



AGENDA

BOARD OF MAYOR AND ALDERMEN WORK SESSION

**Monday, October 14, 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
Vice Mayor Colette George
Alderman Jennifer Adler
Alderman Betsy Cooper

Alderman Darrell Duncan
Alderman Tommy Olterman
Alderman James Phillips

Leadership Team

Chris McCartt, City Manager
Ryan McReynolds, Deputy City Manager
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
Ken Weems, Interim Development Services Director

1. Call to Order
2. Roll Call
3. Safety Update – Terri Evans
4. Review of Items on October 15, 2019 Business Meeting Agenda
5. Adjourn

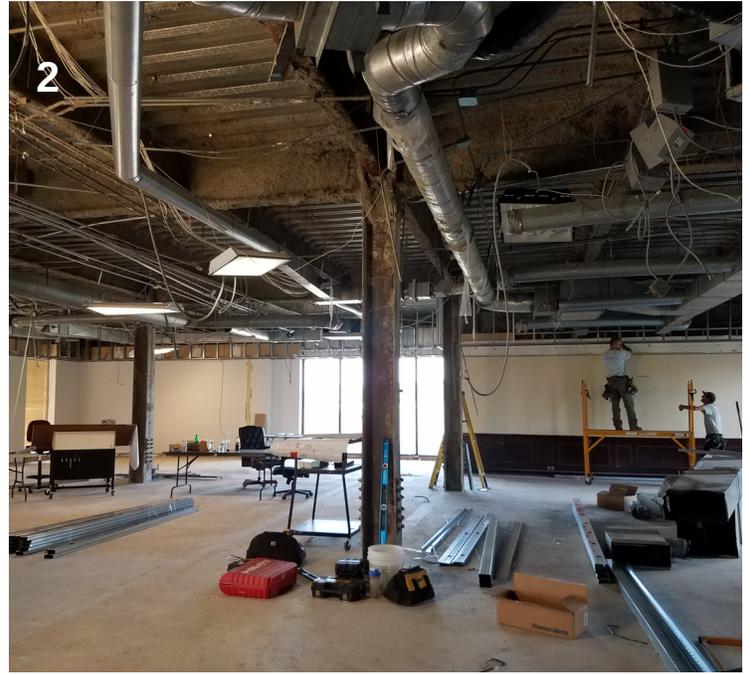
Next Work Session Nov. 4: Transit Update

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.

City of Kingsport

Project Status in Pictures

October 15, 2019



1 Kingsport Miracle Field

Crews have started the process of grading and installing underground utilities.

2 City Hall Relocation - Phase 1

Crews are currently working on what will be the new Board of Mayor & Aldermen meeting room.

3 Sustainable Paving Plan

Paving crews have finished up paving in the Upper Sevier Terrace area. Pictured is Riverside Ave.

4 Greenbelt Extension

The grading for the pathway for the Greenbelt extension is roughly 95% complete.

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	TDOT, MTPO and City staff met 8/13/19 to discuss scope. A revised scope and contract are expected.
\$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 was approved by BMA July 2019. Working on obtaining AEP easements.
\$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.	12/31/2020	Plans and specification have been finalized. Target bid date set for January 2020. Following rebid of West Kingsport.
\$3,867,000.00	Chad Austin	Border Regions Sewer Extensions Areas	Sewer extensions to serve the Border Regions Annexations in the vicinity of Tri-Cities Crossing and Fordtown Rd.	2/17/2020	Areas 1 & 3 bids opened Merkel Bro. apparent low bidder at \$746,995.00
\$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	9/8/19 - Bid advertisement; 9/17/19 - Pre bid meeting; 9/25/19 - last day for questions; 10/8/19 - Bid opening
\$3,312,698.00	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.	6/1/2020	Selective demolition of 3rd floor nears completion; Framing of stud walls on 6th floor has begun.
\$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	8/8/19 - Held progress meeting. Sewer SCADA - Finish installing pads and racks for equipment at SLS. Water SCADA - received FCC radio authorization for water sites. Will begin radio pathway study.
\$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	A progress meeting was held with KPD on 8/27/19 to review layouts. Architects continue to work on plans.
\$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	Awaiting Notice to proceed with the environmental document from TDOT.
\$997,475.00	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	Staff met with TDOT on 9/18. Still working to address some design elements and finalize right of way.

Estimated Cost	Project Owner	Project Name	Project Description	Completion Date	CurrentStatus
\$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	Grading Work continues, Boardwalk Construction continues.
\$661,140.00	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	Staff met with TDOT on 9/18. Still working to address some design elements and finalize right of way.
\$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	70% of rewelding of weld seams are complete. Have started replacing the warped panels. The X-Ray of completed welds will take place 9/20. Estimated completion is 10/21.
\$481,183.00	Ryan McReynolds	Wilcox Bridge (Wilcox Dr. & E. Sullivan St.)	Bridge re-painting and landscaping	11/1/2019	Contractor is still working to satisfy CSX requirements. Start date TBD.
\$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.	7/30/2021	
\$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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BMA Report, October 14, 2019



Kingsport Employee Wellness, George DeCroes

	01/01/2019 – 9/30/2019	10/01/2019 – 10/08/2019
Total Utilization	94.5%	96.4%
City – Active Employees	61.8%	67.7%
City – Dependents	30.5%	20.8%
City – Retirees	2.1%	2.8%
Extended-Patient Services/Other	0.2%	2.3%
Work Comp	0.3%	0.9%
No Show	5.1%	5.5%

Worker's Compensation, Terri Evans

For the month of September 2019, the city had four (4) recordable worker's compensation claims that involved lost time or restricted duty. Of the four (4) claims involved, one (1) was lost time and three (3) were restricted duty.



AGENDA

BOARD OF MAYOR AND ALDERMEN

BUSINESS MEETING

Tuesday, October 15, 2019, 7:00 p.m.
City Hall, 225 W. Center St., Courtroom, 2nd Floor

Board of Mayor and Aldermen

Mayor Patrick W. Shull, Presiding
Vice Mayor Colette George
Alderman Jennifer Adler
Alderman Betsy Cooper

Alderman Darrell Duncan
Alderman Tommy Olterman
Alderman James Phillips

City Administration

Chris McCartt, City Manager
Ryan McReynolds, Deputy City Manager
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
Ken Weems, Interim Development Services Director

I. CALL TO ORDER

II.A. PLEDGE OF ALLEGIANCE TO THE FLAG

II.B. INVOCATION – Carl Strickler, Retired Minister

III. ROLL CALL

IV.A. RECOGNITIONS & PRESENTATIONS

1. TN Highway Safety Office Challenge Award (Vice Mayor George)
2. Fire Citizens Academy (Alderman Phillips)
- Addition →

IV.B. APPOINTMENTS

None

V. APPROVAL OF MINUTES

1. Work Session – September 30, 2019
2. Business Meeting – October 1, 2019

VI. COMMUNITY INTEREST ITEMS

A. PUBLIC HEARINGS

None

COMMENT

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

B. BUSINESS MATTERS REQUIRING FIRST READING

1. Appropriate Funds from the USDOJ/Office of Justice Programs Bulletproof Vest Partnership Funding (AF: 231-2019) (David Quillin)
 - Ordinance – First Reading
2. Appropriate Creative Placemaking Grant Funds from the Tennessee Arts Commission (AF: 232-2019) (Hannah Powell, Jessica Harmon)
 - Ordinance – First Reading
3. Appropriate Funds from the USDOJ/Bureau of Justice Assistance Grant FY 2019 Local Solicitation (AF: 237-2019) (David Quillin)
 - Ordinance – First Reading

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION

1. Appropriate Funds Received from ALA Great Stories Club: Growing Up Brave on the Margins Grant for the Library (AF: 216-2019) (Chris McCartt)
 - Ordinance – Second Reading & Final Adoption
2. Consideration of a Budget Ordinance to Appropriate Funds from the Tennessee Highway Safety Office (THSO) FY '20 Grant (AF: 223-2019) (David Quillin)
 - Ordinance – Second Reading & Final Adoption
3. Appropriate Grant Funds from the Tennessee Arts Commission (AF: 215-2019) (Hannah Powell)
 - Ordinance – Second Reading & Final Adoption
4. Budget Adjustment for FY20 Water and Sewer Funds (AF: 227-2019) (Ryan McReynolds)
 - Ordinance – Second Reading & Final Adoption
5. Budget Adjustment Ordinance for FY20 (AF: 226-2019) (Chris McCartt)
 - Ordinance – Second Reading & Final Adoption

6. Enter into a Materials Agreement with The Edinburgh Group, LLC Related to the Edinburgh South Phase 3 of the Edinburgh Development and an Ordinance to Appropriate the Funds (AF: 230-2019) (Ryan McReynolds)
 - Ordinance – Second Reading & Final Adoption

D. OTHER BUSINESS

1. Awarding the Bid for the Purchase of One (1) Cab Chassis with Articulating Grabber/Loader (AF: 234-2019) (Ryan McReynolds, Steve Hightower)
 - Resolution
2. Awarding the Bid for the Purchase of One (1) Day Cab Road Tractor (AF: 235-2019) (Ryan McReynolds, Steve Hightower)
 - Resolution
3. Reject Proposals for Optional Life Insurance (AF: 240-2019) (George DeCroes)
 - Resolution

VII. CONSENT AGENDA

Correction →

1. Approval of Easements and Rights-of-Way (AF: 236-2019) (Ryan McReynolds)
 - Offers
2. Approve 2019 Soccer Agreement with Tri-Cities United (AF: 221-2019) (Chris McCartt)
 - 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, September 30, 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

Joseph E. May, Interim 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. **MEADOWVIEW ANNUAL REPORT.** Ramona Jackson, General Manager, gave an update on the financial trend over the past year at the conference center and the golf course. Mayor Shull asked for another report in January after the holiday season.
4. **NEIGHBORHOOD ADVISORY COMMISSION QUARTERLY REPORT.** Margot Seay gave a presentation on this item, highlighting the recent outreach efforts of the commission and answered questions from the board.
5. **REVIEW OF AGENDA ITEMS ON THE OCTOBER 1, 2019 REGULAR BUSINESS MEETING AGENDA.** City Manager McCartt 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.A.1 **Amend Zoning Text to Create a Definition for Funeral and Interment Services** (AF: 213-2019). Planning Manager Ken Weems stated this item was initiated at the request of Trinity Funeral Home and would provide clarification that would apply to all funeral homes in Kingsport. Some discussion followed.
 - VI.B.5 **Budget Adjustment Ordinance for FY20** (AF: 226-2019). City Manager McCartt provided details on the changes listed in this ordinance. He confirmed that many of these items were originally discussed in the initial budget process but could be funded then.
 - VI.D.5 **Apply for TDOT Transportation Alternative Funds for Further Development of Brickyard Pedestrian Bridge** (AF: 228-2019). Mayor Shull pointed out this did not commit the city to pursue this project, it just started the lengthy grant process if the board decided to proceed at a later time.

Minutes of the Regular Work Session of the Board of Mayor and Aldermen of Kingsport, Tennessee, Monday, September 30, 2019

There was some discussion on the homeless issue. City Manager McCartt noted that he, along with the Chief presented to the United Way Board recently. Alderman Adler suggested a google form that would allow the citizens to offer assistance or volunteer. Mayor Shull commented on his recent Town Hall meeting. He also requested that Alan Levine be invited to the next work session to provide an update on Ballard Health.

6. ADJOURN. Seeing no other matters presented for discussion at this work session, Mayor Shull adjourned the meeting at 6:12 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, October 1, 2019, 7:00 PM
Large Court Room – City Hall

PRESENT:

Board of Mayor and Aldermen

Mayor Pat Shull, Presiding
Vice Mayor Colette George
Alderman Jennifer Adler
Alderman Betsy Cooper

Alderman Darrell Duncan
Alderman Tommy Olterman

City Administration

Chris McCartt, City Manager
Joseph E. May, Interim City Attorney
Sidney H. Cox, City Recorder/Chief Financial Officer

- I. **CALL TO ORDER:** 7:00 p.m., by Mayor Pat Shull.
- II.A. **PLEDGE OF ALLEGIANCE TO THE FLAG:** Alderman Tommy Olterman.
- II.B. **INVOCATION:** Alderman Jennifer Axsom Adler.
- III. **ROLL CALL:** By City Recorder Cox. Absent: Alderman James Phillips.
- IV.A. **RECOGNITIONS AND PRESENTATIONS.**
 1. Proclamation for Mamie Riddle naming October 12th Mamie Riddle Day to honor her 100th birthday (Mayor Shull).
 2. Jud Teague, Tourism Professional of the Year (Vice Mayor George).
- IV.B. **APPOINTMENTS/REAPPOINTMENTS.** None.
- V. **APPROVAL OF MINUTES.**

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

- A. September 16, 2019 Regular Work Session
- B. September 17, 2019 Regular Business Meeting

Approved: All present voting “aye.”

VI. **COMMUNITY INTEREST ITEMS.**

A. **PUBLIC HEARINGS.**

1. **Amend Zoning Text to Create a Definition for Funeral and Interment Services** (AF: 213-2019) (Ken Weems).

Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen of the City of Kingsport, Tennessee, Tuesday, October 1, 2019

PUBLIC COMMENT ON ITEM VI.A.1. Wes Leonard spoke about the item, providing details and answering questions from the board.

Motion/Second: George/Duncan, to pass:

AN ORDINANCE TO FURTHER AMEND THE CODE OF ORDINANCES, CITY OF KINGSFORT, TENNESSEE, SECTION 114-1; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

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

B. BUSINESS MATTERS REQUIRING FIRST READING.

1. Appropriate Funds Received from ALA Great Stories Club: Growing Up Brave on the Margins Grant for the Library (AF:216-2019)(Chris McCartt)

Motion/Second: Cooper/Adler, to pass:

AN ORDINANCE TO AMEND THE GENERAL PROJECT-SPECIAL REVENUE FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM THE AMERICAN LIBRARY ASSOCIATION FOR THE YEAR ENDING JUNE 30, 2020; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

2. Budget Ordinance to Appropriate Funds from the Tennessee Highway Safety Office (THSO) FY20 Grant (AF: 223-2019) (David Quillin).

Motion/Second: Olterman/George, to pass:

AN ORDINANCE TO AMEND THE GENERAL PROJECT/SPECIAL REVENUE FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM THE TENNESSEE HIGHWAY SAFETY OFFICE (THSO) FOR THE YEAR ENDING JUNE 30, 2020; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

3. Appropriate Grant Funds from the Tennessee Arts Commission (AF: 215-2019) (Hannah Powell).

Motion/Second: Duncan/George, to pass:

AN ORDINANCE TO AMEND THE GENERAL PROJECT SPECIAL REVENUE FUND BUDGETS BY APPROPRIATING GRANT FUNDS RECEIVED FROM THE TENNESSEE ARTS COMMISSION 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, October 1, 2019

4. Budget Adjustment for FY20 Water and Sewer Funds (AF: 227-2019) (Ryan McReynolds).

Motion/Second: George/Olterman, 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.”

5. Budget Adjustment for FY20 (AF:226-2019) (Chris McCartt).

Motion/Second: Adler/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.”

6. Materials Agreement with the Edinburgh Group, LLC Related to the Edinburgh South Phase 3 of the Edinburgh Development and an Ordinance to Appropriate the Funds (AF: 230-2019) (Ryan McReynolds).

Motion/Second: Cooper/George, to pass:

Resolution No. 2020-056, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A MATERIALS AGREEMENT WITH EDINBURG GROUP, LLC RELATED TO EDINBURG SOUTH PHASE 3 DEVELOPMENT AND AUTHORIZING THE MAYOR TO SIGN ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting “aye.”

Motion/Second: Duncan/Cooper, to pass:

AN ORDINANCE TO AMEND THE WATER AND SEWER PROJECT FUNDS BY TRANSFERRING FUNDS TO THE EDINBURGH PHASE 3 MATERIALS AGREEMENT PROJECTS (WA2051 AND SW2051); AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION.

1. Appropriate \$3,000 Donation Made in Honor of Former City Manager, Jeff Fleming, by Eastman Chemical Company, to the General Project Fund, Project # GP1839 - Bays Mountain Nature Center Exhibits (AF: 211-2019) (Chris McCartt).

Motion/Second: Adler/Olterman, to pass:

ORDINANCE NO. 6818, AN ORDINANCE TO AMEND THE GENERAL PROJECT FUND BUDGET BY APPROPRIATING FUNDS RECEIVED AS A DONATION FOR THE YEAR ENDING JUNE 30, 2020; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, October 1, 2019**

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

**2. Agreement with State of Tennessee to Extend Waterline into
Warrior’s Path State Park (AF: 169-2019) (Chris McCartt).**

Motion/Second: George/Adler, to pass:

ORDINANCE NO. 6819, AN ORDINANCE TO AMEND THE GENERAL PROJECT FUND BUDGET FOR THE YEAR ENDING JUNE 30, 2020; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

Motion/Second: Duncan/George, to pass:

Resolution No. 2020-057, A RESOLUTION APPROVING AN AGREEMENT WITH THE STATE OF TENNESSEE TO EXTEND A WATERLINE INTO WARRIOR’S PATH STATE PARK 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.”

**3. Amend City Code Section 6-207 and 6-213 Pertaining to Beer
Permits (AF: 206-2019) (Chris McCartt)**

Motion/Second: Olterman/George, to pass:

ORDINANCE NO. 6820, AN ORDINANCE AMENDING SECTION 6-207 OF THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, PERTAINING TO TYPES DESIGNATED AND AMENDING SECTION 6-213 OF THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, PERTAINING TO GENERAL RESTRICTIONS ON ISSUANCE OF RETAIL PERMITS AND BUSINESS OPERATIONS; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

D. OTHER BUSINESS.

**1. Bid Award to Merkel Brothers Construction, Inc. for the Border
Regions Areas 1 & 3 Sanitary Sewer Facilities Extension Project (AF: 218-2019)
(Ryan McReynolds).**

Motion/Second: Duncan/Cooper, to pass:

Resolution No. 2020-058, A RESOLUTION AWARDED THE BID FOR THE BORDER REGIONS AREAS 1 & 3 SANITARY SEWER FACILITIES EXTENSION PROJECT AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, October 1, 2019**

DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF
THE AGREEMENT

Passed: All present voting “aye.”

**2. Bid Award for Duplex Pump Station for Sewer Lift Station #110
Clouds Ford to Southern Sales Company (AF: 225-2019) (Ryan McReynolds)**

Motion/Second: George/Olterman, to pass:

Resolution No. 2020-059, A RESOLUTION AWARDING THE BID FOR THE DUPLEX
PUMP STATION FOR SEWER LIFT STATION #110 ON CLOUDS FORD ROAD TO
SOUTHERN SALES COMPANY AND AUTHORIZING THE MAYOR TO SIGN AN
AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER
TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting “aye.”

**3. Renew Stop Loss Contract for the City’s Self-Funded Health
Insurance Program (AF: 224-2019) (George DeCroes).**

Motion/Second: George/Duncan, to pass:

Resolution No. 2020-060, A RESOLUTION RENEWING A POLICY WITH RELIASTAR
LIFE INSURANCE COMPANY FOR STOP LOSS INSURANCE COVERAGE AND
AUTHORIZING THE MAYOR TO EXECUTE ALL AGREEMENTS FOR STOP LOSS
INSURANCE AND OTHER DOCUMENTS NECESSARY AND PROPER TO
EFFECTUATE THE PURPOSE OF THE RESOLUTION

Passed: All present voting “aye.”

**4. Apply for TDOT Transportation Alternative Funds for Further
Development of the Kingsport Greenbelt (AF: 220-2019) (Mike Thompson).**

Motion/Second: Duncan/Adler, to pass:

Resolution No. 2020-061, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR TRANSPORTATION
ALTERNATIVE GRANT FUNDS FROM THE TENNESSEE DEPARTMENT OF
TRANSPORTATION FOR GREENBELT DEVELOPMENT

Passed: All present voting “aye.”

**5. Apply for TDOT Transportation Alternative Funds for Further
Development of Brickyard Pedestrian Bridge (AF: 228-2019) (Mike Thompson).**

Motion/Second: George/Cooper, to pass:

Resolution No. 2020-062, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR TRANSPORTATION
ALTERNATIVE GRANT FUNDS FROM THE TENNESSEE DEPARTMENT OF
TRANSPORTATION FOR DEVELOPMENT OF THE BRICKYARD PEDESTRIAN
BRIDGE

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, October 1, 2019**

Passed: All present voting “aye.”

VII. CONSENT AGENDA.

(These items are considered under one motion with a roll call vote.)

Motion/Second: Olterman/Adler, to adopt:

1. Apply and Accept Tennessee Highway Safety Office (THSO) Coordinator Grant for Participation in Their Law Enforcement Liaison (LEL) Program (AF: 219-2019) (David Quillin).

Pass:

Resolution No. 2020-063, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A LAW ENFORCEMENT LIAISON PROGRAM GRANT FROM THE TENNESSEE HIGHWAY SAFETY OFFICE

Passed: All present voting “aye.”

2. Accept Deeds and Deeds of Easement (AF: 217-2019) (Mike Billingsley).

Pass:

Resolution No. 2020-064, A RESOLUTION TO ACCEPT DEEDS, DEEDS OF EASEMENT, AND OTHER MUNIMENT OF TITLE FROM THE VARIOUS PROPERTY OWNERS AND OTHERS HAVING AN INTEREST IN PROPERTY AS HEREINAFTER SET OUT, CONVEYING TO THE CITY OF KINGSPORT, A MUNICIPAL CORPORATION OF THE STATE OF TENNESSEE, TITLE TO THE PROPERTY DESCRIBED IN SUCH DEEDS, DEEDS OF EASEMENT, AND OTHER MUNIMENT OF TITLE, LOCATED IN THE 10TH, 11TH, 12TH, 13TH AND 14TH CIVIL DISTRICTS OF SULLIVAN COUNTY, TENNESSEE

Passed: All present voting “aye.”

3. Execute a Signature Authority Form Allowing the Chief of Police or Designee to Complete Grant Reports as Required for the Tennessee Highway Safety Office FY20 Grant (AF: 222-2019) (David Quillin).

Pass:

Resolution No. 2020-065, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A SIGNATURE AUTHORITY CONSENT FORM AND OTHER DOCUMENTS NECESSARY AND PROPER TO THE TENNESSEE HIGHWAY SAFETY OFFICE DESIGNATING THE CHIEF OF POLICE AS THE MAYOR’S DESIGNEE TO EXECUTE GRANT REPORTS AND OTHER DOCUMENTS REQUIRED BY GRANTS FROM THE TENNESSEE HIGHWAY SAFETY OFFICE FOR FISCAL YEAR 2020

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, October 1, 2019

VIII. COMMUNICATIONS.

- A. CITY MANAGER.** Mr. McCartt asked Deputy City Manager Ryan McReynolds to provide information on an event at Sullivan Central on October 5 regarding household hazardous waste collection. It is being sponsored by TDEC and Sullivan County.
- B. MAYOR AND BOARD MEMBERS.** Alderman Adler made a statement to the citizens regarding the homeless situation and the recent issue of adding blocks to the downtown benches, apologizing for not asking more questions or seeking clarification. Alderman Olterman said hello to his grandchildren watching at home and pointed out we were halfway through football season. Alderman Duncan invited everyone to the upcoming Chamber of Commerce BrewHaha, the Wine and Whiskey Festival at the Farmers' Market and the next two Kingsport Theatre Guild productions. He commended Chief Boyd on the Citizen's Fire Academy which he recently completed along with Alderman Phillips. Lastly he commented the homeless issue, pointing out it is complicated and complex community problem. Alderman Cooper stated the Isaiah 1:17 House broke ground in Sullivan County and provided details on this organization. She also noted a St. Jude's patient will be on the next calendar. Vice-Mayor George also commented further on the Isaiah 1:17 ministry and also noted the groundbreaking for the Miracle Field is Thursday. She also provided comments on the homeless situation, noting her business is as ground zero and there is definitely a criminal element in addition to the homelessness. Mayor Shull commented on his recent Town Hall, pointing out there were a wide array of views on this issue and it is the mission of the city to provide protection to the citizens. He also invited everyone to the State of the City breakfast on Friday.
- C. VISITORS.** Mr. Tim Sanders commented on the roads. Mr. Joe Carr commented on regionalism. Ms. Caitlyn Morelock commented on the homeless issue.

IX. ADJOURN. Seeing no other business for consideration at this meeting, Mayor Shull adjourned the meeting at 8:43 p.m.

ANGELA MARSHALL
Deputy City Recorder

PATRICK W. SHULL
Mayor



AGENDA ACTION FORM

Appropriate Funds from the USDOJ/Office of Justice Programs Bulletproof Vest Partnership Funding

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

Action Form No.: AF-231-2019
Work Session: October 14, 2019
First Reading: October 15, 2019

Final Adoption: November 5, 2019
Staff Work By: Capt. Randall Gore
Presentation By: Chief David Quillin

Recommendation:

Approve the Budget Ordinance.

Executive Summary:

On May 7, 2019 via AF-95-2019, the Board of Mayor and Aldermen approved the Mayor executing any and all documents necessary to apply for and receive a US Department of Justice Grant for funding of bulletproof vests. We have been notified that we were approved for \$10,686.64 in reimbursements for vest expenditures. A fifty percent match is required and the match is provided from the police department operating budget.

Attachments:

- 1. Ordinance

Funding source appropriate and funds are available: *dp*

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

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE GENERAL PROJECT-SPECIAL REVENUE FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM THE DEPARTMENT OF JUSTICE FOR THE YEAR ENDING JUNE 30, 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-Special Revenue Fund budget be amended by appropriating grant funds received from the Department of Justice/Bureau of Justice Assistance Bulletproof Vest Partnership to the Bullet Proof Vest project (NC2011) in the amount of \$10,687 and requires a 50% local match of \$10,687 which is provided for in the Police Department operating budget.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
<u>Fund 111: General Project-Special Revenue</u>			
<u>Bullet Proof Vest Project (NC2011)</u>			
<u>Revenues:</u>	\$	\$	\$
111-0000-331-3800 U.S. Dept. of Justice	0	10,687	10,687
111-0000-391-0100 From General Fund	0	10,687	10,687
Totals:	0	21,374	21,374

<u>Expenditures:</u>			
111-3020-442-3020 Operating Supplies & Tools	0	21,374	21,374
Totals:	0	21,374	21,374

<u>Fund 110: General Fund</u>			
<u>Expenditures:</u>			
110-3030-443-3025 Safety Supplies	10,000	(10,000)	0
110-3030-443-3029 Clothing and Uniforms	51,036	(687)	50,349
110-4804-481-7035 General Proj-Spec Rev	2,168,200	10,687	2,178,887
Totals:	2,229,236	0	2,229,236

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

Appropriate Creative Placemaking Grant Funds from the Tennessee Arts Commission

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

Action Form No.: AF-232-2019
Work Session: October 14, 2019
First Reading: October 15, 2019

Final Adoption: November 4, 2019
Staff Work By: H. Powell & J. Harmon
Presentation By: H. Powell & J. Harmon

Recommendation:
Approve the Ordinance.

Executive Summary:
Appropriate grant funds from the Tennessee Arts Commission, Creative Placemaking, AF 04-2019, to assist in the funding for the creative alleyway project as an alternative pedestrian walkway in downtown, running parallel to Main Street.

Allocate to NC 2010 \$5,035

Grant match is 4:1 ratio with \$1,258.75 received from the Downtown Kingsport Association.

Allocate to NC 2010 \$1,258.75

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 PROJECT SPECIAL REVENUE FUND BUDGETS BY APPROPRIATING GRANT FUNDS RECEIVED FROM THE TENNESSEE ARTS COMMISSION 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 Special Revenue Fund budget be amended by appropriating grant funds received from the Tennessee Arts Commission in the amount of \$5,035 and by appropriating \$1,259 received in donations from the Downtown Kingsport Association to the Creative Placemaking project (NC2010). The grant requires a 4:1 match. The matching funds are provided by the Downtown Kingsport Association. The grant funds will be used for the creative alleyway project as an alternative pedestrian walkway in downtown, running parallel to Main Street.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Fund 111: General Project Special Rev. Fund			
Creative Partnership Support Grant (NC2010)			
Revenues:	\$	\$	\$
111-0000-332-3200 TN. Arts Commission	0	5,035	5,035
111-0000-364-3000 From Non-Profits	0	1,259	1,259
Totals:	0	6,294	6,294
Expenditures:	\$	\$	\$
111-0000-601-2020 Professional Consultant	0	5,000	5,000
111-0000-601-3020 Operating Supplies & Tools	0	1,294	1,294
Totals:	0	6,294	6,294

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:

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

Appropriate Funds from the USDOJ/Bureau of Justice Assistance Grant FY 2019 Local Solicitation

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

Action Form No.: AF-237-2019
Work Session: October 14, 2019
First Reading: October 15, 2019

Final Adoption: November 5, 2019
Staff Work By: Capt. Randall Gore
Presentation By: Chief David Quillin

Recommendation:

Approve the Budget Ordinance.

Executive Summary:

On August 6, 2019, via Action Form 182, the Board of Mayor and Aldermen approved the Mayor executing any and all documents necessary to apply for and receive a US DOJ Bureau of Justice Assistance Grant. We have been notified that we were approved for \$23,540.00 which will be utilized to purchase equipment and/or technology improvements.

There are no matching fund requirements.

Attachments:

- 1. Budget Ordinance

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

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE JUSTICE ASSISTANT GRANT FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM THE US DOJ/BUREAU OF JUSTICE ASSISTANCE PROGRAMS 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 Justice Assistant Grant Fund budget be amended by appropriating grant funds received from the US DOJ Bureau of Justice Assistant Grant Program (JAG) in the amount of \$23,540 to the Justice Assistant Grant Equip /Technology project (JG2001) to purchase equipment and /or technology improvements. No matching funds are required.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Fund 134: Justice Assist Grant Fund			
Justice Assistant Grant Equip/Technology (JG2001)			
Revenues:	\$	\$	\$
134-0000-331-4537 Bureau of Justice/JAG	0	23,540	23,540
Totals:	0	23,540	23,540
Expenditures:			
134-3030-443-9006 Purchases Over \$5,000	0	23,540	23,540
Totals:	0	23,540	23,540

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

Appropriate Funds Received from ALA Great Stories Club: Growing Up Brave on the Margins Grant for the Library

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

Action Form No.: AF-216-2019
Work Session: September 30, 2019
First Reading: October 1, 2019

Final Adoption: October 15, 2019
Staff Work By: Chris Markley
Presentation By: Chris McCartt

Recommendation:

Approve the Ordinance.

Executive Summary:

The Library applied for and received the ALA (American Library Association) Great Stories Club Grant (AF-162-2019). This grant will allow the Library to partner with Girls, Inc. to form a reading and discussion program to engage teens who are facing difficult challenges through a literature-based outreach program. The grant will provide copies of 4 theme related books to a group of 10 teens and provide training to the Youth Services Librarian on how to lead and facilitate the discussion.

\$390 was received to purchase supplies in conjunction with the Grant programming.

This grant did not require a match.

Attachments:

- 1. Ordinance

Funding source appropriate and funds are available: *js*

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



AGENDA ACTION FORM

Appropriate Funds Received from ALA Great Stories Club: Growing Up Brave on the Margins Grant for the Library

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

Action Form No.: AF-216-2019
 Work Session: September 30, 2019
 First Reading: October 1, 2019
 Final Adoption: October 15, 2019
 Staff Work By: Chris Markley
 Presentation By: Chris McCartt

Recommendation:
 Approve the Ordinance.

Executive Summary:
 The Library applied for and received the ALA (American Library Association) Great Stories Club Grant (AF-162-2019). This grant will allow the Library to partner with Girls, Inc. to form a reading and discussion program to engage teens who are facing difficult challenges through a literature-based outreach program. The grant will provide copies of 4 theme related books to a group of 10 teens and provide training to the Youth Services Librarian on how to lead and facilitate the discussion.

\$390 was received to purchase supplies in conjunction with the Grant programming.

This grant did not require a match.

Attachments:
 1. Ordinance

Funding source appropriate and funds are available: *js*

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

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE GENERAL PROJECT-SPECIAL REVENUE FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM THE AMERICAN LIBRARY ASSOCIATION 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 Projects-Special Revenue Fund budget be amended by appropriating grant funds received from the American Library Association (ALA) Great Stories Club Grant in the amount of \$390 to the Great Stories Club project (NC2002) to purchase supplies.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Fund 111: General Projects-Special Rev Fund			
Great Stories Club (NC2002)			
Revenues:	\$	\$	\$
111-0000-364-3000 From Non-Profit Groups	0	390	390
Totals:	0	390	390
Expenditures:	\$	\$	\$
111-0000-601-3020 Operating Supplies & Tools	0	390	390
Totals:	0	390	390

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:

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

Consideration of a Budget Ordinance to Appropriate Funds from the Tennessee Highway Safety Office (THSO) FY '20 Grant

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

Action Form No.: AF-223-2019
Work Session: September 30, 2019
First Reading: October 1, 2019

Final Adoption: October 15, 2019
Staff Work By: Capt. Randall Gore
Presentation By: Chief David Quillin

Recommendation:

Approve the Budget Ordinance.

Executive Summary:

On March 19, 2019 via AF-49-2019, the Board of Mayor and Aldermen approved the Mayor executing any and all documents necessary to apply for and receive a Tennessee Highway Safety Office (THSO) Grant. We have been notified that we were approved for \$30,000.00 in grant funds for the upcoming fiscal year. The grant will be utilized for traffic safety enforcement overtime.

There are no matching fund requirements.

Attachments:

- 1. Budget Ordinance

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



AGENDA ACTION FORM

Consideration of a Budget Ordinance to Appropriate Funds from the Tennessee Highway Safety Office (THSO) FY '20 Grant

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

Action Form No.: AF-223-2019
Work Session: September 30, 2019
First Reading: October 1, 2019

Final Adoption: October 15, 2019
Staff Work By: Capt. Randall Gore
Presentation By: Chief David Quillin

Recommendation:

Approve the Budget Ordinance.

Executive Summary:

On March 19, 2019 via AF-49-2019, the Board of Mayor and Aldermen approved the Mayor executing any and all documents necessary to apply for and receive a Tennessee Highway Safety Office (THSO) Grant. We have been notified that we were approved for \$30,000.00 in grant funds for the upcoming fiscal year. The grant will be utilized for traffic safety enforcement overtime.

There are no matching fund requirements.

Attachments:

- 1. Budget Ordinance

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

AN ORDINANCE TO AMEND THE GENERAL PROJECT/SPECIAL REVENUE FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM THE TENNESSEE HIGHWAY SAFETY OFFICE (THSO) 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/Special Revenue Fund budget be amended by appropriating funds received from the Tennessee Highway Safety Office in the amount of \$30,000 to the TN Highway Safety Office Grant project (NC2003) to enforce traffic safety. No matching funds are required.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Fund 111: General Project/Special Rev Fund			
TN Highway Safety Office Grant (NC2003)			
Revenues:	\$	\$	\$
111-0000-337-6010 Safety/Homeland Security	0	30,000	30,000
Totals:	0	30,000	30,000

<u>Expenditures:</u>	\$	\$	\$
111-0000-601-1011 Overtime	0	19,840	19,840
111-0000-601-1020 Social Security	0	2,300	2,300
111-0000-601-1030 Health Insurance	0	400	400
111-0000-601-1041 TCRS Retirement	0	5,400	5,400
111-0000-601-1043 ICMA/Retirement		1,600	1,600
111-0000-601-1050 Life Insurance	0	100	100
111-0000-601-1052 Long Term Disability	0	60	60
111-0000-601-1060 Workmen's Comp	0	200	200
111-0000-601-1061 Unemployment Ins.	0	100	100
Totals:	0	30,000	30,000

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:

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

Appropriate Grant Funds from the Tennessee Arts Commission

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

Action Form No.: AF-215-2019
 Work Session: September 30, 2019
 First Reading: October 1, 2019

Final Adoption: October 15, 2019
 Staff Work By: H. Powell
 Presentation By: H. Powell

Recommendation:

Approve the Ordinance.

Executive Summary:

Appropriate grant funds from the Tennessee Arts Commission, Partnership Support, AF 03-2019 to pay for artists' work on public art programs, such as the sculpture walk and Lynn View mural. Allocate to NC 2001.

\$9,000

Grant match is 1:1 ratio with \$6000 in donations and \$3000 from the Cultural Arts operating budget: Accept donation funds from Engage Kingsport to match grant project, private donations from the community, to fund supplies and work on the Lynn View mural. Allocate to NC 2001

\$6,000

From 110-4505-471.20-20 to NC 2001

\$3,000

Attachments:

1. Ordinance

Funding source appropriate and funds are available: *js*

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



AGENDA ACTION FORM

Appropriate Grant Funds from the Tennessee Arts Commission

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

Action Form No.: AF-215-2019
Work Session: September 30, 2019
First Reading: October 1, 2019
Final Adoption: October 15, 2019
Staff Work By: H. Powell
Presentation By: H. Powell

Recommendation:
Approve the Ordinance.

Executive Summary:
Appropriate grant funds from the Tennessee Arts Commission, Partnership Support, AF 03-2019 to pay for artists' work on public art programs, such as the sculpture walk and Lynn View mural.
Allocate to NC 2001.

\$9,000

Grant match is 1:1 ratio with \$6000 in donations and \$3000 from the Cultural Arts operating budget: Accept donation funds from Engage Kingsport to match grant project, private donations from the community, to fund supplies and work on the Lynn View mural.
Allocate to NC 2001

\$6,000

From 110-4505-471.20-20 to NC 2001

\$3,000

Attachments:
1. Ordinance

Funding source appropriate and funds are available: *JP*

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

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE GENERAL PROJECT SPECIAL REVENUE FUND BUDGETS BY APPROPRIATING GRANT FUNDS RECEIVED FROM THE TENNESSEE ARTS COMMISSION 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 Special Revenue Fund budget be amended by appropriating grant funds received from the Tennessee Arts Commission in the amount of \$9,000, by appropriating \$6,000 received in donations from Engage Kingsport and by transferring \$3,000 from the Cultural Arts operating budget to the Creative Partnership Support Grant project (NC2001). The grant requires a 1:1 match. The match was provided by Engage Kingsport and the Cultural Arts operating budget. The grant funds will be used for public art initiatives and community engagement such as the Sculpture Walk and the Lynn View mural.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
<u>Fund 111: General Project Special Rev. Fund</u>			
<u>Creative Partnership Support Grant (NC2001)</u>			
<u>Revenues:</u>	\$	\$	\$
111-0000-332-3200 TN. Arts Commission	0	9,000	9,000
111-0000-364-3000 From Non-Profits	0	6,000	6,000
111-0000-391-0100 From General Fund	0	3,000	3,000
Totals:	0	18,000	18,000
<hr/>			
<u>Expenditures:</u>	\$	\$	\$
111-0000-601-2020 Professional Consultant	0	18,000	18,000
Totals:	0	18,000	18,000
<hr/>			
<u>Fund 110: General Fund</u>			
<u>Expenditures:</u>	\$	\$	\$
110-4505-471-2020 Professional Consultant	23,000	(3,000)	20,000
110-4804-481-7035 To Gen. Proj. Spec. Rev	2,168,200	3,000	2,171,200
Totals:	2,191,200	0	2,191,200

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:

ANGIE MARSHALL



AGENDA ACTION FORM

Budget Adjustment for FY20 Water and Sewer Funds

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

Action Form No.: AF-227-2019
Work Session: September 30, 2019
First Reading: October 1, 2019

Final Adoption: **October 15, 2019**
Staff Work By: C. Austin, J. Smith
Presentation By: Ryan McReynolds

Recommendation:

Approve the Ordinance.

Executive Summary:

This budget adjustment ordinance will amend the water and sewer funds to close out old projects, and to provide funding for two projects that are to be funded by the bond issue but need to start the purchase process now in in order to get the project and purchase completed in the time required.

The Sewer Fund will be amended by transferring \$309,139 to SW1902 Miscellaneous Sewerline project, \$125,000 to Systemwide Flow Monitoring, and \$296,900 to New Sewer Crew Equipment project. SW1804 and SW1808 will be closed as a result of these transfers.

The Water Fund will be amended by transferring \$11,168 to WA1907 Maintenance Facility Improvements project and \$58,502 to WA1902 Fire Protection/Water Age Upgrades project. WA 1805 and WA1806 will be closed as a result of these transfers.

Attachments:

- 1. Budget Ordinance

Funding source appropriate and funds are available: *Je*

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



AGENDA ACTION FORM

Budget Adjustment for FY20 Water and Sewer Funds

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

Action Form No.: AF-227-2019
Work Session: September 30, 2019
First Reading: October 1, 2019

Final Adoption: October 15, 2019
Staff Work By: C. Austin, J. Smith
Presentation By: Ryan McReynolds

Recommendation:
Approve the Ordinance.

Executive Summary:

This budget adjustment ordinance will amend the water and sewer funds to close out old projects, and to provide funding for two projects that are to be funded by the bond issue but need to start the purchase process now in order to get the project and purchase completed in the time required.

The Sewer Fund will be amended by transferring \$309,139 to SW1902 Miscellaneous Sewerline project, \$125,000 to Systemwide Flow Monitoring, and \$296,900 to New Sewer Crew Equipment project. SW1804 and SW1808 will be closed as a result of these transfers.

The Water Fund will be amended by transferring \$11,168 to WA1907 Maintenance Facility Improvements project and \$58,502 to WA1902 Fire Protection/Water Age Upgrades project. WA 1805 and WA1806 will be closed as a result of these transfers.

Attachments:
1. Budget Ordinance

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 Sewer Project Fund budgets be amended by transferring \$112,000 from WWTP Equalization Basin (SW1707), \$565,272 from Miscellaneous Sewerline (SW1804), \$44,767 from Maintenance Facility Improvements (SW1808) to the Miscellaneous Sewerline Rehab project (SW1902) in the amount of \$300,139, \$125,000 to the Systemwide Flow Monitoring project (SW2004) and \$296,900 to the New Crew Equipment project (SW2003).

SECTION II. That the Water Project Fund budgets be amended by transferring \$11,168 from the Maintenance Facility Improvement project (WA1805) to the Maintenance Facility Improvement project (WA1907) and by transferring \$58,502 from the Border Regions Area 3 Upgrade project (WA1806) to the Fire Protection/Water Age Upgrades project (WA1902).

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Fund 452: Sewer Project Fund			
WWTP Equalization Basin (SW1707)			
Revenues:			
452-0000-391-0545 Series 2016 GO (Nov 4)	\$ 412,000	\$ (112,000)	\$ 300,000
Totals:	412,000	(112,000)	300,000
Expenditures:			
452-0000-606-2023 Arch/Eng/Landscaping	\$ 72,000	\$ 0	\$ 72,000
452-0000-606-9003 Improvements	340,000	(112,000)	228,000
Totals:	412,000	(112,000)	300,000
Fund 452: Sewer Project Fund			
Miscellaneous Sewerline (SW1804)			
Revenues:			
452-0000-391-0540 Series 2015A (Oct) GO Pub Imp	\$ 165,729	\$ (40,053)	\$ 125,676
452-0000-391-4200 From Sewer Fund	525,219	(525,219)	0
Totals:	690,948	(565,272)	125,676
Expenditures:			
452-0000-606-2023 Arch/Eng/Landscaping	\$ 81,000	\$ (62,858)	\$ 18,142
452-0000-606-9003 Improvements	609,948	(502,414)	107,534
Totals:	690,948	(565,272)	125,676

Fund 452: Sewer Project Fund
Maint. Facility Improvements (SW1808)

Revenues:	\$	\$	\$
452-0000-391-4200 From Sewer Fund	238,572	(44,767)	193,805
Totals:	238,572	(44,767)	193,805

Expenditures:	\$	\$	\$
452-0000-606-9003 Improvements	238,572	(44,767)	193,805
Totals:	238,572	(44,767)	193,805

Fund 452: Sewer Project Fund
Miscellaneous Sewerline Rehab (SW1902)

Revenues:	\$	\$	
452-0000-391-0540 Series 2015A (Oct) GO PI	290,694	40,053	330,747
452-0000-391-0545 Series 2016 GO (Nov 4)	0	112,000	112,000
452-0000-391-4200 From the Sewer Fund	723,269	148,086	871,355
Totals:	1,013,963	300,139	1,314,102

Expenditures:	\$	\$	\$
452-0000-606-2023 Arch/Eng/Landscaping	150,000	0	150,000
452-0000-606-9003 Improvements	863,963	300,139	1,164,102
Totals:	1,013,963	300,139	1,314,102

Fund 452: Sewer Project Fund
Systemwide Flow Monitoring (SW2004)

Revenues:	\$	\$	
452-0000-391-4200 From the Sewer Fund	0	125,000	125,000
Totals:	0	125,000	125,000

Expenditures:	\$	\$	\$
452-0000-606-2023 Arch/Eng/Landscaping	0	125,000	125,000
Totals:	0	125,000	125,000

Fund 452: Sewer Project Fund
New Crew Equipment (SW2003)

Revenues:	\$	\$	
452-0000-391-4200 From the Sewer Fund	0	296,900	296,900
Totals:	0	296,900	296,900

Expenditures:	\$	\$	\$
452-0000-606-9006 Purchases \$5,000 & Over	0	296,900	296,900
Totals:	0	296,900	296,900

Fund 451: Water Project Fund
Maint. Facility Improvement (WA1805)

Revenues:	\$	\$	
451-0000-391-4500 From the Water Fund	120,000	(11,168)	108,832
Totals:	120,000	(11,168)	108,832

Expenditures:	\$	\$	\$
451-0000-605-2023 Arch/Eng/Landscaping	10,000	(10,000)	0
451-0000-605-9003 Improvements	110,000	(1,168)	108,832
Totals:	120,000	(11,168)	108,832

Fund 451: Water Project Fund
Border Reg Area 3 Upgrade (WA1806)

Revenues:	\$	\$	
451-0000-391-4547 Series 2017B GO Bonds	455,000	(58,502)	396,498
Totals:	455,000	(58,502)	396,498

Expenditures:	\$	\$	\$
451-0000-605-2023 Arch/Eng/Landscaping	56,000	(5,242)	50,758
451-0000-605-9003 Improvements	399,000	(53,260)	345,740
Totals:	455,000	(58,502)	396,498

Fund 451: Water Project Fund
Maint. Facility Improvement (WA1907)

Revenues:	\$	\$	
451-0000-391-4500 From the Water Fund	100,000	11,168	111,168
Totals:	100,000	11,168	111,168

Expenditures:	\$	\$	\$
451-0000-605-9019 Pump Stations	100,000	11,168	111,168
Totals:	100,000	11,168	111,168

Fund 451: Water Project Fund
Fire Protect Age Upgrade (WA1902)

Revenues:	\$	\$	
451-0000-391-4547 Series 2017B GO Bonds	0	58,502	58,502
451-0000-391-4548 Series 2018B GO Bonds	1,442,000	0	1,442,000
Totals:	1,442,000	58,502	1,500,502

Expenditures:	\$	\$	\$
451-0000-605-9019 Pump Stations	1,442,000	58,502	1,500,502
Totals:	1,442,000	58,502	1,500,502

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

 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

Budget Adjustment Ordinance for FY20

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

Action Form No.: AF-226-2019
Work Session: September 30, 2019
First Reading: October 1, 2019

Final Adoption: **October 15, 2019**
Staff Work By: Judy Smith
Presentation By: Chris McCartt

Recommendation:
Approve the Ordinance.

Executive Summary:
This ordinance will appropriate \$1,285,000 from the General Fund-Fund Balance for FY19 revenue over expenditures. The projects will be funded as follows: \$20,000 for AED Devices in public buildings, \$60,000 to the LPRF Grant project for Preston Park and Borden Park, \$70,000 for Building Code Enforcement, \$100,000 for the City Hall-BMA Board Room, \$60,000 for IT, \$130,000 for the Downtown Project, \$20,000 for the Riverwalk project, \$252,000 for the Community Development Software project, \$73,000 for the Bentek Payroll Benefits Software project and \$500,000 for Street Resurfacing.

Attachments:
1. Ordinance

Funding source appropriate and funds are available: *Jp*

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



AGENDA ACTION FORM

Budget Adjustment Ordinance for FY20

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

Action Form No.: AF-226-2019
Work Session: September 30, 2019
First Reading: October 1, 2019

Final Adoption: October 15, 2019
Staff Work By: Judy Smith
Presentation By: Chris McCartt

Recommendation:

Approve the Ordinance.

Executive Summary:

This ordinance will appropriate \$1,285,000 from the General Fund-Fund Balance for FY19 revenue over expenditures. The projects will be funded as follows: \$20,000 for AED Devices in public buildings, \$60,000 to the LPRF Grant project for Preston Park and Borden Park, \$70,000 for Building Code Enforcement, \$100,000 for the City Hall-BMA Board Room, \$60,000 for IT, \$130,000 for the Downtown Project, \$20,000 for the Riverwalk project, \$252,000 for the Community Development Software project, \$73,000 for the BenteK Payroll Benefits Software project and \$500,000 for Street Resurfacing.

Attachments:

1. Ordinance

Funding source appropriate and funds are available: *js*

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

PRE-FILED CITY RECORDER

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 Fund, General Project Special Revenue Fund and the General Project Fund budgets be amended by appropriating \$1,285,000 from the General Fund, Fund Balance to the LPRF Grant(GP2022) in the amount of \$60,000, \$70,000 to the Building Code Enforcement Project (GP2024), \$100,000 to the City Hall Board Room (GP2029), \$130,000 to the Downtown Project (GP2025), \$20,000 to the Riverwalk project (GP2026), \$60,000 to the IT project (NC2005), \$20,000 to the AED Devices project (NC2004), \$252,000 to the Community Development Software project (NC2008), \$73,000 to the Bentek Payroll Benefits Software (NC2009) and \$500,000 to the Street Resurfacing project (NC2007).

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
<u>Fund 110: General Fund</u>			
<u>Revenue</u>			
110-0000-392-0100 Fund Balance Appropriation	351,875	1,285,000	1,636,875
Total	351,875	1,285,000	1,636,875

<u>Expenditures:</u>			
	\$	\$	\$
110-4804-481-7035 To Gen Proj-Special Rev.	2,171,200	580,000	2,751,200
110-4804-481-7036 To General Project Fund	1,233,750	705,000	1,938,750
Totals:	3,404,950	1,285,000	4,689,950

<u>Fund 311: General Project Fund</u>			
<u>LPRF Grant (GP2022)</u>			
<u>Revenues:</u>			
	\$	\$	\$
311-0000-332-7201 Dept of Conserv/LPRF Grant	250,000	0	250,000
311-0000-391-0100 From General Fund	0	60,000	60,000
Totals:	250,000	60,000	310,000

<u>Expenditures:</u>			
	\$	\$	\$
311-0000-601-2022 Construction Contracts	0	20,000	20,000
311-0000-601-2023 Arch/Eng/Landscaping	0	40,000	40,000
311-0000-601-9003 Improvements	250,000	0	250,000
Totals:	250,000	60,000	310,000

Fund 311: General Project Fund
Building Code Enforcement (GP2024)

<u>Revenues:</u>	\$	\$	\$
311-0000-391-0100 From General Fund	0	70,000	70,000
<i>Totals:</i>	0	70,000	70,000

<u>Expenditures:</u>	\$	\$	\$
311-0000-601-2022 Construction Contracts	0	68,000	68,000
311-0000-601-2023 Arch/Eng/Landscaping	0	2,000	2,000
<i>Totals:</i>	0	70,000	70,000

Fund 311: General Project-Special Rev. Fund
City Hall Board Room (GP2029)

<u>Revenues:</u>	\$	\$	\$
311-0000-391-0100 From General Fund	0	100,000	100,000
<i>Totals:</i>	0	100,000	100,000

<u>Expenditures:</u>	\$	\$	\$
311-0000-601-9003 Improvements	0	100,000	100,000
<i>Totals:</i>	0	100,000	100,000

Fund 311: General Project Fund
Downtown Project (GP2025)

<u>Revenues:</u>	\$	\$	\$
311-0000-391-0100 From General Fund	0	130,000	130,000
<i>Totals:</i>	0	130,000	130,000

<u>Expenditures:</u>	\$	\$	\$
311-0000-601-2022 Construction Contracts	0	70,000	70,000
311-0000-601-8078 KEDB Façade Program	0	60,000	60,000
<i>Totals:</i>	0	130,000	130,000

Fund 311: General Project Fund
Riverwalk (GP2026)

<u>Revenues:</u>	\$	\$	\$
311-0000-391-0100 From General Fund	0	20,000	20,000
<i>Totals:</i>	0	20,000	20,000

<u>Expenditures:</u>	\$	\$	\$
311-0000-601-2022 Construction Contracts	0	20,000	20,000
<i>Totals:</i>	0	20,000	20,000

Fund 111: General Project/Spec. Rev. Fund
IT (NC2005)

Revenues:	\$	\$	\$
111-0000-391-0100 From General Fund	0	60,000	60,000
Totals:	0	60,000	60,000

Expenditures:	\$	\$	\$
111-0000-601-2075 Temporary Employees	0	60,000	60,000
Totals:	0	60,000	60,000

**Fund 111: General Project Special Rev. Fund
AED Devices (NC2004)**

Revenues:	\$	\$	\$
111-0000-391-0100 From General Fund	0	20,000	20,000
Totals:	0	20,000	20,000

Expenditures:	\$	\$	\$
111-0000-601-3020 Operating Supplies & Tools	0	20,000	20,000
Totals:	0	20,000	20,000

**Fund 311: General Project Fund
Community Development Software (NC2008)**

Revenues:	\$	\$	\$
311-0000-391-0100 From General Fund	0	252,000	252,000
Totals:	0	252,000	252,000

Expenditures:	\$	\$	\$
311-0000-601-2045 Training	0	100,000	100,000
311-0000-601-2057 Computer Repairs & Maint.	0	152,000	152,000
Totals:	0	252,000	252,000

**Fund 311: General Project Fund
Bentek Payroll Benefits Software (NC2009)**

Revenues:	\$	\$	\$
311-0000-391-0100 From General Fund	0	73,000	73,000
Totals:	0	73,000	73,000

Expenditures:	\$	\$	\$
311-0000-601-2057 Computer Repairs & Maint.	0	73,000	73,000
Totals:	0	73,000	73,000

**Fund 111: General Project Special Rev. Fund
Street Resurfacing (NC2007)**

Revenues:	\$	\$	\$
111-0000-391-0100 From General Fund	0	500,000	500,000
Totals:	0	500,000	500,000

Expenditures:

111-0000-601-2022 Construction Contracts

\$	\$	\$
0	500,000	500,000
0	500,000	500,000

Totals:

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 Edinburgh South Phase 3 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-230-2019
 Work Session: September 30, 2019
 First Reading: October 1, 2019

Final Adoption: October 15, 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 Edinburgh South Phase 3 of the Edinburgh Development, be allowed to participate in the materials agreement program. The total amount of the agreement is proposed at \$38,378.10 for a new nineteen (19) lot development.

To date, including this development, the program has supported 851 new/proposed lots within the City of Kingsport. Of those lots, 531 Building Permits and 452 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: *js*

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



AGENDA ACTION FORM

Enter into a Materials Agreement with The Edinburgh Group, LLC Related to the Edinburgh South Phase 3 of the Edinburgh Development and an Ordinance to Appropriate the Funds

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

Action Form No.: AF-230-2019
Work Session: September 30, 2019
First Reading: October 1, 2019

Final Adoption: October 15, 2019
Staff Work By: David Harris
Presentation By: R. McReynolds

Recommendation:

Approve the Resolution and Ordinance.

Executive Summary:

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

Pursuant to the policy, The Edinburgh Group, LLC has requested that the proposed Edinburgh South Phase 3 of the Edinburgh Development, be allowed to participate in the materials agreement program. The total amount of the agreement is proposed at \$38,378.10 for a new nineteen (19) lot development.

To date, including this development, the program has supported 851 new/proposed lots within the City of Kingsport. Of those lots, 531 Building Permits and 452 Certificates of Occupancy have been issued to date.

Attachments:

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

Funding source appropriate and funds are available: *je*

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A MATERIALS AGREEMENT WITH EDINBURG GROUP, LLC RELATED TO EDINBURG SOUTH PHASE 3 DEVELOPMENT AND AUTHORIZING THE MAYOR TO SIGN ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, pursuant to the Materials Agreement Policy as set forth in Resolution 2007-084, Edinburg Group, LLC would like to enter into a Materials Agreement for the provision of certain water and sewer materials by the city for Edinburg South Phase 3, a 19 lot development; and

WHEREAS, the total amount of the agreement as proposed is \$38,378.10;

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, a Materials Agreement with Edinburg Group, LLC to provide certain water and sewer materials by the city for Edinburg South Phase 3, in the amount of \$38,378.10, and the mayor is further authorized and directed to execute all documents necessary and proper to effectuate the purpose of the agreement.

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

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

ADOPTED this the 1st day of October, 2019.

PATRICK W. SHULL, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE WATER AND SEWER PROJECT FUNDS BY TRANSFERRING FUNDS TO THE EDINBURGH PHASE 3 MATERIALS AGREEMENT PROJECTS (WA2051 AND SW2051); 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 \$28,318 and by decreasing the funds transferred from the Sewer Fund operating budget by \$6,731 to the Edinburgh Development Phase 3 projects (WA2051 and SW2051) 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			
Edinburgh Phase 3 (WA2051)			
Revenues			
451-0000-391-4500 From the Water Fund	0	28,318	28,318
Totals:	0	28,318	28,318
Expenditures:			
451-0000-605-9003 Improvements	0	28,318	28,318
Totals:	0	28,318	28,318

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Sewer Project Fund:452			
Edinburgh Phase 3 (SW2051)			
Revenues			
452-0000-391-4200 From the Sewer Fund	0	6,731	6,731
Totals:	0	6,731	6,731
Expenditures:			
452-0000-606-9003 Improvements	0	6,731	6,731
Totals:	0	6,731	6,731

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: _____

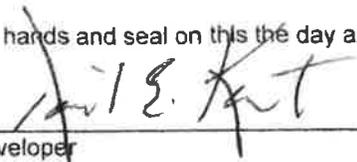
MATERIALS AGREEMENT

This AGREEMENT, made and entered into on this 15th day of October, 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 Edinburgh South Phase 3, 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 1,100 LFT of Waterline and 700 LFT of Sanitary Sewer Line to construct.
3. The estimated cost of the materials listed in paragraph 2 above is approximately \$38,378.10 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

Approved as to form:

 J. Michael Billingsley, City Attorney

Attest:

 Key H. Cox, City Recorder

Materials Agreement

Project: Edinburgh South Phase 3
 Date: September 27, 2019
 Developer: Edinburgh Group, LLC

File No.: 2019-D18

Water Line		Anticipated		Estimated	
Item #	Item Description	Units	U/M	Price	Total
41864	8" x 18' D.I. Pipe	62.00	Joints	\$269.15	\$16,687.30
42120	4' Bury Hydrant	2.00	each	\$1,350.97	\$2,701.94
42325	6" Gate Valve	2.00	each	\$472.00	\$944.00
42335	8" MJ Gate Valve	10.00	each	\$725.10	\$7,251.00
42100	8x8x8 Anchor Tee	2.00	each	\$117.90	\$235.80
43031	8x8x6 Anchor Tee	2.00	each	\$103.97	\$207.94
41794	8" Plug w/ 2" Tap	3.00	each	\$42.61	\$127.83
42845	6" Anchor Coupling	2.00	each	\$81.09	\$162.18
Building Code					
	Receipt To:				
Subtotal:	451-0000-208-1250				\$28,317.99
Sales Tax:	451-0000-207-0201			9.50%	\$2,690.21
Project #	WA2051			Water Total:	\$31,008.20
	Expense To:				
Water Acct. #	451-0000-605-9003				



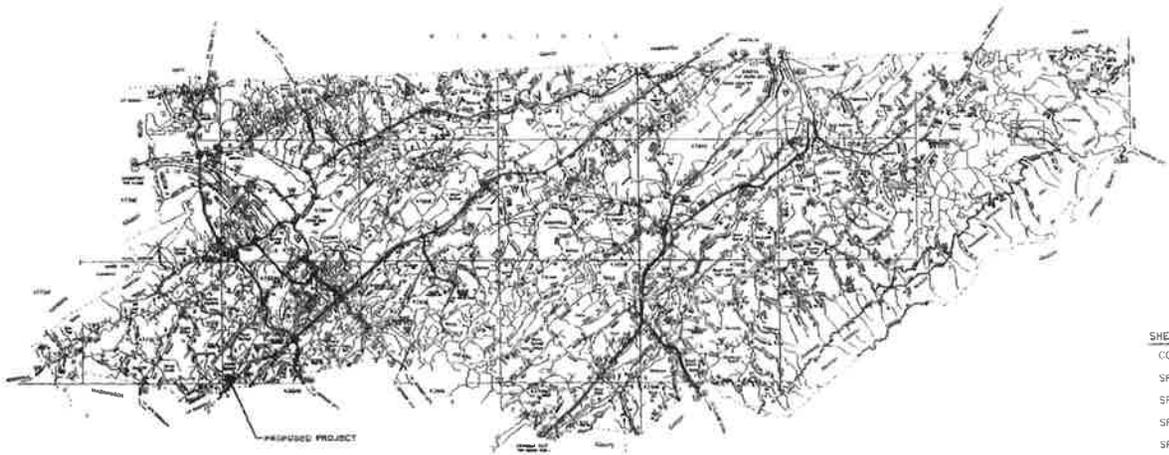
EDINBURGH SOUTH - PHASE III

THE EDINBURGH GROUP, LLC.

KINGSPORT, SULLIVAN COUNTY, TENNESSEE



LOCATION MAP
N.T.S.



SULLIVAN COUNTY
TENNESSEE

INDEX OF SHEETS

SHEET NO.	SHEET TITLE
COVER	COVER
SP-1	ROADWAY AND SIDEWALK DETAILS
SP-2	OVERALL SITE PLAN
SP-3	SITE ROADWAY LAYOUT AND STAKING PLAN
SP-4	SITE GRADING AND DRAINAGE PLAN
SP-5	STREET PROFILES AND UTILITIES PROFILES - STORM SEWER
SP-6	SITE STORM DETAILS
SP-7	SANITARY SEWER UTILITIES PLAN
SP-8	STREET PROFILES AND UTILITIES PROFILES - SANITARY SEWER
SP-9	SITE UTILITIES DETAILS - SANITARY SEWER
SP-10	WATER UTILITIES PLAN
SP-11	SITE UTILITIES DETAILS - WATER
SP-12	EROSION CONTROL PLAN
SP-13	PROSICN CONTROL DETAILS
SP-14	SWPPP NARRATIVE AND SEEDING SCHEDULES



SPODEN & WILSON
CONSULTING ENGINEERS

338 EAST CENTER STREET, SUITE 2
KINGSPORT, TENNESSEE 37660
Phone: (423) 245-1181 Fax: (423) 245-0852
email: sweng@spodenwilson.com

SET NO. _____

DATE: 09-20-2019
FILE NO: 16090



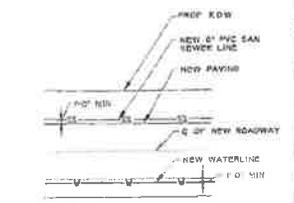
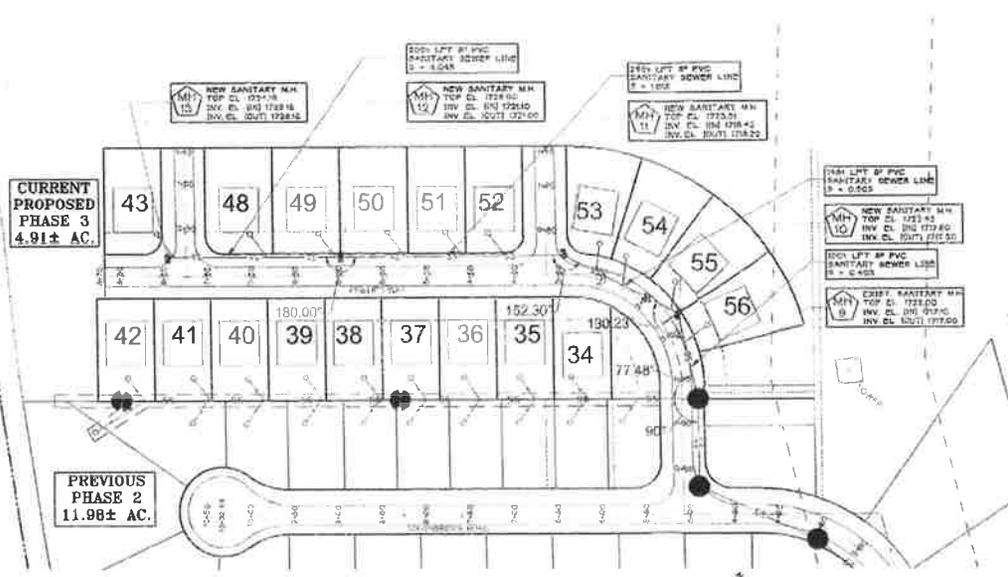
SPODEN & WILSON
CONSULTING ENGINEERS
 1800 CLAY STREET
 KINGSPORT, TENNESSEE 37660
 Phone: (423) 246-1181 Fax: (423) 246-0862
 www.spodenwilson.com

EDINBURGH SOUTH PHASE III
 TENNESSEE
THE EDINBURGH GROUP, LLC
 KINGSPORT
 KINGSPORT

SANITARY SEWER UTILITIES PLAN
 SHEET TITLE

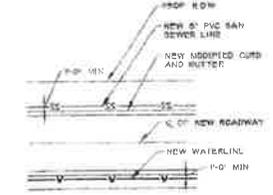
DATE	FILE NO.
09-09-2010	8000
REVISION	
NO.	DATE
1	09-25-10

SP-7

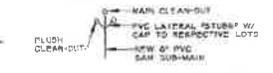


TYP. SANITARY SEWER LINE AND WATERLINE LAYOUT

MAINTAIN 30" MIN. HORIZONTAL SEPARATION BETWEEN SANITARY SEWER LINES AND DOMESTIC WATER LINES



TYP. SANITARY SEWER LINE AND WATERLINE LAYOUT [AT ENTRANCE]



PLAN - SUB-MAIN DIAGRAM

NOTE: PLAN INFORMATION INCLUDING LAYOUT, ROADWAY LAYOUT AND SITE SURVEY INFORMATION INCLUDING EXISTING TOPOGRAPHY PROVIDED BY ALLEY & ASSOCIATES

SANITARY SEWER UTILITIES PLAN
 1" = 60'

- NOTE:
- SANITARY SEWER PIPING TO BE ASTM 3034 CLASS B PVC IN ACCORDANCE WITH THE CITY OF KINGSPORT, TENNESSEE STANDARDS.
 - PROVIDE TWO-WAY SANITARY SEWER CLEAN-OUTS AT ROSE OF EACH EASEMENT LINE.
 - ALL 8" SANITARY SEWER LATERALS TO BE 4'-0" MIN. DEPTH AT PROPERTY LINE. TYP. THRUST BLOCKING MUST BE DONE IN ACCORDANCE WITH CITY OF KINGSPORT SPECIFICATIONS FOR REDUCION FROM 6" AND LARGER LINES TO 8" LINE. BEFORE FINAL PLAT IS SIGNED FOR SANITARY SEWER, FURNISH CITY OF KINGSPORT SEWER DEPARTMENT AS-BUILT DRAWINGS OF ALL MANHOLE LOCATIONS AND LINE LOCATIONS AND MEASUREMENTS IN AUTOCAD AND PDF FORMAT IN KORN / DIGITAL PENNAT.

NOTE: ALL FLUSH CLEAN-OUTS DEPICTED IN PLAN ARE TO BE PLACED WITHIN OR ON THE PUBLIC ROW LINE. PLAN VIEW DEPICTION FOR GRAPHICAL CLARITY ONLY.

PROVIDE TYP. CHECK BANDS AT UPSTREAM END OF ALL MANHOLES, TYP.

ALL SANITARY SEWER LINES THIS SHEET PHASE 3 ARE 8" PVC. ALL SUB-MAINS ARE 8" PVC.

NOTE: PROVIDE 18" EASEMENTS FOR ALL SANITARY SEWER LINES. 8" SUB-MAINS, LATERALS AND APPEARANCES. EASEMENTS SHALL CENTER ON INDICATED LINE LOCATIONS AND ON EACH APPLICABLE LOT LINE.

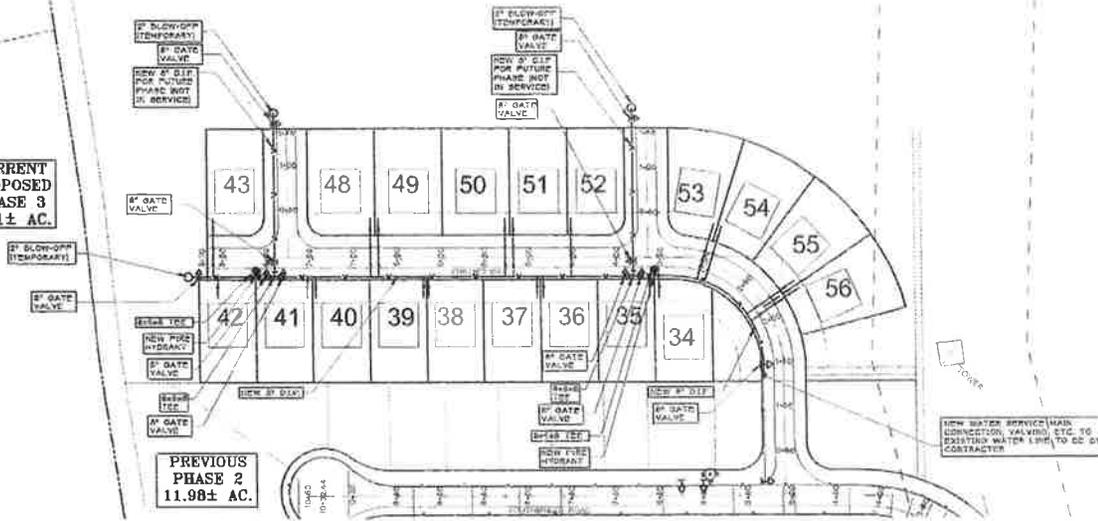
ALL SANITARY SEWER PIPING MATERIALS, BEDDING AND APPEARANCES SHALL BE STRICTLY IN CONFORMANCE WITH CITY OF KINGSPORT, TENNESSEE STANDARD PUBLIC WORKS SPECIFICATIONS.

FOR SANITARY SEWER LINES OF SLOPE GREATER THAN 1%, PROVIDE ANCHORS AT SPACINGS INDICATED ON THIS PLAN IN ACCORDANCE WITH CITY OF KINGSPORT STANDARDS AND SPECIFICATIONS.

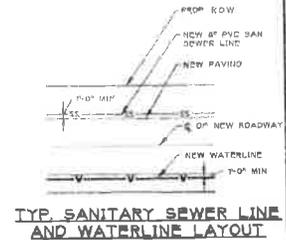
EDINBURGH SOUTH PHASE III SANITARY SEWER CHART									
Manhole #	MH Type	MH Depth	Top Elev.	Invert Elev.	Invert Dist.	Manhole (I)	Existing (E)	MH Connection #	Diameter
MH 10	Terminal	3'-0"	1122.00	1122.00	0'-0"	1122.00	1122.00	1122.00	18"
MH 11	8" PVC	4'-0"	1122.00	1122.00	0'-0"	1122.00	1122.00	1122.00	18"
MH 12	8" PVC	4'-0"	1122.00	1122.00	0'-0"	1122.00	1122.00	1122.00	18"
MH 13	8" PVC	4'-0"	1122.00	1122.00	0'-0"	1122.00	1122.00	1122.00	18"
MH 14	8" PVC	4'-0"	1122.00	1122.00	0'-0"	1122.00	1122.00	1122.00	18"
MH 15	8" PVC	4'-0"	1122.00	1122.00	0'-0"	1122.00	1122.00	1122.00	18"
MH 16	8" PVC	4'-0"	1122.00	1122.00	0'-0"	1122.00	1122.00	1122.00	18"
MH 17	8" PVC	4'-0"	1122.00	1122.00	0'-0"	1122.00	1122.00	1122.00	18"
MH 18	8" PVC	4'-0"	1122.00	1122.00	0'-0"	1122.00	1122.00	1122.00	18"
MH 19	8" PVC	4'-0"	1122.00	1122.00	0'-0"	1122.00	1122.00	1122.00	18"
MH 20	8" PVC	4'-0"	1122.00	1122.00	0'-0"	1122.00	1122.00	1122.00	18"

* DENOTES EXISTING MANHOLE INSTALLED IN PREVIOUS PHASES

**CURRENT
PROPOSED
PHASE 3
4.91± AC.**

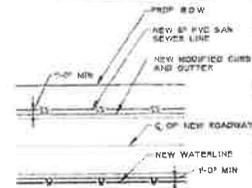


**PREVIOUS
PHASE 2
11.98± AC.**



**TYP. SANITARY SEWER LINE
AND WATERLINE LAYOUT**

**WASTEWATER TO AIR, HORIZONTAL
SEPARATION BETWEEN
SANITARY SEWER LINES AND
DOMESTIC WATER LINES**



**TYP. SANITARY SEWER LINE
AND WATERLINE LAYOUT
[AT ENTRANCE]**

WATER UTILITIES PLAN
SCALE: 1" = 50'

NOTES:

- 1) ALL WATERLINES TO BE 2'-0" MIN BELOW FINISH GRADE. CONFIRM ELEVATIONS W/ OTHER UTILITIES. ALL WATERLINES 10" THRU 12" TO BE DUCTILE IRON PVC PIPE. 30" CLASS 200 PRESSURE RATED CONFORMING TO ASTM D2241 12" THRU 48" PIPE MUST BEAR THE NATIONAL SANITATION FOUNDATION TESTING LABORATORIES, INC SEAL OF APPROVAL FOR POTABLE WATER. OR AN APPROVED EQUAL.
- 2) CITY OF KINGSFORD WILL FURNISH (WITH TWO WEEKS NOTICE) ALL METER SETTINGS AND METER BOXES FOR WATER SERVICES. DEVELOPER IS REQUIRED TO INSTALL ALL SERVICES. ALL WATER SERVICES TO BE PUBLIC LOCATED. ALL TAPS ARE TO BE MADE UNDER GRASSY AREAS (NOT UNDER ASPHALT OR CONCRETE). ALL WATER SERVICES TO BE LOCATED SO THAT THEY WILL NOT BE LOCATED IN DRIVEWAYS. ANY METHODS THAT NEED TO BE MOVED LATER MUST BE MOVED AT DEVELOPER'S COST.
- 3) CITY OF KINGSFORD WATER SERVICES DIVISION WILL TAP EXISTING LINE. IF NONE DEVELOPER MUST REIMBURSE THE CITY ALL ITEMS USED IN TAP WITHIN FOUR WEEKS OF MAKING THE TAP. TDEC STANDARDS FOR DISINFECTION OF NEWLY INSTALLED WATERLINES MUST BE FOLLOWED.
- 4) METAL JOINT RESTRAINTS SHALL BE USED AT ALL VALVES AND FITTINGS WITHOUT EXCEPTION AND SHALL BE INSTALLED AS SPECIFIED BY THE MANUFACTURER. THRUST BLOCKING SHALL BE USED IN CONJUNCTION WITH METAL JOINTS WHERE APPROPRIATE. THRUST BLOCKING SHALL BE INSTALLED AS SHOWN AND SPECIFIED IN THE STANDARD DETAILS PROVIDED IN THE CONTRACT DRAWINGS.
- 5) ALL SLOW-OFFS SHALL BE LOCATED IN ROW OR WITHIN DEDICATED EASEMENT.
- 6) BEFORE FINAL PLAT IS SIGNED FOR WATER, PURSUE CITY OF KINGSFORD WATER DEPARTMENT HAS-DULTY DRAWINGS OF ALL VALVES, HYDRANTS, SLOW-OFFS ETC AND MEASUREMENTS IN AUTOCAD AND PDF FORMAT IN WORD / DIGITAL FORMAT.

NOTE:
PLAT INFORMATION INCLUDING LOT LAYOUT, ROADWAY LAYOUT AND SITE SURVEY INFORMATION INCLUDING EXISTING TOPOGRAPHY PROVIDED BY ALLEY & ASSOCIATES.

ALL WATER LINES AND MATERIALS, SETTINGS AND APPURTENANCES SHALL BE STRICTLY IN COMPLIANCE WITH CITY OF KINGSFORD, TENNESSEE STANDARD PUBLIC WORKS SPECIFICATIONS.

WATER LINE TEE VALVING AND APPURTENANCES ETC.

- AT INTERSECTION OF 8" D.I.P. TO 8" D.I.P. PROVIDE 8" x 8" x 8" TEE AND 8" GATE VALVE AND 8" GATE VALVE EACH APPLICABLE SIDE OF INTERSECTION.
- AT INTERSECTION OF 6" D.I.P. TO 8" D.I.P. PROVIDE 8" x 8" x 8" TEE AND 8" GATE VALVE AND 8" GATE VALVE EACH APPLICABLE SIDE OF INTERSECTION.
- AT INTERSECTION OF 6" D.I.P. TO 2" PVC PROVIDE 8" x 8" x 2" TEE AND 2" GATE VALVE AND 8" GATE VALVE EACH APPLICABLE SIDE OF INTERSECTION.



**SPODEN & WILSON
CONSULTING ENGINEERS**
430 CLAY STREET
KINGSFORD, TENNESSEE 37080
Phone: (615) 215-1811 FAX: (615) 245-0882
e-mail: sweng@spodenwilson.com

EDINBURGH SOUTH PHASE III
KINGSFORD, TENNESSEE
THE EDINBURGH GROUP, LLC
KINGSFORD, TENNESSEE

SHEET TITLE
**WATER UTILITIES
PLAN**

DATE	FILE NO.
08-20-2018	8000
NO.	REVISION
1	ISSUE
2	REVISED
3	REVISED

SP-10

City of Kingsport
MATERIAL 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	177	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	11/16/10			Closed
	Edinburgh Phase 2, Section 2B	11	\$9,472.85	10/18/11			Closed
	Edinburgh Phase 2, Section 2C	14	\$20,128.29	04/03/12			Closed
	Edinburgh Phase 2, Section 2E	8	\$25,177.34	10/02/12			Closed
	Edinburgh Phase 2, Section 2F	9	\$19,382.60	05/07/13			Closed
	Edinburgh Phase 4	17	\$65,033.97	07/24/13			Closed
	Edinburgh Phase V	12	\$51,965.42	10/7/2014			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	\$38,265.22	3/1/2017			Open
	Edinburgh South Phase I	23	\$36,694.42	11/1/2016			Open
Jerry Petzoldt	Old Island Phase II	59	\$118,027.86	05/06/08	40	35	Closed
Jim Nottingham	Riverwatch	29	\$47,605.13	04/15/08	22	14	Closed
Harold Slemp & 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	42	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 52	46	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 Summitt at Preston Park Ph. 3	20	\$79,327.82	12/03/13	3	2	Closed
	TOTAL	851	\$1,343,628.80		531	452	

Revised 09/05/19



AGENDA ACTION FORM

Awarding the Bid for the Purchase of One (1) Cab Chassis with Articulating Grabber/Loader

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

Action Form No.: AF-234-2019
Work Session: October 14, 2019
First Reading: N/A

Final Adoption: October 15, 2019
Staff Work By: Committee
Presentation By: R. McReynolds, S. Hightower

Recommendation:

Approve the Resolution.

Executive Summary:

Bids were opened on September 24, 2019 for the purchase of One (1) Cab Chassis with Articulating Grabber/Loader for use by the Public Works Department. The advertisement for the Invitation to Bid was published in the Kingsport Times News on September 17, 2019 and placed on our website for 23 calendar days. It is the recommendation of the committee to accept the apparent low, responsible compliant bid from Triad Freightliner of TN LLC for One (1) 2019 Freightliner M2 106 W/Pac-Mac:

	\$137,955.00	Unit Cost
Less	<u>\$2,500.00</u>	Trade in Allowance Equipment # 1465
	\$135,455.00	Total Purchase Price

This unit is a fleet replacement.

Funding is identified in Project/Account # 51150085019010

Attachments:

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

Funding source appropriate and funds are available: *Jp*

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

RESOLUTION NO. _____

A RESOLUTION AWARDING THE BID FOR THE PURCHASE OF ONE CAB CHASSIS WITH ARTICULATING GRABBER/LOADER TO TRIAD FREIGHTLINER OF TN LLC AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

WHEREAS, bids were opened September 24, 2019, for the purchase of one (1) cab chassis with articulating grabber/loader for use by the Public Works Department; and

WHEREAS, the city will receive \$2,500 for a trade-in allowance for vehicle #1465; and

WHEREAS, upon review of the bids, the board finds Triad Freightliner of TN LLC., is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to purchase One (1) 2019 Freightliner M2 106 W/Pac-Mac cab chassis with articulating grabber/loader from Triad Freightliner of TN LLC, at a total purchase cost of \$135,455.00 which includes the deduction of the \$2,500.00 trade-in allowance; and

WHEREAS, funding is identified in account #51150085019010.

Now therefore,

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

SECTION I. That the bid for the purchase of One (1) 2019 Freightliner M2 106 W/Pac-Mac cab chassis with articulating grabber/loader at a total purchase cost of \$135,455.00, which includes the deduction of the \$2,500.00 trade-in allowance, is awarded to Triad Freightliner of TN LLC, and the city manager is authorized to execute a purchase order for same.

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

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

ADOPTED this the 15th day of October, 2019.

PATRICK W. SHULL, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

N JTES
 BID OPENING
 September 24, 2019
 4:00 P.M.

Present: Nikisha Eichmann, Assistant Procurement Manager; and Michelle Ramey, Assistant Procurement Manager

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

The Assistant Procurement Manager opened with the following bids:

Cab Chassis W/ Articulating Grabber/Loader						
Vendor:	Qty. :	Unit Cost:	Trade-In #1465:	Delivery Time:	Make/Model:	Comments:
Public Works Equipment and Supply Inc.	N/A	N/A	N/A	N/A	N/A	No Bid
Triad Freightliner of TN LLC	1	\$137,955.00	\$2,500.00	160-190 Days	Freightliner M2 106 W/ Pac Mac	N/A
Worldwide Equipment Inc.	1	\$145,388.00	\$2,000.00	45-90 Days	2020 Kenworth T370 W/ Pac Mac Brush Loader	N/A
Worldwide Equipment Inc.	1	\$141,152.00	\$2,000.00	200-240 Days	2021 Kenworth T370 W/ Pac Mac Brush Loader	N/A
The Pete Store-Knoxville	1	\$154,311.00	\$2,000.00	180-240 Days	Peterbilt/348 W Pac Mac Model KBF-20H-HIW on TKB Body 1824	2020 or 2021 model year depending on PO Date
Stringfellow Inc.	1	\$141,817.00	\$2,000.00	220-260 Days	Pac Mac KBF 18H-HJ on International	N/A
The Pete Store-Knoxville	1	\$153,123.00	\$2,000.00	75-90 Days	2020 Peterbilt/348 W/ Pac Mac Model KBF-18H-HJ on TKB Body 1824	N/A
CMI Equipment Sales, Inc.	1	\$150,839.00	\$2,500.00	270 Days	Petersen TL3 Mounted on Kenworth T370 Series Conventional	N/A

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



FLEET MAINTENANCE DIVISION

City of Kingsport, Tennessee

To: Nikisha Eichmann, Assistant Procurement Manager
From: Greg Willis, Streets Supervisor
 Rodney Deel, Sanitation Supervisor
 Steve Hightower, Fleet Manager
Date: September 30, 2019
Re: Cab/ Chassis with Brush Grabber Loader - Purchase Recommendation

This will confirm our review and recommendation to purchase the low compliant bid of the following vendor for use by the Public Work Trash Collection group. We are further recommending that the trade in offer of \$2,500 be accepted for unit #1465.

<u>Item</u>	<u>Quantity</u>	<u>Description</u>	<u>Award to Vendor</u>	<u>Fuel Economy</u>
1	1	2019 Freightliner w Packmac	Triad Freightliner	6 City/ 8 Hwy

Low Compliant Bidder

The bidder is compliant in all major aspects of the minimum specification requirements for the Cab Chassis with Brush Grabber Loader Truck(s) specified.

This unit will be a Fleet Replacement

Delivery and Compliance to Specifications expectations have been added to insure prompt delivery of any vehicle or piece of equipment purchased by the City of Kingsport. Failure of the awarded vendor to deliver on time or correct pre acceptance inspection deficiencies within the allotted time results in a monetary penalty assessed on a daily basis. This process will insure the departments receive their replacement units in a timely manner. Specified time allotted for delivery of this unit is 160-190 days after notification with 15 days to correct inspection deficiencies after delivery inspection and a \$50 dollar a day penalty assessed for non-compliance.

The bid offerings were reviewed by Street Maintenance Supervisor - Greg Willis, Sanitation Supervisor - Rodney Deel, and Fleet Manger - Steve Hightower, who are agreement with this recommendation. Confirming email of agreement is attached.

Fuel Economy Improvement

00%

No fuel economy improvements would be realized since the replacement unit is similar to the current units being operated.

Trade In(s)

1. Trade in(s):
 - a. 1465 - 2000 GMC Brush Grabber – Age: 19 Years – 11.4 MPG - Trade Offering: \$2,500

Origin/ Dealer Information

1. New Unit(s) Chassis Origin of Manufacture:
 - a. Chassis – Mount Holly, NC
 - i. 50 % Domestic/ 50 % Foreign Materials
2. Body Manufacturer:
 - a. Body – Pac Mac – Bay Springs, Mississippi
 - i. 90 % Domestic/ 10 % Foreign Materials
3. New Unit(s) Chassis Dealer:
 - a. Chassis – Triad Freightliner – Kingsport, TN
4. New Unit(s) Body Dealer:
 - a. Body – Stringfellow – Nashville, TN

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

Thank you.



Picture is for demonstration purposes only and does not reflect the actual unit(s) being purchased.

From: Deel, Rodney

Sent: Friday, September 27, 2019 8:39 AM

To: Hammonds, Ronnie <RonnieHammonds@KingsportTN.gov>; Hightower, Steve <SteveHightower@KingsportTN.gov>

Cc: Willis, Greg <GregWillis@KingsportTN.gov>; Williams, Adam <AWilliams@KingsportTN.gov>

Subject: Recommendations

Ronnie,

Greg, Steve, and I meet on the bids for the grabber and the road tractor. It is our recommendation that we go with the low bid on the grabber which is the Freightliner M2 106 W/ Pac Mac from Triad Freightliner of TN LLC.

The road tractor it is our recommendation to go with the low compliant bid which is Western Star 4900 FA from Triad Freightliner of TN LLC. Steve can we move forward with the purchase of these two items ?

Thanks,

Rodney Deel

Household Refuse Supervisor

City of Kingsport

423-224-2675

rodneydeel@kingsporttn.gov



AGENDA ACTION FORM

Awarding the Bid for the Purchase of One (1) Day Cab Road Tractor

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

Action Form No.: AF-235-2019
Work Session: October 14, 2019
First Reading: N/A
Final Adoption: October 15, 2019
Staff Work By: Committee
Presentation By: R. McReynolds, S. Hightower

Recommendation:
Approve the Resolution.

Executive Summary:

Bids were opened on September 25, 2019 for the purchase of One (1) Day Cab Road Tractor for use by the Public Works Department. The advertisement for the Invitation to Bid was published in the Kingsport Times News on September 11, 2019 and placed on our website for 14 calendar days. It is the recommendation of the committee to accept the low, responsible compliant bid from Triad freightliner of TN LLC for One (1) 2019 Western Start 4900FA:

	\$134,513.00	Unit Cost
Less	<u>\$2,500.00</u>	Trade in Allowance Equipment # 1159
	\$132,013.00	Total Purchase Price

This unit is a fleet replacement.

Funding is identified in Project/Account # 51150085019010

Attachments:

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

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 AWARDING THE BID FOR THE PURCHASE OF
ONE DAY CAB ROAD TRACTOR TO TRIAD FREIGHTLINER OF
TN LLC AND AUTHORIZING THE CITY MANAGER TO EXECUTE
A PURCHASE ORDER FOR THE SAME

WHEREAS, bids were opened September 23, 2019, for the purchase of one (1) day cab road tractor for the use at Public Works; and

WHEREAS, the city will receive \$2,500 for a trade-in allowance for vehicle #1159; and

WHEREAS, upon review of the bids, the board finds Triad Freightliner of TN LLC., is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to purchase One (1) 2019 Western Start 4900FA day cab road tractor from Triad Freightliner of TN LLC, at a total purchase cost of \$132,013.00 which includes the deduction of the \$2,500.00 trade-in allowance; and

WHEREAS, funding is identified in account #51150085019010.

Now therefore,

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

SECTION I. That the bid for the purchase of One (1) 2019 Western Start 4900FA day cab road tractor at a total purchase cost of \$132,013.00, which includes the deduction of the \$2,500.00 trade-in allowance, is awarded to Triad Freightliner of TN LLC, and the city manager is authorized to execute a purchase order for same.

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

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

ADOPTED this the 15th day of October, 2019.

PATRICK W. SHULL, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

N JTES
BID OPENING
September 25, 2019
4:00 P.M.

Present: Brent Morelock, Procurement Manager; Nikisha Eichmann, Assistant Procurement Manager; Greg Willis, Streets Supervisor; and Adam Williams, Street Maintenance Foreman

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

The Procurement Manager opened with the following bids:

Day Cab Road Tractor						
Vendor:	Qty.:	Unit Cost:	Trade-In #1159:	Delivery Time:	Make/Model:	Comments:
Triad Freightliner of TN LLC	1	\$134,513.00	\$2,500.00	120-180 Days	Western Star 4900 FA	For airliner suspension deduct \$3,000.00 Additional specs included
Goodpasture Motor Co.	1	\$125,650.00	\$2,000.00	70-100 Days	2020 International HX520	Additional specs included
Worldwide Equipment	1	\$128,250.00	\$1,000.00	160-180 Days	2021 Mack Anthem 64T	Additional specs included

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



FLEET MAINTENANCE DIVISION

City of Kingsport, Tennessee

To: Nikisha Eichmann, Assistant Procurement Manager
From: Greg Willis, Streets Supervisor
 Rodney Deel, Sanitation Supervisor
 Steve Hightower, Fleet Manager
Date: September 30, 2019
Re: Day Cab Road Tractor - Purchase Recommendation

This will confirm our review and recommendation to purchase the low compliant bid of the following vendor for use by the Public Work Streets Maintenance group. We are further recommending that the trade in offer of \$2,500 be accepted for unit #1159.

<u>Item</u>	<u>Quantity</u>	<u>Description</u>	<u>Award to Vendor</u>	<u>Fuel Economy</u>
1	1	2019 Western Star 4900FA	Triad Freightliner	5 City/ 7 Hwy

Compliant Bidder

The recommended bidder is compliant in all major aspects of the minimum specification requirements for the Day Cab Road Tractor Truck(s) specified. The two lower offerings of Worldwide Equipment and Goodpasture Motor did not meet the minimum specifications. Worldwide's offering was a 190" wheel base chassis with a minimum requirement of a 215" making their truck much shorter than the towing/trailing needs of the City and therefore automatically non-compliant.

Goodpasture Motors was non-compliant in regards to brake backing plates not provided, engine output rating less than minimum, battery CCA offering less than required, and other items not meeting the operational needs of the Streets Department. Goodpasture indicated that they could meet the minimum specification requirements for an additional price above their bid price. This information was revealed after all bids had already been opened and were being reviewed.

This unit will be a Fleet Replacement

Delivery and Compliance to Specifications expectations have been added to insure prompt delivery of any vehicle or piece of equipment purchased by the City of Kingsport. Failure of the awarded vendor to deliver on time or correct pre acceptance inspection deficiencies within the allotted time results in a monetary penalty assessed on a daily basis. This process will insure the departments receive their replacement units in a timely manner. Specified time allotted for delivery of this unit is 120-180 days after notification with 15 days to correct inspection deficiencies after delivery inspection and a \$50 dollar a day penalty assessed for non-compliance.

The bid offerings were reviewed by Street Maintenance Supervisor - Greg Willis, Sanitation Supervisor - Rodney Deel, and Fleet Manger - Steve Hightower, who are agreement with this recommendation. Confirming email of agreement is attached.

Fuel Economy Improvement

00%

No fuel economy improvements would be realized since the replacement unit is similar to the current units being operated.

Trade In(s)

- 1. Trade in(s):
 - a. 1159 – 1994 International Road Tractor– Age: 25 Years – 8.4 MPG - Trade Offering: \$2,500

Origin/ Dealer Information

- 1. New Unit(s) Chassis Origin of Manufacture:
 - a. Chassis – Cleveland, NC
 - i. 50 % Domestic/ 50 % Foreign Materials
- 2. New Unit(s) Chassis Dealer:
 - a. Chassis – Triad Freightliner – Kingsport, TN

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

Thank you.



Picture is for demonstration purposes only and does not reflect the actual unit(s) being purchased.

From: Deel, Rodney

Sent: Friday, September 27, 2019 8:39 AM

To: Hammonds, Ronnie <RonnieHammonds@KingsportTN.gov>; Hightower, Steve <SteveHightower@KingsportTN.gov>

Cc: Willis, Greg <GregWillis@KingsportTN.gov>; Williams, Adam <AWilliams@KingsportTN.gov>

Subject: Recommendations

Ronnie,

Greg, Steve, and I meet on the bids for the grabber and the road tractor. It is our recommendation that we go with the low bid on the grabber which is the Freightliner M2 106 W/ Pac Mac from Triad Freightliner of TN LLC.

The road tractor it is our recommendation to go with the low compliant bid which is Western Star 4900 FA from Triad Freightliner of TN LLC. Steve can we move forward with the purchase of these two items?

Thanks,

Rodney Deel

Household Refuse Supervisor

City of Kingsport

423-224-2675

rodneydeel@kingsporttn.gov



AGENDA ACTION FORM

Reject Proposals for Optional Life Insurance

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

Action Form No.: AF-240-2019
 Work Session: October 14, 2019
 First Reading: N/A
 Final Adoption: October 15, 2019
 Staff Work By: George DeCroes
 Presentation By: George DeCroes

Recommendation:
 Approve the Resolution.

Executive Summary:
 An RFP was issued in August and closed September 10 for Optional Life Insurance. The city received 13 proposals. After reviewing the proposals it was decided to not proceed with offering optional life insurance this year. The reasons being:

- Too many variations and options to make an equal comparison between proposals.
- Not expecting enough employees sign up to meet the minimum enrollment from some of the companies.
- Can't make the selection which would be best for all employees; Employees may be better off contacting an agent themselves and selecting the plan that best fits their (employees) needs.
- The number of variations may become a burden for payroll and HR increasing administration costs.

Attachments:
 1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION REJECTING ALL PROPOSALS RELATED TO
THE OPTIONAL LIFE INSURANCE

WHEREAS, requests for proposals were opened September 10, 2019, for optional life insurance for city employees; and

WHEREAS, after review of the proposals, it is found that the number of variations are too many to make equal comparisons, and the number of employees expected to sign up are not enough to meet minimum enrollment requirements for some of the companies, and therefore the city wants to reject all proposals.

Now therefore,

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

SECTION I. That all proposals opened September 10, 2019, relating to the optional life insurance are rejected.

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

ADOPTED this the 15th day of October, 2019.

PATRICK W. SHULL, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Approval of Easements and Rights-of-Way

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

Action Form No.: AF-236-2019
Work Session: October 14, 2019
First Reading: N/A

Final Adoption: October 15, 2019
Staff Work By: R. Trent; P. Gilmer
Presentation By: R. McReynolds

Recommendation:
Approve the offers.

Executive Summary:

In order to update existing sanitary sewer services in the Myrtle Street area, the Public Works Department has requested easements and rights-of-way across affected properties for the I&I Sanitary Sewer Rehabilitation Project. Appraisals have been prepared in accordance with the City of Kingsport's Real Property Acquisition Policies & Procedures and indicates the fair market value as per the attached property owners.

This project will be funded under #SW1804.

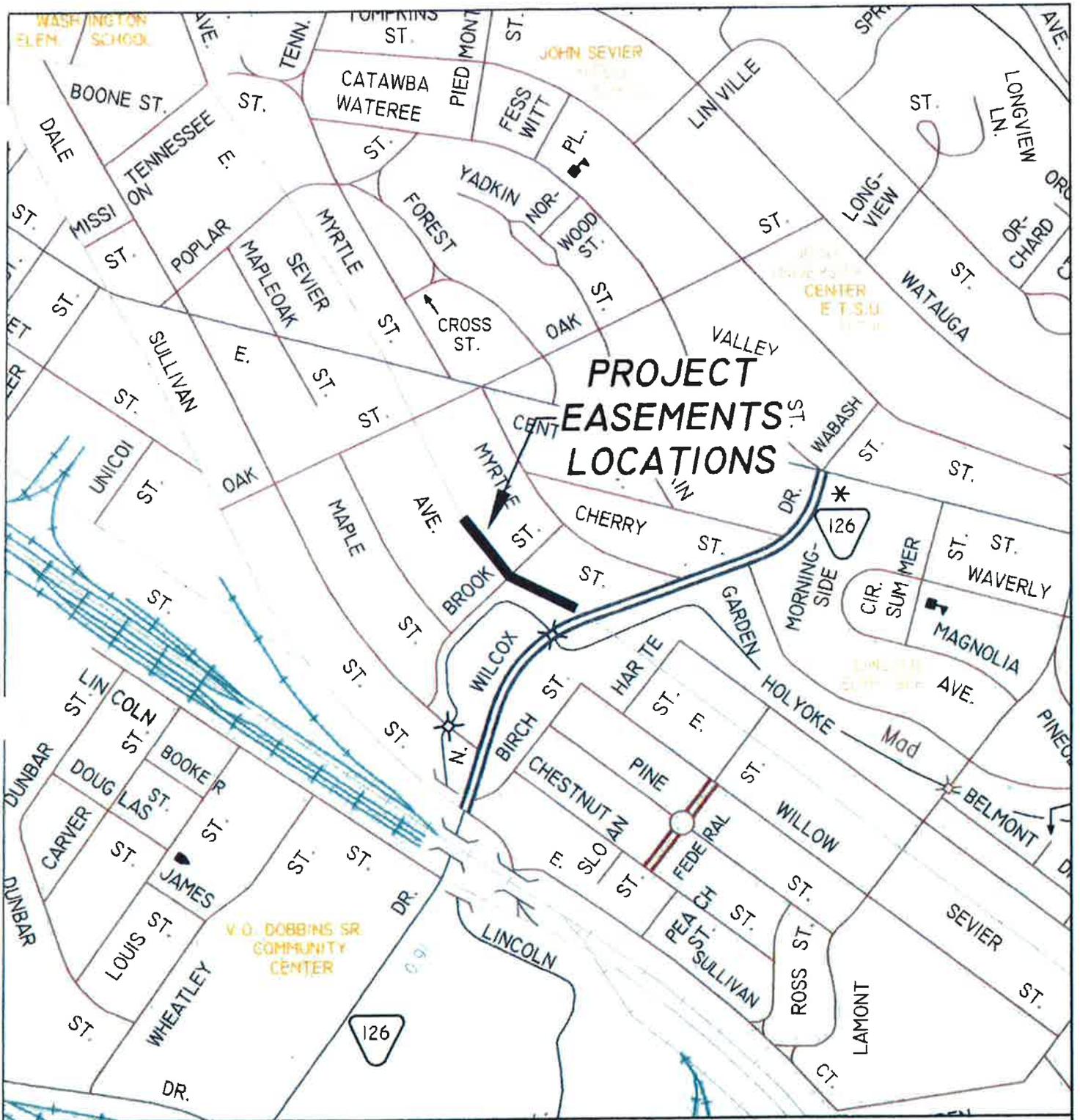
Attachments:

- 1. Offers
- 2. Project Location Map

Funding source appropriate and funds are available: *js*

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

<u>Tax Map & Parcel</u>	<u>Property Owner/s</u>	<u>ROW/Easement Area</u>	<u>Appraised Value</u>
#046O; K; 014.00	Mamie Chaffin c/o Mamie Moffitt 1014 Myrtle Street Kingsport, TN 37660	Perm. 42 sq. ft.	\$24.00
#046O; K; 015.00	George Massey 405 Amber Street Kingsport, TN 37660	Perm. 422 sq. ft.	\$240.00
#046O; K; 018.00	David & Gay Russo 1212 SE 2 nd Ct., Apt. 404 Ft. Lauderdale, FL 33301	Perm. 1,050 sq. ft.	\$760.00
#061B; C; 001.00	Janie Horn 1100 Myrtle Street Kingsport, TN 37660	Perm. 956 sq. ft.	\$540.00
#061B; C; 002.00	Sammy Fugate P. O. Box 9025 Gray, TN 37615	Perm. 887 sq. ft.	\$500.00
#061B; C; 003.00	Jeff Ward 1404 Van Oaks Kingsport, TN 37665	Perm. 887 sq. ft.	\$500.00
#061B; C; 004.00	Kenneth Glass 1280 Cooks Valley Road Kingsport, TN 37664	Perm. 887 sq. ft.	\$500.00
#061B; C; 005.00	Barry & Anissa Lyttle 340 Cain Drive Blountville, TN 37617	Perm. 887 sq. ft.	\$500.00
#061B; C; 006.00	Michael Cody, etal, L/E Jeffrey Hicks, R/M 1120 Myrtle Street Kingsport, TN 37660	Perm. 887 sq. ft.	\$530.00
#061B; C; 007.00	Regina Lawson 110 E. Sevier Avenue Kingsport, TN 37660	Perm. 887 sq. ft.	\$561.00
#061B; C; 008.00	Walter & Ashley Cooper 2112 Heatherly Road Kingsport, TN 37660	Perm. 354 sq. ft.	\$230.00



**I&I SANITARY SEWER PROJECT
EASEMENTS LOCATION MAP**

2019-C11



AGENDA ACTION FORM

Approve 2019 Soccer Agreement with Tri-Cities United

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

Action Form No.: AF-221-2019
 Work Session: October 14, 2019
 First Reading: N/A
 Final Adoption: October 15, 2019
 Staff Work By: Matthew Elkins, Kitty Frazier
 Presentation By: Chris McCart

Recommendation:
 Approve the Resolution.

Executive Summary:
 For the past several years, the City has worked with Tri-Cities United to organize and operate both competitive and recreational soccer programs at Eastman Park at Horse Creek. City Parks and Recreation staff will continue to work with Tri-Cities United Soccer Club to manage facility use, monitor compliance with Tennessee State Law regarding Youth Sports Concussion regulations and overall league operations. Tri-Cities United Soccer Club has been assigned benchmarks to meet during the term of the agreement to ensure the organization is operating the soccer programs at the high standard that the City expects.

The Agreements allow Tri-Cities United Soccer Club to utilize the Eastman Park at Horse Creek soccer complex during their spring and fall seasons and to operate concessions during their events. By approving these agreements, Tri-Cities United Soccer Club will continue to provide a quality soccer program to the citizens of Kingsport.

Attachments:
 1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AGREEMENTS WITH TRI-CITIES UNITED SOCCER CLUB, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENTS AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the city, for the parks and recreation department, would like to enter into an agreement with Tri-Cities United Soccer Club, a soccer organization, to manage facility use, monitor compliance with the Tennessee State Law regarding Youth Sport Concussion, and league operations at the Eastman Park at Horse Creek soccer complex during their spring and fall seasons; and

WHEREAS, Tri-Cities United Soccer Club has been assigned benchmarks to meet during the term of the agreement to ensure the organization is operating the soccer programs at the standard the city requires; and

WHEREAS, the city would also like to enter into a Concession Lease Agreement with Tri-Cities United Soccer Club for concession sales at the Eastman Park at Horse Creek soccer complex during the spring and fall seasons;

Now therefore,

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

SECTION I. That an agreement with Tri-Cities United Soccer Club soccer organization is approved.

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

AGREEMENT BETWEEN
CITY OF KINGSPORT, TENNESSEE
AND
TRI-CITIES UNITED

THIS AGREEMENT made by and entered into as of this 1st day of July, 2019, by and between the CITY OF KINGSPORT, hereinafter called "CITY", and the Tri-Cities United, hereinafter called "TRIC".

WITNESSETH

WHEREAS, CITY has a major emphasis on the provision of a recreational youth soccer program for the citizens of CITY; and

WHEREAS, the Eastman Park at Horse Creek is a soccer facility in Northeast Tennessee; and
WHEREAS, TRIC, is a non-profit organization that is organized to promote youth sports activities through the operation of its youth soccer program; and

WHEREAS, a special Oversight Committee has been created by this Agreement to work with TRIC; and

WHEREAS, CITY is the owner of that certain public park known as Eastman Park at Horse Creek located at 2969 Sullivan Gardens Parkway, Kingsport, Tennessee, and hereafter referred to as the "Facilities"; and

WHEREAS, TRIC and CITY desire to enter this Agreement for the purpose of evidencing the Agreement of the parties with regard to the use of the Facilities by FCDT and the respective obligations contained herein;
NOW, THEREFORE, the premises considered, in consideration of the mutual promises contained herein, the parties agree as follows:

I. Term

This Agreement shall be for a term of one (1) year beginning on the date of the execution hereof. However, this Agreement may be terminated with or without cause by either party by giving one hundred twenty (120) days written notice to the other party. If requirements of the Agreement are not met during the term, a special meeting of the Oversight Committee will be held to discuss any corrective action necessary.

II. Oversight Committee

Under the direction of the Kingsport Parks and Recreation Advisory Committee, an Oversight Committee will be appointed for the purpose of providing general guidance and overall direction for the soccer program that is conducted at the Facilities. The committee will be composed of the following members.

- a. Parks and Recreation Advisory Committee member
- b. Athletic Advisory Committee member
- c. Recreation Coordinator for TRIC
- d. TRIC President or representative appointed by TRIC Board of Directors
- e. Program Coordinator for Parks and Recreation Department

It is preferred that the individuals appointed to fill the positions of (c) and (d) be City of Kingsport residents. These 5 positions must be 5 different persons.

The Oversight Committee will continuously review the operations of the soccer program and ensure that the Agreement between CITY and TRIC is followed. Responsibilities of the Oversight Committee will include, and not be limited to the following;

- Review of residency issues;
- Benchmarks set by CITY;
- Review of scheduling and of facility and program operations; and
- Items in Section III.2 pertaining to items that TRIC provides to CITY.

Items that CITY receives from TRIC are to be submitted to the Program Coordinator for Parks and Recreation, who will prepare for review by the Oversight Committee. The Oversight Committee will meet on a quarterly basis throughout the year, and on more occasions if necessary.

III. Option to Renew

This Agreement may be renewed for one additional term at the option but not the obligation of the parties, for an additional term of one year, conditioned upon the following:

1. If not in violation of any obligation hereunder, TRIC, shall be given the option to renew the Agreement for a like term upon conditions set forth by CITY. If TRIC, should desire to renew this Agreement, it shall do so by giving written notice to CITY prior to May 1 of the year for which the extension is requested. In the event unforeseen circumstances cause a delay in renewal, the Agreement will remain in place until it is renegotiated. .
2. That TRIC shall provide the information as outlined on the checklist (See Attachment A of this Agreement):

In the event the checklist items are not timely furnished, this Agreement and/or any extension thereof shall be automatically cancelled without further notice.

3. An evaluation shall be performed jointly by the Oversight Committee and members of the Board of Directors of TRIC in order to measure the success of the Agreement. This is to ensure that the service to the citizens of Kingsport and the emphasis of the Recreation Soccer program has remained the primary focus.

IV. Use of Facilities

1. TRIC will be the primary youth soccer provider for CITY. Thus, during the period of July 1, 2019 to June 30, 2020 TRIC, shall have the primary right to use the Facilities, as assigned by CITY, during TRIC regular Fall and Spring recreational seasons, and two tournaments, without assignment of any associated facility rental fees. Participation in the Recreational Soccer Program must maintain 51% or more CITY residents each season. The first priority for field use is for the Recreational Soccer Program. At any time the soccer facilities are not being used by TRIC, CITY may assign such facilities to other associations or parties.

To qualify as a CITY resident, a participant must meet one of the following criteria:

- Lives inside the city limits of Kingsport;
- Parent/Legal Guardian pays city of Kingsport property tax; or
- Participant attends a school operated by the City of Kingsport School System. The percentage requirement is to be followed on a per season basis.

CITY encourages the formation of a Recreational Soccer program that takes place during the summer. TRIC should work together with the Oversight Committee to work on the timing of such program, so as to not hinder other youth sports in the area.

2. The second priority for use of the Facilities is by the TRIC Academy programs that have 51% or more CITY residents. These age divisions of play may be scheduled after the Recreational Soccer program has been given the appropriate amount of play.

3. The third priority for use of the Facilities is the TRIC Academy programs that have less than 51% CITY residents.

4. **"Friendlies": The scheduling of matches commonly referred to as Friendlies may be scheduled at the Facilities as long as at least one of the teams participating is a TRIC team based at the Facilities.** Other games not involving TRIC teams may not be held at Facility without prior approval of CITY.

Normal usages outlined include the following for the recreation program and academies:

- 2 practices per week
- 5-7 league days during season
- 1 local festival per season
- 2-3 friendlies per season
- 1-2 level appropriate tournaments per season

Additional uses must have the approval of the Oversight Committee and the recommendation for fees shall come from the committee.

5. TRIC may use the conference room located at Facilities for official TRIC use and temporary office space during the term of this Agreement. It is the responsibility of TRIC to keep the room clean and organized during the term of this agreement. CITY is not responsible for the security of any items belonging to TRIC that are in this room. CITY reserves the right to assign the space to other associations or parties when not in use by TRIC.

6. CITY will provide TRIC an alternate space to for their board meetings November-March.

7. The City will allow minimal storage, for equipment and supplies, inside the designated maintenance area of the Facilities main building.

8. TRIC understands and agrees that CITY is not responsible for the security or maintenance of any TRIC equipment or supplies that are stored at the Facilities.

9. TRIC regular Fall and Spring recreational seasons will be within the months of August through October and March through May respectively. During either or both the Fall and Spring TRIC recreational soccer seasons, CITY may resume the primary right to designate use of the Facilities for up to three consecutive days. This interruption may not occur more than once during each recreational season. CITY will provide notice of these scheduled interruptions no later than February 1 for the Fall season and August 1 for the Spring season. CITY will make reasonable efforts during these scheduled interruptions to minimize disruption to TRIC recreational programs. The conditions described in the concession lease with TRIC will continue to apply during these designated periods.

10. CITY reserves the right to utilize the Facilities when TRIC league activities are not scheduled. If Facilities are abandoned, the Agreement is terminated. "Abandonment" shall be defined as no play taking place on allocated field(s) during the entire term of the Agreement.

11. TRIC may not make any additions and/or alterations to the Facilities including the soccer facility buildings, equipment, grounds, and/or furnishing without written consent from CITY.

12. TRIC understands and agrees that at times weather, scheduled maintenance, and/or field conditions may result in CITY denying the use of certain fields on dates for which approval has been granted.

13. CITY shall at all times has the right to inspect the Facilities being used by TRIC and all TRIC sponsored activities related to the use of Facilities.

14. If TRIC should desire to use Facilities for additional tournaments or special events or programs, TRIC shall make a request to CITY in accordance with the guidelines established for assigning and scheduling of activities at CITY sports facilities. Any and all additions, tournaments or special programs shall not be included in this Agreement, but shall require a separate written Agreement between the parties.

V. Obligations of CITY

CITY agrees to provide the following maintenance and repairs in a manner generally equal to normal CITY maintenance and repair of similar CITY recreational facilities:

- Maintain all turf areas on the fields to include mowing, weed control, fertilizing and herbicide spraying.
- Provide sand, soil, etc. to be used in leveling or backfilling low areas when deemed necessary by CITY staff.
- Maintain all bleachers in a safe and secure condition.

- Provide trash receptacles and dumpster and provide for the removal of trash that has been deposited in dumpsters as warranted.
- Maintain structural integrity of concession stands, restrooms, and storage areas including repair or replacement of damaged roofs, doors, and windows.
- Maintain all building and field lighting systems, including repair or replace lights, poles, wiring, and other equipment related to the lighting of each field and buildings.
- Maintain all scoreboards and control systems.
- Maintain field irrigation system and watering schedules of turf areas.
- Communicate with TRIC field mowing, fertilization and irrigation schedules. Inform TRIC of any other required maintenance on the fields that would alter playing schedules.
- Provide TRIC with contact information for after-hour and everyday needs.
- Maintain and repair all parking areas to include gates.
- Maintain all trails within the Facilities.
- Establish key control and Musco control link access.
- Provide custodial supplies to be stocked in appropriate areas by TRIC. CITY will provide toilet paper and cleaning supplies to be used. TRIC will put supplies in place and continuously reload holders. CITY will clean restrooms twice per week with TRIC responsible for cleaning as needed all other times.
- Determine all rental fees and rules for usage of facility.
- Allow nonvoting ex-officio representation by TRIC on the Parks and Recreation Athletics Advisory Board.
- Establish all rules to include facility safety, signage as appropriate, emergency notification process, traffic control, and environmental regulations.
- Establish policy for field lighting usage and access to computer codes.
- Provide a plan for and approve all capital improvements with input from TRIC.
- Provide for insurance on buildings.
- Provide white field paint (in an amount not to exceed 100 cases per year) to be used by TRIC at the Facilities.; and
- Line fields as needed for events and activities assigned to user groups other than TRIC.
- Ensure the facility is locked when not in use.
- Assist TRIC with distribution of information and refer interested parties to TRIC, when necessary. It is understood and agreed CITY'S obligations under this Agreement will be performed when and to the extent that budgeted funds are available for of its obligations. If CITY is unable to fulfill its obligations due to budget restraints, it will not be obligated to TRIC for any monetary damages.

VI. Obligations of TRIC

TRIC agrees to:

1. Provide to the citizens of Kingsport a quality recreational soccer program that operates with reasonable participant fees and associated services. Recreational soccer is the primary focus and emphasis of service. Any proposed change to the fee for the Recreation Soccer program must have the advanced approval of CITY. TRIC must also have the recommendation of the Oversight Committee.
2. Provide a scholarship program for the underprivileged.
3. Meet the following benchmarks for the Recreation Program:
 - a. Increase overall participation in the Recreation Program annually. The benchmark goal is to increase by a percentage established by the Oversight Committee annually. Participation increases will be assessed by comparing the previous year's recreation program participant numbers to the annual recreation program participation numbers after the completion of the Spring season.
 - b. Perform a Customer Satisfaction survey annually of both Recreation and Academy participants, and analyze and implement changes based on the results of each survey. Questions for the survey will be developed jointly with the Program Coordinator for Parks and Recreation.
 - c. Provide educational and training sessions for coaches throughout each season through multiple training outlets (in person trainings, web based trainings, printed materials, etc.).
 - d. Plan to host two tournaments each year to that include TRIC teams and may also include non-TRIC teams in order to create a positive economic impact on the Kingsport community.
 - e. Submit a marketing and promotion plan to the Program Coordinator prior to the beginning of the fall season and monitor and evaluate the effectiveness of each plan.
4. Perform a Criminal Background Check through Tennessee State Soccer on each volunteer who coaches or has one on one contact with youth. The purpose is to make the program as safe as possible for the youth participants. Volunteer applicants who have a past history of child abuse or molestation, violent behavior, drug or substance abuse, or other inappropriate behavior should be denied the opportunity to volunteer.

5. At no expense to CITY, provide the following maintenance and repair:
 - Maintain soccer goals, nets, cables and net clips.
 - **TRIC shall be responsible for daily game day policing of all litter at Facilities to include playing areas, bleachers, concession stands, offices, maintenance buildings, and adjacent grounds.**
 - **Line all fields for TRIC recreation league, academy, and tournament play.**
 - Monitor restroom facility and stock supplies to be provided by CITY.
 - Adhere to CITY rules that pertain to field usage and provide input on overuse.
6. Furnish to the CITY Parks and Recreation Department a calendar of events Fall, Spring and Summer seasons respectively. The schedule may be updated and adjusted as the season progresses and will serve as a guide for maintenance of the Facilities. Any adjustments must be relayed to the CITY Parks and Recreation Department.
7. Refer all groups requesting use of the Facilities to the Program Coordinator of Kingsport Parks and Recreation. TRIC is not authorized to schedule the fields for anyone other than TRIC practices and/or games. This includes all school systems in the area.
8. Schedule and meet with the CITY Parks and Recreation Department prior to the season to discuss schedules, field playability and department guidelines and maintain regular communication with CITY staff.
9. Provide CITY with completed accident and incident reports pertaining to TRIC's use of Facilities.
10. Report any facility maintenance problems to CITY designated personnel.
11. CITY will provide toilet paper and cleaning supplies to be used. TRIC will put supplies in place and continuously reload holders. CITY will clean restrooms twice per week with TRIC responsible for cleaning as needed all other times.
12. Sign a lease agreement for concession rights and request approval by CITY for any and all additional concession trailers and follow City, County, and State Health Codes. CITY will retain all pouring rights for beverages and TRIC agrees to honor this arrangement and will not do anything in the way of concessions or advertising that would violate such Agreement.
13. Post no advertising or signage at the Facilities. Special request for signage or promotional items must be made to the CITY Parks and Recreation office and may not conflict with existing facility sponsors and/or naming.

A minimum payment of \$4,000 fee is required per season. This fee offsets the field usage by TRIC for non-recreation based programs.

As an incentive to increase participation in the recreational soccer program, TRIC will be given a credit of \$10.00 for every City of Kingsport resident that is registered in the recreation soccer league (per season) and/or as enrolled in each fee based instructional clinic. TRIC will be given a credit of \$5.00 for every non City of Kingsport resident that is enrolled in the recreation soccer league (per season). The \$4,000 fee will be reduced based on the cumulative amount of those credits.

Fee payment shall be made by cash/check and reconciled per season.
14. Provide a responsible adult to be on-site at each and every activity scheduled at Facilities.
15. Ensure the facility is locked each day at the conclusion of TRIC's use each day.
16. Not make any permanent changes to Facilities or fields without the expressed prior written permission of CITY.
17. Adhere to facility rules and regulations which includes proper use and care of lights, grounds, keys, facilities, and amenities.
18. Follow all Park rules that have been established by the CITY Parks and Recreation Department.
19. Pay CITY for the use of sports field lighting directly related to TRIC usage. Payments shall be made by cash/check or in equivalent value of in-kind volunteer labor as mutually agreed upon by CITY and TRIC. These fees must be calculated and reconciled per season.
20. Assist CITY in moving and relocating soccer goals in the Facilities. TRIC is responsible to ensure goals are properly anchored. As per the City of Kingsport Risk Management recommendations, the goals should be anchored in one of the following ways to avoid the injury that may occur when goals overturn:
 - Auger-style anchors that are screwed into the ground;
 - Semi-permanent anchors, which require a permanently secured base that is buried underground combined with the use of tethers or bolts to secure the goal.
21. Allow ex-officio representation by CITY Parks and Recreation on TRIC Board.
22. Conduct only TRIC sanctioned and organized events and activities under the terms of this Agreement. Personal use of the Facilities by TRIC members is outside the scope of this Agreement.
23. Hold CITY harmless from all damage or loss to TRIC equipment located at the Facilities unless specifically caused by the sole negligence of CITY.

24. Provide CITY Parks and Recreation statistical data pertaining to participation and attendance at Facilities on a monthly basis.

25. Include Photo & Video Policy on all advertisement and registration forms: Please be aware that photos and videos may be taken to promote the services and facilities that our City offers and become the City's sole property. The City of Kingsport and the media may publish these photographs or air these videos in printed publications, cable TV, and online on the CITY's website and social media.

26. Abide by and comply with the requirements of Tenn. Code Ann § 68-55-503 "Sports Concussion Law" and Tenn. Code Ann. § 68-54-100 "Sudden Cardiac Arrest Prevention Act"

VII. Assignment and Exclusivity

This Agreement is a privilege for the benefit of TRIC only and may not be assigned in whole or part by TRIC to any other person or entity. Both parties understand that TRIC use of the Facilities is nonexclusive.

VIII. Insurance and Indemnification

TRIC will provide Commercial General Liability Coverage. At all times during the Term of this Agreement, TRIC will maintain in full force and effect policies of contractual and commercial general liability insurance, including public liability and broad form property damage, for not less than a Combined Single Limit for Bodily Injury (including death), Property Damage, and Personal Injury Liability of \$1,000,000 per occurrence and \$2,000,000 aggregate. Such policy or policies shall name CITY as an additional insured thereunder. All of such insurance shall insure the performance by TRIC of its indemnity agreement as to liability for injury to or death of persons and injury or damage to property. All of such insurance shall be primary and noncontributing with any insurance which may be carried by CITY and shall contain a provision that CITY, named or not named as an insured, shall nevertheless be entitled to recover under said policy for any loss, injury or damage to CITY, its agents and employees or the property of such persons, by reason of the negligence of TRIC. Such policy shall expressly provide that such policy shall not be canceled or altered without thirty (30) days prior written notice to CITY. CITY shall be named as an additional insured on all such policies. TRIC shall, before using transportation services, provide CITY with a certified copy of the policies of insurance, declaration page and all endorsements thereto, required by this Agreement, and which endorsements must provide CITY the coverage set out herein and be acceptable to CITY. TRIC also shall provide CITY with a certificate of insurance for each policy required under this Agreement showing that the coverages required hereunder are in force with premiums paid and that such policies are non-cancellable and may not be materially modified except upon thirty (30) days prior notice to CITY (or, if such thirty (30) day period of notice is not obtainable on a commercially reasonable basis, upon such notice as is commercially reasonable). Additionally, TRIC shall provide certified copies of the policies of insurance required by this Agreement and all endorsements thereto when requested by CITY, but no less than annually during the term of this Agreement. All insurance provided for in this Section, and all renewals thereof, shall be issued by responsible insurance companies authorized to do business in the State of Tennessee. If any insurer which has issued a policy of insurance required pursuant to this Agreement becomes insolvent or the subject of any bankruptcy, receivership or similar proceeding, TRIC shall, in each instance, obtain a like policy issued by another insurer, which insurer and policy meet the requirements of this Agreement.

TRIC shall indemnify, defend and hold harmless CITY, its officers, employees and agents from any and against any and all suits, actions, or claims of every kind or nature whatsoever, foreseen or unforeseen, known or unknown that arises out of, or is any way related to the acts or the failure to act in whole or in part, by TRIC or its agents, volunteers, or employees in the use of the Facilities or arising out of obligations of TRIC as set forth in this Agreement.

IX. Miscellaneous Provisions:

1. No modification of this Agreement shall be effective unless it is made in writing and is signed by the authorized representatives of the parties hereto.

2. This Agreement shall be construed under and in accordance with the laws of the State of Tennessee, and all obligations of the TRIC and CITY created hereunder are performable in Sullivan County, Tennessee.

3. Nothing in this Agreement shall be construed to make CITY or its respective agents or representatives liable in situations it is otherwise immune from liability.

4. In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

5. Each party represents to the other that the individual signing this Agreement below has been duly authorized to do so by its respective governing body, and that this Agreement is binding and enforceable as to each party.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate originals.

[Acknowledgements deleted for inclusion in this Resolution]

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

SECTION IV. That a Concession Lease Agreement with Tri-Cities United Soccer Club is approved.

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

CONCESSION LEASE AGREEMENT

This Agreement made and entered into this 1st day of July 2019, by and between the City of Kingsport, a municipal corporation of the State of Tennessee, hereinafter called LESSOR, AND Tri-cities United, hereinafter called CONCESSIONAIRE.

W-I-T-N-E-S-S-E-T-H

That for and in consideration of \$50.00 per season, to be paid seasonally, LESSOR does hereby lease unto CONCESSIONAIRE for the period of July 1, 2019, through June 30, 2020, the concession rights for the sale of food, refreshments, confectionery and beverages at the soccer fields at 2969 Sullivan Gardens Parkway.

CONCESSIONAIRE agrees to and shall abide by the following conditions:

CONCESSIONAIRE will be responsible for furnishing all the equipment, food supplies or other items offered for sale, and any other incidentals necessary for the operation of the concession. CONCESSIONAIRE shall be responsible for the maintenance of its equipment to insure that it is in a safe and usable condition at all times, and shall provide at its own cost a sufficient number of employees to serve the public promptly and in a manner satisfactory to the Parks and Recreation Manager. CONCESSIONAIRE agrees not to sublet or sublease in any form the concession rights or assign this agreement.

LESSOR'S Parks and Recreation Manager (hereinafter "Parks and Recreation Manager") shall approve all items offered under this Agreement and shall approve all prices charged to the public.

LESSOR retains all pouring rights for beverages and CONCESSIONAIRE agrees to honor such, and will not do anything that would violate such pouring rights, including concessions or advertising.

CONCESSIONAIRE shall agree to comply with and abide by all rules regulating the operation of the park and the hours of operation of the concession shall coincide with the hours of the park in agreement with the Parks and Recreation Manager.

CONCESSIONAIRE shall furnish all labor and other materials necessary to maintain the concession in a clean, orderly and inviting condition that shall be satisfactory to the Parks and Recreation Manager; and this shall include the area immediately surrounding the concession area. In addition, at the end of each day, CONCESSIONAIRE shall be responsible for keeping the designated eating and shelter area free of all trash and litter by placing it in a dumpster.

LESSOR will furnish lights, power, and water in such locations where these utilities now exist. All additional installations which require the use of these utilities shall be made and maintained at the expense of CONCESSIONAIRE and upon the approval of the Parks and Recreation Manager.

Any alterations, repairs, or additions to the building area occupied by CONCESSIONAIRE must be approved in advance by the Parks and Recreation Manager. LESSOR shall make all ordinary and reasonable repairs to preserve the building occupied by CONCESSIONAIRE.

It shall be the obligation of CONCESSIONAIRE to secure or obtain all permits and licenses required by law for the operation of the concession and the sale of approved merchandise.

CONCESSIONAIRE shall comply with all ordinances of the City of Kingsport, Sullivan County, and the State of Tennessee, and shall comply with all applicable State and Federal rules and regulations

concerning the serving of food, hours of work, pay and equal employment of personnel without discrimination as to race, color, age or sex.

LESSOR shall have the right of inspection and audit at all times during regular business hours. A violation of any provisions of this agreement shall work a forfeiture of this agreement, and the City may take possession on a twenty-four (24) hour notice.

CONCESSIONAIRE may voluntarily terminate the agreement upon five (5) days written notice to the City.

CONCESSIONAIRE will provide Commercial General Liability Coverage. At all times during the Term of this Agreement, CONCESSIONAIRE will maintain in full force and effect policies of contractual and commercial general liability insurance, including public liability and broad form property damage, for not less than a Combined Single Limit for Bodily Injury (including death), Property Damage, and Personal Injury Liability of \$1,000,000 per occurrence and \$2,000,000 aggregate. Such policy or policies shall name LESSOR as an additional insured thereunder. All of such insurance shall insure the performance by CONCESSIONAIRE of its indemnity agreement as to liability for injury to or death of persons and injury or damage to property. All of such insurance shall be primary and noncontributing with any insurance which may be carried by LESSOR and shall contain a provision that LESSOR, named or not named as an insured, shall nevertheless be entitled to recover under said policy for any loss, injury or damage to LESSOR, its agents and employees or the property of such persons, by reason of the negligence of CONCESSIONAIRE. Such policy shall expressly provide that such policy shall not be canceled or altered without thirty (30) days prior written notice to LESSOR. LESSOR shall be named as an additional insured on all such policies. CONCESSIONAIRE shall, before using transportation services, provide LESSOR with a certified copy of the policies of insurance, declaration page and all endorsements thereto, required by this Agreement, and which endorsements must provide LESSOR the coverage set out herein and be acceptable to LESSOR.

CONCESSIONAIRE also shall provide LESSOR with a certificate of insurance for each policy required under this Agreement showing that the coverages required hereunder are in force with premiums paid and that such policies are non-cancellable and may not be materially modified except upon thirty (30) days prior notice to LESSOR (or, if such thirty (30) day period of notice is not obtainable on a commercially reasonable basis, upon such notice as is commercially reasonable). Additionally, CONCESSIONAIRE shall provide certified copies of the policies of insurance required by this Agreement and all endorsements thereto when requested by LESSOR, but no less than annually during the term of this Agreement. All insurance provided for in this Section, and all renewals thereof, shall be issued by responsible insurance companies authorized to do business in the State of Tennessee. If any insurer which has issued a policy of insurance required pursuant to this Agreement becomes insolvent or the subject of any bankruptcy, receivership or similar proceeding, CONCESSIONAIRE shall, in each instance, obtain a like policy issued by another insurer, which insurer and policy meet the requirements of this Agreement.

CONCESSIONAIRE shall indemnify, defend and hold harmless LESSOR, its officers, employees and agents from any and against any and all suits, actions, or claims of every kind or nature whatsoever, foreseen or unforeseen, known or unknown that arises out of, or is any way related to the acts or the failure to act in whole or in part, by CONCESSIONAIRE or its agents, volunteers, or employees in the use of the Facilities or arising out of obligations of CONCESSIONAIRE as set forth in this Agreement.

[Acknowledgements deleted for inclusion in this Resolution]

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

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

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

ADOPTED this the 15th day of October, 2019.

PATRICK W. SHULL, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY