AGENDA

BOARD OF MAYOR AND ALDERMEN
WORK SESSION

Monday, December 16, 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
Ken Weems, Planning Manager
Jessica Harmon, Assistant to City Manager

1. Call to Order
2. Roll Call
3. KEDB/NETWORKS Update – Craig Denison & Clay Walker
4. Aerospace Park Update – Mark Canty
5. Projects Mapping – Michael Thompson
6. Review of Items on December 17, 2019 Business Meeting Agenda
7. Adjourn

Next Work Session Jan. 6: City Elections

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

December 17, 2019

1 Mitchell Road Sewer Work
Installation of the gravity sanitary sewer line and manholes continues at the project site.

2 New City Hall - Phase 1
A sprinkler system was installed and duct work continues in the future BMA meeting room.

3 Kingsport Aquatic Center Expansion
The connecting pavilion roof is being constructed, while the new pump house building construction continues.

4 Miracle Field
The stone subgrade for the field base has been placed. The photo is the view from the future home plate.

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.
$6,320,780.00	Niki Ensor	**West Kingsport Forcemain and Pump Station Improvements**	Rehab of West Kingsport SLS (#119) and installation of new forcemain to the WWTP.	12/31/2020	11/19/19 - BMA approved J. Cumby contract and budget ordinance.
$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	Final ROW Plans submitted to TDOT 11/27/2019.
$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.	3/7/2020	McFall Excavating is the low bidder for the Snapps Ferry/Cox Hollow Road Force Main.
$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	12/2/19 - Project on hold to focus efforts on recent reliability issues at the WTP high service pump house.
$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.	6/11/2020	Plumbing, framing, and painting continues.
$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	10/31/19 - Contruction progress meeting. Factory test completed; 11/7/19- WWTP installation sequence and MOPO meeting; 11/18/19 - Contractor on site. Started electrical work at headworks and installation of SCADA computers
$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	Progress meeting held on 11/6/19 to discuss future space needs and progress of design plans for expansion.
$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	LGIP account set up to BMA meeting on 12/17.
$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.
$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]	11/30/2019	Bridge work continues, a C.O. is being created for additional fill needed for site.

Text in blue denotes changes in the past two weeks. Red box denotes past due, yellow box denotes due within 30 days, green denotes due more than 30 days

Estimated Cost	Project Owner	Project Name	Project Description	Completion Date	CurrentStatus
$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	Plans are approved. Working to meet TDOT requirements to finalize the right-of-way phase.
$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	Contractor disinfecting tank this week. Tank should be filled and back on line by 12/20, 2019.
$481,183.00	Ryan McReynolds	**Wilcox Bridge (Wilcox Dr. & E. Sullivan St.)**	Bridge re-painting and landscaping	5/29/2020	Due to temperature requirements from CSX on the paint application to the bridge this project start will be delayed until Spring 2020.
$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

Text in blue denotes changes in the past two weeks. Red box denotes past due, yellow box denotes due within 30 days, green denotes due more than 30 days

Status Updates on Active Projects sorted by Completion Date

Estimated Cost	Project Owner	Project Name	Project Description	Completion Date	CurrentStatus
$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	Contractor disinfecting tank this week. Tank should be filled and back on line by 12/20, 2019.
$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]	11/30/2019	Bridge work continues, a C.O. is being created for additional fill needed for site.
$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.	3/7/2020	McFall Excavating is the low bidder for the Snapps Ferry/Cox Hollow Road Force Main.
$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	10/31/19 - Contruction progress meeting. Factory test completed; 11/7/19- WWTP installation sequence and MOPO meeting; 11/18/19 - Contractor on site. Started electrical work at headworks and installation of SCADA computers
$481,183.00	Ryan McReynolds	**Wilcox Bridge (Wilcox Dr. & E. Sullivan St.)**	Bridge re-painting and landscaping	5/29/2020	Due to temperature requirements from CSX on the paint application to the bridge this project start will be delayed until Spring 2020.
$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.	6/11/2020	Plumbing, framing, and painting 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	Plans are approved. Working to meet TDOT requirements to finalize the right-of-way phase.
$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.
$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	12/2/19 - Project on hold to focus efforts on recent reliability issues at the WTP high service pump house.
$6,320,780.00	Niki Ensor	**West Kingsport Forcemain and Pump Station Improvements**	Rehab of West Kingsport SLS (#119) and installation of new forcemain to the WWTP.	12/31/2020	11/19/19 - BMA approved J. Cumby contract and budget ordinance.
$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.
$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	Progress meeting held on 11/6/19 to discuss future space needs and progress of design plans for expansion.

Text in blue denotes changes in the past two weeks. Red box denotes past due, yellow box denotes due within 30 days, green denotes due more than 30 days

Estimated Cost	Project Owner	**Project Name**	Project Description	Completion Date	CurrentStatus
$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	Final ROW Plans submitted to TDOT 11/27/2019.
$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	
$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.
$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
$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	LGIP account set up to BMA meeting on 12/17.

Text in blue denotes changes in the past two weeks. Red box denotes past due, yellow box denotes due within 30 days, green denotes due more than 30 days

BMA Report, December 16, 2019

Kingsport Employee Wellness, George DeCroes

	01/01/2019 – 11/30/19	12/01/2019 – 12/10/2019
Total Utilization	**96.9%**	**99.2%**
City – Active Employees	62.8%	63.2%
City – Dependents	29.4%	25.8%
City – Retirees	2.0%	1.2%
Extended-Patient Services/Other	0.5%	2.0%
Work Comp	0.3%	1.6%
No Show	5.0%	6.2%

Worker's Compensation, Terri Evans

For the month of November 2019, the city had six (6) recordable worker's compensation claims that involved lost time or restricted duty. Of the six (6) claims involved, two (2) were lost time and four (4) were restricted duty.

3rd Revision 12/17/19

AGENDA

BOARD OF MAYOR AND ALDERMEN

BUSINESS MEETING

Tuesday, December 17, 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
Ken Weems, Planning Manager
Jessica Harmon, Assistant to City Manager

I. CALL TO ORDER

II.A. PLEDGE OF ALLEGIANCE TO THE FLAG

II.B. INVOCATION – Pastor Scott Young, Temple Baptist Church

III. ROLL CALL

IV.A. RECOGNITIONS & PRESENTATIONS

1. Dobyns-Bennett High School Cross Country

IV.B. APPOINTMENTS

1. Reappointment of City of Kingsport Municipal Judge (AF: 281-2019) (Mayor Shull)
    - Appointment

2. Appointments to the Emergency Communications District / E-911 Board (AF: 282-2019) (Mayor Shull)
    - Appointments

3. Appointments to the Board of Zoning Appeals (AF: 283-2019) (Mayor Shull)
    - Appointments

4. Appointments to the Beverage Board (AF: 284-2019) (Mayor Shull)
    - Appointments

V. APPROVAL OF MINUTES

1. Work Session – December 2, 2019
2. Business Meeting – December 3, 2019

VI. COMMUNITY INTEREST ITEMS

A. PUBLIC HEARINGS

1. Public Hearing for Annexation Annual Plan of Services Report (AF: 275-2019) (Nathan Woods)
    - Public Hearing

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

Map Revised 12/16/19
Ordinance Revised 12/17/19

1. Ordinance to Condemn (AF: 279-2019) (Mike Billingsley)
    - Ordinance – First Reading

2. Amend City Code Authorizing the City Manager, or Designee to Execute all Local Government Investment Pool (LGIP) Accounts for TDOT Projects (AF: 276-2019) (Ryan McReynolds)
    - Ordinance – First Reading

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION

1. Budget Adjustment Ordinance FY20 (AF: 274-2019) (Chris McCartt)
    - Ordinance – Second Reading & Final Adoption

D. OTHER BUSINESS

1. Approval of Additional Easement and Right-of-Way (AF: 278-2019) (Ryan McReynolds)
    - Offer

2. Authorizing the Final PILOT Agreement Between the Industrial Development Board of the City of Kingsport (IDBK) and Meade Real Estate, LLC (AF: 285-2019) (Chris McCartt)
    - Resolution

3. Amend the Agreement with Prairie Farms Dairy to Renew for an Additional Year (AF: 280-2019) (David Frye, Jennifer Walker)
    - Resolution

4. Awarding the Bid for the Purchase of Two (2) 41 Passenger School Buses to Mid-South Bus Center (AFL 287-2019) (Steve Hightower)
    - Resolution

Resolution Revised 12/16/19

5. Approve Conveyance of Easement, Authorize the Mayor to Execute Same, and Any Other Documents Necessary (AF: 288-2019) (Mike Billingsley)
    - Resolution

6. Awarding the Bid for the Purchase of Three (3) Extended Cab with Utility Body (AF: 289-2019) (Ryan McReynolds, Steve Hightower)
    - Resolution

7. Enter into an Agreement with Club Assistant for Online Swim Meet Registration for Masters Viperfish Swim Team (AF: 286-2019) (Chris McCartt)
    - Resolution

8. Approve Issuance of Certificates of Compliance for Businesses to Sell Retail Alcoholic Beverages (AF: 277-2019) (Sid Cox)
    - Certificates of Compliance

VII. CONSENT AGENDA

None

VIII. COMMUNICATIONS

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

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

IX. ADJOURN

Minutes of the Regular Work Session of the
Board of Mayor and Aldermen, City of Kingsport, Tennessee
Monday, December 2, 2019, 4:30 PM
Council Room – City Hall

PRESENT: Board of Mayor and Aldermen
Mayor Patrick W. Shull, Presiding
Alderman Jennifer Adler
Alderman Betsy Cooper
Alderman Darrell Duncan
Alderman Colette George
Alderman Tommy Olterman
Alderman James Phillips

City Administration
Chris McCartt, City Manager
J Michael Billingsley, City Attorney
Sidney H. Cox, City Recorder

1. **CALL TO ORDER:** 4:30 p.m. by Mayor Patrick W. Shull.

2. **ROLL CALL:** By Deputy City Recorder Marshall.

3. **DILAPIDATION PROCESS.** Keith Bruner gave a presentation on this item and provided details on the city disposes of property. He gave several examples, one being 526 Seqyoyah which Deputy City Manager McReynolds pointed out received specific questions at the last BMA meeting. Discussion ensued.

4. **REVIEW OF AGENDA ITEMS ON THE DECEMBER 3, 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.D.2 Amend Resolution No. 2020-088 for the Bid to Purchase Two (2) 4x4 Backhoes (AF: 270-2019). City Manager McCartt stated that Option One was not included in the previous resolution. Everything else remains the same.

VI.D.3 Renew Workers Compensation Excess Insurance Coverage through Safety National Insurance Company (AF: 269-2019). City Manager McCartt gave details on this item, noting that although there was an increase of $80,000, it could be managed within the fund. Mayor Shull asked about excess and Rish Manager Terri Evans provided further information.

VI.D.4 Consideration of the 2020 Joint Tri-Cities Legislative Policy (AF: 271-2019). City Manager McCartt noted Bristol prepared this item this year but it does not prohibit Kingsport from talking to the legislators separately. He stated it simply shows a unified voice for this area and each city alternates preparing it. City Attorney Billingsley noted the interests are the same every year, to protect what we have. There was some discussion on next year's policy as it will be prepared by Kingsport.

Minutes of the Regular Work Session of the Board of Mayor and Aldermen of Kingsport, Tennessee, Monday, December 2, 2019

VI.D.6 Terminate Lease Agreement and Approve Condition Assessment and Acknowledgement with Regions Bank (AF: 268-2019). City Manager McCartt stated they have opened their Center Street branch and do not need to remain in the Broad Street location any longer.

The City Manager commented on the Christmas luncheon tomorrow, the promotion of Jessica Harmon and the Heather Cook's last day on Thursday.

Mayor Shull asked the board members to look at their calendars for dates on a possible retreat.

5. ADJOURN. Seeing no other matters presented for discussion at this work session, Mayor Shull adjourned the meeting at 5:50 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, December 3, 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 *(arrived at 7:08)*
Alderman Betsy Cooper
Alderman Darrell Duncan
Alderman Tommy Olterman
Alderman James Phillips

City Administration

Chris McCartt, City Manager
J. Michael Billingsley, 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: Jessica Harmon

II.B. INVOCATION: Reverend Scottie Burkhalter, Holy Trinity Lutheran Church.

III. ROLL CALL: By City Recorder Cox. All Present.

IV.A. RECOGNITIONS AND PRESENTATIONS.

1. Charles Walter Nichols Award Presented to Rodney Deel (Alderman Cooper)
2. 2019 Dobyns-Bennett High School All-Region (Alderman Olterman)
3. 40th Annual Performance of Inter-City Ballet's Nutcracker (Alderman Duncan)

IV.B. APPOINTMENTS. None.

V. APPROVAL OF MINUTES.

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

A. November 18, 2019 Regular Work Session
B. November 19, 2019 Regular Business Meeting

Approved: All present voting "aye."

VI. COMMUNITY INTEREST ITEMS.

A. PUBLIC HEARINGS. None.

PUBLIC COMMENT. Mayor Shull invited citizens in attendance to speak about any of the remaining agenda items. There being no one coming forward to speak, the Mayor closed the public comment segment. At this time the city manager played the newly released "This is Kingsport" video.

B. BUSINESS MATTERS REQUIRING FIRST READING.

1. Budget Adjustment FY20 (AF: 274-2019) (Chris McCartt).

Motion/Second: George/Phillips, 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."

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION.

1. Appropriate Funding from the Criminal Forfeiture Fund (AF: 255-2019) (David Quillin).

Motion/Second: Duncan/George, to pass:
ORDINANCE NO. 6838, AN ORDINANCE TO AMEND THE CRIMINAL FORFEITURE FUND BUDGET BY APPROPRIATING FUNDS FROM THE UNDESIGNATED FUND BALANCE 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, Phillips and Shull voting "aye."

2. Amend Code of Ordinances Section 98-407 Pertaining to Penalties for Violation for Not Using Safety Belts (AF: 267-2019) (Mike Billingsley).

Motion/Second: Olterman/Cooper, to pass:
ORDINANCE NO. 6839, AN ORDINANCE TO AMEND SECTION 98-407 OF THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, PERTAINING TO PENALTIES FOR VIOLATION OF USE OF SAFETY BELTS; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE
Passed on second reading in a roll call vote: Adler, Cooper, Duncan, George, Olterman, Phillips and Shull voting "aye."

3. Amend General Project Fund, Meadowview Project Fund, Cattails Project Fund, Water Project Fund and Sewer Project Fund Budgets by Appropriating General Obligation Public Improvement Bond Series 2019 (AF: 266-2019) (Chris McCartt)

Motion/Second: Duncan/Adler, to pass:
ORDINANCE NO. 6840, AN ORDINANCE TO AMEND THE GENERAL PROJECT FUND, THE MEADOWVIEW PROJCT FUND, THE CATTAILS PROJECT FUND, THE WATER PROJECT FUND, AND SEWER PROJECT FUND BUDGETS BY APPROPRIATING GENERAL OBLIGATION PUBLIC IMPROVEMENT BOND, SERIES 2019; FOR THE FISCAL 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,

Phillips and Shull voting "aye."

D. OTHER BUSINESS.

1. Agreement with United Systems Science & Software for the Kingsport Wastewater System Wide Flow and Rainfall Monitoring (2020) Project (AF: 273-2019) (Ryan McReynolds).

Motion/Second: George/Cooper, to pass:
Resolution No. 2020-091, A RESOLUTION APPROVING THE PROPOSAL OF UNITED SYSTEMS SCIENCE & SOFTWARE FOR THE KINGSPORT WASTEWATER SYSTEM WIDE FLOW AND RAINFALL MONITORING (2020) PROJECT AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT
Passed: All present voting "aye."

2. Amend Resolution No. 2020-088 for the Bid to Purchase Two (2) 4x4 Backhoes (AF: 270-2019) (Ryan McReynolds, Steve Hightower).

Motion/Second: Phillips/Duncan, to pass:
Resolution No. 2020-092, A RESOLUTION AMENDING RESOLUTION NO. 2020-088 BY CHANGING THE TOTAL PURCHASE PRICE FOR THE PURCHASE OF TWO 4X4 BACKHOES TO STOWERS MACHINERY CORPORATION AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME
Passed: All present voting "aye."

3. Renew Workers Compensation Excess Insurance Coverage through Safety National Insurance Company (AF: 269-2019) (Teri Evans).

Motion/Second: Olterman/Adler, to pass:
Resolution No. 2020-093, A RESOLUTION APPROVING THE RENEWAL OF THE AGREEMENT WITH SAFETY NATIONAL INSURANCE CORPORATION FOR WORKERS' COMPENSATION REINSURANCE AND AUTHORIZING THE MAYOR TO EXECUTE THE RENEWAL OF THE POLICY AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE RENEWAL
Passed: All present voting "aye."

4. Consideration of the 2020 Joint Tri-Cities Legislative Policy (AF: 271-2019) (Chris McCartt).

Motion/Second: Phillips/Cooper, to pass:
ADOPT THE 2020 TRI-CITIES LEGISLATIVE POLICY
Passed: All present voting "aye."

5. Purchase Order to Eagle Sign & Design for the Kingsport Greenbelt Phase 2 Signage Project (AF: 272-2019) (Chris McCartt).

Motion/Second: George/Duncan, to pass:
Resolution No. 2020-094, A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO EAGLE SIGN & DESIGN FOR GREENBELT PHASE 2 SIGNAGE PROJECT
Passed: All present voting "aye."

6. Terminate Lease Agreement and Approve Condition Assessment and Acknowledgement with Regions Bank (AF: 268-2019) (Ryan McReynolds).

Motion/Second: Adler/Cooper, to pass:
Resolution No. 2020-095, A RESOLUTION APPROVING A CONDITION ASSESSMENT AND ACKNOWLEDGMENT WITH REGIONS BANK; APPROVING THE TERMINATION OF THE LEASE AGREEMENT WITH REGIONS BANK; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT OR THIS RESOLUTION
Passed: All present voting "aye."

VII. CONSENT AGENDA. None.

VIII. COMMUNICATIONS.

A. CITY MANAGER. Mr. McCartt congratulated the football team again, stating he was hopeful to recognize the volleyball and the cross country teams at the next meeting. He also pointed out this would be Heather Cook's last meeting and asked her to say a few words.

B. MAYOR AND BOARD MEMBERS. Alderman Duncan listed many upcoming events noting HOPE would be having an open house tomorrow at 618 Watauga. He also stated the Junior League Jingle and Gingerbread fundraiser as well Sip and Stroll was Thursday night. Additionally, he mentioned the Christmas parade, tree lighting and loft tours were this coming weekend. Alderman Cooper stated the Isaiah 1:17 House in Sullivan County finally broke ground, pointing out this location raised more money beforehand than any other house so far. Alderman George commented that many organizations had needs this time of year and there were many ways to contribute, noting the cold weather warranted many scarves and hat drives. She also mentioned the live nativity in Church Circle was coming up in two weekends. Alderman Phillips commented on Keith Bruner's presentation at the work session yesterday. He also invited everyone to buy tickets for the Keep Kingsport Beautiful Christmas light bus tour. Lastly he commented on the meaningful ornaments from the

Carriage House over the years. Alderman Adler pointed out it was shopping season and encouraged everyone to buy local. She also commented on the recent drone and robot making activities from the kids at STREAMWORKS and their upcoming Lego League tournament. Alderman Olterman commented on the National League of Cities Conference in San Antonio, noting it was interesting and enlightening to see the same issues in other cities across the country. Mayor Shull also asked citizens to buy local, noting the tax proceeds go to Kingsport schools. He also stated he would be holding his second Town Hall meeting on January 9, 2020 at Colonial Heights Middle School from 6:00-9:00 pm.

C. **VISITORS.** Lou Ann White and Jason Moore commented on property on Sequoyah. Donna Arnold commented on signs. Dennis Phillips commented in response to Ms. White. Dennis McGuire and Randy Patterson commented on the Hospital Authority informational meeting in Hawkins County. Joe Carr commented on the homeless. Malcom Stallard commented on transparency. Angie Stanley and Jeff Begley asked the board for support on an upcoming sidewalk grant

IX. ADJOURN. Seeing no other business for consideration at this meeting, Mayor Shull adjourned the meeting at 8:39 p.m.

ANGELA MARSHALL
Deputy City Recorder

PATRICK W. SHULL
Mayor

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Reappointment of City of Kingsport Municipal Judge

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

Action Form No.: AF-281-2019
Work Session: December 16, 2019
First Reading: N/A

Final Adoption: December 17, 2019
Staff Work By: Mayor Shull
Presentation By: Mayor Shull

Recommendation:
Approve reappointment.

Executive Summary:
It is requested that S. Curtis Rose be reappointed as Municipal Judge for the City of Kingsport. If approved by the Board of Mayor and Aldermen, his reappointment will be for a two-year term effective January 1, 2020 through December 31, 2021.

Attachments:
None

	Y	N	O
Adler			
Cooper			
Duncan			
George			
Olterman			
Phillips			
Shull			

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Appointments to the Emergency Communications District / E-911 Board

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

Action Form No.: AF-282-2019
Work Session: December 17, 2019
First Reading: N/A

Final Adoption: December 18, 2019
Staff Work By: Mayor Shull
Presentation By: Mayor Shull

Recommendation:
Approve appointments.

Executive Summary:
It is recommended to appoint the following to the Emergency Communications District / E-911 Board:

- Appoint John M. (Mike) McIntire replacing Conner Caldwell who served five terms
- Reappoint Kenneth Calvert to a sixth term
- Reappoint Dr. Patrick H. (Mickey) Spivey to his first full term as he was fulfilling an unexpired term

If approved by the Board of Mayor and Aldermen, the recommended table reflects term dates.

The board is comprised of nine (9) directors comprised of police chief, fire chief, seven (7) at-large who retain or reside in the Kingsport Communication District. Terms are four years with no term limits.

Current Board:			
Director	**Term Expires**	**No. of Terms**	**Eligibility**
Conner Caldwell	12/31/19	5	At-large
Kenneth Calvert	12/31/19	5	At-large
Margaret Denton	12/31/20	2	At-large
Eddie Wampler	12/31/20	2	At-large
Dr. Mickey Spivey	12/31/19	fulfilling unexpired term	At-large
Thomas K. Segelhorst	12/31/21	1	At-large
Vivian Crymble	12/31/21	4	At-large

Recommended Board:			
Director	**Term Expires**	**No. of Terms**	**Eligibility**
Mike McIntire	12/31/23	1	At-large
Kenneth Calvert	12/31/23	6	At-large
Margaret Denton	12/31/20	2	At-large
Eddie Wampler	12/31/20	2	At-large
Dr. Mickey Spivey	12/31/23	1	At-large
Thomas K. Segelhorst	12/31/21	1	At-large
Vivian Crymble	12/31/21	4	At-large

Attachments:
None

	Y	N	O
Adler			
Cooper			
Duncan			
George			
Olterman			
Phillips			
Shull			

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Appointments to the Board of Zoning Appeals

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

Action Form No.: AF-283-2019
Work Session: December 16, 2019
First Reading: N/A

Final Adoption: December 17, 2019
Staff Work By: Mayor Shull
Presentation By: Mayor Shull

Recommendation:
Approve appointments.

Executive Summary:
It is recommended to reappoint Joe White and to appoint Tracey Childress Cleek to the Board of Zoning Appeals. Mrs. Cleek will be replacing Ashok Gala.

The board is comprised of five (5) members who are residents of the City of Kingsport. Terms are three years with no term limits. If approved by the Board of Mayor and Aldermen the recommended table reflects term dates.

Current Board:			
Member	**Term Expires**	**No. of Terms**	**Eligibility**
Bill Sumner	12/31/21	3	KPT Resident
Ashok Gala	12/31/19	2	KPT Resident
Joe White	12/31/19	fulfilling unexpired term	KPT Resident
Calvin Clifton	12/31/20	1	KPT Resident
Jeff Little	12/31/20	1	KPT Resident

Recommended Board:			
Member	**Term Expires**	**No. of Terms**	**Eligibility**
Bill Sumner	12/31/21	3	KPT Resident
Tracey Childress Cleek	12/31/22	1	KPT Resident
Joe White	12/31/22	1	KPT Resident
Calvin Clifton	12/31/20	1	KPT Resident
Jeff Little	12/31/20	1	KPT Resident

Attachments:
1. Tracey Childress Cleek Bio

	Y	N	O
Adler			
Cooper			
Duncan			
George			
Olterman			
Phillips			
Shull			

Tracey Childress Cleek

Tracey Childress Cleek is a seasoned, customer-oriented professional who joined AEP-Appalachian Power in Kingsport, Tennessee in 2006. She serves as a Work Scheduling Coordinator in the Resource Planning Organization. Also, until June 2019, along with her husband, she co-owned L.E. Clark's Grocery & Deli, a third generation family business that was located in Kingsport.

After graduating from East Tennessee State University with a Bachelor of Business Administration in Marketing, Tracey began her career in retail management. She spend several years doing this and was the recipient of many regional sales awards. In 1995, Tracey decided to join her husband in his family's business and strengthen her entrepreneurial skills. She successfully developed marketing plans, created and organized a catering branch for the business, streamlined accounting practices, and developed their website and social media presence.

Tracey is also a very active community volunteer. She has served in leadership roles for Junior League of Kingsport, Andrew Johnson Elementary PTA, Dobyns Bennett Band Boosters, Kingsport Ballet, Kingsport Theater Guild, Shepherd Center, and First Presbyterian Church. She was a member of the Leadership Kingsport Class of 2000, has completed the Kingsport Police Citizen Academy and has served Fun Fest as concert coordinator and sponsor representative for AEP. She is also a member of SWVA/NETN WiNUP. Tracey was recognized in 2018 with membership in ETSU's Distinguished President's Trust for her dedicated contributions to the university. Tracey currently serves with East Tennessee State University Alumni, Colonial Heights Presbyterian Church care shepherd committee, and Speedway Children's Charity annual auction. She also is a passionate supporter of St Jude Children's Research Hospital.

Tracey enjoys entertaining friends and family, traveling every chance she gets, attending plays, reading great books, and making quilts.

Tracey and her husband, Scott, reside in Kingsport. They have one daughter, Lucy, who resides in Maryville, Tennessee.

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Appointments to the Beverage Board

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

Action Form No.: AF-284-2019
Work Session: December 16, 2019
First Reading: N/A

Final Adoption: December 17, 2019
Staff Work By: Mayor Shull
Presentation By: Mayor Shull

Recommendation:
Approve appointments.

Executive Summary:
It is recommended to appoint Michael Forrester and Jim Wells to the Beverage Board replacing Bill Bovender and Dave Light respectively.

The Beverage Board is comprised of nine (9) members, Chief of Police, Director of Planning, City Recorder, six (6) residents of Kingsport (with one (1) having at least five years' experience in business or administration in ownership or operation of retail enterprise and one (1) licensed to practice law).

Terms are three years with no term limits. If approved by the Board of Mayor and Aldermen the recommended table reflects term dates.

Current Board:

Member	Term Expires	No. of Terms	Eligibility
Stephen LaHair	3/31/22	3	KPT Resident; Business Owner
Bill Bovender	1/31/20	4	KPT Resident; Licensed Attorney
Dave Light	12/31/19	2	KPT Resident
Charles Nitschke	9/30/20	4	KPT Resident
Keener Mallicote	9/30/20	4	KPT Resident
Lonnie Salyer	6/30/21	2	KPT Resident

Recommended Board:

Member	Term Expires	No. of Terms	Eligibility
Stephen LaHair	3/31/22	3	KPT Resident; Business Owner
Michael Forester	12/31/22	1	KPT Resident; Licensed Attorney
Jim Wells	12/31/22	1	KPT Resident
Charles Nitschke	9/30/20	4	KPT Resident
Keener Mallicote	9/30/20	4	KPT Resident
Lonnie Salyer	6/30/21	2	KPT Resident

Attachments:
1. Michael Forrester Bio
2. Jim Wells Bio

	Y	N	O
Adler			
Cooper			
Duncan			
George			
Olterman			
Phillips			
Shull			

Michael L. Forrester, Partner

Hunter · Smith · Davis, LLP
Attorneys at Law

1212 N. Eastman Road
Kingsport, TN 37664

423-378-8836
mforrester@hsdlaw.com

Michael Forrester has practiced with the firm since 1984. Since becoming a partner in 1990, he has enjoyed a varied and challenging state and federal court civil law practice. His primary emphasis has been on employment-related litigation, particularly workers' compensation and civil actions brought under the Employee Retirement Income Security Act (ERISA). He is certified by the Tennessee Supreme Court Alternative Dispute Resolution Committee as a Rule 31 Listed General Civil Mediator.

Mr. Forrester has been fortunate to represent and work with some of the most respected and dynamic employers in Northeast Tennessee on a wide variety of issues, including employer representation in court and administrative trials and hearings, workplace training and investigations, discipline and termination matters, benefits and leave issues, accommodation and disability disputes, and drafting and enforcement of company policies and procedures.

Jim A. Wells

Jim Wells and wife, Janet are life-long natives of Kingsport. He is a retired businessman who has owned and operated various businesses in our area. He is a graduate of East Tennessee State University and a member of the university's foundation and athletic scholarship program. He has been active in the community, serving as the Vice President of Small Business of the Kingsport Chamber of Commerce, President of Downtown Kingsport Association, chair of Kingsport Tomorrow, recipient of the ETSU Alumni Association Award of Honor, Kingsport First Night chair, recipient of the Health Care Heroes, received the J. C. Penney's Golden Rule Award for Community Service, founding chair of the Alzheimer's Center of East Tennessee, which is the founding organization for the Wellmont Madison House Adult Care Center, chairman of the Wellmont Foundation Board of Governors, the Holston Valley Medical Center Board of Directors, and a member of First Baptist Church of Kingsport.

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Public Hearing for Annexation Annual Plan of Services Report

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

Action Form No.: AF-275-2019
Work Session: December 16 2019
First Reading: N/A

Final Adoption: December 17, 2019
Staff Work By: Nathan Woods
Presentation By: Nathan Woods

Recommendation:
Conduct a Public Hearing and receive comment concerning the Annual Plan of Services Report for unfulfilled Annexation commitments for December 2019.

Cherry Knoll Ordinance No. 5784 – Annual Update
Border Regions Area 1 Ordinance No. 6169 – Annual Update
Border Regions Area 2 Ordinance No. 6171 – Annual Update
Border Regions Area 3 Ordinance No. 6173 – Annual Update
Kingsport South Ordinance No. 6192 – Annual Update

Executive Summary:
Tennessee Code Annotated 6-51-108 states in part "...upon expiration of six (6) months from the date any annexed territory for which a Plan of Service has been adopted becomes a part of the annexing of the municipality, and annually thereafter until such services have been extended according to such plan, there shall be prepared and published in the newspaper of general circulation in the municipality a report of the progress made in the preceding year... the governing body by municipality shall publish notice of the public hearing on such progress reports and changes, and hold such hearings thereon..." As a result of this statute, and the need to conduct annual public hearings concerning unfulfilled Plan of Service commitments, it is required that the Board of Mayor and Aldermen conduct a public hearing to receive comments concerning the Annual Plan of Service Reports. The Notice of Public Hearing was published December 02, 2019.

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

	Y	N	O
Adler			
Duncan			
Cooper			
George			
Phillips			
Olterman			
Shull			

DECEMBER 2019 ANNUAL PLAN OF SERVICE REPORT
FOR ORDINANCE NUMBERS: 5784, 6169, 6171, 6173, 6192

Annexation Area	Effective Date	POS Deadline	Est. Completion	Status
Cherry Knoll Ordinance No. 5784	12/04/2008	Water Service Sewer Service Street Lighting	to be provided when development occurs to be provided when development occurs to be provided when development occurs	
Border Regions Area 1 Ordinance No. 6169	03/09/2012	Water Service Sewer Service Street Lighting	 February 2020 	Completed under construction Completed
Border Regions Area 2 Ordinance No. 6171	03/09/2012	Water Service Sewer Service Street Lighting	 February 2020 	Completed under construction Completed
Border Regions Area 3 Ordinance No. 6173	03/09/2012	Water Service Sewer Service Street Lighting	 February 2020 	Completed under construction Completed
Kingsport South Ordinance No. 6192	04/20/2012	Water Service Sewer Service Street Lighting	 April 2020 	Completed under construction Completed

NOTICE OF PUBLIC HEARING

The Kingsport Board of Mayor and Aldermen will conduct a public hearing concerning the ANNUAL PLAN OF SERVICE (POS) REPORT— DECEMBER, on the following annexation areas at its December 17, 2019 regular business meeting at 7:00 P.M. in the courtroom of the City Hall Building, 225 W. Center Street, Kingsport Tennessee.

Annexation Area: Cherry Knoll Annexation, Ordinance No.5784
Effective Date: 12/04/2008
POS, deadline: Annual update. Water, Sewer & Lighting, when development occurs

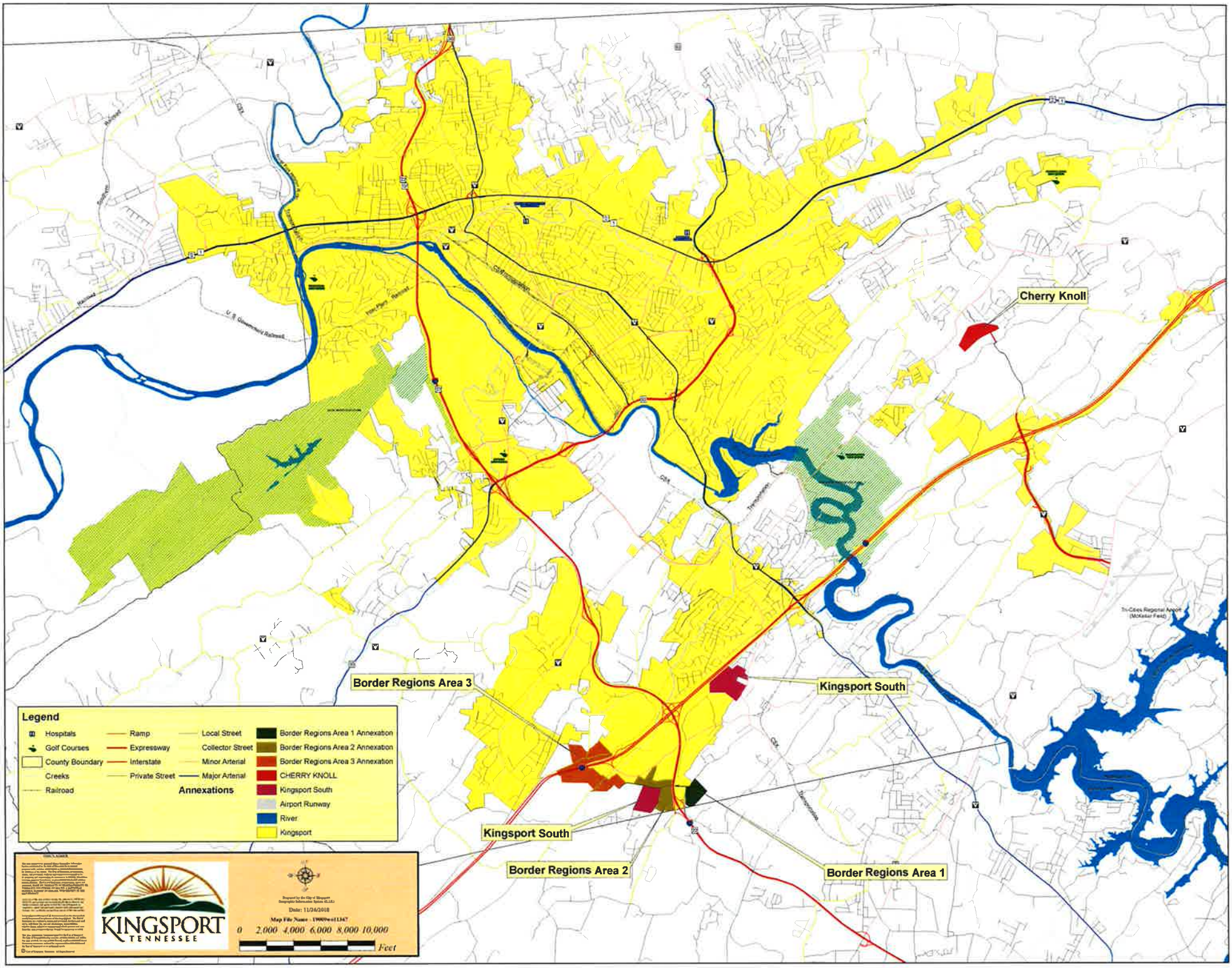
Annexation Area: Border Regions Area 1, Ordinance No. 6169
Effective Date: 03/09/2012
POS, deadline: Annual update. Water, Sewer & Lighting, 03/09/2020

Annexation Area: Border Regions Area 2, Ordinance No. 6171
Effective Date: 03/09/2012
POS, deadline: Annual update. Water, Sewer & Lighting, 03/09/2020

Annexation Area: Border Regions Area 3, Ordinance No. 6173
Effective Date: 03/09/2012
POS, deadline: Annual update. Water, Sewer & Lighting, 03/09/2020

Annexation Area: Kingsport South, Ordinance No. 6192
Effective Date: 04/20/2012
POS, deadline: Annual update. Water, Sewer & Lighting, 05/20/2020

City of Kingsport
Angie Marshall, City Clerk.
P1T: 12/02/2018


Cherry Knoll
Border Regions Area 3
Kingsport South
Kingsport South
Border Regions Area 2
Border Regions Area 1
Legend
Hospitals
Golf Courses
County Boundary
Creeks
Railroad
Ramp
Expressway
Interstate
Private Street
Local Street
Collector Street
Minor Arterial
Major Arterial
Annexations
Border Regions Area 1 Annexation
Border Regions Area 2 Annexation
Border Regions Area 3 Annexation
CHERRY KNOLL
Kingsport South
Airport Runway
River
Kingsport
KINGSPORT
TENNESSEE
Date: 11/24/2010
0 2,000 4,000 6,000 8,000 10,000
Feet

2019 ANNEXATION PLAN OF SERVICES ANNUAL UPDATE FOR DECEMBER 2019

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

All items in yellow are up for their annual update

ANNEXATION PROJECT and LOCATION	ORD/RES No.	EFFECTIVE DATE	WATER SERVICE	SEWER SERVICE	STREET LIGHTING
2008 Annexations					
08-301-00018 Cherry Knoll Annexation	5784	Dec 4, 2008	POS Amended 12/4/16 provided when dev. occurs	POS Amended 12/4/16 provided when dev. occurs	POS Amended 12/4/16 provided when dev. occurs
2012 Annexations					
11-301-00019 Border Regions Area 1	6169	March 9, 2012	Completed	March 9, 2020 Under Construction	Completed
11-301-00020 Border Regions Area 2	6171	March 9, 2012	Completed	March 9, 2020 Under Construction	Completed
11-301-00021 Border Regions Area 3	6173	March 9, 2012	Completed	March 9, 2020 Under Construction	Completed
12-301-00001 Kingsport South	6192	April 20, 2012	Completed	May 20, 2020 Under Construction	Completed
2017 Annexations					
17-301-00001 Seaver Road Annexation	2017-176	May 5, 2017	2022	2022	Completed

* All Annexation Plans of Services include Police & Fire Services, Electric Services, Solid Waste Disposal, Zoning Services , Recreational Facilities, Street Maintenance and City Schools. These services are established upon the effective date of the annexation*

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Ordinance to Condemn

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

Action Form No.:	AF-279-2019	Final Adoption:	January 7, 2020
Work Session:	December 16, 2019	Staff Work By:	R. Trent; H. Clabaugh
First Reading:	December 17, 2019	Presentation By:	M. Billingsley

---

Recommendation:
Approve the Ordinance.

Executive Summary:
The Public Works Department has requested easements and right-of-ways for the Border Regions Sanitary Sewer Extension Project. The attached ordinance authorizes and directs the City Attorney to initiate condemnation proceedings to acquire easements and rights-of-way that cannot be voluntarily acquired on the Border Regions Sanitary Sewer Extension Project.

Attachments:
1. Ordinance
2. Project Location Map

Funding source appropriate and funds are available: JM

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

PRE-FILED
CITY RECORDER

ORDINANCE NO._____

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

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

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

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

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

WHEREAS, time is of the essence in the accomplishment of the herein named public works project,

Now therefore,

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

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

Border Regions Sanitary Sewer Extension Project

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

_____
PATRICK W. SHULL, Mayor

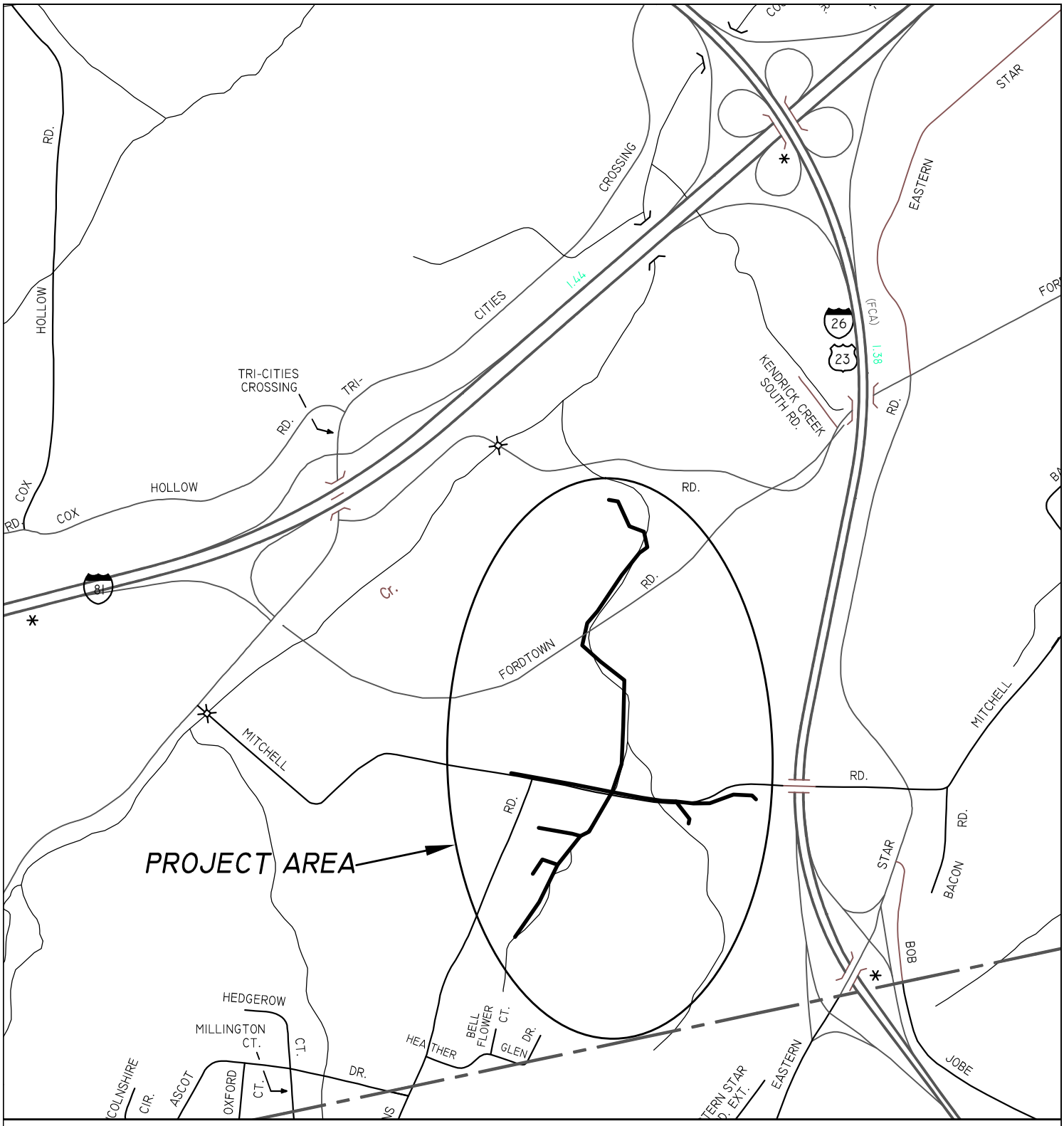
ATTEST:

_____
SIDNEY H. COX, City Recorder

APPROVED AS TO FORM:

_____
J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING_____
PASSED ON 2ND READING_____



EXTENSION OF GRAVITY SANITARY SEWERS TO BORDER REGIONS AREA 2 & MITCHELL ROAD

2018-C21

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Amend City Code Authorizing the City Manager, or Designee to Execute all Local Government Investment Pool (LGIP) Accounts for TDOT Projects

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

Action Form No.: AF-276-2019
Work Session: December 16, 2019
First Reading: December 17, 2019

Final Adoption: January 7, 2020
Staff Work By: Michael Thompson
Presentation By: Ryan McReynolds

Recommendation:
Approve the Ordinance.

Executive Summary:
The city often enters into agreements with TDOT for projects, which also require agreements for establishing Local Government Investment Pool (LGIP) accounts with The Treasury Department of the State of Tennessee. The LGIP accounts are established for depositing the city's local match for projects. Currently the LGIP accounts are individually processed as agenda items for BMA approval authorizing the Mayor to execute the documents.

It is requested to alleviate the routine agenda items by amending Kingsport City Code of Ordinances Sec. 2-606 Execution of contracts and purchase orders by adding the following paragraph –

Sec. 2-606 (g) The city manager, or designee is authorized to execute, in a form approved by the city attorney, and attested by the city recorder, all agreements with The Treasury Department of the State of Tennessee establishing Local Government Investment Pool (LGIP) accounts for Tennessee Department of Transportation projects.

Attachments:
1. Resolution
2. Agreement (2 pages)

	Y	N	O
Adler			
Cooper			
Duncan			
George			
Olterman			
Phillips			
Shull			

PRE-FILED
CITY RECORDER

ORDINANCE NO._____

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, SECTION 2-606 RELATING TO AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE LOCAL GOVERNMENT INVESTMENT POOL ACCOUNTS FOR TENNESSEE DEPARTMENT OF TRANSPORTATION PROJECTS AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That Section 2-606 of the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended to include a new subsection (g) to read as follows:

> The city manager, or designee is authorized to execute, in a form approved by the city attorney, and attested by the city recorder, all agreements with The Treasury Department of the State of Tennessee establishing Local Government Investment Pool (LGIP) accounts for Tennessee Department of Transportation projects.

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

_____
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_____

CONTRACT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between **THE TREASURY DEPARTMENT OF THE STATE OF TENNESSEE**, hereinafter referred to as the "Treasury", and _____, Tennessee, hereinafter referred to as the "Local Agency".

WITNESSETH:

WHEREAS, the State of Tennessee, acting through the Department of Transportation, entered into a contract with the _____, hereinafter called "Local Agency", on the _____ day of _____,20____, relative to providing for implementation of _____

_____:

WHEREAS, said agreement provides that the Local Agency may deposit its pro rata share of the estimated cost of the project with the Treasury for temporary investment as an alternative to furnishing the Department with said share, and the Local Agency has elected to use said alternate; and

WHEREAS, the Local Agency has made application to participate in the Local Government Investment Pool which has been accepted by the Treasury and has deposited its pro rata share of the estimated cost of the project by immediate credit transfer and advised the Treasury thereof and identified the account to which said deposit should be credited.

NOW THEREFORE, in consideration of the premises, the Treasury and the Local Agency agree as follows:

The Local Agency hereby authorizes Treasury to transfer from its Local Government Investment Pool Account (LGIP Account) relative to the above- identified project, to the account of the Department of Transportation, such amounts as said Department may request from time to time by written instructions from its Finance Director, without liability.

The Local Agency understands that no funds in its LGIP account shall be subject to withdrawal until the project is completed and the actual pro rata share of cost is determined. On completion, any surplus will be returned to the Local Agency pursuant to written instructions of said Department with an accounting of transfers made.

The Treasury will credit interest to the account which will be added to the principal and will become part of the surplus, if any, for disposition by said Department at the completion of the project. LGIP account statements will be sent to the Local Agency and said Department monthly. There will be an administrative fee charged to the Local Agency for the LGIP account at the same rate as other LGIP accounts are charged.

It is understood by the parties that the Treasury shall be responsible for the investment of aforesaid sum in accordance with the terms and conditions of the administration of the pool.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized officials as of the date above written.

STATE OF TENNESSEE
TREASURY DEPARTMENT

By:_____

NAME OF OFFICIAL WHOSE
SIGNATURE APPEARS BELOW

_____
(Type or Print)

TITLE:_____

ADDRESS:_____

_____

TELEPHONE NO: _____

COUNTY OF:_____

SIGNATURE
OF OFFICIAL: _____

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Budget Adjustment Ordinance FY20

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

Action Form No.: AF-274-2019
Work Session: December 2, 2019
First Reading: December 3, 2019

Final Adoption: December 17, 2019
Staff Work By: Smith
Presentation By: McCartt

Recommendation:
Approve the Ordinance.

Executive Summary:
The General Project Fund will be amended by transferring $100,000 to the Greenbelt Wayfinding project, $32,719 to the General Fund to fund the social worker for the homeless, $19,500 to Fire Department Medical Services and $20,000 to Non-Department Miscellaneous. The Police Equipment project (GP2020) will be closed and $12,000 will be rolled into the Police Equipment project (GP2030) and $29,184 will be transferred to the General Fund to cover Police Overtime incurred during a special event and miscellaneous.

The General Project Special Revenue Fund will be amended to create the project, Border Region District Sales Tax (NC2013).This project will be used to record the receipt of state sales tax remitted to the City by the State of Tennessee for development costs associated with the District.

The Water Projects fund will be amended by transferring $78,684 from the Water Treatment Plant Improvements project (WA1505) to Water Fund Electric Service to replace funds used for emergency pump replacement. The WTP Chemical Feed project (WA1900) will be amended by transferring $400,000 to the Water Treatment Plant Improvements project (WA1505). The Water Tank Rehabilitation project (WA1903) will be amended by transferring $74,757 to Water Fund Electric Service to complete the replacement of funds used for emergency pump replacement. Remaining funds in the Water Line Improvements project (WA1905) will transferred to the Water Line Improvements project (WA2005) and (WA1905) will be closed

Attachments:
1. Ordinance

Funding source appropriate and funds are available: JM

	Y	N	O
Adler			
Cooper			
Duncan			
George			
Olterman			
Phillips			
Shull			

Revised 11/27/19

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 Project Fund budget be amended by transferring $100,000 from the Visitors Enhancement Fund to the Greenbelt Wayfinding project (GP1921), by transferring $10,000 from the Visitors Enhancement Fund to the General Fund Farmers Market Operating Supplies and Tools, by transferring a total of $82,219 from the General Projects project (GP1750) to the General Fund, $10,000 to the HR Professional/Consultant, $32,719 to Police Admin Temporary Employees, $19,500 to Fire Department Medical Services and $20,000 to Non-Department Miscellaneous, by transferring $12,000 from the Police Equipment Project (GP2020) to the Police Equipment project (GP2030), and by transferring a total of $81,122 from the Police Equipment Project to the General Fund, $29,184 to Police Overtime and $51,938 to Non-Department Miscellaneous. Close GP2020.

SECTION II. That the General Project Special Revenue Fund be amended by creating the project, Border Region District Sales Tax (NC2013) in the amount of $193,374.

SECTION III. That the Water Projects Fund budget be amended by transferring $78,684 from the Water Treatment Plant Improvements project (WA1505) to Water Fund Electric Service, by transferring $400,000 from the WTP Chemical Feed project (WA1900) to the Water Treatment Plant Improvements project (WA1505), and by transferring $74,757 from the Water Tank Rehabilitation project (WA1903) to Water Fund Electric Service and by transferring $69,425 from the Water Line Improvements project (WA1905) to the Water Line Improvements project WA2005. Close WA1905.

Account Number/Description:		**Budget**	**Incr/<Decr>**	**New Budget**
Fund 135: Visitors Enhancement Fund				
Revenues:		$	$	$
135-0000-392.01-00	Fund Balance Appropriations	6,550	71,750	78,300
	Totals:	**6,550**	**71,750**	**78,300**
Expenditures:		$	$	$
135-1015-405.30-20	Operating Supplies & Tool	28,750	5,550	34,300
135-1015-405.80-15	KCVB (Tourism Council)	35,500	(5,500)	30,000
135-1015-405.90-03	Improvements	38,300	(38,300)	0
135-4804-481.70-01	Transfer to General Fund	72,200	10,000	82,200
135-4804-481.70-36	General Project Fund	75,000	100,000	175,000
	Totals:	**249,750**	**71,750**	**321,500**

Fund 311: General Project Fund
General Projects (GP1750)

Revenues:		$	$	$
311-0000-391.01-00	From General Fund	866,977	(82,219)	784,758
	Totals:	**866,977**	**(82,219)**	**784,758**

Expenditures:		$	$	$
311-0000-601.20-20	Professional/Consultant	25,000	0	25,000
311-0000-601.30-20	Operating Supplies & Tool	10,000	0	10,000
311-0000-601.90-03	Improvements	831,977	(82,219)	749,758
	Totals:	**866,977**	**(82,219)**	**784,758**

Fund 111: General Project Special Rev Fund
Border Region District Sales Tax (NC2013)

Revenues:		$	$	$
111-0000-332.10-15	Border Regions Allocation	0	193,374	193,374
	Totals:	**0**	**193,374**	**193,374**

Expenditures:		$	$	$
111-0000-681.75-10	IDBK / Meade Tractor	0	193,374	193,374
	Totals:	**0**	**193,374**	**193,374**

Revenues:		$	$	$
311-0000-391.69-00	Visitors Enhancement Fund	100,000	100,000	200,000
	Totals:	**100,000**	**100,000**	**200,000**

Expenditures:		$	$	$
311-0000-601.90-03	Improvements	100,000	100,000	200,000
	Totals:	**100,000**	**100,000**	**200,000**

Police Equipment Project (GP2020)

Revenues:		$	$	$
311-0000-391.601-00	From General Fund	200,000	(93,122)	106,878
	Totals:	**200,000**	**(93,122)**	**106,878**

Expenditures:		$	$	$
311-0000-601.30-20	Operating Supplies & Tool	35,000	(13,049)	21,951
311-0000-601.90-06	Purchases $5,000 & Over	165,000	(80,073)	84,927
	Totals:	**200,000**	**(93,122)**	**106,878**

Police Equipment (GP2030)

Revenues:		$	$	$
311-0000-391.601-00	From General Fund	0	12,000	12,000
	Totals:	**0**	**12,000**	**12,000**

Expenditures:		$	$	$
311-0000-601.30-20	Operating Supplies & Tool	0	12,000	12,000
	Totals:	**0**	**12,000**	**12,000**

Fund 110: General Fund

Revenues:		$	$	$
110-0000-391.69-00	Visitors Enhancement Fund	72,200	10,000	82,200
	Totals:	**72,200**	**10,000**	**82,200**

Expenditures:		$	$	$
110-1501-411.20-20	Professional/ Consultant	15,212	10,000	25,212
110-3001-441.10-11	Overtime	17,640	2,820	20,460
110-3001-441.20-75	Temporary Employees	731	32,719	33,450
110-3002-441.10-11	Overtime	5,000	191	5,191
110-3003-441.10-11	Overtime	6,825	1,326	8,151
110-3020-442.10-11	Overtime	156,300	4,736	161,036
110-3030-443.10-11	Overtime	121,485	18,025	139,510
110-3050-445.10-11	Overtime	68,565	1,650	70,215
110-3060-446.10-11	Overtime	2,000	436	2,436
110-3501-451.20-52	Medical Services	26,000	19,500	45,500
110-4511-471.30-20	Operating Supplies & Tool	1,000	10,000	11,000
110-4804-481.70-36	From General Project Fund	1,613,750	(163,341)	1,450,409
110-4810-481.20-99	Miscellaneous	0	71,938	71,938
	Totals:	**2,034,508**	**10,000**	**2,044,508**

Fund 451: Water Project Fund
Wtr Trmt Plt Improvements (WA1505)

Revenues:		$	$	$
451-0000-391.05-31	2017 B GO Bonds	297,361	0	297,361
451-0000-391.05-48	GO Bonds Series 2018 B	0	400,000	400,000
451-0000-391.45-00	From Water Fund	78,684	(78,684)	0
	Totals:	**376,045**	**321,316**	**697,361**

Expenditures:		$	$	$
451-0000-605.20-23	Arch/Eng/Landscaping Serv	282,621	(78,684)	203,937
451-0000-605.90-03	Improvements	93,424	400,000	493,424
	Totals:	**376,045**	**321,316**	**697,361**

WTP Chemical Feed (WA1900)

Revenues:		$	$	$
451-0000-391.05-48	GO Bonds Series 2018 B	2,000,000	(400,000)	1,600,000
	Totals:	**2,000,000**	**(400,000)**	**1,600,000**
Expenditures:		$	$	$
451-0000-605.20-22	Construction Contracts	2,000,000	(400,000)	1,600,000
	Totals:	**2,000,000**	**(400,000)**	**1,600,000**

Water Tank Rehabilitation (WA1903)

Revenues:		$	$	$
451-0000-391.05-48	GO Bonds Series 2018 B	150,000	0	150,000
451-0000-391.45-00	From Water Fund	86,230	(74,757)	11,473
	Totals:	**236,230**	**(74,757)**	**161,473**
Expenditures:		$	$	$
451-0000-605.20-23	Arch/Eng/Landscaping Serv	142,900	0	142,900
451-0000-605.90-03	Improvements	93,330	(74,757)	18,573
	Totals:	**236,230**	**(74,757)**	**161,473**

Water Line Improvements (WA1905)

Revenues:		$	$	$
451-0000-391.05-40	2015 A (Oct) GP Pub Imp	121,491	(17,363)	104,128
451-0000-391.05-45	Series 2016 GO (Nov 4)	67,243	0	67,243
451-0000-391.45-00	From Water Fund	687,246	(52,062)	635,184
	Totals:	**875,980**	**(69,425)**	**806,555**
Expenditures:		$	$	$
451-0000-605.90-21	New Dist Lines	25,000	(1,858)	23,142
451-0000-605.90-22	Hydrants	40,000	(8,487)	31,513
451-0000-605.90-23	New Meters	150,000	(16,310)	133,690
451-0000-605.90-24	Replacement Meters	95,000	7,636	102,636
451-0000-605.90-25	Replacement Dist Lines	565,980	(50,406)	515,574
	Totals:	**875,980**	**(69,425)**	**806,555**

Water Line Improvements (WA2005)

Revenues:		$	$	$
451-0000-391.05-40	2015 A (Oct) GP Pub Imp	0	17,363	17,363
451-0000-391.45-00	From Water Fund	700,000	52,062	752,062
Totals:		**700,000**	**69,425**	**769,425**

Expenditures:		$	$	$
451-0000-605.90-21	New Dist Lines	15,000	0	15,000
451-0000-605.90-22	Hydrants	40,000	0	40,000
451-0000-605.90-23	New Meters	150,000	0	150,000
451-0000-605.90-24	Replacement Meters	145,000	0	145,000
451-0000-605.90-25	Replacement Dist Lines	350,000	69,425	419,425
Totals:		**700,000**	**69,425**	**769,425**

Fund 411: Water Fund

Expenditures:		$	$	$
411-5003-501.20-30	Electric Service	975,000	153,441	1,128,441
411-6996-696.76-01	Water Project Fund	825,000	(153,441)	671,559
	Totals:	**1,800,000**	**0**	**1,800,000**

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

_____
PATRICK W. SHULL, Mayor

ATTEST:

_____
SIDNEY H. COX, City Recorder

APPROVED AS TO FORM:

_____
J. MICHAEL BILLINGSLEY, City Attorney

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

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Budget Adjustment Ordinance FY20

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

Action Form No.:	AF-274-2019	Final Adoption:	December 17, 2019
Work Session:	December 2, 2019	Staff Work By:	Smith
First Reading:	December 3, 2019	Presentation By:	McCartt

Recommendation:
Approve the Ordinance.

Executive Summary:
The General Project Fund will be amended by transferring $100,000 to the Greenbelt Wayfinding project, $32,719 to the General Fund to fund the social worker for the homeless, $19,500 to Fire Department Medical Services and $20,000 to Non-Department Miscellaneous. The Police Equipment project (GP2020) will be closed and $12,000 will be rolled into the Police Equipment project (GP2030) and $29,184 will be transferred to the General Fund to cover Police Overtime incurred during a special event and miscellaneous.

The General Project Special Revenue Fund will be amended to create the project, Border Region District Sales Tax (NC2013).This project will be used to record the receipt of state sales tax remitted to the City by the State of Tennessee for development costs associated with the District.

The Water Projects fund will be amended by transferring $78,684 from the Water Treatment Plant Improvements project (WA1505) to Water Fund Electric Service to replace funds used for emergency pump replacement. The WTP Chemical Feed project (WA1900) will be amended by transferring $400,000 to the Water Treatment Plant Improvements project (WA1505). The Water Tank Rehabilitation project (WA1903) will be amended by transferring $74,757 to Water Fund Electric Service to complete the replacement of funds used for emergency pump replacement. Remaining funds in the Water Line Improvements project (WA1905) will transferred to the Water Line Improvements project (WA2005) and (WA1905) will be closed

Attachments:
1. Ordinance

Funding source appropriate and funds are available: _____

	Y	N	O
Adler			
Cooper			
Duncan			
George			
Olterman			
Phillips			
Shull			

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Approval of Additional Easement and Right-of-Way

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

Action Form No.: AF-278-2019
Work Session: December 16, 2019
First Reading: N/A

Final Adoption: December 17, 2019
Staff Work By: R. Trent; H. Clabaugh
Presentation By: R. McReynolds

Recommendation:
Approve the offer.

Executive Summary:
In order to continue to extend sanitary sewer services to serve the Border Regions area, the Public Works Department has requested additional easement and right-of-way across affected property. An appraisal has 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.

Tax Map & Parcel	Property Owner	ROW/Easement Area	Appraised Value
#120; 029.00	David Strickler, etal 500 Eastern Star Road Kingsport, TN 37663	Perm. 3,258 sq. ft. Temp. 2,593 sq. ft.	$840.00 $500.00

This project will be funded under #SW1801.

Attachments:
1. Project Location Map

Funding source appropriate and funds are available: JM

	Y	N	O
Adler			
Cooper			
Duncan			
George			
Olterman			
Phillips			
Shull			

EXTENSION OF GRAVITY SANITARY SEWER FACILITIES TO BORDER REGIONS AREAS 1 AND 3 (FORDTOWN RD., MITCHELL RD., AND BACON RD.)

LEGEND

SANITARY SEWER
- SANITARY SEWER MH
- CO SEWER CLEANOUT

STORM
- CATCH BASIN
- CURB INLET
- DRAINAGE MH

WATER
- BO BLOW OFF
- FIRE HYDRANT
- METER
- VALVE
- SHUTOFF

SURVEY
- BENCHMARK/CONTROL
- PROPERTY CORNER

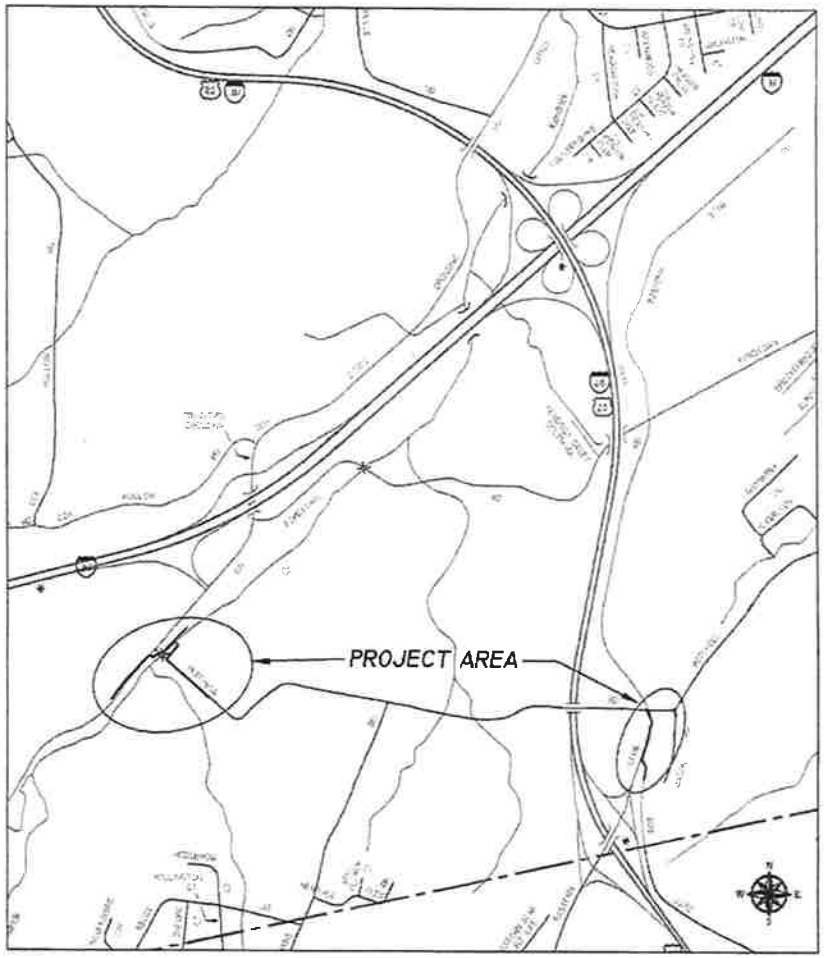
UTILITIES
- CONTROLLER CBNT
- UTILITY POLE
- LUMINAIRE POLE
- TELEPHONE MH
- T TELEPHONE PEDESTAL
- P POWER PEDESTAL

GAS
- METER
- VALVE

INDEX OF DRAWINGS

COVER SHEET
C-1 SANITARY SEWER LINES H & H1 PLAN AND PROFILES - FORDTOWN ROAD.
C-2 SANITARY SEWER LINE I PLAN AND PROFILES - MITCHELL ROAD
C-3 SANITARY SEWER LINES K & L PLAN AND PROFILES - BACON RD./BOB JOBE RD.
MISCELLANEOUS DETAILS & GENERAL NOTES

CALL THREE WORKING DAYS
BEFORE YOU DIG
1-800-351-1111
IN NASHVILLE: 360-1987
TENNESSEE
SYSTEM INCORPORATED



PROJECT LOCATION MAP

MAYOR
JOHN CLARK

VICE MAYOR
MIKE McINTIRE

ALDERMEN
COLETTE GEORGE
JENNIFER ADLER
JOE BEGLEY
BETSY COOPER
TOMMY OLTERMAN

CITY MANAGER
TILDEN J. FLEMING

P.W. DIRECTOR/ASST. CITY MANAGER
RYAN McREYNOLDS

CITY ENGINEER
HENRY A. CLABAUGH

SET ____

CITY OF KINGSPORT, TENNESSEE

2018-C21

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Authorizing the Final PILOT Agreement Between the Industrial Development Board of the City of Kingsport (IDBK) and Meade Real Estate, LLC

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

Action Form No.: AF-285-2019
Work Session: December 16, 2019
First Reading: N/A

Final Adoption: December 17, 2019
Staff Work By: Sid Cox / Chris McCartt
Presentation By: Chris McCartt

Recommendation:
Approve the Resolution.

Executive Summary:
The BMA approved Resolution No. 2017-171 on March 21, 2017 authorizing the Industrial Development Board of the City of Kingsport (IDBK) to enter into a payment-in-lieu-of-tax (PILOT) agreement with Meade Tractor. This PILOT is a result of Meade Tractor locating retail and headquarter facilities within the City of Kingsport in the Border Region Retail Tourism Development District.

Recent changes in State law now permit the reimbursement of costs incurred in connection with development in a Border Region District, to "portions of the district or business in the district", and considered as a part of the total project development. Meade Tractor has elected, at its discretion, the right to void the payments in lieu of taxes provisions of the agreement and begin receiving state sales tax distributions from the Board, for the company's development costs in the Border Region Tourism and Retail Development District.

As provided for in the Resolution, the IDBK is submitting the final PILOT agreement to the BMA for approval.

Attachments:
1. Resolution
2. PILOT Agreement

	Y	N	P	A
Adler				
Cooper				
Duncan				
George				
Olterman				
Phillips				
Shull				

RESOLUTION NO. _____

A RESOLUTION APPROVING THE FINAL PAYMENTS IN LIEU OF AD VALOREM TAX AGREEMENT BETWEEN THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSPORT, TENNESSEE AND MEADE TRACTOR OR AN AFFILIATED ENTITY WITH RESPECT TO RETAIL AND HEADQUARTER FACILITIES IN THE CITY OF KINGSPORT, TENNESSEE, AND FINDING THAT SUCH PAYMENTS ARE DEEMED TO BE IN FURTHERANCE OF THE PUBLIC PURPOSES OF THE BOARD AS DEFINED IN TENNESSEE CODE ANNOTATED SECTION 7-53-305

WHEREAS, the Board of Mayor and Aldermen (the "Governing Body") of the City of Kingsport, Tennessee (the "Municipality") has met pursuant to proper notice; and

WHEREAS, the Governing Body had previously authorized the incorporation of The Industrial Development Board of the City of Kingsport, Tennessee (the "Board") as an industrial development board duly organized and existing under the provisions of Title 53 of Chapter 7, Tennessee Code Annotated (the "Act"); and

WHEREAS, Meade Tractor (the "Company") has requested the Board to take leasehold ownership of certain property on which the Company proposes to expand retail facilities and consolidate regional offices, which is a project that is eligible to be owned by the Board under the Act and which is located in the Municipality (the "Project'); and

WHEREAS, as a part of such discussions, the Company has requested that the Board lease the Project to the Company or an affiliated entity under an arrangement whereby the Company or its affiliated entity will make payments in lieu of ad valorem taxes; and

WHEREAS, upon the acquisition of the Project by the Board and the lease of the Project to the Company or an affiliated entity, the Company intends to make improvements to and renovate facilities on the Project site; and

WHEREAS, Tennessee Code Annotated Section 7-53-305(b) authorizes the Governing Body to delegate to the Board the authority to negotiate and accept from the lessees of the Board payments in lieu of ad valorem taxes upon the finding that such payments are deemed to be in furtherance of the public purposes of the Board as defined in that Code Section; and

WHEREAS, the improvement and renovations of the Project would increase retail sales and property values, would maintain and increase employment opportunities, and would generate additional sales tax revenues and other revenues for the Municipality; and

WHEREAS, on March 21, 2017, the board of mayor and aldermen, by Resolution 2017-171 delegated to the Industrial Development Board of the City of Kingsport (the "Board") the authority to negotiate and accept payments in lieu of ad valorem taxes from the Meade Tractor (the "Company); and

WHEREAS, on May 23, 2017, the Board entered into a payments in lieu of ad valorem taxes agreement with the Company, and as provided for in Resolution 2017-171, the Board is to submit the final agreement to the Governing Body for approval; and

WHEREAS, the Company has elected by letter dated June 17, 2019, at its discretion, the right to void the payments in lieu of taxes provisions of the agreement and begin receiving state sales tax distributions from the Board, for Company's development costs in the Border Region Tourism and Retail Development District, as provided for in Tennessee Code Annotated 7-40-101, et. seq., known as the Border Region Tourism and Retail Development Act, and as stipulated within the agreement; and

WHEREAS, the Board has transferred ownership of the property to the Company by quitclaim deed dated August 16, 2019, and recorded on September 23, 2019, in the Sullivan County Register of Deeds Office and, that the Company will begin paying property taxes on the assessed value of the property and improvements, beginning in the tax year 2019 and going forward, as provided for within the agreement;

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

SECTION I. That the Governing Body does hereby approve the final payments in lieu of ad valorem taxes agreement, as submitted by the Board.

SECTION II. That the Governing Body does hereby approve, the Company's election, at the discretion of the Company, the termination of the payments in lieu of taxes provisions of the final agreement with the Board.

SECTION III. All other resolutions and orders, or parts thereof, in conflict with the provisions of this resolution are, to the extent of such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption.

ADOPTED this the 17th day of December, 2019

_____
PATRICK W. SHULL, Mayor

ATTEST:

_____
SIDNEY H. COX, City Recorder

APPROVED AS TO FORM:

_____
J. MICHAEL BILLINGSLEY, City Attorney

PAYMENT IN LIEU OF TAX AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into as of the 23rd day of May, 2017, by and between THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSPORT, TENNESSEE, a Tennessee public non-profit corporation ("KEDB") and MEADE REAL ESTATE, LLC, a Tennessee limited liability company ("Meade").

W I T N E S S E T H:

WHEREAS, KEDB is an industrial development corporation duly organized and existing under the provisions of *Title 53* of Chapter 7, Tennessee Code Annotated; and

WHEREAS, Meade has or will purchase a certain tract of land located in the City of Kingsport, 14th Civil District of Sullivan County, Tennessee, containing approximately ten (10) acres with a street address of 1423 Kendrick Creek Road, Kingsport, Tennessee, together with all improvements, structures and fixtures located on this property, as more particularly described in Exhibit "A", which is attached hereto and is incorporated herein by reference (such land, appurtenances and any other improvements, structures and/or fixtures located thereon or therein are herein referred to collectively as the "Land"); and

WHEREAS, Meade intends to develop the Land by constructing its corporate headquarters, including its equipment sales facility, training center and administrative offices thereon (such construction and development herein referred to as the "Project") (the Land and the Project are sometimes collectively referred to as the "Property"); and

WHEREAS, the construction and development of the Property will provide new growth opportunities and an increase in the job market in the City of Kingsport; and

WHEREAS, Meade has requested and KEDB by resolution duly adopted has agreed, pursuant to T.C.A.. §7-53-305, to enter into a Payment in Lieu of Tax ("PILOT") Agreement whereby Meade will transfer the fee simple title to the Property to KEDB and KEDB has agreed to own the Property and to lease the Property to Meade under an arrangement whereby Meade will make payments in lieu of ad valorem taxes for a specified number of years; and

WHEREAS, KEDB has pursuant to Tenn. Code Ann. §7-53-305(b) adopted a resolution delegating to the Chairman or Vice-Chairman of its Board of Directors the authority to negotiate and accept payments in lieu of ad valorem taxes with respect to the Property, which Resolution is attached hereto as Exhibit "B"; and

WHEREAS, the rent payable under the Lease by Meade is equal to or greater than the fair market rent of the Property such that Tenant's leasehold interest in the Property should not be subject to assessment under Tenn. Code Ann. §65-5-501; and

WHEREAS, the Board of Mayor and Alderman of the City of Kingsport, Tennessee, has, pursuant to Tenn. Code Ann. §7-53-305(b), adopted a resolution which is attached hereto as Exhibit "C" and incorporated herein by reference delegating to KEDB the authority to accept payments in lieu of ad valorem taxes with respect to the Property for a specified number of years; and

WHEREAS, the construction of the Project will enhance employment opportunities in the City of Kingsport and in Sullivan County, Tennessee in furtherance of the purposes for which KEDB was created.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and legal sufficiency of which is hereby expressly acknowledged, KEDB and Meade, intending to be legally bound, enter into this Agreement.

1. KEDB hereby agrees that at such time as Meade conveys the fee simple title to the Property to KEDB and is prepared to cause the construction and equipping of the Project, it shall lease the Property to Meade for a period of ten (10) years (the "Term"), beginning as of the Commencement Date as defined in the Lease between KEDB and Meade (the "Lease"). The Lease of the Property shall contain provisions that are customary with respect to other projects that KEDB owns and leases. The Lease shall also grant to Meade the right to purchase the Property for a nominal amount at any time during the term of the Lease. Upon conveyance of the Property to Meade, this Agreement shall terminate and all applicable real estate taxes shall be fully assessable against the Property from and after the date of the conveyance.

2. During the Term of the Lease, Tenant shall make payments in lieu of ad valorem taxes to the City of Kingsport in the amount of $700 for the first year of the Term, increasing at the rate of ten percent (10%) during each subsequent year of the Term. The payments in lieu of ad valorem taxes due to the City of Kingsport for each year shall be due and payable on the last day of November of such year. Annual real estate taxes shall be pro rated for the first and last year of the Term based on the number of months the Lease is in effect during the applicable year. Meade shall be responsible for payment of all personal property tax assessed on its personal property, including machinery and equipment during the Term.

3. In the event Meade provides a written request to KEDB stating that in order for it to secure adequate financing for the construction and equipping of the Project, its lender has required KEDB to subordinate its ownership interest in the Property and the Lease to the liens of the lender's collateral security, KEDB shall subordinate its ownership of the Property and the Lease to the collateral security required by the lender providing financing for the construction and equipping of

the Project and to otherwise cooperate as is reasonably necessary to enable Meade to secure such financing.

4. If the Property subject to this PILOT Agreement is located within an area certified by the Tennessee Commissioner of Revenue as a Border Region Retail Tourism Development District ("District") as defined by the Border Region Retail Tourism Development District Act codified at Tenn. Code Ann. §7-40-101 et. seq (the "Act"), then Meade may elect, in its discretion, to receive all sales tax funds payable to KEDB (the City of Kingsport, as applicable), pursuant to the act as a result of sales taxes generated by Meade and its affiliates' operations on the Property. However, if the Meade sales tax revenues are included in the Base Tax Revenues of the District as defined in the Act, the amount payable to Meade by KEDB pursuant to this provision, shall be calculated and paid as if Meade's sales tax revenues were not included in the Base Tax Revenues of the District, as it is the intent of the parties that Meade not be penalized for being one of the first to undertake development within the District. The payment to Meade shall be made within thirty (30) days of the distribution of the District sales tax revenue to KEDB.

This election once made shall be irrevocable and the payments thereunder shall continue for the remaining period of time sales tax revenue is apportioned to KEDB pursuant to the Act, but in no event shall the total payments to Meade exceed the maximum total costs allowable by the Act.

If Meade elects to receive the Border Sales Tourism Sales Tax Incentive pursuant to the Act, it shall provide written notice of its election to KEDB. In such event, the payment in lieu of taxes provisions in this Agreement shall be void and KEDB shall transfer ownership of the Property to Meade and Meade shall thereafter pay property taxes on the assessed value of the Property and improvements thereon, effective as of the first day of the month following the election

at the normal and customary rates that apply to all other property owners within the City of Kingsport and Sullivan County, Tennessee.

5. This Payment in Lieu of Tax Agreement, together with the Lease and the deed referred to herein, constitutes the entire agreement between the parties with regard to the subject matter and all prior agreements and representations are integrated herein and superceded hereby.

IN WITNESS WHEREOF, the parties have executed this instrument in multiple originals as of the date first above written.

THE INDUSTRIAL DEVELOPMENT BOARD OF
THE CITY OF KINGSPORT, TENNESSEE

By: _____

Its: _____

MEADE REAL ESTATE, LLC

By: _____

Its: _____

2KEDB Meade PILOT Agr/jm

EXHIBIT "A"

LEGAL DESCRIPTION

THIS INSTRUMENT PREPARED BY:
Wilson Worley Moore Gamble & Stout, P.C.
2021 Meadowview Lane, 2nd Floor
P.O. Box 88
Kingsport, Tennessee 37662

THIS DEED, made and entered into as of this 25th day of August, 2017, by and between MEADE REAL ESTATE, LLC, a Tennessee limited liability company, hereinafter known as the Party of the First Part, and THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSPORT, TENNESSEE, a Tennessee public not-for-profit corporation, hereinafter known as the Party of the Second Part.

WITNESSETH

That for and in consideration of the sum of One Dollar ($1.00) cash in hand paid and other good and valuable consideration, the receipt of all of which is hereby acknowledged, the Party of the First Part has this day bargained and sold and by these presents does hereby grant, transfer, and convey unto the Party of the Second Part, its successors and assigns, the following described property (the "Property") containing 10 acres situate in the 14th Civil District of Sullivan County, Tennessee, to wit:

> BEING Lot 1, Horse Creek Farms, GP Subdivision, as shown on the map or Plat recorded in the Register's Office for Sullivan County, Tennessee, in Plat Book P55, page 557, and BEING the same Property conveyed to the Party of the First Part by Warranty Deed from Horse Creek Farms, GP, dated June 1, 2017, of record in the Register's Office for Sullivan County, Tennessee, in Deed Book 3245, at page 1232.
>
> ALSO BEING a portion of the same property conveyed to Horse Creek Farms, GP, as Parcel No. 1 (stated to contain 83.06 acres) by Quit Claim Deed from Jill Riggs Rich and Joe Wesley Riggs, et al, dated May 31, 2011, of record in the Register's Office for Sullivan County, Tennessee, in Deed Book 2975C, at page 304; to all of which reference is hereby expressly made.
>
> BEING a portion of Tax Parcel Identification Number: 105 19300 000.

TO HAVE AND TO HOLD unto the Party of the Second Part, its successors and assigns, in fee simple forever.

The Party of the First Part covenants with the Party of the Second Part, its successors and assigns, that it is lawfully seized and possessed of the Property; that it has a good and lawful right to convey the same as herein conveyed; that the Property is free, clear and unencumbered; and that it will forever warrant and defend the title to the Property against the good and lawful claims of all persons whomsoever.

This conveyance is made expressly subject to all covenants, conditions, restrictions and reservations contained in former deeds and other instruments of record applicable to the Property, insofar as they are presently binding thereon, and to any easements apparent from an inspection of the Property.

WITNESS the signatures of the Party of the First Part as of the date first above written.

MEADE REAL ESTATE, LLC

By: _____

Its: VP

STATE OF TENNESSEE :
: ss.
COUNTY OF SULLIVAN :

Before me, the undersigned notary public of the state and county aforementioned, personally appeared Charles D. Meade III, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence and who, upon his oath, acknowledged himself to be Chief Manager of Meade Real Estate, LLC, the within-named bargainor, a limited liability company, and that he as Chief Manager, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the limited liability company by himself as Chief Manager.

WITNESS my hand and official seal at office this 25th day of August, 2017.

Angela M. Hilbert
Notary Public

My commission expires: 05-29-2018

ANGELA M. HILBERT STATE OF TENNESSEE NOTARY PUBLIC WASHINGTON COUNTY

STATE OF TENNESSEE :
:ss.
COUNTY OF SULLIVAN :

I hereby swear or affirm that the actual consideration for this transfer or value of the property transferred whichever is greater, is $ -0- which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale. (THIS IS AN EXEMPT TRANSFER)

_____
Affiant

SWORN TO AND SUBSCRIBED before me, this 25th day of August, 2017.

Angela M. Hilbert
Notary Public

My commission expires: 05-29-2018

ANGELA M. HILBERT STATE OF TENNESSEE NOTARY PUBLIC WASHINGTON COUNTY

Name and Address of Property Owner: The Industrial Development Board of the City of Kingsport, Tennessee, 400 Clinchfield Street, Suite 100, Kingsport, Tennessee 37660

Name and Address of the Person Responsible for the Payment of the Real Property Tax: same as above

2Meade KIDB Deed/jm

True Copy Certification

I, Angela M. Hilbert, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Angela M. Hilbert
Signature

STATE OF TENNESSEE
COUNTY OF WASHINGTON

Personally appeared before me, a notary public for this county and state, Angela M. Hilbert, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Pennie E Terry
Notary's Signature

My Commission Expires: 1-29-2018
Notary's Seal (if on paper)

PENNIE E. TERRY
STATE OF TENNESSEE NOTARY PUBLIC
WASHINGTON COUNTY

BK/PG:3256/1320-1322
17015157

3 PGS : DEED	
SHEENA R TINSLEY 141597 - 17015157	
08/28/2017 - 10:00:21 AM	
VALUE	
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	15.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	17.00

STATE of TENNESSEE, SULLIVAN COUNTY
SHEENA R TINSLEY
REGISTER OF DEEDS

EXHIBIT "B"

RESOLUTION BY THE INDUSTRIAL DEVELOPMENT

BOARD OF THE CITY OF KINGSPORT, TENNESSEE

RESOLUTION RELATING TO LEASE
BETWEEN THE INDUSTRIAL DEVELOPMENT BOARD
OF THE CITY OF KINGSPORT, TENNESSEE AND
MEADE REAL ESTATE, LLC
INCLUDING PAYMENTS IN LIEU OF TAXES

WHEREAS, the Board of Directors of the Industrial Development Board of the City of Kingsport, Tennessee, (the "Board"), has met pursuant to proper notice; and

WHEREAS, to induce Caudill Hill Ventures, LLC, d/b/a/ Meade Tractor and Meade Equipment, LLC, to cause Meade Real Estate, LLC, to purchase approximately ten (10) acres of real property located in the City of Kingsport, 14th Civil District of Sullivan County, Tennessee (the "Property") and for Meade Tractor t relocate it current headquarters including its construction equipment, sales facility, training center and administrative offices to the Property and to construct a retail sales area at the Property, the Board will accept a conveyance of the Property from and lease the Property to Meade Real Estate, LLC; and

WHEREAS, there has been submitted to the Board the form of a deed (the "Deed") from Meade Real Estate, LLC, to the Board which the Board proposes to accept and the form of a lease (the "Lease") between the Board and Meade Real Estate, LLC, which the Board proposes to execute to carry out the transactions described above, a copy of which instruments shall be filed with the records of the Board; and

WHEREAS, Meade Real Estate, LLC, will agree to make certain payments in lieu of real estate taxes pursuant to the Lease and pursuant to a payment in lieu of tax ("PILOT") Agreement between the Board and Meade Real Estate, LLC, as submitted to the Board.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSPORT, TENNESSEE, AS FOLLOWS:

1. The Chairman or Vice Chairman of the Board is hereby authorized and directed to execute, and either is authorized and directed to accept the conveyance of the Property pursuant to the Deed.

2. The Chairman or Vice-Chairman of the Board is hereby authorized and directed to execute, and either is authorized and directed to deliver the Lease to Meade Real Estate, LLC.

3. The Chairman or Vice-Chairman of the Board is hereby authorized and directed to execute, and either is authorized and directed to deliver the PILOT Agreement to Meade Real Estate, LLC.

4. The Deed, Lease and PILOT Agreement shall be in substantially the form submitted, which are hereby approved, with such completions, omissions, insertions and changes as may be approved by the officers executing them and by counsel to the Board. The execution of the Deed, Lease and PILOT Agreement by the appropriate officers of the Board shall constitute conclusive evidence of his or her approval and the Board's counsel's approval of any such omissions, insertions, and changes.

5. The officers of the Board are hereby authorized and directed to execute, deliver and file such other certificates and instruments and to take all such further action as they may consider necessary or desirable in connection with the consummation of the transactions described above.

6. Any authorization herein to execute any documents shall include authorization to record such documents where appropriate.

7. All other acts of the officers of the Board which are in conformity with the purposes and intent of this Resolution are hereby approved and confirmed.

INDUSTRIAL DEVELOPMENT BOARD OF THE
CITY OF KINGSPORT, TENNESSEE

By: _____
Chairman

ATTEST: _____
Secretary

I hereby certify that attached hereto is a Resolution of the Industrial Development Board of the City of Kingsport, Tennessee, duly and lawfully adopted by its Board of Directors on May 23, 2017, at a meeting in which a quorum was acting throughout and I furthermore certify that such Resolution has not been amended or modified in any respect.

INDUSTRIAL DEVELOPMENT BOARD OF THE
CITY OF KINGSPORT, TENNESSEE

_____
Secretary

2KIDB-Meade Resolutions/jm

EXHIBIT "C"

RESOLUTION BY THE BOARD OF MAYOR AND ALDERMEN

OF THE CITY OF KINGSPORT, TENNESSEE

RESOLUTION NO. 2017-171

A RESOLUTION AUTHORIZING THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSPORT, TENNESSEE TO NEGOTIATE AND ACCEPT FROM MEADE TRACTOR OR AN AFFILIATED ENTITY PAYMENTS IN LIEU OF AD VALOREM TAX WITH RESPECT TO RETAIL AND HEADQUARTER FACILITIES IN THE CITY OF KINGSPORT, TENNESSEE, AND FINDING THAT SUCH PAYMENTS ARE DEEMED TO BE IN FURTHERANCE OF THE PUBLIC PURPOSES OF THE BOARD AS DEFINED IN TENNESSEE CODE ANNOTATED SECTION 7-53-305

WHEREAS, the Board of Mayor and Aldermen (the "Governing Body") of the City of Kingsport, Tennessee (the "Municipality") has met pursuant to proper notice; and

WHEREAS, the Governing Body had previously authorized the incorporation of The Industrial Development Board of the City of Kingsport, Tennessee (the "Board") as an industrial development board duly organized and existing under the provisions of Title 53 of Chapter 7, Tennessee Code Annotated (the "Act"); and

WHEREAS, Meade Tractor (the "Company") has requested the Board to take leasehold ownership of certain property on which the Company proposes to expand retail facilities and consolidate regional offices, which is a project that is eligible to be owned by the Board under the Act and which is located in the Municipality (the "Project"); and

WHEREAS, as a part of such discussions, the Company has requested that the Board lease the Project to the Company or an affiliated entity under an arrangement whereby the Company or its affiliated entity will make payments in lieu of ad valorem taxes; and

WHEREAS, upon the acquisition of the Project by the Board and the lease of the Project to the Company or an affiliated entity, the Company intends to make improvements to and renovate facilities on the Project site; and

WHEREAS, Tennessee Code Annotated Section 7-53-305(b) authorizes the Governing Body to delegate to the Board the authority to negotiate and accept from the lessees of the Board payments in lieu of ad valorem taxes upon the finding that such payments are deemed to be in furtherance of the public purposes of the Board as defined in that Code Section; and

WHEREAS, the improvement and renovations of the Project would increase retail sales and property values, would maintain and increase employment opportunities, and would generate additional sales tax revenues and other revenues for the Municipality,

Now therefore,

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

SECTION I. The Governing Body hereby finds that the negotiation and acceptance by the Board from the Company of payments in lieu of ad valorem taxes consistent with this resolution are deemed to be in furtherance of the public purposes of the Board as defined in Tennessee Code Annotated Section 7-53-305, and the City hereby delegates to the Board the authority to

negotiate and accept such payments in lieu of ad valorem taxes from the Company or an affiliated entity.

SECTION II. The Board's agreement with the Company concerning payments in lieu of ad valorem taxes may provide that any ad valorem taxes paid by the Company to any taxing jurisdiction with respect to its leasehold interest in the Project shall constitute a credit against the payments in lieu of ad valorem taxes due such taxing jurisdiction.

SECTION III. The Board's agreement with the Company concerning payments in lieu of ad valorem taxes may contain such administrative provisions not inconsistent with this resolution as the Board deems appropriate.

SECTION IV. That the Board shall submit the final agreement to the Board of Mayor and Aldermen for approval.

SECTION V. All other resolutions and orders, or parts thereof, in conflict with the provisions of this resolution are, to the extent of such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption.

ADOPTED this the 21st day of March, 2017.

ATTEST:

JOHN CLARK, Mayor

ANGELA MARSHALL
Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

EXHIBIT "D"

LEASE BETWEEN THE INDUSTRIAL DEVELOPMENT

BOARD OF THE CITY OF KINGSPORT, TENNESSEE, AND

MEADE REAL ESTATE, LLC

BK/PG:3256/1323-1328
17015158

6 PGS : MEMORANDUM	
SHEENA R TINSLEY 141597 - 17015158	
08/28/2017 - 10:00:21 AM	
VALUE	
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	30.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	32.00

STATE of TENNESSEE, SULLIVAN COUNTY
SHEENA R TINSLEY
REGISTER OF DEEDS

This Instrument Prepared By:
Wilson Worley Moore Gamble & Stout, P.C.
2021 Meadowview Lane, 2nd Floor
P.O. Box 88
Kingsport, TN 37662

SHORT FORM-MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("Memorandum") is made and entered into effective this 25th day of August, 2017 (the "Effective Date"), by and between THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSPORT, TENNESSEE, a Tennessee public not-for-profit corporation, hereinafter referred to as Landlord and MEADE REAL ESTATE, LLC., a Tennessee Limited Liability Company, hereinafter referred to as Tenant, under the following circumstances:

A. Landlord and Tenant have entered into a Lease Agreement (the "Agreement") wherein Landlord has let and demised to Tenant and Tenant has taken and hired from Landlord a certain tract or parcel of land, together with all improvements located thereon or appurtenant thereto, all beneficial easements pertaining thereto and all stationary utility fixtures, lines, pipes, tanks, etc., presently installed and now operated or operable located in the City of Kingsport, 14th Civil District of Sullivan County, Tennessee, and being more particularly described in Exhibit "A" attached hereto (the "Property").

B. Landlord and Tenant desire to enter into this Short Form-Memorandum of Lease which is to be recorded in order that third parties may have notice of Tenant's interest in the Property and the existence of the Agreement.

NOW THEREFORE, Landlord, in consideration of the rents, covenants and agreements on the part of Tenant to be paid and performed, hereby lets, leases and demises to Tenant the Property, all in accordance with the terms of the Agreement.

1. The Property is leased and Landlord does hereby lease the same to Tenant for a period of ten (10) years commencing as of the Commencement Date as provided in the Agreement (the "Term").

2. Pursuant to the provisions of the Agreement, Tenant has the exclusive option to purchase the Property at any time during the Term on the terms set forth in the Agreement.

3. Landlord is prohibited from encumbering the Property without the written consent of Tenant.

4. All the terms, conditions, provisions and covenants of the Agreement are incorporated in this Memorandum by reference as though written out at length herein, and the Agreement and this Memorandum shall be deemed to constitute a single instrument or document; provided, however, that in the event of a conflict between this Memorandum and the Agreement, the terms and conditions of the Agreement shall govern.

5. This Memorandum of Lease may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original and all of which together shall constitute one and the same agreement of the parties.

IN WITNESS WHEREOF, The Industrial Development Board of the City of Kingsport, Tennessee, has executed this Agreement by causing its name to be hereunder subscribed by its chairman (or vice-chairman) and attested by its secretary (or assistant secretary) and Meade Real Estate, LLC, has executed this Agreement by causing its name to be hereunto subscribed by its Chief Manager, all being done as of the date and year first above written.

LANDLORD:

THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSPORT, TENNESSEE

By: _____

Its: Chairman

ATTESTED:

_____

Secretary

TENANT: MEADE REAL ESTATE, LLC.

By: _____

Its: Chief Manager

STATE OF TENNESSEE :

:ss.

COUNTY OF SULLIVAN :

Personally appeared before me, the undersigned, a Notary Public in and for the aforesaid state and county, William D Dudney, with whom I am personally acquainted and who, upon oath, acknowledged himself to be the Chairman of The Industrial Development Board of the City of Kingsport, Tennessee, the within-named bargainor, a corporation, and that he as such Chairman, being authorized to do so, executed the foregoing instrument for the purposes contained therein by signing the name of the corporation by himself as Chairman.

WITNESS my hand and official seal at office this 22 day of August, ~~2014~~ 2017.

Lori S. Lloyd
Notary Public

My Commission Expires: 11-25-17

LORI S. LLOYD
STATE OF TENNESSEE NOTARY PUBLIC
SULLIVAN COUNTY

STATE OF TENNESSEE :

:S.S.

COUNTY OF SULLIVAN :

Before me, the undersigned notary public of the state and county aforementioned, personally appeared Charles D. Meade III, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence and who, upon his oath, acknowledged himself to be Chief Manager of Meade Real Estate, LLC, the within-named bargainor, a limited liability company, and that he as Chief Manager, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the limited liability company by himself as Chief Manager.

WITNESS my hand and official seal at office this 25th day of August, 2017.

Angela M. Hilbert
Notary Public

My Commission Expires: 05-29-2018

ANGELA M. HILBERT
STATE OF TENNESSEE NOTARY PUBLIC
WASHINGTON COUNTY

2KIDB Meade Lease/jm

EXHIBIT "A"

LEGAL PROPERTY DESCRIPTION AND SURVEY

Located in the City of Kingsport, 14th Civil District of Sullivan County, Tennessee, to-wit:

That certain tract of land containing ten (10) acres, and being Lot 1, Horse Creek Farms, GP, Subdivision, as shown on the map for Plat recorded in the Register's Office for Sullivan County, Tennessee, in Plat Book P-55, page 557.

BEING the same Property conveyed to The Industrial Development Board of the City of Kingsport, Tennessee, by deed dated August 25, 2017, and of record in Book 3256, Page 1320, in the Register's Office for Sullivan County, Tennessee.

True Copy Certification

I, Angela M. Hilbert, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Angela M. Hilbert
Signature

STATE OF TENNESSEE
COUNTY OF WASHINGTON

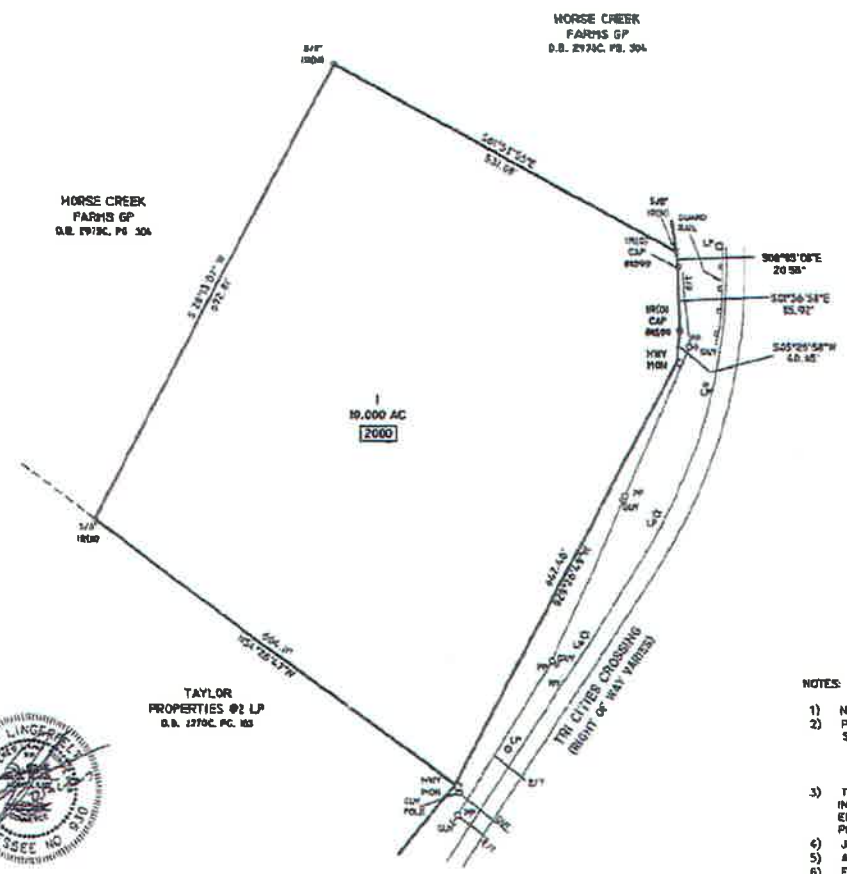
Personally appeared before me, a notary public for this county and state, Angela M. Hilbert, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Pennie E. Terry
Notary's Signature

My Commission Expires: 1-29-2018
Notary's Seal (if on paper)

PENNIE E. TERRY
STATE OF TENNESSEE NOTARY PUBLIC
WASHINGTON COUNTY

© COPYRIGHT ALLEY & ASSOCIATES, INC 2017


HORSE CREEK FARMS GP
D.B. 2975C, PG. 304
HORSE CREEK FARMS GP
D.B. 2975C, PG. 304
TAYLOR PROPERTIES #2 LP
D.B. 2270C, PG. 103
1
10.000 AC
2000
TRI CITIES CROSSING (RIGHT OF WAY VARIES)
S06°05'08"E
20.58'
S07°36'34"E
55.91'
S05°29'58"W
40.45'
N54°26'47"W
N54°26'47"W
N54°26'47"W
N07°33'13"E
372.40'
S07°33'13"W
372.40'
S07°33'13"W
S07°33'13"W
S07°33'13"W

Meade Real Estate, LLC
2000 Tri-Cities Crossing, Kingsport, TN 37663
(423) 573-2022 (phone)

June 17, 2019

Mr. Craig Denison, Chairman
The Industrial Development Board of the
City of Kingsport, Tennessee
400 Clinchfield Street, Suite 100
Kingsport, TN 37660

RE: Payment in Lieu of Tax Agreement dated May 23, 2017

Dear Mr. Denison:

This letter is written pursuant to the above-referenced PILOT agreement between The Industrial Development Board of the City of Kingsport, Tennessee ("KEDB") and Meade Real Estate, LLC dated May 23, 2017 (the "Agreement"). Pursuant to Section 4 of the Agreement, the property subject to the PILOT Agreement is located within an area certified by the Tennessee Commissioner of Revenue as a Border Regions Retail Tourism District as defined by the Border Regions Retail Tourism Development District Act codified at T.C.A. § 7-40-101, et. seq. As a result, Meade has the election to receive all sales tax funds payable to KEDB (the City of Kingsport as applicable) pursuant to the Act as a result of sales tax generated by Meade and its affiliate operations on the Property.

Pursuant to the terms of Section 4 of the Agreement, Meade hereby elects to receive the sales tax funds pursuant to the Act. Pursuant to Section 4, Meade also requests that KEDB transfer ownership of the Property to Meade.

I presume KEDB will prepare a Deed transferring ownership as provided above in the near future. If you have any questions regarding this election, please contact me to discuss at your convenience.

Yours Very Truly,

Chuck Meade, President

BK/PG:3351/80-82
19017498
3 PGS : DEED
BEVONDA WISE 197670 - 19017498
09/23/2019 - 02:46:41 PM
VALUE
MORTGAGE TAX 0.00
TRANSFER TAX 0.00
RECORDING FEE 15.00
DP FEE 2.00
REGISTER'S FEE 0.00
TOTAL AMOUNT 17.00
STATE of TENNESSEE, SULLIVAN COUNTY
SHEENA R TINSLEY

THIS INSTRUMENT PREPARED BY:
Wilson Worley Moore Gamble & Stout, P.C.
2021 Meadowview Lane, 2nd Floor
P.O. Box 88
Kingsport, Tennessee 37662

THIS QUITCLAIM DEED, made and entered into as of this 16th day of August, 2019, by and between THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSPORT, TENNESSEE, a Tennessee public not-for-profit corporation, hereinafter known as the Party of the First Part, and MEADE REAL ESTATE, LLC, a Tennessee limited liability company, hereinafter known as the Party of the Second Part.

W I T N E S S E T H

That for and in consideration of the sum of One Dollar ($1.00) cash in hand paid and other good and valuable consideration, the receipt of all of which is hereby acknowledged, the Party of the First Part does hereby grant, transfer, and quitclaim unto the Party of the Second Part, its successors and assigns, the following described property (the "Property") containing 10 acres situate in the 14th Civil District of Sullivan County, Tennessee, to wit:

> BEING Lot 1, Horse Creek Farms, GP Subdivision, as shown on the map or Plat recorded in the Register's Office for Sullivan County, Tennessee, in Plat Book P55, page 557, and BEING the same Property conveyed to the Party of the First Part by Deed from Meade Real Estate, LLC, dated August 15, 2017, of record in the Register's Office for Sullivan County, Tennessee, in Deed Book 3256, at page 1320.
>
> ALSO BEING a portion of the same property conveyed to Horse Creek Farms, GP, as Parcel No. 1 (stated to contain 83.06 acres) by Quit Claim Deed from Jill Riggs Rich and Joe Wesley Riggs, et al, dated May 31, 2011, of record in the Register's Office for Sullivan County, Tennessee, in Deed Book 2975C, at page 304; to all of which reference is hereby expressly made.
>
> Sullivan County Tax Parcel 193.10; Map Number 105; Property Address: Kendricks Creek Road.

WITNESS the signature of the Party of the First Part as of the date first above written.

THE INDUSTRIAL DEVELOPMENT BOARD
OF THE CITY OF KINGSPORT, TENNESSEE

By: Craig Denison

Its: Chairman

STATE OF TENNESSEE :
: ss.
COUNTY OF SULLIVAN :

Before me, the undersigned notary public of the state and county aforementioned, personally appeared Craig Denison, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence and who, upon his oath, acknowledged himself to be Chairman of The Industrial Development Board of the City of Kingsport, Tennessee, the within-named bargainor, a corporation, and that he as Chairman, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as Chairman.

WITNESS my hand and official seal at office this 16th day of August, 2019.

Notary Public

JOEL A. CONKIN STATE OF TENNESSEE NOTARY PUBLIC COUNTY OF SULLIVAN

My commission expires: 8/25/21

STATE OF TENNESSEE :
:ss.
COUNTY OF SULLIVAN :

I hereby swear or affirm that the actual consideration for this transfer or value of the property transferred whichever is greater, is Quitclaim - No Monetary Consideration which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Affiant

SWORN TO AND SUBSCRIBED before me, this 6 day of August, 2019.

Notary Public

JOEL A. CONKIN STATE OF TENNESSEE NOTARY PUBLIC COUNTY OF SULLIVAN

My commission expires: 8/25/21

Name and Address of Property Owner: Meade Real Estate, LLC, 2600 Fort Cities Crossing, Kingsport, Tennessee 37663

Name and Address of the Person Responsible for the Payment of the Real Property Tax.
Same as above

TRUE COPY CERTIFICATION

I, MARY P. BARKLEY, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Signature

STATE OF TENNESSEE
COUNTY OF SULLIVAN

Personally appeared before me, a notary public for this county and state, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Notary's Signature

My Commission Expires: 10/25/2022

PATRICIA A. LEONE
STATE OF TENNESSEE NOTARY PUBLIC
SULLIVAN COUNTY

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

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

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

Action Form No.: AF-280-2019
Work Session: December 16, 2019
First Reading: N/A

Final Adoption: December 17, 2019
Staff Work By: Committee
Presentation By: David Frye / Jennifer Walker

Recommendation:
Approve the Resolution.

Executive Summary:
On December 19, 2017, the Board of Mayor and Aldermen passed a resolution to award the KCS School Nutrition Dairy Bid to Prairie Farms Dairy. This agreement was to establish a continuous supply of dairy items for use by the City of Kingsport School Nutrition Services. The agreement included an option to renew the agreement for up to three additional years, in one-year increments, provided pricing and quality of services are acceptable to the City of Kingsport. The quality of service is satisfactory and prices are in line with market value when compared to the Consumer Price Index for All Urban Consumers, U.S. Food and Beverages. It is now recommended to amend this agreement for an additional year and extend it for the January 8, 2020– January 7, 2021 for $250,000.00

Funding will be provided from Kingsport City School Nutrition Services budget.

Attachments:
1. Resolution
2. Letter of Intent to Renew
3. Proposed Addendum

Funding source appropriate and funds are available: JM

	Y	N	O
Axom Adler			
Cooper			
Duncan			
George			
Olterman			
Phillips			
Shull			

RESOLUTION NO. _____

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

WHEREAS, on December 19, 2018, the board approved an agreement with Prairie Farms Dairy to provide dairy products to the Kingsport City School Nutrition Services for the period of January 8, 2018, to January 7, 2019, with the option to renew the agreement for an additional three years, in one year increments; and

WHEREAS, the Kingsport City School Nutrition Services would like to renew the agreement for the term of January 8, 2020, to January 7, 2021, for $250,000.00; and

WHEREAS, funding will be provided from Kingsport City School Nutrition Services budget.

Now therefore,

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

SECTION I. That an addendum to the agreement with Prairie Farms Dairy for dairy products for the Kingsport City School Nutrition Services for the period of January 8, 2020, to January 7, 2021, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an addendum to the agreement with Prairie Farms Dairy for dairy products for the Kingsport City School Nutrition Services for the period of January 8, 2020, to January 7, 2021, and all other documents necessary and proper to effectuate the purpose of the amendment or this resolution, said amendment being generally as follows:

ADDENDUM TO AGREEMENT
BETWEEN PRAIRIE FARMS DAIRY
AND CITY OF KINGSPORT, TENNESSEE FOR ITS KINGSPORT CITY SCHOOLS
MADE AND ENTERED INTO ON THE 8TH DAY OF JANUARY 2018

SECTION 2. CONTRACT TERM. The work to be performed under this Contract shall be from JANUARY 8, 2020 to JANUARY 7, 2021. Providing all terms, conditions and cost are acceptable to both parties. The City reserves the right to re-bid at the end of any contract period.

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

shall also pay for all losses or damages of the Contractor arising out of the nature of the work, and for any and all expenses incurred in consequence of the work under this Contract, and for the well and faithful performance of said Contract.

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

1. This Agreement shall terminate at the end of the contract year, January 7, 2021. Additional annual term(s), each of which said term shall expire at the end of the then current contract year, shall be at the sole option of the City of Kingsport. If not renewed, for reason of Funding Out (which means school has insufficient funds to pay at June 30), City shall have no obligation to pay any additional costs and City shall surrender all rights and interest in any asset(s) which are not fully owned by City to Company. Except for the Maintenance Component and charges based upon the usage of the Equipment, the balance of the monthly payment owed by the City shall be consistent during the term(s) of the Agreement.

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

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

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

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 17th day of December, 2019.

_____
PATRICK W. SHULL, MAYOR

ATTEST:

_____
SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

_____
J. MICHAEL BILLINGSLEY, CITY ATTORNEY

Kingsport City Schools

400 Clinchfield Street, Ste. 200
Kingsport, TN 37660

p: (423) 378.2100
f: (423) 378.2109

www.k12k.com

MEMORANDUM

TO: Board of Mayor & Aldermen

FROM: Jennifer Walker - SNS Supervisor
David Frye - Chief Financial Officer

DATE: 12/04/19

RE: Renew Prairie Farms Dairy Contract - School Nutrition Services

Recommendation: Approval to renew agreement to extend Prairie Farms Dairy contract for one year

The City of Kingsport entered into an agreement with Prairie Farms Dairy beginning January 8, 2018. This agreement was to establish a continuous supply of dairy items for use by the City of Kingsport School Nutrition Services. The agreement included an option to renew the contract for up to three additional years in one year increments, providing pricing and quality of services are acceptable to the City of Kingsport. The quality of service is very good and prices are in line with market value when compared to the Consumer Price Index for All Urban Consumers, U.S. Food and Beverages. The Board of Education approved the renewal of the contract with Prairie Farms Dairy during the December 12, 2019 meeting.

Kingsport School Nutrition Services is requesting the approval of the Board of Mayor and Aldermen to amend this agreement to extend it for the January 8, 2020 – January 7, 2021 term for the not to exceed contract amount of $250,000.00.

Funding will be provided from Kingsport City School Nutrition budget.

November 15, 2019

Michelle Ramey
Procurement
Kingsport City Schools
400 Clinchfield Street Suite 200
Kingsport TN 37660

Dear Ms. Ramey,

Prairie Farms Dairy - Somerset Division agrees to renew the current bid with Kingsport City Schools for the contract period of January 8, 2020 through January 7, 2021. Pricing be adjusted each month based on the raw milk announcement.

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

Sincerely,

Mike Chandler

Mike Chandler
General Manager

MC/cpd

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

November 19, 2019

Michelle Ramey
Procurement
Kingsport City Schools
400 Clinchfield Street Suite 200
Kingsport TN 37660

Revised and additional item to contract listed below:

Milk, 1%, half pint, chocolate, carton	.2376
Milk, 1%, half pint, strawberry, carton	.2376
(Revised from fat free milk)	
Lactose Free Milk with Calcium, half pint	.6100
(Additional item)	

November pricing listed, pricing will be adjusted each month based on the raw milk announcement.

Nutritional information attached for the above items.

Thanks,

Mike Chandler
General Manager

MC/cpd

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

ADDENDUM TO AGREEMENT

BETWEEN PRAIRIE FARMS DAIRY

AND CITY OF KINGSPORT, TENNESSEE FOR ITS KINGSPORT CITY SCHOOLS

MADE AND ENTERED INTO ON THE 8TH DAY OF JANUARY 2018

SECTION 2. CONTRACT TERM. The work to be performed under this Contract shall be from JANUARY 8, 2020 to JANUARY 7, 2021. Providing all terms, conditions and cost are acceptable to both parties. The City reserves the right to re-bid at the end of any contract period.

SECTION 3. THE CONTRACT PRICE. The City shall pay, in current fund, the Contractor for the performance of this Contract on the basis of the unit price cost per unit, as set forth in SECTION 1 above, and as set out and stipulated in the bid or proposal of said Contract, and the total cost of TWO HUNDRED FIFTY THOUSAND DOLLARS AND NO CENTS ($250,000.00) is an estimated total cost, based upon the number of units required for the performance of this Contract and in the event there is any variation in the units actually required in the performance of this Contract, and the estimate made above, then the unit price shall in all things control, so that the total estimated cost of TWO HUNDRED FIFTY THOUSAND DOLLARS AND NO CENTS ($250,000.00) is subject to being increased in the event the units required for this Contract are greater than that estimated, and is subject to being decreased in the event said units are less than that estimated; which said payment, based upon the unit costs mentioned above, shall be full compensation for all materials and supplies furnished, and all labor done by the Contractor under and pursuant to this Agreement, and said sum shall also pay for all losses or damages of the Contractor arising out of the nature of the work, and for any and all expenses incurred in consequence of the work under this Contract, and for the well and faithful performance of said Contract.

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

1. This Agreement shall terminate at the end of the contract year, January 7, 2021. Additional annual term(s), each of which said term shall expire at the end of the then current contract year, shall be at the sole option of the City of Kingsport. If not renewed, for reason of Funding Out (which means school has insufficient funds to pay at June 30), City shall have no obligation to pay any additional costs and City shall surrender all rights and interest in any asset(s) which are not fully owned by City to Company. Except for the Maintenance Component and charges based upon the usage of the Equipment, the balance of the monthly payment owed by the City shall be consistent during the term(s) of the Agreement.

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

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

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

PRAIRIE FARMS DAIRY

BY:_____

CITY OF KINGSPORT, TENNESSEE

BY:_____
Mayor

ATTEST:

_____
Recorder

APPROVED AS TO FORM:

_____
City Attorney

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Awarding the Bid for the Purchase of Two (2) 41 Passenger School Buses to Mid-South Bus Center

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

Action Form No.: AF-287-2019
Work Session: December 16, 2019
First Reading: N/A

Final Adoption: December 17, 2019
Staff Work By: Committee
Presentation By: Steve Hightower

Recommendation:
Approve the Resolution.

Executive Summary:
Bids were opened on November 20, 2019 for the purchase of two (2) 41 Passenger EHAB School Buses. The advertisement for the Invitation to Bid was published in the Kingsport Times News on October 23, 2019 and placed on our website for 29 calendar days. It is the recommendation of the committee to accept the compliant bid from Mid-South Bus Center for Two (2) Thomas Saf-T-Liner EFX 1118S buses plus the uprated axle for each and accept the trade offering for Units # 1437 and Unit # 1438.

	$119,079.00	Unit Price
add	$1,500.00	Optional Uprated Axle - Additional Hard Drive for Recording System
deduct	$700.00	Trade Offering Per Unit (#1437 and #1438)
	$119,879.00	Total Purchase Price Per Unit

$239,758.00 Total Purchase Cost for Two Units

Additional information is included in the recommendation memo.

Funding is identified in Project/Account # 511-5008-501-90-10 Fleet Replacement.

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

Funding source appropriate and funds are available: JM

	Y	N	O
Adler			
Cooper			
Duncan			
George			
Olterman			
Phillips			
Shull			

RESOLUTION NO. _____

A RESOLUTION AWARDING THE BID FOR THE PURCHASE OF TWO 41 PASSENGER SCHOOL BUSES TO MID-SOUTH BUS CENTER, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

WHEREAS, bids were opened November 20, 2019, for the purchase of two (2) 41 passenger type 'D' EHAB school buses, for the Kingsport City Schools; and

WHEREAS, the city accepted Option for Uprated Axles, for an additional amount of $1,500.00 each unit to be added to the total; and

WHEREAS, the city will accept the trade-in allowance of $700.00 for each Unit #1437 and Unit #1438; and

WHEREAS, upon review of the bids, the board finds Mid-South Bus Center, Inc. is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to purchase two (2) Thomas Saf-T-Liner EFX1118S 41 passenger type 'D' EHAB school buses, with Uprated Axle required specifications the bus from Mid-South Bus Center, Inc., at a purchase cost of $119,079.00 per unit, which includes the uprated axle for an additional $1,500.00 per unit and trade-in of $700.00 for units #1437 and #1438; and,

WHEREAS, funding is identified in account #511-5008-501.90-10 for Fleet Replacements.

Now therefore,

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

SECTION I. That the bid for the purchase of two (2) Thomas Saf-T-Liner EFX1118S 41 passenger type 'D' EHAB school buses, with Uprated Axle at a total Unit cost of $119,079.00, with Uprated Axle of $1,500.00 per unit, and trade-in of $700.00 for Unit #1437 and Unit#1438, for a total purchase cost of $239,758.00 for two (2) units is awarded to Mid-South Bus Center, Inc., 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 17th day of December, 2019.

_____
PATRICK W. SHULL, MAYOR

ATTEST:

_____
SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

_____
J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES
BID OPENING
November 20, 2019
4:00 P.M.

Present: Brent Morelock, Procurement Manager; and Michelle Ramey, Assistant Procurement Manager, Schools

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

The Procurement Manager opened with the following bids:

SPECIAL EDUCATION TYPE "D" DIESEL POWERED SCHOOL BUSES						
Vendor:	Unit Price:	Trade-In #1437:	Trade-In #1438:	Make/Model:	Delivery Time:	Comments:
Central States Bus Sales	$121,906.00	$850.00	$850.00	Blue Bird	150 Days	Includes Disclaimer. Additional Information Included.
Mid-South Bus Center	$119,079.00	$700.00	$700.00	Thomas Saf-T-Liner EFX Model 1118S	180 Days	Additional Information Included.

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

FLEET MAINTENANCE DEPARTMENT
City of Kingsport, Tennessee

To: Michelle Ramey, Assistant Procurement Manager

From: Steve Hightower, Fleet Manager

Tommy Starnes, Schools Transportation Director

Date: December 6, 2019

Re: EHAB School Bus Purchase Recommendation

This will confirm our review and recommendation to purchase the low compliant bid of the "Thomas Saf-T-Liner EFX 1118S" 41 passenger bus ($119,079 each) plus the uprated axle ($1,500 each) from the following vendor and to accept the trade in offerings. With acceptance of the trade offering, each unit will cost $119,879 for a total purchase of $239,758.

Item	Quantity	Description	Award to Vendor	Fuel Economy
1	2	41 Passenger School Bus	Mid-South Bus Center	7 City/ 9 Hwy

Low Compliant Bidder

The bid offering of Mid-South Bus Center is compliant to all the minimum specification requirements outlined in the bid document for this Schools Transportation Departments purchase. However, the bidder did not include the correct GVW rear axle in their coversheet pricing but did include the correct GVW axle as a $1,500 option within the specifications. This uprated axle option has to be included for the units to be compliant to the minimum specifications. With this inclusion, the Mid-South offering is still the low bidder.

The bid offerings were reviewed with the Schools Transportation Director, Tommy Starnes, who is in agreement with this recommendation. Mr. Starnes's email confirming agreement is attached.

Fuel Economy Improvement 0%

No fuel economy improvements noted because this unit is an addition to the fleet.

Trade In

1. Trade in(s):
   a. Recommendation: Accept Trade Offering

The Mid-South Bus Sales offering of $750 per unit is the expected minimum trade value of market potential for the present age and mileage of the busses.

b. City #1437 – 2000 Bluebird – 119,074 mileage – 19 years

c. City #1438 – 2000 Bluebird – 235,016 mileage – 19 years

Origin/ Dealer Information

2. New Unit(s) Origin of Manufacture:
    a. Bus – High Point, North Carolina
        i. 70 % Domestic/ 22 % Foreign Materials
3. New Unit(s) Purchase Dealer:
    a. Bus – Mid South Bus Center – Murfreesboro, 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: Albert Starnes [mailto:tstarnes@k12k.com]
Sent: Friday, December 06, 2019 10:36 AM
To: Hightower, Steve <SteveHightower@KingsportTN.gov>
Subject: Bus Specs

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

I have looked over and approve the Mid-South Bid for the two Special Needs buses we are replacing this year.
12/6/2019

Thanks.

Tommy Starnes
Kingsport City Schools
Transportation Supervisor
423-392-4416
tstarnes@k12k.com

Disclaimer For Kingsport City Schools: "The information transmitted is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. Any review, re-transmission, dissemination or other use of, or taking of any action in reliance upon this information by persons or entities other than the intended recipient is prohibited. If you received this message in error, please contact the sender and delete the material from all computers."

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Approve Conveyance of Easement, Authorize the Mayor to Execute Same, and Any Other Documents Necessary

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

Action Form No.:	AF-288-2019	Final Adoption:	December 17, 2019
Work Session:	December 16, 2019	Staff Work By:	R. Trent
First Reading:	N/A	Presentation By:	M. Billingsley

Recommendation:
Approve the Resolution.

Executive Summary:
The city has been approached by the current owner of 2301 Netherland Inn Road to create an ingress/egress easement along with a parking lot easement for the property located adjacent to his. A sale is pending on his property and approval of this easement would provide definitive public street access where none exists. The ingress/egress easement follows the old paved service road and has been utilized by the current owner for many years. If approved, this easement will be non-exclusive and for residential purposes only for 2301 Netherland Inn Road.

Attachments:
1. Resolution
2. Location Maps

Funding source appropriate and funds are available: JM

	Y	N	O
Adler			
Cooper			
Duncan			
George			
Olterman			
Phillips			
Shull			

RESOLUTION NO. _____

A RESOLUTION APPROVING AN INGRESS EGRESS EASEMENT WHICH INCLUDES A PARKING LOT EASEMENT FOR PROPERTY LOCATED AT 2301 NETHERLAND INN ROAD AND AUTHORIZING THE MAYOR TO EXECUTE THE EASEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE EASEMENT

WHEREAS, the city owns parking lot adjacent to the property located at 2301 Netherland Inn Road; and

WHEREAS, the current owner has been using this the paved service road for years as the ingress/egress to his property; and

WHEREAS, currently, there is a sale pending on the property and the current owner has requested the city provide an ingress/egress easement and parking lot easement to the property, which will provide definitive street access to the property; and

WHEREAS, the easement will follow the old paved service road.

Now therefore,

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

SECTION I. That a conveyance of an ingress/egress easement which follows the old paved service road and parking lot easement for property located at 2301 Netherland Inn Road is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an ingress/egress and parking lot easement for property located at 2301 Netherland Inn Road and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the easement or this resolution, said easement being as follows:

THIS INSTRUMENT PREPARED BY:

Office of the City Attorney
City of Kingsport, Tennessee 37660

THIS DEED OF EASEMENT, made this _____ day of _____, 2019, between the CITY OF KINGSPORT, TENNESSEE, a municipal corporation of the State of Tennessee, Grantor, and JOHN SCOTT, Grantee.

That for and in consideration of the sum of ONE DOLLARS AND 00/100th's ($1.00) cash in hand paid, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, the Grantor has this day convey unto the Grantee, its successors and assigns, a non-exclusive parking easement and a non-exclusive right-of-way easement for ingress and egress to and from Netherland Inn Road for residential purposes only for the single family residence with the address of 2301 Netherland Inn Road, across and under the following described property in the 12th Civil District of Sullivan County, Tennessee. And being more particularly described and bounded as follows, to wit:

Tract 1

The right-of-way easement shall be the eight (8) foot paved portion of the service road from Netherland Inn Road to the parking area described in tract 2.

Tract 2

Beginning at a point, said point being the southwestern corner of tax map 045J, group B, parcel 002.20; thence in a southeasterly direction following the right-of-way of Netherland Inn Road S72°11'57"E for a distance of 72.96'; thence in a southerly direction S10°38'48"W for a distance of 92.22'; thence in a westerly direction N80°49'23"W for a distance of 72.51'; thence in a northerly direction N10°42'00"E for a distance of 103.17' to the point of beginning and being all of tax map 045J, group B, parcel 2.20.

And being part of the same property conveyed to Grantor by Plat of Record in the Registers Office for Sullivan County at Blountville, Tennessee, in Plat Book 2 at page 237A, to all of which reference is hereby expressly made.

MAP AND PARCEL NO.: 045J; B-002.20

The parking easement and right-of-way easement are for residential purposes only for the single family residence located at 2301 Netherland Inn Road, Kingsport, Tennessee. Grantor shall not be required to maintain or keep the easement in repair.

These easements are subject to such limitations, restrictions and encumbrances that may be contained in former deeds or other instruments of record.

WITNESS the signatures of the Grantor, on this the day and year first above written herein.

[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 easement set out herein that do not substantially alter the material provisions of the easement, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

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

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

ADOPTED this the 17th day of December, 2019.

_____

PATRICK W. SHULL, MAYOR

ATTEST:

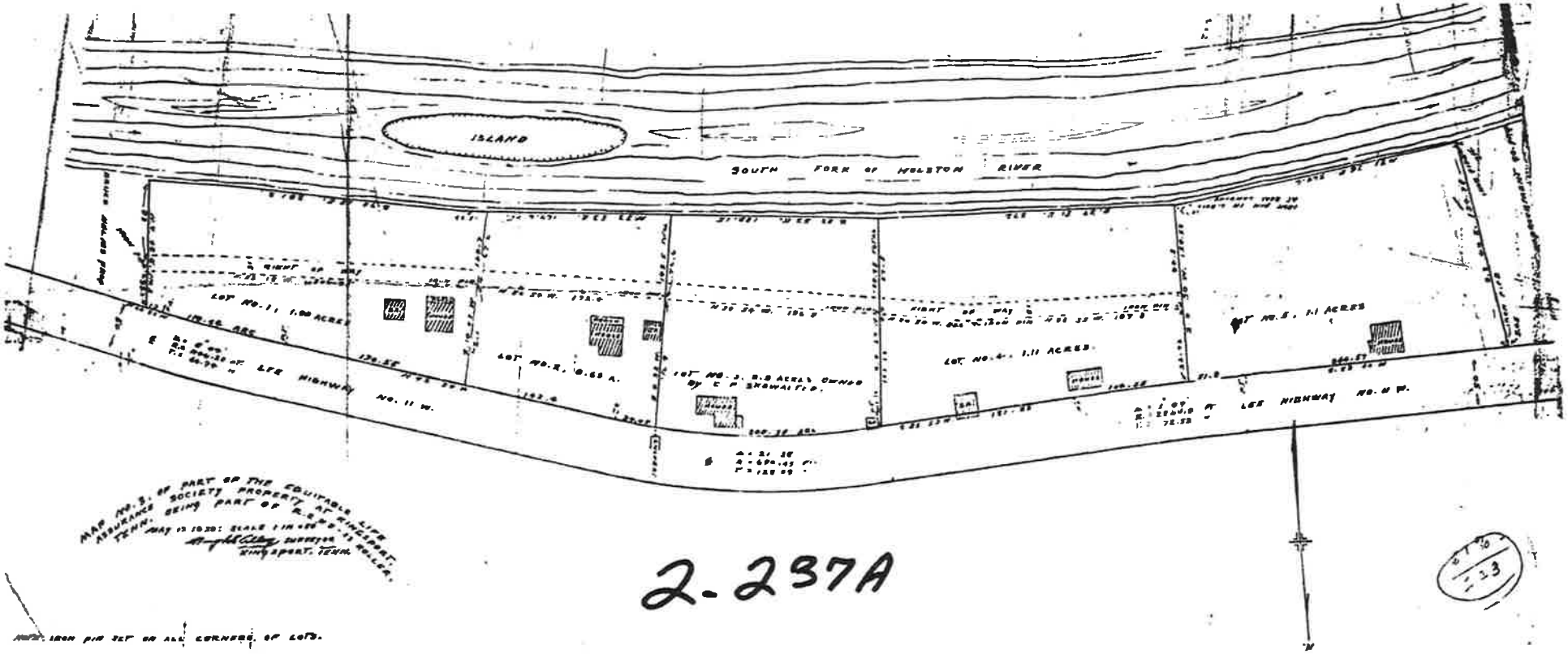
_____

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

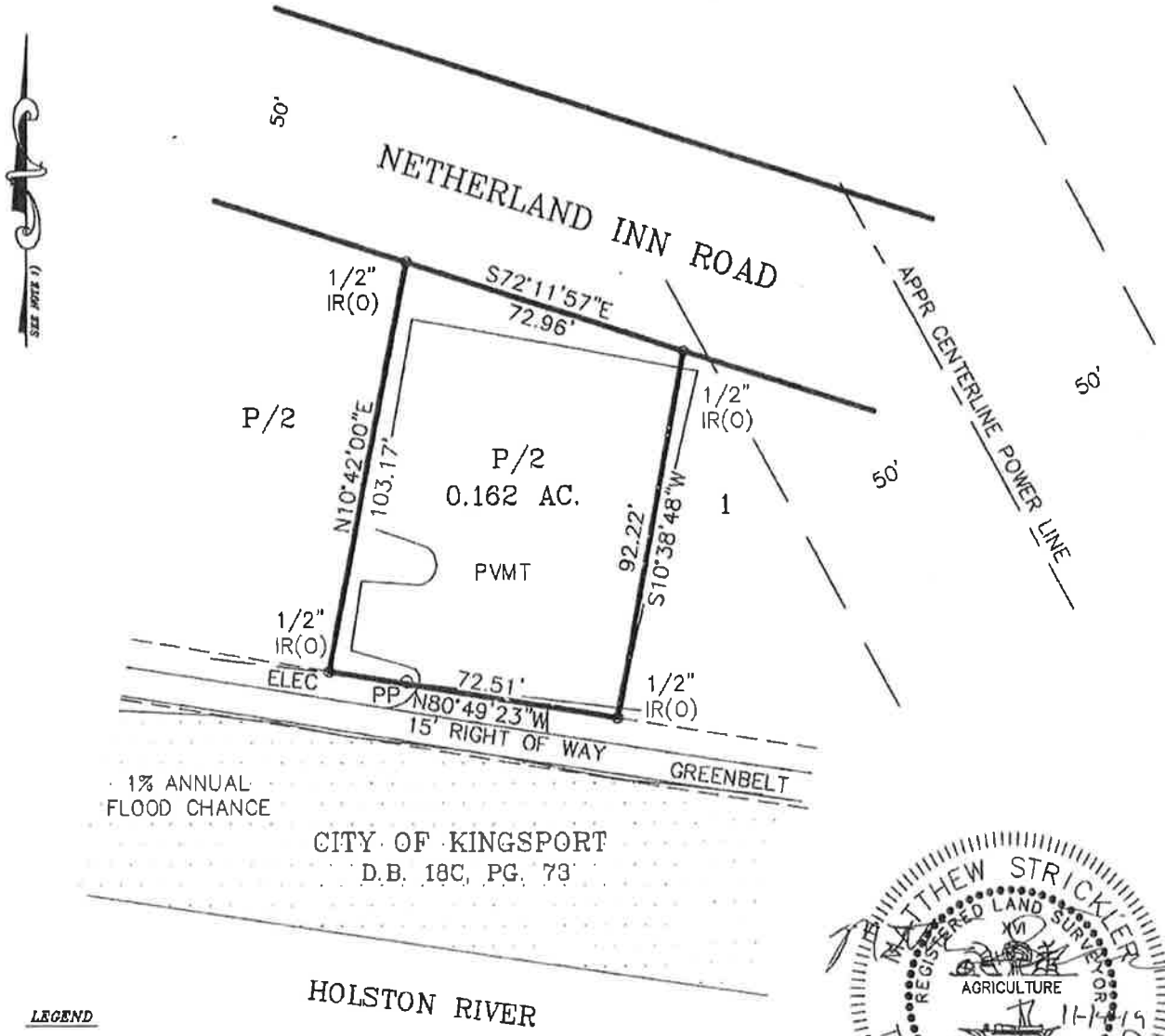
_____

J. MICHAEL BILLINGSLEY, CITY ATTORNEY


ISLAND
SOUTH FORK OF HOLSTON RIVER
LOT NO. 1, 1.00 ACRES
LOT NO. 2, 0.65 A.
LOT NO. 3, 0.8 ACRES OWNED BY C. P. SHOWALTER.
LOT NO. 4, 1.11 ACRES.
LOT NO. 5, 1.1 ACRES
LEE HIGHWAY NO. 11 W.
LEE HIGHWAY NO. 11 W.
MAP NO. 3, OF PART OF THE EQUITABLE LIFE ASSURANCE SOCIETY PROPERTY, AT KINGSPORT, TENN. BEING PART OF R. S. PHILLIPS.
MAY 13 1930. SCALE 1 IN = 50 FT.
SURVEYOR, KINGSPORT, TENN.
IRON PIN SET ON ALL CORNERS OF LOTS.

2-237A

© COPYRIGHT ALLEY & ASSOCIATES, INC. 2019
THIS MAP CAN NOT BE USED FOR ANY OTHER PURPOSE THAN IS INTENDED ON THIS DATE



MATTHEW STRICKLER
REGISTERED LAND SURVEYOR
AGRICULTURE
COMMERCE
TENNESSEE NO. 2950
11-14-19

LEGEND

IR(O)	*IRON ROD, OLD*
PP	*POWER POLE*
AC	*ACRES*
ELEC	*ELECTRIC*
PVMT	*PAVEMENT*

NOTES:

1) NORTH BASED ON S10°42'W PER REFERENCED PLAT.
2) PROPERTY IS ZONED PVD (PLANNED VILLAGE DISTRICT) SETBACKS TO CONFORM TO CURRENT ZONING DESIGNATION.
3) THIS IS TO CERTIFY THAT I HAVE CERTIFY THAT I HAVE CONSULTED THE FEDERAL FLOOD INSURANCE ADMINISTRATION BOUNDARY MAP 47163C0040D EFFECTIVE DATE SEPTEMBER 29, 2006 AND FOUND THAT THE ABOVE PROPERTY IS LOCATED IN A SPECIAL FLOOD HAZARD AREA AS SHOWN.
4) I HEREBY CERTIFY THAT THIS IS A CATEGORY I SURVEY AND THE RATIO OF PRECISION IS BETTER THAN 1:10,000.
5) THIS SURVEY WAS DONE IN COMPLIANCE WITH CURRENT TENNESSEE MINIMUM STANDARDS OF PRACTICE.
6) DEED REFERENCE: D.B. 18C, PG. 73

ALLEY & ASSOCIATES, INC.
243 E Market Street
Kingsport, Tennessee 37660
E-mail:mstrickler@alleyassociates.com

MAP OF: PART OF LOT 2, MAP NO. 3, OF PART OF EQUITABLE LIFE ASSURANCE SOCIETY PROPERTY

OWNER: CITY OF KINGSPORT

CIVIL DISTRICT: 12TH COUNTY: SULLIVAN

STATE: TENNESSEE

SCALE: 1 INCH = 40' DATE: NOVEMBER 14, 2019

REFERENCE: PLAT BOOK 2, PAGE 237A

19-11635 FB/PG: N/A

FOR: OWNER

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Awarding the Bid for the Purchase of Three (3) Extended Cab with Utility Body

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

Action Form No.: AF-289-2019
Work Session: December 16, 2019
First Reading: N/A

Final Adoption: December 17, 2019
Staff Work By: Committee
Presentation By: R. McReynolds, S. Hightower

Recommendation:
Approve the Resolution.

Executive Summary:
Bids were opened on November 27, 2019 for the purchase of Three (3) Extended Cab with Utility Body for use by the Water & Waste Water Maintenance Departments. The advertisement for the Invitation to Bid was published in the Kingsport Times News on November 10, 2019 and placed on our website for 17 calendar days. It is the recommendation of the committee to accept the low, responsible compliant bid with trade-in offers from World Wide Ford Sales for Three (3) 2020 Ford F550 as follows:

	$53,257.00	Unit Cost
	$975.00	Option A
	$475.00	Option B
	$12,550.00	Trade in Allowance Equipment # 1994
Less	$12,750.00	Trade in Allowance Equipment # 2065
	$136,396.00	Total Purchase Price

This unit is a fleet replacement.

Funding is identified in Project/Account # 51150085019010 & SW2003 45200006069006.

Attachments:
1. Resolution
2. Bid Opening Minutes
3. Vendor List
4. Recommendation Memo w/ photo

Funding source appropriate and funds are available: JM

	Y	N	O
Adler			
Cooper			
Duncan			
George			
Olterman			
Phillips			
Shull			

RESOLUTION NO. _____

A RESOLUTION AWARDING THE BID FOR THE PURCHASE OF THREE EXTENDED CAB WITH UTILITY BODY TO WORLD WIDE FORD SALES AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

WHEREAS, bids were opened November 27, 2019, for the purchase of three (3) extended cab with utility body trucks, for use by the water and waste water maintenance departments; and

WHEREAS, the city will receive $12,550.00 for a trade-in allowance for vehicle #1994 and a trade-in allowance of $12,750.00 for vehicle #2065; and

WHEREAS, upon review of the bids, the board finds World Wide Ford Sales 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 three (3) 2020 Ford F550 extended cab with utility body trucks with options A and B, from World Wide Ford Sales, at a total purchase cost of $136,396.00 which includes the deduction of the $25,300.00 trade-in allowance; and

WHEREAS, funding is identified in account #51150085019010 and SW2003 45200006069006.

Now therefore,

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

SECTION I. That the bid for the purchase of three (3) 2020 Ford F550 extended cab with utility body trucks with options A and B at a total purchase cost of $136,396.00 which includes the deduction of the $25,300.00 trade-in allowance, is awarded to World Wide Ford Sales, 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 17th day of December, 2019.

_____
PATRICK W. SHULL, MAYOR

ATTEST:

_____
SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

_____
J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES
BID OPENING
November 27, 2019
4:00 P.M.

Present: Nikisha Eichmann, Assistant Procurement Manager; and Michelle Gillenwater, Administrative Assistant, Procurement Department

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

The Assistant Procurement Manager opened with the following bids:

EXTENDED CAB WITH UTILITY BODY									
Vendor:	Qty.:	Unit Cost:	Option A:	Option B:	Trade-In #1994	Trade-In #2065	Delivery Time:	Make/Model:	Comments
Auto World of Big Stone Gap	3	$51,877.77	$1,000.00	$500.00	$ 500.00	$ 500.00	230 Days	2020 5500 Crew Cab Chassis 4X2	N/A
Ted Russell Ford	3	$51,750.00	$1,500.00	$500.00	$ 2,500.00	$ 2,500.00	120 Days	Ford F550 Super Cab 168"	White Out Used
Worldwide Ford Sales	3	$53,257.00	$ 975.00	$475.00	$12,550.00	$12,750.00	200 Days	2020 Ford F550	N/A

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

Vehicle Vendors

Members:

Brian Clark	brian@autoworldbsg.com
Carl Archer	carlarcher@billgatton.com
Carolina Industrial Equipment	rob@ciequipment.com
cbaton@cdjrcolumbia.com	cbaton@cdjrcolumbia.com
CMI Equip	cmiequip@bellsouth.net
Courtesy Chevrolet	chite@courtesykingsport.com
Cox Tractor	jcox1956@yahoo.com
Crabtree Buick GMC	crabtreebgmc@gmail.com
Empire Ford	kp_porter@hotmail.com
Empire Ford II	jason.empireford@gmail.com
Fairway Ford	alandrinnon@fairwaykingsport.com
Finley	dmeador@heavymachinesinc.com
Freedom Ford/Chevrolet	drewjohnson32@yahoo.com
Freeland Auto	herb.odom@freelandauto.com
Golden Circle Ford	wpickard@goldencircle.com
Goodpasture Motor Co	sales@goodpasturemotor.com
GSP Marketing	dave@g-sproducts.com
Jim Rogers	jrogers@thepetestore.com
Lance Cunningham Ford	ctuckerold@lcford.com
Lonnie Cobb Ford	lcag.fleet@gmail.com
MHC Kenworth	chris.jessee@mhc.com
Mid State Equipment	robert@mtjoyrv.com
Municipal Equipment	mequip@iglou.com
Neighborhood Ford	toddlove12@gmail.com
Public Works Equipment	cory@pweasi.com
Richmond Machinery	richmondmachinery@msn.com
Rodders & Jets	roddersandjetsco@aol.com
Stowers	dhigdon@stowerscat.com
Stringfellow	craig@stringfellow.bz
todd.love@thetruckpeople.com	todd.love@thetruckpeople.com
Tri Cities Dodge	nick.jennings@tricitiesdodge.com
Triad Freightliner	bjanutolo@triadfreightlinertn.com
West Hills Tractor	tina.eldridge@westhillstractor.com
Worldwide Equipment	scott.pekar@thetruckpeople.com

FLEET MAINTENANCE DIVISION
City of Kingsport, Tennessee

To: Nikisha Eichmann, Assistant Procurement Manager

From: Jason Starnes, Water Construction Foreman

Steve Hightower, Fleet Manager

Date: December 6, 2019

Re: Cab Chassis w/Utility Bed /Dual Rear Purchase Recommendation

This will confirm our review and recommendation to purchase the compliant bid of the following vendor for use by the Water and Wastewater Departments and accept the trade in offerings for #1994 and #2065. We would also like to add Option A; Ladder Rack on one unit and Option B: Pipe Rack on two units.

Item	Quantity	Description	Award to Vendor	Fuel Economy
1	3	2020 Ford F550 Ext Cab 4x2	World Wide Ford	8 City/ 12 Hwy

Low Compliant Bidder

The bidder was the compliant in all major aspects of the minimum specification requirements for the Cab Chassis w/Utility Bed Dual Rear units specified.

Two of these units will be Fleet Replacements for the Water Maintenance Department

One unit is an addition to the fleet in the Wastewater Department

Delivery and Compliance

Delivery and Compliance to Specifications expectations have been added to insure prompt delivery of any vehicle or piece of equipment purchased by the City of Kingsport. Failure of the awarded vendor to deliver on time or correct pre acceptance inspection deficiencies within the allotted time results in a monetary penalty assessed on a daily basis. This process will insure the departments receive their replacement units in a timely manner. Specified time allotted for delivery is 200 Days with 15 days to correct inspection deficiencies and a $50 dollar a day penalty assessed.

The bid offerings were reviewed with the Water Construction Foreman, Jason Starnes, who is agreement with this recommendation. Confirming email of agreement is attached.

Fuel Economy Improvement 00%

No fuel economy improvements would be realized since the replacement units are similar to the current units being operated and replaced.

Trade In(s)

1. Trade in(s):
   a. 1994 - 2012 FORD F450 4X2 XL – Age: 7 Years – 118,208 Mileage – 6.80 MPG
   b. Trade Offering: $12,550
2. Trade in(s):
   a. 2065 - 2012 FORD F450 DRW UTILITY BED TRUCK– Age: 7 Years – 96,316 Mileage – 5.74 MPG
   b. Trade Offering: $12,750

Origin/ Dealer Information

3. New Unit(s) Origin of Chassis Manufacture:
   a. Vehicle – Dearborn, Michigan
      i. 90% USA / 10% Import
4. New Unit(s) Purchase Dealer:
   a. Vehicle – World Wide Ford – Marion, VA.
5. New Unit(s) Origin of Body Manufacture: Not Specified
6. New Unit(s) Body Dealer: Not Specified

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: Starnes, Jason
Sent: Friday, December 06, 2019 3:55 PM
To: Hightower, Steve <SteveHightower@KingsportTN.gov>
Subject: Heavy Duty Truck Bid Acceptance

Good afternoon,

After reviewing the bid documentation, this Department is in agreement with the bid being awarded to Worldwide Ford for the purchase of (3) F-550 trucks, (2) with Option B, and (1) with Option A. Thank you for your time and assistance,

Jason R. Starnes
Water Construction Foreman
City of Kingsport, TN
O: (423) 229-9322
C: (423) 534-9081
jasonstarnes@KingsportTN.gov

KINGSPORT
TENNESSEE

225 W. Center Street
Kingsport, TN 37660
www.kingsporttn.gov

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Enter into an Agreement with Club Assistant for Online Swim Meet Registration for Masters Viperfish Swim Team

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

Action Form No.: AF- 286-2019
Work Session: December 16, 2019
First Reading: December 17, 2019

Final Adoption: December 17, 2019
Staff Work By: Kari Matheney
Presentation By: Chris McCartt

Recommendation:
Approve the Resolution.

Executive Summary:
In 2014, the City of Kingsport started its U.S. Masters Swimming program at the Kingsport Aquatic Center (KAC). This is a swimming club for adult swimmers age 18 years and older. This team has grown in participants over the past 5 ½ years, and we are now pursuing hosting our own swim meet at the KAC.

In order for us to host a meet at the facility, we must provide participants the ability to register online for various events. In order to process the registrations efficiently, and to check USMS registration status, we would like to enter into an agreement with Club Assistant for online meet entry and registration. This service would allow for automatic checking of swimmer eligibility, event entry in proper format for running the meet, and online payment in one convenient location.

We anticipate 50 to 75 swimmers participating in the meet, with officiating, meet administrating, and timing to be done by volunteers and staff. With the fees collected from the swim meet less any charges, the City would more than cover the cost, as well as bring in additional revenue to offset any additional expenses.

Additionally, several team mates have participated in swim meets in other locations, most recently Nashville, requiring overnight stays. We anticipate an afternoon/evening meet ending by 7pm, which would persuade participants to choose to stay in local hotels. This will further any indirect revenue from being able to host this event in Kingsport.

Having a familiar, convenient process for registration, will encourage swimmers to sign up to attend our meet. Club Assistant provides that process. We recommend approving a resolution to enter into an agreement with Club Assistant for online meet and event registration.

Attachments:
1. Resolution
2. Club Assistant Service Agreement

	Y	N	O
Adler			
Cooper			
Duncan			
George			
Olterman			
Phillips			
Shull			

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT WITH CLUB ASSISTANT FOR ONLINE SWIM MEET REGISTRATION FOR MASTERS VIPERFISH SWIM TEAM AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, in 2014, the city started the U.S. Masters Swimming program at the aquatic center for adult swimmers age 18 and older; and

WHEREAS, the city would like to host a swim meet at the Kingsport Aquatic Center, and to do that they must provide participants the ability to register online for various events; and

WHEREAS, the city would like to enter into an agreement with Club Assistant which will allow the city to process the registrations efficiently, and to check USMS registration status, allow for automatic checking of swimmer eligibility, event entry in proper format for running the meet, and online payment; and

WHEREAS, the service fee structure as set out below is based on the number of participants per event and there is no upfront cost to the city.

Now therefore,

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

SECTION I. That an agreement with Club Assistant for online swim meet registration is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the agreement with Club Assistant for online swim meet registration 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:

Club Assistant
Online Club and Team Management
Online Masters Meet & Event Registration Service Agreement October 15, 2019

Club Assistant agrees to provide Online Meet & Event Registration Services to Kingsport Aquatic Center for the following:

- all pool meets
- all open water events

Club Assistant agrees to provide the following services with the following service fees for a period of no less than 2 years from the date of this Agreement:

1. Customer service to Meet Directors, Meet Administrators, and Meet Operations Committee during standard business hours, and, as needed, during non-standard business hours.
2. User access to the Club Assistant account with username and password.
3. Setup of each meet with specific information and parameters (i.e. detailed meet information, date to open and close online registration, per event limits, event fees, etc).
4. Tutoring of Meet Directors on the above setup (for those who wish to perform setup themselves).

5. Assignment of a unique URL for each meet where the public may view all meet information and where swimmers may register for the meet.
6. USMS ID number validation within the Club Assistant online meet registration, validated against the live USMS database.
7. USMS "Join/Renew" link within the Club Assistant online meet registration.
8. Eligibility categories and controls for USMS, USMS One-Event Membership, FINA, YMCA, Masters Swimming Canada, USA Swimming.
9. Online selection of individual races and entry of individual race times. Swimmers' previous times available for quick-fill if past meet results uploaded to SwimPhone.com.
10. Online entry path for relay-only swimmers. Specific fee or free entry may be assigned.
11. Online entry path for relay teams. Relay team building may be performed by an assigned coach or relay captain for each club. The assigned coach or relay captain must be registered with USMS under the same club.
12. Online deck entry (meet-day registrations). Higher deck entry fees may be assigned.
13. Current USMS Liability Waiver and Release with e-signature.
14. Online credit card payment of entry fees. Fee collection via the "ClubAssistant.com Events" merchant account.
15. Online receipt and emailed receipt.
16. Reports in Excel, PDF, HTML, CSV, and any other format or version required: meet entries, team rosters, address lists, email lists, merchandise sold (i.e. meet t-shirts), accounting, SD3 / SDIF, exception reports.
17. Tutoring of Meet Directors on entry of data from paper registrations (surface-mail registrations) and deck entries (meet-day registrations) with payments by any method including credit card, check, cash, or "Comp".
a. There is no fee for Meet Director entered data, except in the case of credit card payments, which follow the same fee structure as public online registrations.
18. SwimPhone.com services including online check-in, online psych sheets, heat sheets, timeline, club scores, individual points, results with splits and graphs, announcer tools, press/reporter tools, and more. Tutoring of Meet Administrator on SwimPhone software.
19. Club Assistant Email Module for emailing past meet attendees, upcoming meet attendees, or other sub-groups of the account database with personal greeting to each addressee, and robust html email features.
20. Service fee structure for a meet with fewer than 60 total online registrations paying by credit card is 5% of total credit card charges and $100 flat fee. Service fee structure for a meet with 60 or more online registrations paying by credit card is 5% of total credit card charges and $1.50 per online registration. Service fees may be collected in a number of methods, chosen by the Meet Director or Meet Administrator. See example below:

Example Meet: Swim Meet Surcharge + Per Event Fee

Meet Director / Host sets online meet fees at
$20.00 Swim Meet Surcharge + $1.00 per event Swimmer Enters 5 Events

Swim Meet Surcharge	$20.00
Per Event Fee $1.00 x 5 Events	$5.00
Sub-total 1	$25.00
Club Assistant deducts 5%	-$1.25
Sub-total 2	$23.75
Club Assistant deducts $1.50	-$1.50
Final Disbursement to Meet Director	$22.25

21. Online registration accepting Visa, MasterCard and Discover payments from registrants. American Express may be added for an additional 1%.
22. Disbursement(s):
a. Meet Director may choose ACH/direct deposit or mailed check. ACH/direct deposit is recommended for meets transacting over $10,000. For setup of ACH/direct deposit, Meet Director should provide to Club Assistant the following:
i. Bank Routing Number
ii. Bank Account Number
iii. Account type (checking?)
iv. Account holder name / business name on checks
v. Account holder address / business name on checks
vi. Email address of person to receive ACH confirmation

b. Service fees are deducted prior to calculation of disbursement(s).
c. A single disbursement for 100% of monies owed to Meet Director will be initiated two (2) days after the last date of the meet.
d. Club Assistant processes a single ACH/direct deposit with a 3-day turnaround time (funds expected to clear about one week post-meet) or mails a disbursement check (check delivery expected one week post-meet).
23. Credit Card Transaction Inquiries and Chargebacks:
a. A credit card transaction inquiry is a phone call to Club Assistant, an email to Club Assistant, or a Club Assistant website request for more information from a credit cardholder who does not recognize the transaction on their credit card statement.
b. A chargeback is a claim filed by a credit cardholder who does not recognize the transaction on their credit card statement, or does not agree that services were delivered for that transaction.
c. On behalf of Meet Directors, Club Assistant responds to all credit card transaction inquiries and files a dispute to every chargeback with evidence of a legitimate and intentional transaction.
d. A chargeback on the ClubAssistant.com Events merchant account assesses a $30 processing fee to Club Assistant whether Club Assistant wins or loses the chargeback dispute. This $30 processing fee will be billed to the Meet Director and shall be paid by the Meet Director either by deduction from unpaid disbursements, or by credit card payment to Club Assistant for the invoiced amount.
e. A chargeback dispute that is lost results in original transaction dollars being revoked from the Club Assistant bank account. In the rare case of a lost chargeback dispute, Club Assistant will bill the Meet Director for revoked dollars, which shall be paid to Club Assistant either by deduction from unpaid disbursements, or by credit card payment to Club Assistant for invoiced amount.
f. In efforts to avoid chargebacks, it is recommended that all publications regarding the meet include large, clear notes such as: "Your credit card will be charged by 'ClubAssistant.com Events' for this swim meet."

Kingsport Aquatic Center Agrees to the Following:

1. To include in all publications regarding the meet the large, clear note: "Your credit card will be charged by 'ClubAssistant.com Events' for this swim meet."
2. To process a complete Club Assistant Test Mode meet entry with detailed proofreading prior to approving the online meet entry to open to the public.
3. To allow placement of a Club Assistant and SwimPhone logo in the meet packet/program at all meets and events.
4. To instruct Meet Admins (HyTek operators) to upload meet results to SwimPhone.com in order to populate the Club Assistant meet results database for future meet entry times quick-fill.
5. To assign a designated Meet Director or Meet Administrator for each meet who will interact with Club Assistant staff on the setup of online registration.
6. The Meet Director provides Club Assistant staff with detailed meet information necessary for setup of online registration. Alternatively, the Meet Director performs meet registration setup him/herself in the Club Assistant account.
7. The Meet Director publishes the online registration URL in newsletters and on websites that will encourage swimmers to register online. Publication of the URL is completed with ample advance notice of the meet registration deadline.
8. The Meet Director or Meet Administrator performs test exports of the Club Assistant SD3 file and imports into Meet Management software at least once during the week prior to the first meet date. The Meet Director consults with Club Assistant staff on any problems or questions so that all are resolved in time for the meet.
9. Meet Directors and Meet Administrators are aware that special requests, such as modification to the Club Assistant Online Meet Registration software, may require additional programming, and thus may incur additional fees.

This Online Meet Registration Service Agreement is respectfully submitted to
Kingsport Aquatic Center on October 15, 2019 by
Club Assistant, LLC
3773 Price Ridge Ct, Las Vegas, NV 89147 702-529-1902 x106
Meets@ClubAssistant.com
[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 17th day of December, 2019.

_____
PATRICK W. SHULL, MAYOR

ATTEST:

_____
SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

_____
J. MICHAEL BILLINGSLEY, CITY ATTORNEY

ONLINE MEET & EVENT REGISTRATION

Powered by

Club Assistant
Online Club and Team Management

Online Masters Meet & Event Registration Service Agreement
December 10, 2019

Club Assistant agrees to provide Online Meet & Event Registration Services to the City of Kingsport for the Kingsport Aquatic Center for the following:

- all pool meets
- all open water events

Club Assistant agrees to provide the following services with the following service fees for a period of no less than 2 years from the date of this Agreement:

1. Customer service to Meet Directors, Meet Administrators, and Meet Operations Committee during standard business hours, and, as needed, during non-standard business hours.
2. User access to the Club Assistant account with username and password.
3. Setup of each meet with specific information and parameters (i.e. detailed meet information, date to open and close online registration, per event limits, event fees, etc).
4. Tutoring of Meet Directors on the above setup (for those who wish to perform setup themselves).
5. Assignment of a unique URL for each meet where the public may view all meet information and where swimmers may register for the meet.
6. USMS ID number validation within the Club Assistant online meet registration, validated against the live USMS database.
7. USMS "Join/Renew" link within the Club Assistant online meet registration.
8. Eligibility categories and controls for USMS, USMS One-Event Membership, FINA, YMCA, Masters Swimming Canada, USA Swimming.
9. Online selection of individual races and entry of individual race times. Swimmers' previous times available for quick-fill if past meet results uploaded to SwimPhone.com.
10. Online entry path for relay-only swimmers. Specific fee or free entry may be assigned.
11. Online entry path for relay teams. Relay team building may be performed by an assigned coach or relay captain for each club. The assigned coach or relay captain must be registered with USMS under the same club.
12. Online deck entry (meet-day registrations). Higher deck entry fees may be assigned.
13. Current USMS Liability Waiver and Release with e-signature.
14. Online credit card payment of entry fees. Fee collection via the "ClubAssistant.com Events" merchant account.
15. Online receipt and emailed receipt.

16. Reports in Excel, PDF, HTML, CSV, and any other format or version required: meet entries, team rosters, address lists, email lists, merchandise sold (i.e. meet t-shirts), accounting, SD3 / SDIF, exception reports.
17. Tutoring of Meet Directors on entry of data from paper registrations (surface-mail registrations) and deck entries (meet-day registrations) with payments by any method including credit card, check, cash, or "Comp".
    a. There is no fee for Meet Director entered data, except in the case of credit card payments, which follow the same fee structure as public online registrations.
18. SwimPhone.com services including online check-in, online psych sheets, heat sheets, timeline, club scores, individual points, results with splits and graphs, announcer tools, press/reporter tools, and more. Tutoring of Meet Administrator on SwimPhone software.
19. Club Assistant Email Module for emailing past meet attendees, upcoming meet attendees, or other sub-groups of the account database with personal greeting to each addressee, and robust html email features.
20. Service fee structure for a meet with fewer than 60 total online registrations paying by credit card is 5% of total credit card charges and $100 flat fee. Service fee structure for a meet with 60 or more online registrations paying by credit card is 5% of total credit card charges and $1.50 per online registration. Service fees may be collected in a number of methods, chosen by the Meet Director or Meet Administrator. See example below:

Example Meet: Swim Meet Surcharge + Per Event Fee

Meet Director / Host sets online meet fees at

$20.00 Swim Meet Surcharge + $1.00 per event

Swimmer Enters 5 Events

Swim Meet Surcharge	$20.00
Per Event Fee $1.00 x 5 Events	$5.00
Sub-total 1	$25.00
Club Assistant deducts 5%	-$1.25
Sub-total 2	$23.75
Club Assistant deducts $1.50	-$1.50
Final Disbursement to Meet Director	$22.25

21. Online registration accepting Visa, MasterCard and Discover payments from registrants. American Express may be added for an additional 1%.
22. Disbursement(s):
    a. Meet Director may choose ACH/direct deposit or mailed check. ACH/direct deposit is recommended for meets transacting over $10,000. For setup of ACH/direct deposit, Meet Director should provide to Club Assistant the following:
        i. Bank Routing Number
        ii. Bank Account Number
        iii. Account type (checking?)
        iv. Account holder name / business name on checks
        v. Account holder address / business name on checks
        vi. Email address of person to receive ACH confirmation

b. Service fees are deducted prior to calculation of disbursement(s).
c. A single disbursement for 100% of monies owed to Meet Director will be initiated two (2) days after the last date of the meet.
d. Club Assistant processes a single ACH/direct deposit with a 3-day turnaround time (funds expected to clear about one week post-meet) or mails a disbursement check (check delivery expected one week post-meet).

23. Credit Card Transaction Inquiries and Chargebacks:
    a. A credit card transaction inquiry is a phone call to Club Assistant, an email to Club Assistant, or a Club Assistant website request for more information from a credit cardholder who does not recognize the transaction on their credit card statement.
    b. A chargeback is a claim filed by a credit cardholder who does not recognize the transaction on their credit card statement, or does not agree that services were delivered for that transaction.
    c. On behalf of Meet Directors, Club Assistant responds to all credit card transaction inquiries and files a dispute to every chargeback with evidence of a legitimate and intentional transaction.
    d. A chargeback on the ClubAssistant.com Events merchant account assesses a $30 processing fee to Club Assistant whether Club Assistant wins or loses the chargeback dispute. This $30 processing fee will be billed to the Meet Director and shall be paid by the Meet Director either by deduction from unpaid disbursements, or by credit card payment to Club Assistant for the invoiced amount.
    e. A chargeback dispute that is lost results in original transaction dollars being revoked from the Club Assistant bank account. In the rare case of a lost chargeback dispute, Club Assistant will bill the Meet Director for revoked dollars, which shall be paid to Club Assistant either by deduction from unpaid disbursements, or by credit card payment to Club Assistant for invoiced amount.
    f. In efforts to avoid chargebacks, it is recommended that all publications regarding the meet include large, clear notes such as: "Your credit card will be charged by 'ClubAssistant.com Events' for this swim meet."

The City of Kingsport for the Kingsport Aquatic Center Agrees to the Following:

1. To include in all publications regarding the meet the large, clear note: "Your credit card will be charged by 'ClubAssistant.com Events' for this swim meet."
2. To process a complete Club Assistant Test Mode meet entry with detailed proofreading prior to approving the online meet entry to open to the public.
3. To allow placement of a Club Assistant and SwimPhone logo in the meet packet/program at all meets and events.
4. To instruct Meet Admins (HyTek operators) to upload meet results to SwimPhone.com in order to populate the Club Assistant meet results database for future meet entry times quick-fill.
5. To assign a designated Meet Director or Meet Administrator for each meet who will interact with Club Assistant staff on the setup of online registration.

6. The Meet Director provides Club Assistant staff with detailed meet information necessary for setup of online registration. Alternatively, the Meet Director performs meet registration setup him/herself in the Club Assistant account.
7. The Meet Director publishes the online registration URL in newsletters and on websites that will encourage swimmers to register online. Publication of the URL is completed with ample advance notice of the meet registration deadline.
8. The Meet Director or Meet Administrator performs test exports of the Club Assistant SD3 file and imports into Meet Management software at least once during the week prior to the first meet date. The Meet Director consults with Club Assistant staff on any problems or questions so that all are resolved in time for the meet.
9. Meet Directors and Meet Administrators are aware that special requests, such as modification to the Club Assistant Online Meet Registration software, may require additional programming, and thus may incur additional fees.

Signatures of authorized representatives agreeing to the terms of this Online Masters Meet & Event Registration Service Agreement:

Company/Organization Entering into Agreement	Name of Authorized Representative	Signature of Authorized Representative	Date of Signature
Club Assistant LLC	Karin Wegner	*Karin M. Wegner*	12/10/2019
City of Kingsport	1.		
City of Kingsport	2.		
City of Kingsport	3.		

This Online Meet Registration Service Agreement
is respectfully submitted to the City of Kingsport for the Kingsport Aquatic Center
on December 10, 2019 by

Club Assistant, LLC
3773 Price Ridge Ct, Las Vegas, NV 89147
702-529-1902 x106
Meets@ClubAssistant.com

Club Assistant
Online Club and Team Management

SwimPhone
Live Results • Heat Sheets • Online Entries

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Approve Issuance of Certificates of Compliance for Businesses to Sell Retail Alcoholic Beverages

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

Action Form No.: AF-277-2019
Work Session: December 16, 2019
First Reading: N/A

Final Adoption: December 17, 2019
Staff Work By: Angie Marshall
Presentation By: Sid Cox

Recommendation:
Approve the issuance of Certificates of Compliance to the following businesses to sell retail alcoholic beverages.

Store Name	Address	Applicant(s)
1. Allandale Package Store	4528 West Stone Drive	Bobbie Phillips
2. B&B Package Store	3636 Fort Henry Drive	Thomas & Robin K. Carter
3. Colonial Heights Package Store	4311 Fort Henry Drive	Kim Owens & John Owens, III
4. Discount Package Store	2716 John B. Dennis Highway	Matthew Wayne Glass
5. Greenacres Package Store	1229 North Eastman Road, Ste 225	Kenneth W. Glass
6. North Plaza Package Store	812 Lynn Garden Drive	Nancy L. East
7. Park Place Liquor & Wine Package Store	1309 S. John B. Dennis Highway	Parker & Sandra Hill & Parker Hill, II
8. Porter's Wine & Liquor	1304 East Stone Drive	Kenneth W. Glass
9. West Kingsport Package Store	2217 West Stone Drive	George Todd East

Executive Summary:
Listed above is a summary of the applications for nine package stores who have filed with the City Recorder for renewal of their Certificate of Compliance to sell retail beverages. Section 6-67 of the City Code states that to assure that all requirements are satisfied, no original or renewal Certificate of Compliance shall be issued for any location until:

1. An application has been filed with the City Recorder; and
2. The application complies with all restrictions as to location and number of retail licenses to be issued within the City; and
3. The application has been considered at a regular or called meeting of the Board and approved by a Majority vote.

These applications have met the requirements of Section 6-67 of the City Code. Police background checks have been conducted on each of the applicants with nothing found that would prevent any from their certificates.

Attachments:
None

	Y	N	O
Adler			
Cooper			
Duncan			
George			
Olterman			
Phillips			
Shull			