Kingsport
225 West Center Street
Kingsport, Tennessee 37660

SECTION XI. That this resolution shall be effective from and after July 16, 2019, the public welfare requiring it.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING OFFICIAL SIGNATURES FOR
ACCOUNTS ON DEPOSIT WITH BANK OF AMERICA

BE IT RESOLVED by the Board of Mayor and Aldermen as follows:

SECTION I. That Bank of America (hereinafter referred to as the "Bank") be and is hereby designated as a depository of this municipality, and that accounts established at the Bank, for and on behalf of this municipality shall be identified in the accounts and on the records of the Bank in the name of the City of Kingsport as well as by account name/description, account number and/or any other means as the Bank and/or municipality may determine to be necessary to appropriately identify, track and account for said account or accounts in the Bank's records.

SECTION II. That either the City Manager or Assistant City Manager and the City Recorder or City Treasurer, the officers herein listed below, are hereby authorized on behalf of this municipality to enter into any of the Bank's checking, savings, time deposit, wire transfer, night deposit, or cash management and corporate service agreements, or other deposit account agreements and that the municipality shall be bound by the terms and conditions of the said agreements.

SECTION III. That any of the officers designated herein and listed below are authorized on behalf of this municipality to endorse for deposit with said Bank, any and all checks, drafts, certificate of deposits, savings certificates, or other instruments or written orders for the payment of money payable to this municipality and such endorsements may be in writing, by stamp or otherwise affixed.

SECTION IV. That delivery to the Bank of funds, checks, drafts or other property, with or without endorsement, and, if endorsed, in whatever manner effected, unless specifically restricted, shall be authority to the Bank to place the same to the credit of the municipality, and such credits may be withdrawn by check, draft or instrument executed for the municipality by the duly appointed City Manager or Assistant City Manager and the City Recorder or City Treasurer as herein identified:

<u>TITLE</u>	<u>TYPED NAME</u>	<u>SIGNATURE</u>
City Manager	Christopher W. McCartt	
OR		
Assistant City Manager	Ryan O. McReynolds	
AND		
City Recorder	Sidney H. Cox	
OR		
City Treasurer	Lisa E. Winkle	

SECTION V. That the Bank is hereby requested, directed, and authorized to honor checks, drafts, and other instruments on said account which bear or purport to bear the facsimile signatures appearing below. Bank is entitled to charge said account regardless of by whom or by what means the facsimile signature or signatures may be affixed if such signature resembles the following facsimile specimens which are hereby certified to the Bank:

<u>TITLE</u>	<u>TYPED NAME</u>	<u>FACSIMILE SIGNATURE</u>
City Manager	Christopher W. McCartt	
Assistant City Manager	Ryan O. McReynolds	
City Recorder	Sidney H. Cox	
City Treasurer	Lisa E. Winkle	

SECTION VI. That any of the officers designated herein and listed above are authorized on behalf of this municipality to execute the Funds Transfer Agreement to authorize the transfer of funds to other financial institutions or other accounts at Bank by written instructions, telephone or terminal communication device and to appoint persons from time to time who are authorized to request such transfers on behalf of the municipality.

SECTION VII. That the Bank shall be under no obligation to see or make inquiry as to the application of any funds withdrawn from said account, even though the withdrawal order may be payable to the agent of the municipality executing the same, and the funds be withdrawn for his individual use or credit.

SECTION VIII. That this resolution shall supersede all previous resolutions on file with the Bank from and after its adoption, and that the Bank shall recognize only those signatures of the officials designated herein as authorized signatures on behalf of the City of Kingsport, and that the Bank shall delete from its records any previously authorized signatures that do not appear herein.

SECTION IX. That the accounts established at the Bank in the name of, for and on behalf of this municipality shall be classified and identified on the accounts and in the records of the Bank as public funds.

SECTION X. That no official correspondence and/or official notice from the Bank shall be effective unless directed to the office of the City Recorder at the following address:

Sidney H. Cox
City Recorder
City of Kingsport
225 West Center Street
Kingsport, Tennessee 37660

SECTION XI. That this resolution shall be effective from and after July 16, 2019, the public welfare requiring it.

ADOPTED this the 16th day of July 2019.

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING OFFICIAL SIGNATURES FOR
ACCOUNTS ON DEPOSIT WITH RENASANT BANK**

BE IT RESOLVED by the Board of Mayor and Aldermen as follows:

SECTION I. That Renasant Bank (hereinafter referred to as the "Bank") be and is hereby designated as a depository of this municipality, and that accounts established at the Bank, for and on behalf of this municipality shall be identified in the accounts and on the records of the Bank in the name of the City of Kingsport as well as by account name/description, account number and/or any other means as the Bank and/or municipality may determine to be necessary to appropriately identify, track and account for said account or accounts in the Bank's records.

SECTION II. That either the City Manager or Assistant City Manager and the City Recorder or City Treasurer, the officers herein listed below, are hereby authorized on behalf of this municipality to enter into any of the Bank's checking, savings, time deposit, wire transfer, night deposit, or cash management and corporate service agreements, or other deposit account agreements and that the municipality shall be bound by the terms and conditions of the said agreements.

SECTION III. That any of the officers designated herein and listed below are authorized on behalf of this municipality to endorse for deposit with said Bank, any and all checks, drafts, certificate of deposits, savings certificates, or other instruments or written orders for the payment of money payable to this municipality and such endorsements may be in writing, by stamp or otherwise affixed.

SECTION IV. That delivery to the Bank of funds, checks, drafts or other property, with or without endorsement, and, if endorsed, in whatever manner effected, unless specifically restricted, shall be authority to the Bank to place the same to the credit of the municipality, and such credits may be withdrawn by check, draft or instrument executed for the municipality by the duly appointed City Manager or Assistant City Manager and the City Recorder or City Treasurer as herein identified:

<u>TITLE</u>	<u>TYPED NAME</u>	<u>SIGNATURE</u>
City Manager	Christopher W. McCartt	
OR		
Assistant City Manager	Ryan O. McReynolds	
AND		
City Recorder	Sidney H. Cox	
OR		
City Treasurer	Lisa E. Winkle	

SECTION V. That the Bank is hereby requested, directed, and authorized to honor checks, drafts, and other instruments on said account which bear or purport to bear the facsimile signatures appearing below. Bank is entitled to charge said account regardless of by whom or by what means the facsimile signature or signatures may be affixed if such signature resembles the following facsimile specimens which are hereby certified to the Bank:

<u>TITLE</u>	<u>TYPED NAME</u>	<u>FACSIMILE SIGNATURE</u>
City Manager	Christopher W. McCartt	
Assistant City Manager	Ryan O. McReynolds	
City Recorder	Sidney H. Cox	
City Treasurer	Lisa E. Winkle	

SECTION VI. That any of the officers designated herein and listed above are authorized on behalf of this municipality to execute the Funds Transfer Agreement to authorize the transfer of funds to other financial institutions or other accounts at Bank by written instructions, telephone or terminal communication device and to appoint persons from time to time who are authorized to request such transfers on behalf of the municipality.

SECTION VII. That the Bank shall be under no obligation to see or make inquiry as to the application of any funds withdrawn from said account, even though the withdrawal order may be payable to the agent of the municipality executing the same, and the funds be withdrawn for his individual use or credit.

SECTION VIII. That this resolution shall supersede all previous resolutions on file with the Bank from and after its adoption, and that the Bank shall recognize only those signatures of the officials designated herein as authorized signatures on behalf of the City of Kingsport, and that the Bank shall delete from its records any previously authorized signatures that do not appear herein.

SECTION IX. That the accounts established at the Bank in the name of, for and on behalf of this municipality shall be classified and identified on the accounts and in the records of the Bank as public funds.

SECTION X. That no official correspondence and/or official notice from the Bank shall be effective unless directed to the office of the City Recorder at the following address:

Sidney H. Cox
City Recorder
City of Kingsport
225 West Center Street
Kingsport, Tennessee 37660

SECTION XI. That this resolution shall be effective from and after July 16, 2019, the public welfare requiring it.

ADOPTED this the 16th day of July 2019.

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney



AGENDA ACTION FORM

Apply for and Receive the State of Tennessee Department of Health Project Diabetes Grant

To: Board of Mayor and Aldermen
From: Chris McCart, City Manager *CM*

Action Form No.: AF-172-2019
Work Session: July 1, 2019
First Reading: N/A

Final Adoption: July 16, 2019
Staff Work By: Robin Dimona
Presentation By: Chris McCart

Recommendation:

Approve the resolution for the State of TN Department of Health, Project Diabetes Grant Contract.

Executive Summary:

The State of TN Department of Health has awarded the City of Kingsport, Parks and Recreation, a \$450,000 grant for the Lynn View Diabetes Project. The intent is to move the needle towards a Healthier Tennessee. Grant funding of \$150,000 per year will be distributed over a three-year cycle with no match required. Funding will improve infrastructure components to the Lynn View Grounds by adding new infrastructure amenities to the park. Infrastructure improvements include the construction of a new walking track, a fitness playground, and construction of a new basketball court. Physical activity is critical not only for optimal weight but also for physical and cognitive development in childhood.

Attachments:

- 1. Resolution

	<u>Y</u>	<u>N</u>	<u>O</u>
Adler	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A HEALTH PROJECT DIABETES GRANT FROM THE STATE OF TENNESSEE DEPARTMENT OF HEALTH

WHEREAS, the city, through the parks and recreation department, would like to apply for and receive a Health Project Diabetes Grant through the State of Tennessee Department of Health, which will provide funds to improve infrastructure components to the Lynn View Community Center grounds by adding new amenities to the park, including the construction of a new walking track, a fitness playground, and construction of a new basketball court; and

WHEREAS, the maximum amount of the grant award is \$150,000.00, per year that will be distributed over a three (3) year cycle, and that requires no local match;

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized and directed to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to apply for and receive a Health Project Diabetes Grant through the State of Tennessee Department of Health, in the amount of \$150,000.00 per year for three (3) years to improve infrastructure components to the Lynn View Community Center grounds, and the grant doesn't require a match.

SECTION II. That the mayor is authorized to execute any and all documents including those necessary and proper to demonstrate the city's compliance with the grant requirements or its provisions necessary to effectuate the purpose of the grant or this resolution.

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

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

ADOPTED this the 16th day of July, 2019.

PATRICK W. SHULL, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Agreement with the Virginia Department of Rail and Public Transportation Designating the City of Kingsport Staff as Financial Managers for MTPO Federal and State Transportation Planning Funds

To: Board of Mayor and Aldermen
From: Chris McCart, City Manager *CM*

Action Form No.: AF-175-2019
Work Session: July 15, 2019
First Reading: N/A

Final Adoption: July 16, 2019
Staff Work By: Lesley Phillips
Presentation By: Lesley Phillips / Bill Albright

Recommendation:

Approve Resolution.

Executive Summary:

Annually the City of Kingsport, on behalf of the Kingsport MTPO, receives an appropriation of Federal transportation planning dollars through the Virginia Department of Rail and Public Transportation (VDRPT). The Kingsport MTPO's jurisdiction includes a portion of Scott County, including Gate City and Weber City and transportation planning activities are carried out in cooperation with these governments as well as through their regional planning agency, LENOWISCO PDC, and VDOT. Federal Transit Administration Section 5303 funds are provided and used to develop and coordinate transportation plans that link with other areas, including the City of Kingsport. The Online Grant Administration System Access Agreement will allow MTPO Staff to continue managing these dollars through VDRPT's on-line grant administration (OLGA) system. As part of this process, the Master User will be updated and the list of OLGA Users will be updated to reflect the change in Mayor.

Attachments:

- 1. Resolution
- 2. Agreement

	Y	N	O
Adler	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT WITH THE VIRGINIA DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION 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 annually receives an appropriation of federal transportation planning dollars from the Virginia Department of Rail and Public Transportation (VDRPT) for use by the Metropolitan Transportation Planning Organization (MTPO); and

WHEREAS, VDRPT has requested that the city execute an agreement, which would allow access to the online financial management system.

Now therefore,

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

SECTION I. That a Online Grant Administration System Access Agreement with Virginia Department of Rail and Public Transportation (VDRPT) for use by the Metropolitan Transportation Planning Organization (MTPO) is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the Online Grant Administration System Access Agreement with Virginia Department of Rail and Public Transportation (VDRPT) for use by the Metropolitan Transportation Planning Organization (MTPO) 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:

ONLINE GRANT ADMINISTRATION SYSTEM ACCESS AGREEMENT

This Agreement, effective _____, is made between the Virginia Department of Rail and Public Transportation ("Department") and the City of Kingsport ("Grantee") (collectively, the "Parties"). This Agreement sets out the terms and conditions for the use of the Department's Online Grant Administration ("OLGA") system ("System").

In consideration of the mutual promises herein and the benefits of the use of the system, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

Section 1. PURPOSE

1.1 The Grantee shall be given access to the System for the purpose of providing current contact information, an updated six year capital budget, and current performance and inventory data. The Grantee will also be able to use the System to apply for grants, manage approved grants, and process reimbursement requests. Other purposes for the System may be developed at a later date and the Grantee will be notified of these changes by the Department through training and user materials.

Section 2. DEFINITIONS

"Authorized User" shall mean any employee of the Grantee and Grantee's affiliated organizations whom the designated Master User of the Grantee authorizes to access the System, pursuant to Section 3 of this Agreement.

"Master User" shall mean the person designated in this Agreement in Section 4 who will be responsible for establishing and maintaining Authorized Users in the System on behalf of the Grantee.

"Password" shall mean a character and/or numeric string initially provided by the Department or Master User, then modified by the Master User and Authorized User for establishing Master User or Authorized User authentication.

Section 3. ACCESS RIGHTS

3.1 The Grantee, through their designated Master User, shall obtain access to the System through a website address designated by the Department.

3.2 The Master User shall be responsible for granting access to Authorized Users by way of assigning a user identification number and Password. The Master User is also responsible for assigning appropriate System access to Authorized Users who have a legitimate need for such access to support the Purpose in Section 1.

3.3 The Master User shall maintain a log of all Authorized Users and their accesses and statuses, current or deleted.

3.3 The Master User's access is provided on an "As Is" basis and is limited to what is available on the System (e.g., the Master User may not alter the access granted to him/her by the Department).

3.4 The System is the property of the Commonwealth of Virginia ("Commonwealth"). The Department provides access to the System to facilitate the effective and efficient conduct of the Commonwealth's business. All Authorized Users provided with access by the Master User shall follow the terms of this Agreement and all applicable laws and government regulations. When using the System, the Master User and all Authorized Users shall:

- Be responsible and professional in their activities.
- Exercise the appropriate care to protect the System against the introduction of viruses, spyware, malware, or other harmful attacks.
- Maintain the conditions of security (including safeguarding of passwords) under which they are granted access to such media.
- Check with the Department prior to downloading or accessing a file or document if the source of the file or other circumstances raises doubts about its safety.

The following activities are prohibited when using the System:

- Any use that is in violation of applicable local, state, or federal law.
- Accessing, uploading, downloading, transmitting, printing, communicating, posting, or storing information with sexually explicit content.
- Accessing, uploading, downloading, transmitting, printing, communicating, posting, or storing fraudulent, threatening, obscene, intimidating, defamatory, harassing, discriminatory, or otherwise unlawful messages or images.
- Accessing, uploading, downloading, transmitting, printing, communicating, posting, or storing access-restricted Department information, proprietary Department information, sensitive Commonwealth data or records, or copyrighted materials in violation of Department or Commonwealth policy, or the laws.
- Any other activities prohibited by the Department.

3.5 Unauthorized access and fraudulent activity is prohibited. All Authorized Users and the Master User of this System are subject to having their activities on the System monitored and recorded by the Department. The Master User and Authorized Users have no expectation of privacy while using the System.

3.6 The Grantee will be responsible for any breach of this Agreement by the Master User or any Authorized Users.

3.7 The Master User's or any Authorized User's access to the System may be terminated at any point at the discretion of the Department.

Section 4. MASTER USER

4.1 The Grantee hereby designates the following person as the Master User: Name

4.2 Title _____

4.3 If the Grantee wishes to change the designated Master User, it must submit a written notification to the Department.

Section 5. ACCESS METHODS

5.1 Unless otherwise agreed to in writing, the Master User will be given a user identification number and Password for his or her sole use. It is the Grantee's responsibility to ensure no Passwords are stored in clear text or other non-encrypted manner.

5.2 The Master User and any Authorized Users will not disclose or give their Password to any other person; will not store their Password in any data file; will use every reasonable effort to refrain from any action that could allow any person to get access to their Password; and will report any actual or suspected breach of Password or any other unauthorized access.

5.3 Both of the Parties recognize the potential impact that a security breach may cause and will promptly notify the other Party of an actual or suspected security breach.

5.4 The Grantee shall take all reasonable measures to prevent the introduction of computer viruses into the System in connection with use of the System.

Section 6. AUDIT AND INSPECTION OF RECORDS

6.1 The Grantee shall permit the authorized representatives of the Department to inspect and audit all records of the Grantee relating to the performance of this Agreement.

Section 7. LIABILITY WAIVER

7.1 The Grantee shall be responsible to the extent allowable by law for all damage to life and property due to its activities and those of its employees or agents in connection with the access to the System granted under this Agreement. It is expressly understood that the Grantee shall indemnify, defend and hold harmless the Commonwealth, the Department, the Virginia Department of Transportation, and their officers, agents, and employees to the fullest extent allowable under Virginia and Tennessee law from and against all damages, claims, suits, judgments, expenses, actions and costs of every name and description, arising out of or resulting from any negligent act or omission in the performance by the Grantee and its employees or agents of any actions covered by this Agreement. The obligations of this section shall survive the termination of this Agreement.

Section 8. MISCELLANEOUS PROVISIONS

8.1 No member, officer, or employee of the Department, during his tenure or one year thereafter, shall have any interest, direct or indirect, that is prohibited by Virginia law in this Agreement.

8.2 This Agreement shall, in all respects, be governed by the laws of the Commonwealth. Any proceeding concerning this Agreement shall be brought in a Circuit Court of the Commonwealth.

8.3 If any term or provision of this Agreement is determined to be invalid, illegal or unenforceable, it shall not affect the legality, validity or enforceability of any other part of this Agreement.

8.4 All provisions of this Agreement shall be binding upon the Parties and their respective successors and assigns.

8.5 This Agreement may be modified or amended by a writing signed by the Parties.

IN TESTIMONY THEREOF, the parties have caused this Agreement to be executed, each by its duly authorized officers, on the latest date noted below.

[Acknowledgements and Appendices 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 16th day of July, 2019.

PATRICK W. SHULL, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

ONLINE GRANT ADMINISTRATION SYSTEM ACCESS AGREEMENT

This Agreement, effective _____, is made between the Virginia Department of Rail and Public Transportation (“Department”) and the City of Kingsport (“Grantee”) (collectively, the “Parties”). This Agreement sets out the terms and conditions for the use of the Department’s Online Grant Administration (“OLGA”) system (“System”).

In consideration of the mutual promises herein and the benefits of the use of the system, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

Section 1. PURPOSE

1.1 The Grantee shall be given access to the System for the purpose of providing current contact information, an updated six year capital budget, and current performance and inventory data. The Grantee will also be able to use the System to apply for grants, manage approved grants, and process reimbursement requests. Other purposes for the System may be developed at a later date and the Grantee will be notified of these changes by the Department through training and user materials.

Section 2. DEFINITIONS

“Authorized User” shall mean any employee of the Grantee and Grantee’s affiliated organizations whom the designated Master User of the Grantee authorizes to access the System, pursuant to Section 3 of this Agreement.

“Master User” shall mean the person designated in this Agreement in Section 4 who will be responsible for establishing and maintaining Authorized Users in the System on behalf of the Grantee.

“Password” shall mean a character and/or numeric string initially provided by the Department or Master User, then modified by the Master User and Authorized User for establishing Master User or Authorized User authentication.

Section 3. ACCESS RIGHTS

3.1 The Grantee, through their designated Master User, shall obtain access to the System through a website address designated by the Department.

3.2 The Master User shall be responsible for granting access to Authorized Users by way of assigning a user identification number and Password. The Master User is also responsible for assigning appropriate System access to Authorized Users who have a legitimate need for such access to support the Purpose in Section 1.

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Agreement and all applicable laws and government regulations. When using the System, the Master User and all Authorized Users shall:

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- Accessing, uploading, downloading, transmitting, printing, communicating, posting, or storing access-restricted Department information, proprietary Department information, sensitive Commonwealth data or records, or copyrighted materials in violation of Department or Commonwealth policy, or the laws.
- Any other activities prohibited by the Department.

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3.6 The Grantee will be responsible for any breach of this Agreement by the Master User or any Authorized Users.

3.7 The Master User's or any Authorized User's access to the System may be terminated at any point at the discretion of the Department.

Section 4. MASTER USER

4.1 The Grantee hereby designates the following person as the Master User:

Name _____

Title _____

4.2 If the Grantee wishes to change the designated Master User, it must submit a written notification to the Department.

Section 5. ACCESS METHODS

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8.4 All provisions of this Agreement shall be binding upon the Parties and their respective successors and assigns.

8.5 This Agreement may be modified or amended by a writing signed by the Parties.

IN TESTIMONY THEREOF, the parties have caused this Agreement to be executed, each by its duly authorized officers, on the latest date noted below.

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION

BY: _____
DIRECTOR DATE

WITNESS: _____
(NAME AND TITLE) DATE

CITY OF KINGSPORT

BY: _____
CHIEF EXECUTIVE OFFICER DATE

WITNESS: _____
(NAME AND TITLE) DATE