



## **AGENDA**

### **BOARD OF MAYOR AND ALDERMEN WORK SESSION**

**Monday, April 3, 2017, 4:30 p.m.  
City Hall, 225 W. Center St., Council Room, 2<sup>nd</sup> Floor**

#### **Board of Mayor and Aldermen**

Mayor John Clark, Presiding  
Vice Mayor Mike McIntire  
Alderman Darrell Duncan  
Alderman Colette George

Alderman Tommy Olterman  
Alderman Tom C. Parham  
Alderman Tom Segelhorst

#### **Leadership Team**

Jeff Fleming, City Manager  
Chris McCartt, Assistant City Manager for Administration  
Ryan McReynolds, Assistant City Manager for Operations  
J. Michael Billingsley, City Attorney  
Jim Demming, City Recorder/Chief Financial Officer  
David Quillin, Police Chief

Craig Dye, Fire Chief  
Lynn Tully, Development Services Director  
George DeCroes, Human Resources Director  
Heather Cook, Marketing and Public Relations Director

1. Call to Order
2. Roll Call
3. Library – Children’s Area Remodel Update – Helen Whittaker
4. Quarterly Financials and Projects Status – Jeff Fleming
5. Review of Items on April 4, 2017 Business Meeting Agenda
6. Adjourn

**Next Work Session, April 17, 2017:** Key Budget Messages and Review of Current 5-year CIP, Projects Status

***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.***

# Status Updates on Active Projects sorted by Cost

Estimated Cost	Project Owner	Project Manager	Project Name	Project #	Completion Date	CurrentStatus
\$13,733,749.69	Niki Ensor	Niki Ensor	Raw Water Intake Replacement (1.5 M EDA Grant)	WA1504	7/1/2017	Sidewalks are poured. Raw water tie-in complete. Top of vertical shaft will be poured next week.
\$7,500,000.00	Ryan McReynolds	Thompson, Michael	SR 347 (Rock Springs Road) [State & MTPO funded]	No City Funds	12/31/2020	Survey underway.
\$6,616,000.00	Chad Austin	Norman Eichmann	Reedy Creek Sewer Trunk Line	SW1400	2/1/2018	Change order for tunnel realignment approved by BMA on 2/21/17. Tunnel work continues on Lynn Garden Dr.
\$4,000,000.00	Chris McCartt	Mason, David	New KATS Transit Center	GP1718	12/31/2017	Pre-development meeting held 3/27. Comments to designers.
\$3,740,000.00	Niki Ensor	Niki Ensor	West Kingsport Forcemain and Pump Station Improvements	SW1708	6/1/2018	Received 100% design plans 3/30/17
\$3,300,000.00	Michael Thompson	Thompson, Michael	Indian Trail Drive Extension	GP1615	12/31/2017	Preliminary ROW plans expected by 3/31/2017.
\$2,711,000.00	Chris McCartt	Mason, David	Meadowview Renovations	MV1600	4/28/2017	The new airwall components for the ballrooms have been delivered.
\$2,291,714.00	Chad Austin	Mike Hickman	Colonial Heights Ph V Sewer & Water	SW1512/ WA1404	11/15/2017	Merkel Brothers Construction low bidder.
\$1,926,364.00	Chad Austin	Mike Hickman	Colonial Heights Ph IV Sewer & Water	SW1511	9/3/2017	Contractor installing sewer on Green Hills Drive.
\$1,886,220.00	Chad Austin	Pamela Gilmer	System Wide Water Upgrades FY15 Phase 2	TBD	7/3/2017	Pond Springs Rd passed. Contractor installed and preparing to test line on Garlands Private Drive.
\$1,700,000.00	Michael Thompson	Thompson, Michael	Main Street Rebuild [City & MTPO Funded]	GP1516	4/1/2021	Consultant under contract. Start-up meeting 2/24/17.
\$1,593,370.00	Chad Austin	Mason, David	Water/Wastewater/Stormwater Office	SW1705/ WA1703/S T1708	7/15/2017	Elevator shaft topped out. New stairway in progress.
\$1,500,000.00	Rob Cole	Mason, David	Bays Mountain Dam Rehabilitation	GP1707	12/31/2017	Anticipate plans ready this summer.
\$1,250,000.00	Niki Ensor	Niki Ensor	Pipe Gallery Improvements	WA1505	3/31/2018	60% plans review meeting held 3/10/17. Design should be complete by the end of April.
\$1,245,300.00	Chris McCartt	Mason, David	Centennial Park	GP1533	7/3/2017	Building roof structure underway. Corner plazas continue. Fountain recovery tank due 4/1.
\$977,566.00	Ronnie Hammonds	Elsa, Tim	Wilcox Sidewalk Phase 5 [State & MTPO funded]	MPO15D	9/29/2017	TDOT concurrence on 3/29/17 to award low bid. Contract to BMA for approval 2nd meeting in April.
\$961,140.00	Michael Thompson	Thompson, Michael	Phase 2 Stone Drive (SR 1, US 11W) Sidewalk Improvements from Stonebrook Place Pvt. Dr. to Lynn Garden Drive [95% State Funded 5% City]		8/31/2020	Consultant RFQ's received 3/14/17. Under review by consultant evaluation committee.

Estimated Cost	Project Owner	Project Manager	Project Name	Project #	Completion Date	CurrentStatus
\$940,000.00	Kitty Frazier	Clabaugh, Hank	Kingsport Greenbelt - Eastern Extension - Phase 1 [Fed. Grant & City funded]	GP1529	11/1/2017	Meeting with designer on April 3rd to discuss project status and land acquisition.
\$831,797.00	Niki Ensor	Hank Clabaugh	Colonial Heights SLS	SW1511	9/15/2017	BMA approved W&O Construction contract. Pre-construction meeting will be scheduled once contracts have been signed..
\$789,100.00	Chad Austin	Sam Chase	ARC Kingsport Sewer System Upgrade	SW1504	4/29/2017	Testing joints and grouting on Industry Drive.
\$697,475.00	Michael Thompson	Thompson, Michael	Stone Drive (SR 1, US 11W) Sidewalk Improvements from Stonebrook Place Pvt. Dr. to American Way [95% State Funded 5% City]	TBD	12/8/2018	Design Consultant continues to design driveway alignments to meet ADA requirements. Contract extension requested by City to TDOT.
\$682,570.00	Michael Thompson	Thompson, Michael	Riverport Road Stabilization	GP1720, GP1723		Bays Mtn. Rd. Stabilization complete except hydro-seeding. Work continues on Riverport Rd.
\$600,000.00	Kitty Frazier	Mason, David	Riverbend Park	GP1512	1/31/2018	Negotiating an agreement with Barge Wagonner Sumner & Cannon for master planning.
\$573,406.80	Chad Austin	Hank Clabaugh	Miscellaneous Annexation Utility Improvements		4/30/2017	Work on the water line installation along Mitchell Road and Pickens Road continues.
\$541,072.00	Michael Thompson	Clabaugh, Hank	Enterprise Place Roadway Improvements	GP1611	6/6/2017	Current work is culvert/drainage work and road subgrade rebuild.
\$415,000.00	Chad Austin	Chris Alley	SR 93- Fall Branch section (TDOT)		12/27/2019	Under design by BWSC; "B Date" package due 8/1/2017; TDOT Letting Date: 12/8/2017
\$400,000.00	Michael Thompson	Thompson, Michael	Signalization of the SR 126 (Memorial Blvd. at Island Road Intersection [State & MTPO Funded]	MPO15A	9/30/2019	Received TDOT comments on plans 3/17/17. Consultant is addressing comments and expect resubmission by 3/31/17.
\$352,000.00	Chad Austin	Chris Alley	SR 93- Horse Creek/Derby Drive Section (TDOT)		12/27/2019	Design modifications and easement drawings being made by BWSC; "B Date" package due 8/1/2017; TDOT Letting Date: 12/8/2017
\$300,000.00	Kitty Frazier	Mason, David	Borden Park Improvements Phase 1	GP1510	5/31/2017	Re-bidding 4/5/17.
\$287,000.00	City Schools	Clabaugh, Hank	Dobyns-Bennett Parking Lot Improvements (Park St/Center St)			Bids will be opened on April 19th, 2017.
\$250,000.00	Chad Austin		Border Region Area 3 Water Upgrades		2/17/2020	Design to start 1/1/19. Will be included with sewer upgrades to Border Regions Area.
\$221,800.00	Tim Elsea	Elsea, Tim	Lynn Garden Signal System [MTPO & City funded]	MPO15C	1/31/2018	Working on right-of-way and utility certifications thru TDOT.
\$200,000.00	Kitty Frazier	Mason, David	J. Fred Johnson Park	GP1629	11/1/2017	Asbestos abatement underway.
\$194,400.00	Morris Baker	Mason, David	Library Children's Area	GP1400	7/6/2017	1st coat of paint and ceiling grid underway.
\$175,000.00	Rob Cole	Mason, David	Bays Mountain - Pavillion at Lily Pad Cove	GP1707	9/1/2017	Received a single bid that was higher than expected. Reviewing funding options with Judy Smith 3/31.

Estimated Cost	Project Owner	Project Manager	Project Name	Project #	Completion Date	CurrentStatus
\$120,000.00	Bloomingtondale Utility District	Chad Austin	Rolling Dr Annexation - Waterline Upgrade	GP1721	4/15/2017	Waterline construction is complete. Contractor is tying over services to the new line. Expected to be complete by April 15.
\$90,000.00	Kitty Frazier	Clabaugh, Hank	Reedy Creek Terrace Bridge	ST1503	6/30/2017	Advertisement for bids will be finalized after the property donation documents are completed.
\$50,000.00	Chad Austin	Chris Alley	Camp Bays Mountain Annexation		4/30/2017	
\$49,000.00	Kitty Frazier	Mason, David	Shade Structures at Brickyard Park	VEP Funds		Reviewing quotes.
\$39,823.00	Streets and Sanitation	Clabaugh, Hank	Tranbarger/Colfax Sidewalk Extension		5/27/2017	The contract for this work is working it's way through the signature phase.
		Elsea, Tim	Sullivan Street & Clay Street Signal		10/13/2017	Finalizing plans and right of way documents.
	Chad Austin	Pamela Gilmer	Pendragon Sidewalk & Water Improvement		7/1/2018	Completing design.
	Kitty Frazier	Clabaugh, Hank	Buffalo Grasslands Boardwalk/Greenbelt Connector		12/31/2017	Meeting with the designer on April 3rd to discuss connection issues with the apartments and new road.

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## **AGENDA**

### **BOARD OF MAYOR AND ALDERMEN**

#### **BUSINESS MEETING**

**Tuesday, April 4, 2017, 7:00 p.m.**

**City Hall, 225 W. Center St., Courtroom, 2<sup>nd</sup> Floor**

#### **Board of Mayor and Aldermen**

Mayor John Clark, Presiding  
Vice Mayor Mike McIntire  
Alderman Darrell Duncan  
Alderman Colette George

Alderman Tommy Olterman  
Alderman Tom C. Parham  
Alderman Tom Segelhorst

#### **City Administration**

Jeff Fleming, City Manager  
Chris McCartt, Assistant City Manager for Administration  
Ryan McReynolds, Assistant City Manager for Operations  
J. Michael Billingsley, City Attorney  
James Demming, City Recorder/Chief Financial Officer  
David Quillin, Police Chief  
Craig Dye, Fire Chief  
Lynn Tully, Development Services Director  
George DeCroes, Human Resources Director  
Heather Cook, Marketing and Public Relations Director

#### **I. CALL TO ORDER**

#### **II.A. PLEDGE OF ALLEGIANCE TO THE FLAG**

#### **II.B. INVOCATION – Pastor Randall Wright, St. Matthew United Methodist Church**

#### **III. ROLL CALL**

#### **IV.A RECOGNITIONS & PRESENTATIONS**

1. Jack VandeVate, Kingsport Housing and Redevelopment Authority (Alderman Segelhorst)

#### **IV.B APPOINTMENTS**

None

**V. APPROVAL OF MINUTES**

1. Work Session – March 21, 2017
2. Business Meeting – March 21, 2017

**VI. COMMUNITY INTEREST ITEMS**

**A. PUBLIC HEARINGS**

1. Public Hearing to Annex/Adopt Plan of Service for the Seaver Road Annexation and Amend Zoning (AF: 71-2017) (Jessica Harmon)
  - Public Hearing
  - Resolution – Annexation
  - Ordinance – Zoning – First Reading
  - Resolution – POS Annexation

**COMMENT**

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

**B. BUSINESS MATTERS REQUIRING FIRST READING**

1. Accept Donations for Commissioned Artwork for the Children's Area at the Library and Appropriate Funds (AF: 66-2017) (Chris McCartt)
  - Resolution
  - Ordinance – First Reading
2. Appropriating Funds Received from Sullivan County (AF: 77-2017) (Dr. Ailshie, Jeff Fleming)
  - Ordinance – First Reading
3. Award Contract and Transfer Funds for Sanitary Sewer Facilities and Waterline Upgrades – Colonial Heights Phase 5 Project (AF: 52-2017) (Ryan McReynolds)
  - Resolution
  - Ordinance – First Reading
4. Amend the Senior Advisory Council Funds/Senior Trips (AF: 79-2017) (Shirley Buchanan)
  - Ordinance – First Reading

**C. BUSINESS MATTERS REQUIRING FINAL ADOPTION**

1. Enter into a Materials Agreement with Danny Karst Related to Edinburgh Phase 10 Development and Appropriate the Funds (AF: 59-2017) (Ryan McReynolds)
  - Ordinance – **Second Reading and Final Adoption**
2. Amendments to City Code Sections Pertaining to Seat Belt and Child Passenger Restraint Use (AF: 65-2017) (David Quillin)
  - Ordinance – **Second Reading and Final Adoption**

3. Appropriate Funding and Apply and Accept a Capital Grant Amendment from the U.S. Department of Transportation (AF: 51-2017) (Chris McCartt)
  - Ordinance – **Second Reading and Final Adoption**

**D. OTHER BUSINESS**

1. Approve the Area Agency on Aging and Disability Grant for FY17-18 (AF: 64-2017) (Shirley Buchanan)
  - Resolution
2. Awarding the Bid for Landscape Maintenance Services (AF: 73-2017) (Ryan McReynolds)
  - Resolution
3. Signal Maintenance Agreement with the Tennessee Department of Transportation (TDOT) for Modifications to Existing Signals (School Zone Flashers) (AF: 76-2017) (Ryan McReynolds)
  - Resolution
4. Authorize Community Grant Application from Walmart (AF: 78-2017) (Craig Dye, Barry Brickey)
  - Resolution

**VII. CONSENT AGENDA**

1. Approval of Easements and Rights-of-Way (AF: 75-2017) (Ryan McReynolds)
  - Offers
2. Approve Issuance of Certificates of Compliance for Retail Food Stores to Sell Wine (AF: 74-2017) (Jim Demming)
  - Certificates

**VIII. COMMUNICATIONS**

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

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

**IX. ADJOURN**

Minutes of the Regular Work Session of the  
Board of Mayor and Aldermen, City of Kingsport, Tennessee  
Tuesday, March 21, 2017, 4:00 PM  
Council Room – City Hall

PRESENT: Board of Mayor and Aldermen

Mayor John Clark

Vice-Mayor Mike McIntire

Alderman Darrell Duncan

Alderman Colette George

Alderman Tommy Olterman

Alderman Tom C. Parham

*(arrived after roll call)*

Alderman Tom Segelhorst

City Administration

Jeff Fleming, City Manager

J. Michael Billingsley, City Attorney

James H. Demming, City Recorder

1. **CALL TO ORDER:** 4:00 p.m. by Mayor Clark.
2. **ROLL CALL:** By Deputy City Recorder Marshall.
3. **BORDEN PARK UPDATE.** Parks and Recreation Director Kitty Frazier presented this item and answered questions. There was some discussion.
4. **KINGSPORT AREA TRANSIT SYSTEM UPDATE.** Assistant City Manager Chris McCartt provided information on this item. Discussion followed.
5. **QUARTERLY FINANCIALS, SALES TAX, WELLNESS CLINIC, SAFETY AND PROJECTS STATUS.** City Manager Fleming gave an update on each of these items.
6. **REVIEW OF AGENDA ITEMS ON THE MARCH 21, 2017 REGULAR BUSINESS MEETING AGENDA.** City Manager Fleming and members of staff gave a summary or presentation for each item on the proposed agenda. The following items were discussed at greater length or received specific questions or concerns.

**VI.B.2 Amendments to City Code Sections Pertaining to Seat Belt and Child Passenger Restraint Use** (AF: 65-2017) Police Chief Quillin stated this change would mirror the state law.

**VI.D.3 Approve the Transfer of Real Property to the Sullivan County-Bluff City-Kingsport Animal Control Center, Inc.** (AF: 62-2017) City Manager Fleming stated Bristol would be joining the partnership. Alderman Parham provided further details.

**VI.D.7 Approve Authorization of 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 Headquarters Facilities in the City of Kingsport, Tennessee** (AF: 67-2017) Development Services Director Lynn Tully provided information on this item..

**Minutes of the Regular Work Session of the Board of Mayor and Aldermen of  
Kingsport, Tennessee, Tuesday, March 21, 2017**

Ms. Jeannie Bourne commented to the board.

7. **ADJOURN.** Seeing no other matters presented for discussion at this work session, Mayor Clark adjourned the meeting at 5:35 p.m.

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ANGELA MARSHALL  
Deputy City Recorder

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JOHN CLARK  
Mayor

Minutes of the Regular Business Meeting of the  
Board of Mayor and Aldermen of the City of Kingsport, Tennessee  
Tuesday, March 21, 2017, 7:00 PM  
Large Court Room – City Hall

**PRESENT:** Board of Mayor and Aldermen

Mayor John Clark, Presiding  
Vice Mayor Mike McIntire  
Alderman Darrell Duncan  
Alderman Colette George

Alderman Tommy Olterman  
Alderman Tom C. Parham  
Alderman Tom Segelhorst

City Administration

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

- I. CALL TO ORDER:** 7:00 p.m., by Mayor John Clark.
- II.A. PLEDGE OF ALLEGIANCE TO THE FLAG:** New Vision Youth.
- II.B. INVOCATION:** Vice Mayor Mike McIntire.
- III. ROLL CALL:** By City Recorder Demming. All Present.
- IV.A. RECOGNITIONS AND PRESENTATIONS.**
  - 1. 'Walk Across TN' Team (Alderman Parham).
- IV.B. APPOINTMENTS/REAPPOINTMENTS.** None.
- V. APPROVAL OF MINUTES.**

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

- A. February 6, 2017 Called Business Meeting
- B. March 7, 2017 Called Business Meeting
- C. March 6, 2017 Work Session
- D. March 7, 2017 Regular Business Meeting

Approved: All present voting "aye."

**VI. COMMUNITY INTEREST ITEMS.**

- A. PUBLIC HEARINGS.** None.

**PUBLIC COMMENT.** Mayor Clark 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.

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, March 21, 2017**

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

**1. Enter into a Materials Agreement with Danny Karst Related to Edinburgh Phase 10 Development and Appropriate the Funds (AF: 59-2017) (Ryan McReynolds).**

Motion/Second: McIntire/Segelhorst, to pass:

**Resolution No. 2017-163**, A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A MATERIALS AGREEMENT WITH DANNY KARST RELATED TO EDINBURG SOUTH PHASE 10 DEVELOPMENT AND AUTHORIZING THE MAYOR TO SIGN ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

Motion/Second: McIntire/Duncan, to pass:

AN ORDINANCE TO AMEND THE WATER AND SEWER PROJECT FUNDS BY TRANSFERRING FUNDS TO THE EDINBURGH PHASE 10 MATERIALS AGREEMENT PROJECTS (WA1786 AND SW1786); AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**2. Amendments to City Code Sections Pertaining to Seat Belt and Child Passenger Restraint Use (AF: 65-2017) (David Quillin).**

Motion/Second: Segelhorst/George, to pass:

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, SECTION 98-406 RELATING TO USE OF SAFETY BELTS IN PASSENGER VEHICLES; SECTION 98-407 RELATING TO PENALTIES FOR VIOLATION OF USE OF SAFETY BELTS; SECTION 98-408 RELATING TO CHILD PASSENGER RESTRAINT SYSTEMS; SECTION 98-409 RELATING TO PENALTIES FOR VIOLATION OF CHILD PASSENGER RESTRAINT; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**3. Appropriate Funding and Apply and Accept a Capital Grant Amendment from the U.S. Department of Transportation (AF: 51-2017) (Chris McCartt).**

Motion/Second: Parham/Duncan, to pass:

**Resolution No. 2017-164**, A RESOLUTION APPROVING AN AMENDMENT TO THE FEDERAL TRANSIT ADMINISTRATION SECTION 5339 BUS AND BUS FACILITIES GRANT AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO AMEND THE FEDERAL TRANSIT ADMINISTRATION SECTION 5339 BUS AND BUS FACILITIES GRANT FROM THE

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, March 21, 2017**

UNITED STATES DEPARTMENT OF TRANSPORTATION

Passed: All present voting "aye."

Motion/Second: McIntire/George, to pass:

AN ORDINANCE TO AMEND THE URBAN MASS TRANSIT PROJECT FUND AND GENERAL FUND BUDGETS FOR THE YEAR ENDING JUNE 30, 2017; 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 Funds Received from Sullivan County**  
(AF: 56-2017) (Mike Billingsley).

Motion/Second: McIntire/Olterman, to pass:

**ORDINANCE NO. 6654**, AN ORDINANCE TO AMEND THE GENERAL PURPOSE SCHOOL FUND AND THE GENERAL PROJECT FUND BUDGETS BY APPROPRIATING FUNDS RECEIVED FROM SULLIVAN COUNTY FOR THE YEAR ENDING JUNE 30, 2017; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**D. OTHER BUSINESS.**

**1. Apply for and Receive a Law Enforcement Agency Highway Safety Grant from the Tennessee Highway Safety Office (THSO)** (AF: 60-2017) (David Quillin).

Motion/Second: Segelhorst/George, to pass:

**Resolution No. 2017-165**, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A HIGHWAY SAFETY GRANT FROM THE TENNESSEE HIGHWAY SAFETY OFFICE

Passed: All present voting "aye."

**2. Reject All Bids for Phase 1 Improvements to Borden Park**  
(AF: 49-2017) (Chris McCartt)

Motion/Second: McIntire/George, to pass:

**Resolution No. 2017-166**, A RESOLUTION REJECTING ALL BIDS RELATED TO THE PHASE I IMPROVEMENTS TO BORDEN PARK PROJECT

Passed: All present voting "aye."

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
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**3. Approve the Transfer of Real Property to the Sullivan County-  
Bluff City-Kingsport Animal Control Center, Inc. (AF: 62-2017) (Mike Billingsley).**

Motion/Second: Parham/McIntire, to pass:

**Resolution No. 2017-167**, A RESOLUTION APPROVING A CONVEYANCE OF REAL PROPERTY BY QUITCLAIM DEED TO THE SULLIVAN COUNTY-BLUFF CITY-KINGSPORT ANIMAL CONTROL CENTER, INC. AND AUTHORIZING THE MAYOR TO EXECUTE A QUITCLAIM DEED FOR THE SAME AND EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION AND THE CONVEYANCE OF THE PROPERTY

Passed: All present voting "aye."

**4. Renew Bid Award for the Purchase of Water & Wastewater  
Chemicals (AF: 68-2017) (Ryan McReynolds).**

Motion/Second: Segelhorst/Duncan, to pass:

**Resolution No. 2017-168**, A RESOLUTION RENEWING THE AWARD OF THE BID FOR PURCHASE OF CHLORINE TO BRENNTAG MID-SOUTH, INC.; FOR ZINC ORTHOPHOSPHATE TO CARUS CORPORATION; FOR COAGULANT TO GULBRANDSEN MANUFACTURING, INC.; FOR POLYMER TO COASTAL WATER TECHNOLOGY, LLC; AND FOR HYDROFLUOROSILIC ACID TO PENNCO AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

Passed: All present voting "aye."

**5. Bid Award for the Purchase of Eight (8) Police Pursuit Package  
Sedans (AF: 69-2017) (David Quillin, Steve Hightower).**

Motion/Second: McIntire/George, to pass:

**Resolution No. 2017-169**, A RESOLUTION AWARDING THE BID FOR THE PURCHASE OF EIGHT POLICE PURSUIT PACKAGE SEDANS TO AUTO WORLD OF BIG STONE GAP AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

Passed: All present voting "aye."

**6. Bid Award for the Purchase of One (1) Tandem Axle Dump  
Truck (AF: 70-2017) (Ryan McReynolds, Steve Hightower).**

Motion/Second: Parham/George, to pass:

**Resolution No. 2017-170**, A RESOLUTION AWARDING THE BID FOR THE PURCHASE OF ONE TANDEM AXLE DUMP TRUCK TO GOODPASTURE MOTOR COMPANY, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

Passed: All present voting "aye."

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**7. Approve Authorization of 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 Headquarters Facilities in the City of Kingsport, Tennessee (AF: 67-2017) (Lynn Tully).**

Motion/Second: Parham/Segelhorst, to pass:

**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

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

**8. Reject Proposals for the Student Information System (SIS) for Kingsport City Schools (AF: 63-2017) (Scott Pierce, David Frye).**

Motion/Second: McIntire/George, to pass:

**Resolution No. 2017-172**, A RESOLUTION REJECTING ALL PROPOSALS RELATED TO THE STUDENT INFORMATION SYSTEM FOR KINGSPORT CITY SCHOOLS

Passed: All present voting "aye."

**VII. CONSENT AGENDA.**

Motion/Second: McIntire/Duncan, to adopt:

**1. Agreements with Lynn View Pee Wee Football at Lynn View Community Center (AF: 29-2017) (Chris McCartt).**

Pass:

**Resolution No. 2017-173**, A RESOLUTION AUTHORIZING THE MAYOR EXECUTE AGREEMENTS WITH THE LYNN GARDEN OPTIMIST CLUB RELATED TO THE USE OF THE ATHLETIC FIELDS AND CONCESSION STAND OPERATIONS AT THE LYNN VIEW COMMUNITY CENTER

Passed: All present voting "aye."

Pass:

**Resolution No. 2017-174**, A RESOLUTION AUTHORIZING THE MAYOR EXECUTE AGREEMENTS WITH LYNN VIEW PEE WEE FOOTBALL RELATED TO THE USE OF THE ATHLETIC FIELDS AND CONCESSION STAND OPERATIONS AT THE LYNN VIEW COMMUNITY CENTER

Passed: All present voting "aye."

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**VIII. COMMUNICATIONS.**

- A. **CITY MANAGER.** Mr. Fleming commented on the BMA's trip to Capitol Hill in Nashville over the last two days and commended the level of commitment from the board members.
- B. **MAYOR AND BOARD MEMBERS.** Alderman Duncan stated his tie was signed by the faculty and friends at John Adams Elementary. He also promoted the upcoming productions of the Kingsport Theatre Guild's "Oklahoma!" and the State Theatre Company's "The 39 Steps." Alderman Segelhorst made further comments on acquiring the property for a pet works facility and also on the progress being made at Borden Park. Alderman Parham made comments on the trip to Nashville, noting the accomplishments made by Kingsport and the level of professionalism by city staff. Alderman Olterman echoed previous comments. Alderman George mentioned the 2017 National Carousel Fine Arts and Craft Show coming up this weekend, pointing out it is a wonderful showcase fundraising event for the carousel. She also thanked Assistant City Manager Chris McCartt for his efforts with the new KATS facility project. Vice-Mayor McIntire stated the Downtown Kingsport Association's Sherri Mosley will be moving back to Kentucky to be close to family. He thanked her for the job she did as executive director of DKA, noting she will be missed. Mayor Clark stated at the work session earlier, the city manager reviewed, in detail, 15 city improvement projects currently on going in Kingsport. He also commented on the improvement efforts at Borden Park. Lastly, the mayor stated he ran into several ETSU nursing students downtown this afternoon, pointing out the economic benefits of bringing them into the higher education center.
- C. **VISITORS.** None.

**IX. ADJOURN.** Seeing no other business for consideration at this meeting, Mayor Clark adjourned the meeting at 7:35 p.m.

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ANGELA MARSHALL  
Deputy City Recorder

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JOHN CLARK  
Mayor



## AGENDA ACTION FORM

### **Public Hearing to Annex/Adopt Plan of Service for the Seaver Road Annexation and Amend Zoning**

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

Action Form No.: AF-71-2017  
 Work Session: April 3, 2017  
 First Reading: April 4, 2017

Final Adoption: April 18, 2017  
 Staff Work By: J. Harmon  
 Presentation By: J. Harmon

#### **Recommendation:**

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

#### **Executive Summary:**

This is the owner-requested Seaver Road annexation of approximately 5.64 acres/3 parcels located off of Seaver Road. The current county zoning of the property is County R-1 (Low-Density Residential District). The proposed city zoning for the area is City R-1B (Single Family Residential District) The applicant is requesting annexation to take advantage of the full offering of City services and to allow for the construction of seven single family homes along the property. During their March 2016 regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation for the annexation, zoning, and plan of services to the Board of Mayor and Aldermen for this annexation. The Notice of Public Hearing was published March 20, 2017.

#### **Attachments:**

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

	Y	N	O
Duncan	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Clark	—	—	—

## NOTICE OF PUBLIC HEARING

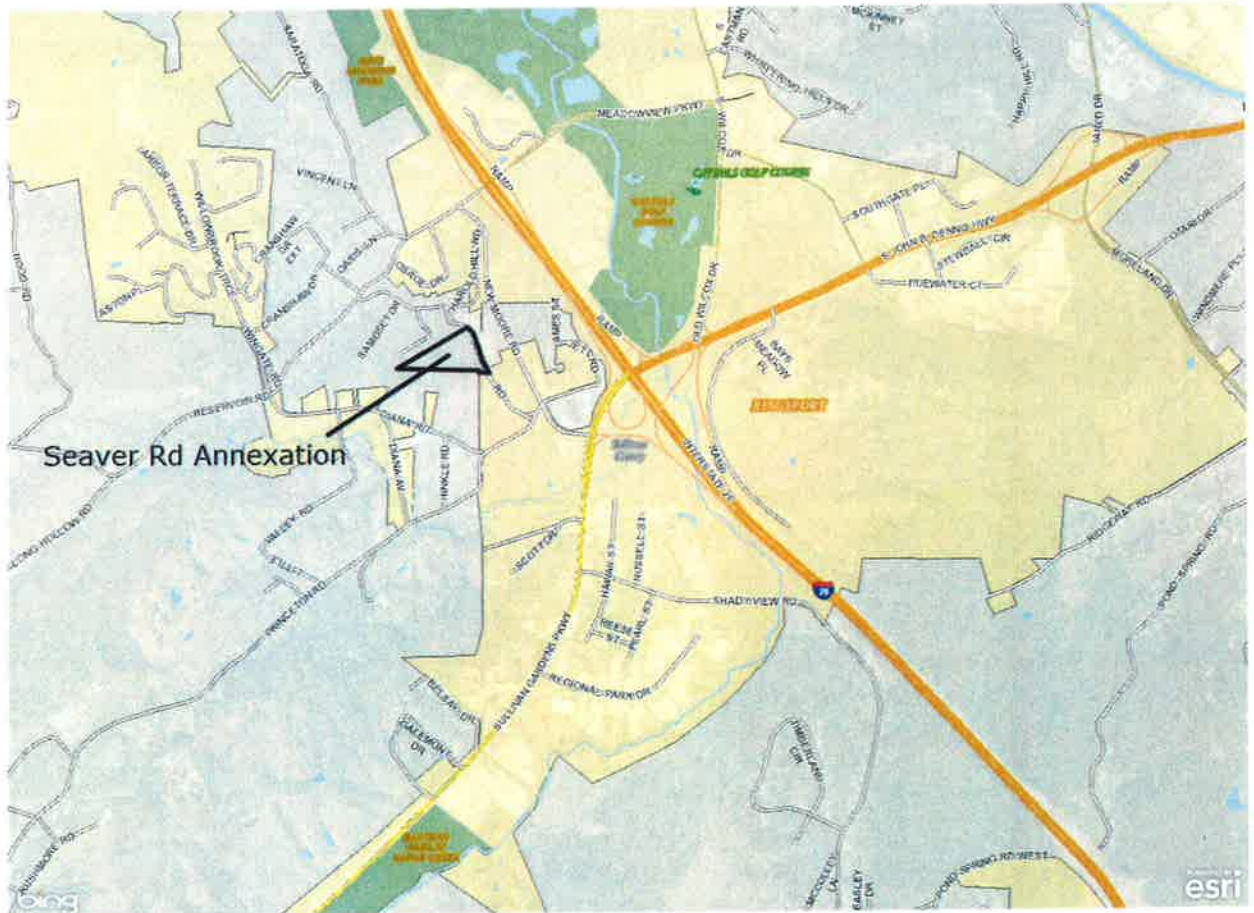
NOTICE IS HEREBY GIVEN to all citizens of the City of Kingsport, Tennessee, to all persons interested, and the public at large that the City of Kingsport Board of Mayor and Aldermen will conduct a Public Hearing during its regular business meeting on Tuesday, April 4, 2017, to consider the annexation, zoning, and plan of services for the Seaver Road annexation. The regular business meeting will begin at 7:00 p.m. in the large courtroom located on the second floor of City Hall, at 225 W. Center Street, Kingsport, Tennessee.

The property proposed for annexation is generally described as follows:

*BEGINNING at a point, said point being the easterly edge of Seaver Road right-of-way and the edge of the existing City Limits; thence in a northwesterly direction along the easterly right-of-way for Seaver Road a distance of 593 feet to a point, said point being the easterly edge of right-of-way for Seaver Road and a point on the westerly property line of TM 75M, Group L, Parcel 14; thence crossing Seaver Road right-of-way a distance of 30 feet to a point, said point being the westerly edge of right-of-way for Seaver Road and the Northeasterly corner of TM 75M, Group A, Parcel 36.15; thence continuing in a southwesterly direction for a distance of 912 feet to a point, said point being the southwesterly corner of TM 75M, Group A, Parcel 36.15; thence continuing in a easterly direction for a distance of 940 feet to a point, said point being the northwesterly corner of TM 75M, Group A, Parcel 37; thence continuing in a southerly direction for a distance of 25 feet to a point, said point being the edge of existing City Limits and a point on TM 75M, Group A, P 37; thence continuing in an easterly direction for a distance of 120 across Seaver Road right-of-way to a point, said point being the point of BEGINNING, and being all of parcels 36 and 36.15, Group A Tax Map 75M and a portion of parcel 37, Group A, Tax Map 75M as shown on the August 2015 Sullivan County Tax Map.*

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

CITY OF KINGSPORT  
James H. Demming, City Recorder  
P1T: 03/20/17



RESOLUTION NO. \_\_\_\_\_

A RESOLUTION TO ANNEX THAT CERTAIN TERRITORY ADJOINING THE PRESENT CORPORATE BOUNDARIES OF THE CITY OF KINGSPORT, EMBRACING THAT CERTAIN PART OF THE 13<sup>th</sup> CIVIL DISTRICT OF SULLIVAN COUNTY, TENNESSEE, AND KNOWN AS THE SEAVER RD ANNEXATION, AS HEREINAFTER DESCRIBED; TO INCORPORATE THE SAME WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF KINGSPORT, TENNESSEE; AND TO FIX THE EFFECTIVE DATE OF THIS RESOLUTION

WHEREAS, a public hearing before the board of mayor and aldermen of the City of Kingsport, Tennessee, was held on the 4<sup>th</sup> day of April 2017, and notice thereof published in the Kingsport Times-News on the 20<sup>th</sup> day of March 2017; and

WHEREAS, the board of mayor and adermen finds that the annexation will materially benefit the health, safety, and welfare of the citizens and property owners of the city and the territory annexed; and

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

WHEREAS, pursuant to *Tenn. Code Ann.* § 6-51-104(a) the property owners of the affected territory have requested annexation of their property by the City of Kingsport by submitting written consent signed by the property owners to the city; and

WHEREAS, a plan of services for this area was adopted by resolution on the 4<sup>th</sup> day of April 2017, as required by *Tenn. Code Ann.* § 6-51-102, *et seq.*

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

SECTION I. Pursuant to the authority conferred by Tennessee Code Annotated §6-51-102 *et seq.* and upon written consent signed by the property owners in the affected territory submitted to the city there is here-by annexed to the City of Kingsport, Tennessee, and incorporated within the corporate boundaries thereof, the following described territory adjoining the present corporate boundaries: embracing that certain part of Civil District No. 13 of Sullivan County, Tennessee, and more fully described to-wit:

*BEGINNING at a point, said point being the easterly edge of Seaver Road right-of-way and the edge of the existing City Limits; thence in a northwesterly direction along the easterly right-of-way for Seaver Road a distance of 593 feet to a point, said point being the easterly edge of right-of-way for Seaver Road and a point on the westerly property line of TM 75M, Group L, Parcel 14; thence crossing Seaver Road right-of-way a distance of 30 feet to a point, said point being the westerly edge of right-of-way for Seaver Road and the Northeastly corner of TM 75M, Group A, Parcel 36.15; thence continuing in a southwesterly direction for a distance of 912 feet to a point, said point being the southwesterly corner of TM 75M, Group A, Parcel 36.15; thence continuing in a easterly direction for a distance of 940 feet to a point, said point being the northwesterly corner of TM 75M, Group A, Parcel 37; thence continuing in a southerly direction for a distance of 25 feet to a point, said point being the edge of existing City Limits and a point on TM 75M, Group A, P 37; thence continuing in an easterly direction for a distance of 120 across Seaver Road right-of-way to a point, said point being the point of BEGINNING, and being all of parcels 36 and 36.15, Group A Tax Map*

*75M and a portion of parcel 37, Group A, Tax Map 75M as shown on the August 2015 Sullivan County Tax Map.*

SECTION II. That this resolution shall take effect thirty (30) days from and after the date of its adoption, the public welfare of the citizens of Kingsport, Tennessee requiring it.

ADOPTED this the 4<sup>th</sup> day of April 2017.

\_\_\_\_\_  
JOHN CLARK, Mayor

ATTEST:

\_\_\_\_\_  
JAMES H. DEMMING, City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, City Attorney

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ON SEAVER ROAD FROM COUNTY R-1, LOW DENSITY RESIDENTIAL DISTRICT TO CITY R-1B, LOW DENSITY RESIDENTIAL DISTRICT IN THE 13<sup>TH</sup> CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the zoning code, text, and map, be and the same is hereby further amended to rezone property located on Seaver Road from County R-3A, High Density Residential District to City R-1B, Single Family Residential District in the 13<sup>th</sup> Civil District of Sullivan County; said area to be rezoned being further and more particularly described as follows:

*BEGINNING at a point, said point being the easterly edge of Seaver Road right-of-way and the edge of the existing City Limits; thence in a northwesterly direction along the easterly right-of-way for Seaver Road a distance of 593 feet to a point, said point being the easterly edge of right-of-way for Seaver Road and a point on the westerly property line of TM 75M, Group L, Parcel 14; thence crossing Seaver Road right-of-way a distance of 30 feet to a point, said point being the westerly edge of right-of-way for Seaver Road and the Northeasterly corner of TM 75M, Group A, Parcel 36.15; thence continuing in a southwesterly direction for a distance of 912 feet to a point, said point being the southwesterly corner of TM 75M, Group A, Parcel 36.15; thence continuing in a easterly direction for a distance of 940 feet to a point, said point being the northwesterly corner of TM 75M, Group A, Parcel 37; thence continuing in a southerly direction for a distance of 25 feet to a point, said point being the edge of existing City Limits and a point on TM 75M, Group A, P 37; thence continuing in an easterly direction for a distance of 120 across Seaver Road right-of-way to a point, said point being the point of BEGINNING, and being all of parcels 36 and 36.15, Group A Tax Map 75M and a portion of parcel 37, Group A, Tax Map 75M as shown on the August 2015 Sullivan County Tax Map.*

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

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

\_\_\_\_\_  
JOHN CLARK  
Mayor

ATTEST:

\_\_\_\_\_  
JAMES H. DEMMING  
City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY  
City Attorney

PASSED ON 1ST READING \_\_\_\_\_  
PASSED ON 2ND READING \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE  
SEAVER RD ANNEXATION OF THE CITY OF KINGSPORT,  
TENNESSEE

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

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

WHEREAS, a plan of services for the proposed Seaver Rd annexation was submitted to the Kingsport Regional Planning Commission on March 16, 2017, for its consideration and a written report; and

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

WHEREAS, a public hearing was held April 4, 2017; and

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

WHEREAS, notice of the time and place of the public hearing was published in the Kingsport Times-News on March 20, 2017; and

WHEREAS, the City of Kingsport, pursuant to the provisions of Tennessee Code Annotated, §6-51-102 has endeavored to annex a portion of the 13<sup>th</sup> Civil District of Sullivan County, Tennessee, commonly known as the Seaver Rd Annexation, said area being bounded and further described as follows:

*BEGINNING at a point, said point being the easterly edge of Seaver Road right-of-way and the edge of the existing City Limits; thence in a northwesterly direction along the easterly right-of-way for Seaver Road a distance of 593 feet to a point, said point being the easterly edge of right-of-way for Seaver Road and a point on the westerly property line of TM 75M, Group L, Parcel 14; thence crossing Seaver Road right-of-way a distance of 30 feet to a point, said point being the westerly edge of right-of-way for Seaver Road and the Northeasterly corner of TM 75M, Group A, Parcel 36.15; thence continuing in a southwesterly direction for a distance of 912 feet to a point, said point being the southwesterly corner of TM 75M, Group A, Parcel 36.15; thence continuing in a easterly direction for a distance of 940 feet to a point, said point being the northwesterly corner of TM 75M, Group A, Parcel 37; thence continuing in a southerly direction for a distance of 25 feet to a point, said point being the edge of existing City Limits and a point on TM 75M, Group A, P 37; thence continuing in an easterly direction for a distance of 120 across Seaver Road right-of-way to a point, said point being the point of BEGINNING, and being all of parcels 36 and 36.15, Group A Tax Map 75M and a portion of parcel 37, Group A, Tax Map 75M as shown on the August 2015 Sullivan County Tax Map*

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

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

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

**Seaver Rd Annexation  
Plan of Services**

**1. Police Protection**

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

- G. The Kingsport Police Department currently maintains an approximate 5 minute average response time to emergency and urgent calls within the corporate limits.

## **2. Fire Protection**

- A. On the operative date of annexation, the City of Kingsport will answer all calls for service for fire, disaster, hazardous materials, special rescue and medical first responder. The Kingsport Fire Department goes beyond the basic fire services required of a City Government.
- B. The City of Kingsport Fire Department is an Internationally Accredited Agency, one of only four in the State of Tennessee. It currently operates 8 fire stations, housing fire suppression, hazardous materials, rescue and other emergency equipment. Staffed by 106 full-time professional firefighters, 24 hours a day, 365 days a year to provide service. The City of Kingsport currently maintains a Class 2 insurance rating saving its residents the most possible on their insurance rates. The response time average is approximately 4 minutes, 53 seconds after we receive the call from our dispatch center.
- C. Free fire safety inspections will be available upon request on the effective date of annexation. Water lines will be upgraded within five (5) years after the effective date of annexation to provide needed fire flow to protect the properties.
- D. All structures must be brought into compliance with the City-wide smoke detector ordinance within thirty (30) days of the effective date of annexation. This is strictly to provide residents with the best fire protection service available.
- E. The City of Kingsport Fire Department has a Hazardous Materials Response Team, which has state-of-the-art equipment to handle all calls of an emergency nature dealing with incidents relating to hazardous chemicals. The department also has a Technical Rescue Team that has specialized rescue capabilities and equipment for all types of hazards.
- F. The City of Kingsport Fire Department provides First Responder emergency medical services to all life-threatening medical emergencies resulting from serious illness or injury. We provide advanced life support (paramedics) for victims until ambulance service arrives for transport.

## **3. Water**

- A. Water will be billed at in City rates rather than out of City rates, which will result in a reduction in water rates for annexed citizens already receiving City water. Those not currently receiving City water will be required to obtain a water-tap in order to obtain City water.
- B. Water line upgrades and the installation of fire hydrants will commence for adequate fire protection and will be completed within five (5) years after the effective date of annexation.

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

#### **4. Electricity**

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

#### **5. Sanitary Sewer**

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

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

**6. Solid Waste Disposal**

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

**7. Public Road/Street Construction & Repair**

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

## **8. Recreational Facilities**

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

## **9. Street Lighting**

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

## **10. Zoning Services**

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

## **11. Schools**

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

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

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## **12. Traffic Control**

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

## **13. Inspection Services**

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

## **14. Animal Control**

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

## **15. Storm Sewers**

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

## **16. Leaf Removal**

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

where they are composted and used as an amendment to existing dirt stockpiles. This enhanced dirt is then used on City Projects for backfill and topsoil applications.

**17. Litter Control**

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

**18. Graffiti Control**

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

**19. Other Services**

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

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

ADOPTED this the 4<sup>th</sup> day of April 2017.

ATTEST:

\_\_\_\_\_  
John Clark, Mayor

\_\_\_\_\_  
JAMES H. DEMMING  
City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, City Attorney

**Kingsport Regional Planning Commission**  
**Annexation Report**

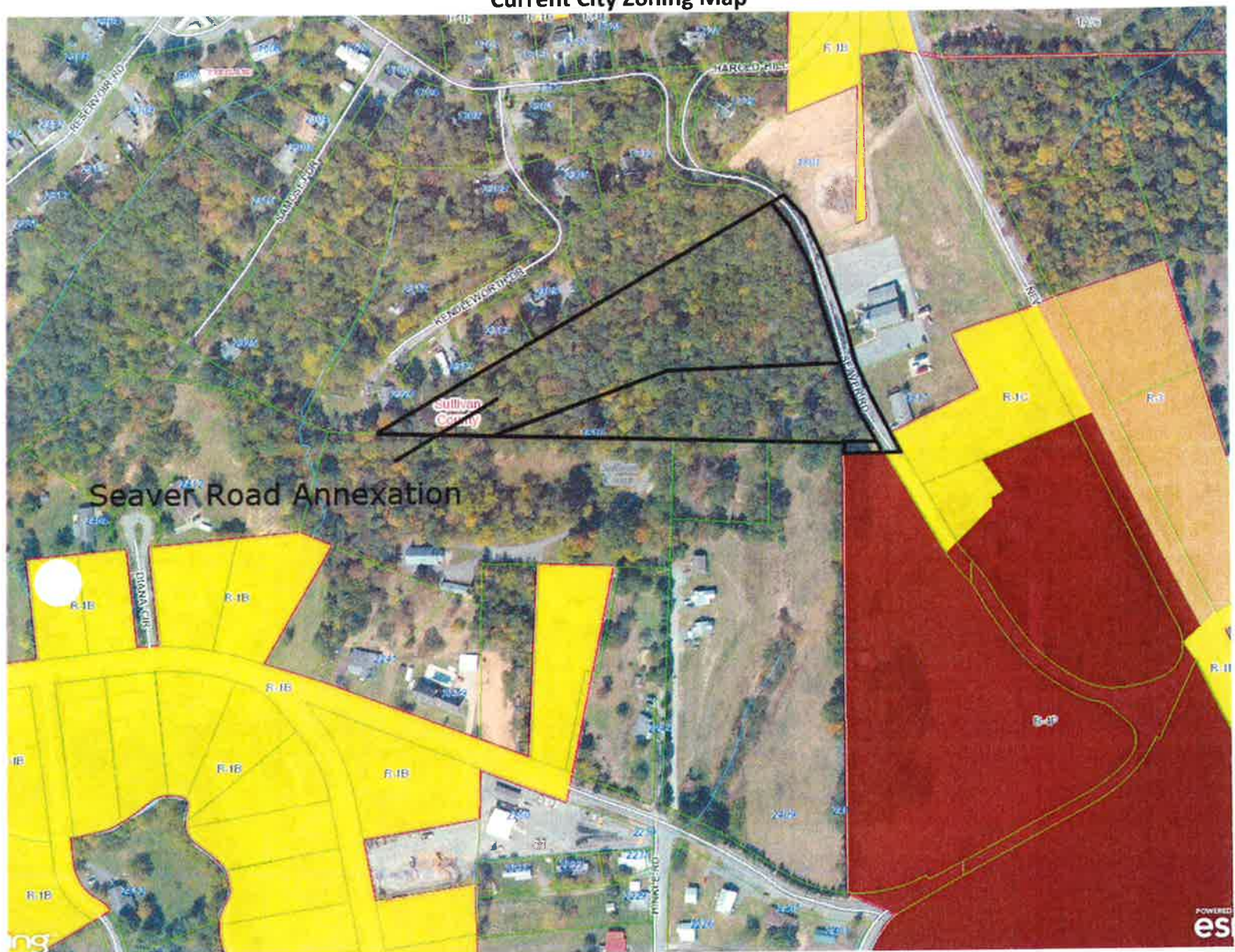
**File Number 17-301-00001**

<b>Property Information</b>	Seaver Road Annexation		
<b>Address</b>	n/a		
<b>Tax Map, Group, Parcel</b>	Tax Map 75M, Group A, Parcels 36, 36.15 & a portion of 37		
<b>Civil District</b>	13 <sup>th</sup>		
<b>Overlay District</b>	Gateway – not applicable to residential property		
<b>Land Use Plan Designation</b>	Single Family Residential		
<b>Acres</b>	5.64 +/-		
<b>Existing Use</b>	Vacant	<b>Existing Zoning</b>	County R-1
<b>Proposed Use</b>	Residential	<b>Proposed Zoning</b>	City R-1B
<b>Owner Information</b>		<b>Owner Information</b>	
<b>Name:</b> Kelly Payne <b>Address:</b> 701 Ridgefields Rd. <b>City:</b> Kingsport <b>State:</b> TN <b>Zip Code:</b> 37660 <b>Email:</b> <a href="mailto:killy_payne@yahoo.com">killy_payne@yahoo.com</a> <b>Phone Number:</b> (423) 967-8505		<b>Name:</b> Anthony Dingus <b>Address:</b> 383 Jim Brown Hollow <b>City:</b> Castlewood <b>State:</b> VA <b>Zip Code:</b> 24224 <b>Email:</b> <a href="mailto:tony54@jetbroadband.com">tony54@jetbroadband.com</a> <b>Phone Number:</b> (423) 416-1579	
<b>Planning Department Recommendation</b>			
<p><b>RECOMMENDATION: APPROVAL</b> to recommend the Annexation, Zoning, and Plan of Services to the BMA</p> <p>The Kingsport Planning Division recommends approval for the following reasons:</p> <ul style="list-style-type: none"> <li>• <i>The City of Kingsport should utilize annexation as urban development occurs and is necessary for present and future growth in an orderly manner.</i></li> <li>• <i>It is reasonably necessary for the welfare of the residents and property owners of the affected territory.</i></li> <li>• <i>The City of Kingsport can provide services through its Plan of Services that the County cannot provide to the residents of the area.</i></li> <li>• <i>Annexation spurs economic growth by providing basic services at a reasonable cost and allows those costs to be spread fairly to all who enjoy those services.</i></li> <li>• <i>It is reasonably necessary for the welfare of the residents and property owners of the municipality as a whole.</i></li> </ul> <p><b>Staff Field Notes and General Comments:</b> This is a property owner-requested annexation submitted by Kelly Payne and Anthony Dingus. Both property owners plan to sell their property to allow for a residential development of 7 single family homes. The prospective developer has requested City Services for his development. Currently, the property is zoned County R-1 and staff is proposing City R-1B. This annexation meets the criteria set forth by the City Annexation Policy. Utilities: City of Kingsport water and sewer service are currently available to be extended to the area.</p>			
<b>Planner:</b>	Jessica Harmon	<b>Date:</b>	March 6, 2017
<b>Planning Commission Action</b>		<b>Meeting Date:</b>	<b>March 16, 2017</b>
<b>Approval:</b>			
<b>Denial:</b>		<b>Reason for Denial:</b>	
<b>Deferred:</b>		<b>Reason for Deferral:</b>	

**File Number 17-301-00001**

The map, titled "Location Map", illustrates the "Seaver Road Annexation" area. The annexation is outlined in black and is situated between Seaver Road to the north and Wendeworth Drive to the south. The map shows a complex network of roads including Jayne Rd, Reserve Rd, Chandler Rd, Saradock Rd, New Moore Rd, Ames St, Wendeworth Dr, Utice Valley Rd, and Hinckley Rd. Various colored regions are labeled with codes such as R-1B, R-1C, R-1D, R-1E, R-1F, R-1G, R-1H, R-1I, R-1J, R-1K, R-1L, R-1M, R-1N, R-1O, R-1P, R-1Q, R-1R, R-1S, R-1T, R-1U, R-1V, R-1W, R-1X, R-1Y, R-1Z, R-2A, R-2B, R-2C, R-2D, R-2E, R-2F, R-2G, R-2H, R-2I, R-2J, R-2K, R-2L, R-2M, R-2N, R-2O, R-2P, R-2Q, R-2R, R-2S, R-2T, R-2U, R-2V, R-2W, R-2X, R-2Y, R-2Z, R-3A, R-3B, R-3C, R-3D, R-3E, R-3F, R-3G, R-3H, R-3I, R-3J, R-3K, R-3L, R-3M, R-3N, R-3O, R-3P, R-3Q, R-3R, R-3S, R-3T, R-3U, R-3V, R-3W, R-3X, R-3Y, R-3Z, R-4A, R-4B, R-4C, R-4D, R-4E, R-4F, R-4G, R-4H, R-4I, R-4J, R-4K, R-4L, R-4M, R-4N, R-4O, R-4P, R-4Q, R-4R, R-4S, R-4T, R-4U, R-4V, R-4W, R-4X, R-4Y, R-4Z, R-5A, R-5B, R-5C, R-5D, R-5E, R-5F, R-5G, R-5H, R-5I, R-5J, R-5K, R-5L, R-5M, R-5N, R-5O, R-5P, R-5Q, R-5R, R-5S, R-5T, R-5U, R-5V, R-5W, R-5X, R-5Y, R-5Z, R-6A, R-6B, R-6C, R-6D, R-6E, R-6F, R-6G, R-6H, R-6I, R-6J, R-6K, R-6L, R-6M, R-6N, R-6O, R-6P, R-6Q, R-6R, R-6S, R-6T, R-6U, R-6V, R-6W, R-6X, R-6Y, R-6Z, R-7A, R-7B, R-7C, R-7D, R-7E, R-7F, R-7G, R-7H, R-7I, R-7J, R-7K, R-7L, R-7M, R-7N, R-7O, R-7P, R-7Q, R-7R, R-7S, R-7T, R-7U, R-7V, R-7W, R-7X, R-7Y, R-7Z, R-8A, R-8B, R-8C, R-8D, R-8E, R-8F, R-8G, R-8H, R-8I, R-8J, R-8K, R-8L, R-8M, R-8N, R-8O, R-8P, R-8Q, R-8R, R-8S, R-8T, R-8U, R-8V, R-8W, R-8X, R-8Y, R-8Z, R-9A, R-9B, R-9C, R-9D, R-9E, R-9F, R-9G, R-9H, R-9I, R-9J, R-9K, R-9L, R-9M, R-9N, R-9O, R-9P, R-9Q, R-9R, R-9S, R-9T, R-9U, R-9V, R-9W, R-9X, R-9Y, R-9Z, R-10A, R-10B, R-10C, R-10D, R-10E, R-10F, R-10G, R-10H, R-10I, R-10J, R-10K, R-10L, R-10M, R-10N, R-10O, R-10P, R-10Q, R-10R, R-10S, R-10T, R-10U, R-10V, R-10W, R-10X, R-10Y, R-10Z, R-11A, R-11B, R-11C, R-11D, R-11E, R-11F, R-11G, R-11H, R-11I, R-11J, R-11K, R-11L, R-11M, R-11N, R-11O, R-11P, R-11Q, R-11R, R-11S, R-11T, R-11U, R-11V, R-11W, R-11X, R-11Y, R-11Z, R-12A, R-12B, R-12C, R-12D, R-12E, R-12F, R-12G, R-12H, R-12I, R-12J, R-12K, R-12L, R-12M, R-12N, R-12O, R-12P, R-12Q, R-12R, R-12S, R-12T, R-12U, R-12V, R-12W, R-12X, R-12Y, R-12Z, R-13A, R-13B, R-13C, R-13D, R-13E, R-13F, R-13G, R-13H, R-13I, R-13J, R-13K, R-13L, R-13M, R-13N, R-13O, R-13P, R-13Q, R-13R, R-13S, R-13T, R-13U, R-13V, R-13W, R-13X, R-13Y, R-13Z, R-14A, R-14B, R-14C, R-14D, R-14E, R-14F, R-14G, R-14H, R-14I, R-14J, R-14K, R-14L, R-14M, R-14N, R-14O, R-14P, R-14Q, R-14R, R-14S, R-14T, R-14U, R-14V, R-14W, R-14X, R-14Y, R-14Z, R-15A, R-15B, R-15C, R-15D, R-15E, R-15F, R-15G, R-15H, R-15I, R-15J, R-15K, R-15L, R-15M, R-15N, R-15O, R-15P, R-15Q, R-15R, R-15S, R-15T, R-15U, R-15V, R-15W, R-15X, R-15Y, R-15Z, R-16A, R-16B, R-16C, R-16D, R-16E, R-16F, R-16G, R-16H, R-16I, R-16J, R-16K, R-16L, R-16M, R-16N, R-16O, R-16P, R-16Q, R-16R, R-16S, R-16T, R-16U, R-16V, R-16W, R-16X, R-16Y, R-16Z, R-17A, R-17B, R-17C, R-17D, R-17E, R-17F, R-17G, R-17H, R-17I, R-17J, R-17K, R-17L, R-17M, R-17N, R-17O, R-17P, R-17Q, R-17R, R-17S, R-17T, R-17U, R-17V, R-17W, R-17X, R-17Y, R-17Z, R-18A, R-18B, R-18C, R-18D, R-18E, R-18F, R-18G, R-18H, R-18I, R-18J, R-18K, R-18L, R-18M, R-18N, R-18O, R-18P, R-18Q, R-18R, R-18S, R-18T, R-18U, R-18V, R-18W, R-18X, R-18Y, R-18Z, R-19A, R-19B, R-19C, R-19D, R-19E, R-19F, R-19G, R-19H, R-19I, R-19J, R-19K, R-19L, R-19M, R-19N, R-19O, R-19P, R-19Q, R-19R, R-19S, R-19T, R-19U, R-19V, R-19W, R-19X, R-19Y, R-19Z, R-20A, R-20B, R-20C, R-20D, R-20E, R-20F, R-20G, R-20H, R-20I, R-20J, R-20K, R-20L, R-20M, R-20N, R-20O, R-20P, R-20Q, R-20R, R-20S, R-20T, R-20U, R-20V, R-20W, R-20X, R-20Y, R-20Z, R-21A, R-21B, R-21C, R-21D, R-21E, R-21F, R-21G, R-21H, R-21I, R-21J, R-21K, R-21L, R-21M, R-21N, R-21O, R-21P, R-21Q, R-21R, R-21S, R-21T, R-21U, R-21V, R-21W, R-21X, R-21Y, R-21Z, R-22A, R-22B, R-22C, R-22D, R-22E, R-22F, R-22G, R-22H, R-22I, R-22J, R-22K, R-22L, R-22M, R-22N, R-22O, R-22P, R-22Q, R-22R, R-22S, R-22T, R-22U, R-22V, R-22W, R-22X, R-22Y, R-22Z, R-23A, R-23B, R-23C, R-23D, R-23E, R-23F, R-23G, R-23H, R-23I, R-23J, R-23K, R-23L, R-23M, R-23N, R-23O, R-23P, R-23Q, R-23R, R-23S, R-23T, R-23U, R-23V, R-23W, R-23X, R-23Y, R-23Z, R-24A, R-24B, R-24C, R-24D, R-24E, R-24F, R-24G, R-24H, R-24I, R-24J, R-24K, R-24L, R-24M, R-24N, R-24O, R-24P, R-24Q, R-24R, R-24S, R-24T, R-24U, R-24V, R-24W, R-24X, R-24Y, R-24Z, R-25A, R-25B, R-25C, R-25D, R-25E, R-25F, R-25G, R-25H, R-25I, R-25J, R-25K, R-25L, R-25M, R-25N, R-25O, R-25P, R-25Q, R-25R, R-25S, R-25T, R-25U, R-25V, R-25W, R-25X, R-25Y, R-25Z, R-26A, R-26B, R-26C, R-26D, R-26E, R-26F, R-26G, R-26H, R-26I, R-26J, R-26K, R-26L, R-26M, R-26N, R-26O, R-26P, R-26Q, R-26R, R-26S, R-26T, R-26U, R-26V, R-26W, R-26X, R-26Y, R-26Z, R-27A, R-27B, R-27C, R-27D, R-27E, R-27F, R-27G, R-27H, R-27

Current City Zoning Map



[illegible]

**Cost**

**Seaver Road**

**Cost Estimate/ tax records as of March 2017**

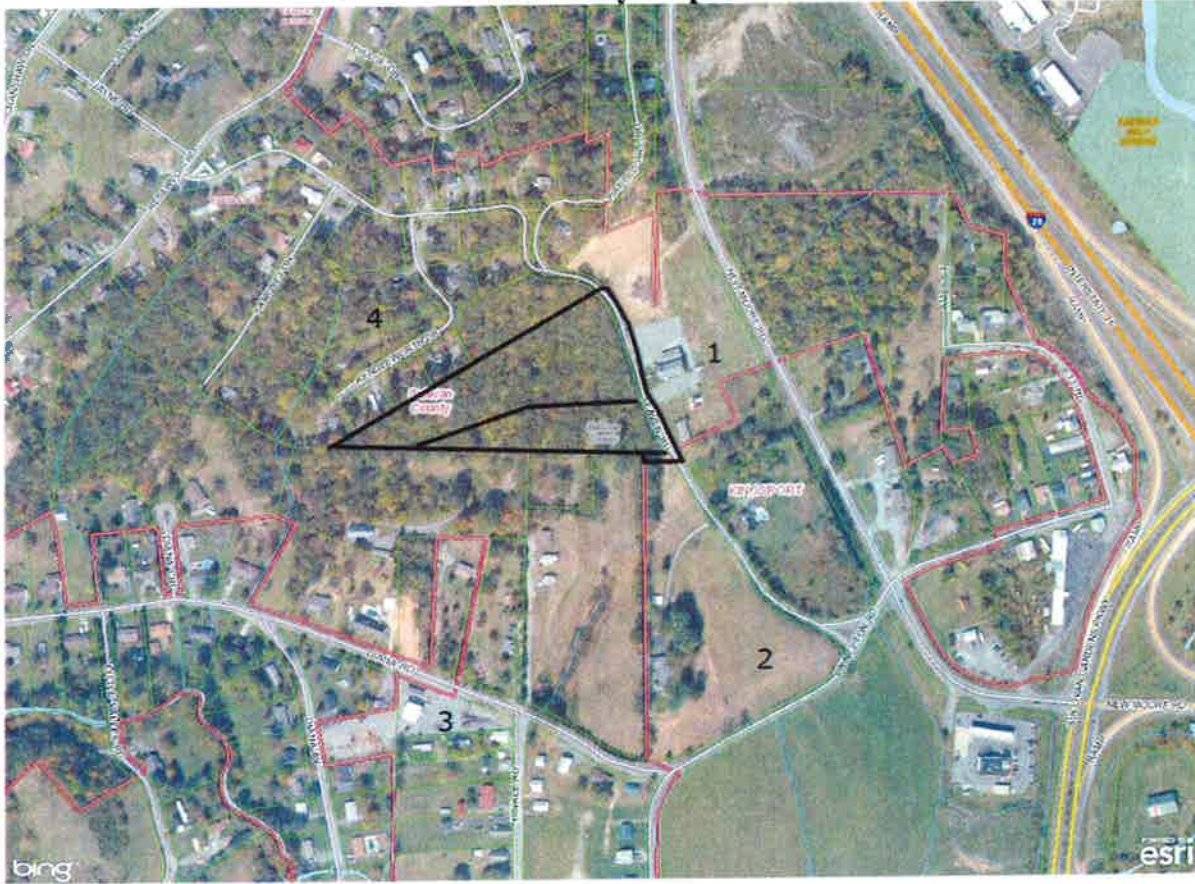
Revenues	One Time	Reoccurring (annual)
Property Taxes	X	\$7,245.00
State Shared	X	\$1,568.00
Sewer Tap/Water Meter	\$18,095.00	X
Water & Sewer Rev (loss) *	X	\$4,822.44
<b>Total</b>	<b>\$18,095.00</b>	<b>\$13,635.44</b>

Proposed Based on 7 New Structures  
 \$2.07 city property taxes  
 (7 houses proposed = \$200,000 value)  
 \$112.00 x 14 residents  
 7 new taps/meters proposed  
 5,000 gallon/month avg

Expenses	One Time	Reoccurring (annual)
<b>Operating Budget</b>		
Police & Fire Service	0.00	0.00
Transit Service	0.00	0.00
Street Lighting	\$2,297.00	\$297.00
Traffic Controls	0.00	0.00
Streets & Sanitation	\$29.00	\$29.00
Subtotal	0.00	0.00
<b>Capital Budget</b>		
Water	\$3,500.00	0.00
Sewer	\$94,000.00	0.00
Streets	0.00	0.00
Subtotal	0.00	0.00
<b>Grand Total</b>	<b>\$99,826.00</b>	<b>\$326.00</b>

2 lights  
 620 linear feet  
 1 hydrant  
 470 linear feet

**Proximity Map**



**Existing Surrounding Land Uses**

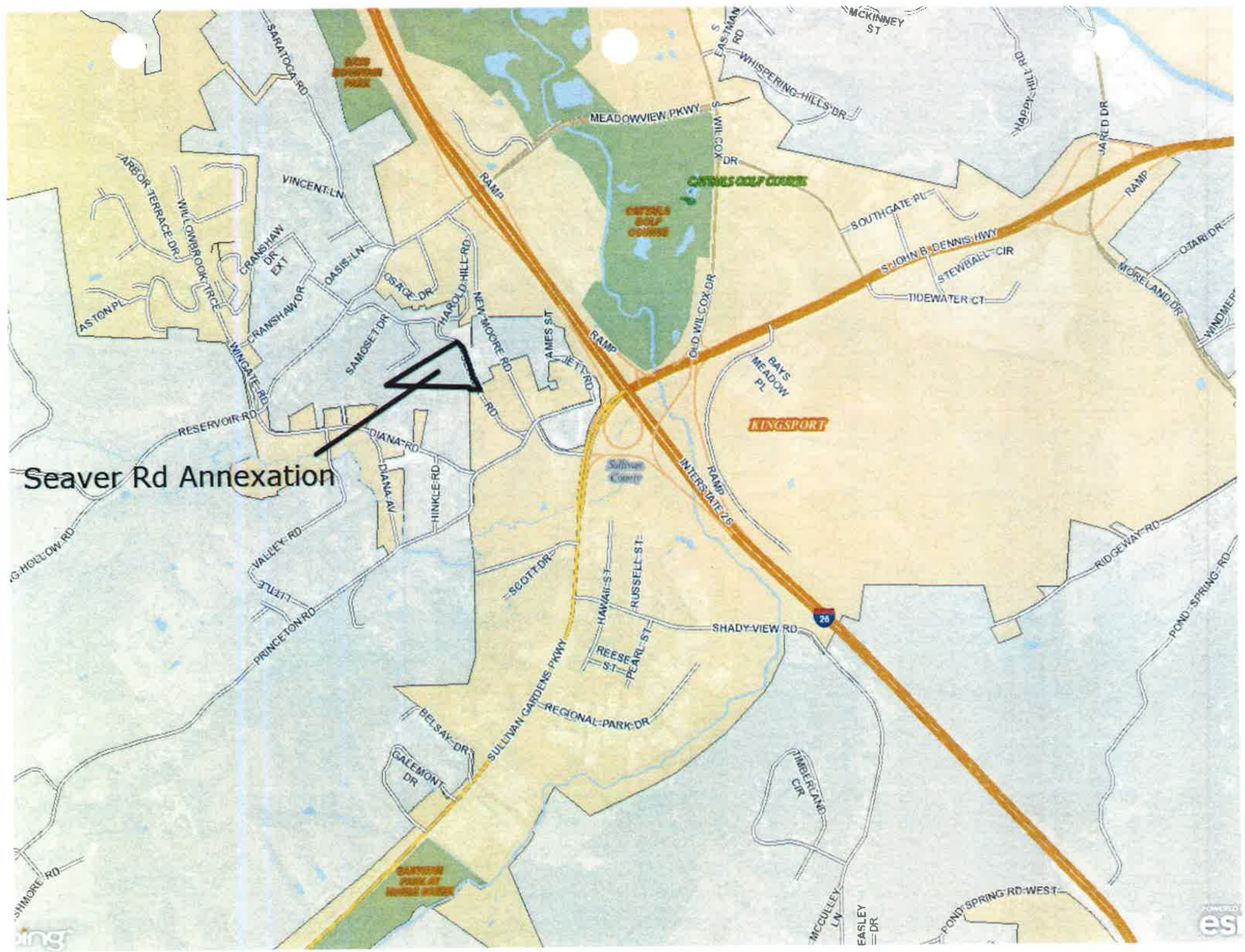
Location	Parcel / Zoning Petition	Zoning / Name	History Zoning Action
East	<b>1</b>	<u>Zone: County R-1</u> Use: Church	No prior action known
Southeast	<b>2</b>	<u>Zone: City R-1B</u> Use: Single Family Residential	Annexed 1999 Princeton Road Annexation
South	<b>3</b>	<u>Zone: County B-3</u> Use: Sull Co Hwy Dept	No prior action known
Northwest	<b>4</b>	<u>Zone: County R-1</u> Use: Single Family Residential	No prior action known



**CONCLUSION**

The Kingsport Planning Division recommends sending a favorable recommendation to the Board of Mayor and Alderman for the annexation, zoning, and Plan of Services for the Seaver Road Annexation based on the following reasons:

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



Seaver Rd Annexation



## AGENDA ACTION FORM

### **Accept Donations for Commissioned Artwork for the Children's Area at the Library and Appropriate Funds**

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

Action Form No.: AF-66-2017  
 Work Session: April 3, 2017  
 First Reading: April 4, 2017

Final Adoption: April 18, 2017  
 Staff Work By: Helen Whittaker  
 Presentation By: Chris McCartt

### **Recommendation:**

Approve the Resolution and Ordinance accepting the donation of 7,068.84.

### **Executive Summary:**

The library is commissioning artwork for the remodeled children's area from Abingdon resident and world renowned fantasy artist and comic-book illustrator, Charles Vess. Mr. Vess has won the world fantasy award – best artist, twice.

The Friends of the Library made a donation to this project in 2016. This additional donation of \$7,068.84 by the Friends will be added to the funds donated to this project in 2016, bringing the total amount of donations in the special project account to \$13,928.84.

Special Project NC1706

### **Attachments:**

1. Resolution
2. Ordinance

Funding source appropriate and funds are available:                     

	Y	N	O
Duncan	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Clark	—	—	—

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION ACCEPTING A DONATION FROM THE  
FRIENDS OF THE KINGSPORT LIBRARY FOR THE PURCHASE  
OF COMMISSIONED ARTWORK FOR THE CHILDREN'S AREA  
AT THE KINGSPORT PUBLIC LIBRARY

WHEREAS, the city would like to accept the donation from the Friends of the Kingsport Public Library in the amount of \$7,068.84 for artwork; and

WHEREAS, the Kingsport Public Library is commissioning artwork for the remodeled children's area from Abingdon, Virginia resident and world renowned fantasy artist and comic-book illustrator, Charles Vess; and

WHEREAS, funding for this project will be in account no. NC1706.

Now therefore,

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

SECTION I. That the donation to the Kingsport Public Library from the Friends of the Public Library in the amount of \$7,068.84 for the commissioning of artwork for the remodeled children's area for use by the public at the Kingsport Public Library is accepted.

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

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

ADOPTED this the 4th day of April, 2017.

\_\_\_\_\_  
JOHN CLARK, Mayor

ATTEST:

\_\_\_\_\_  
JAMES H. DEMMING, City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, City Attorney

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE TO AMEND THE GENERAL PROJECT-SPECIAL REVENUE FUND BUDGET BY APPROPRIATING DONATED FUNDS TO THE LIBRARY CHILDREN'S ARTWORK PROJECT FOR FOR THE YEAR ENDING JUNE 30, 2017; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Project-Special Revenue Fund budget be amended by appropriating funds received from the Friends of the Library in the amount \$7,069 to the Children's Artwork project (NC1706).

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b>Fund 111: General Project-Special Rev. Fund</b>			
<b>Children's Artwork project (NC1706)</b>			
<b><u>Revenues:</u></b>	\$	\$	\$
111-0000-364-1000 From Individuals	1,000	0	1,000
111-0000-364-3000 From Non-Profit	6,860	7,069	13,929
<b>Totals:</b>	<b>7,860</b>	<b>7,069</b>	<b>14,929</b>
<b><u>Expenditures:</u></b>	\$	\$	\$
111-0000-601-3020 Operating Supplies & Tools	7,860	7,069	14,929
<b>Totals:</b>	<b>7,860</b>	<b>7,069</b>	<b>14,929</b>

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

\_\_\_\_\_  
JOHN CLARK, Mayor

ATTEST:

\_\_\_\_\_  
ANGIE MARSHALL  
Deputy City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, City Attorney

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



## AGENDA ACTION FORM

### Appropriating Funds Received from Sullivan County

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

Action Form No.: AF-77-2017  
 Work Session: April 3, 2017  
 First Reading: April 4, 2017

Final Adoption: April 18, 2017  
 Staff Work By: Lyle Ailshie/Jeff Fleming  
 Presentation By: Ailshie/Fleming

### Recommendation:

Approve the Ordinance.

### Executive Summary:

As a result of the City-County school facilities plan, the County recently issued bonds totaling \$140,000,000. City schools (Kingsport, Bristol & Johnson City) are entitled to a portion of these funds based on the percentage of their students that reside in Sullivan County. This is because city residents also pay county taxes which support the county debt (TCA 49-3-1003).

Kingsport agreed to forego \$20,000,000 of these funds in return for transferring the Sullivan North facility from county to city ownership. This ordinance will appropriate the remaining bond proceeds of \$25,281,286, which is \$2,181,286 higher than originally estimated due to Kingsport City Schools having a higher percentage of countywide students by the time the bonds were sold.

Early expenses for the Regional Science & Technology Center (at Dobyns-Bennett High School) and North facilities assessment were transferred from existing capital projects, which will be restored. The balance will be available for future school capital needs. They can be flexed as necessary for use at North or D-B (or any other school capital projects should they not be needed at either).

	Original estimate	Actual
County bond proceeds	\$ 43,100,000	\$ 45,281,286
Regional Science & Technology Center (at Dobyns-Bennett HS)	\$ 22,000,000	\$ 22,000,000
Paid by City to County for North	\$ 20,000,000	\$ 20,000,000
Balance for renovations of North	\$ 1,100,000	\$ 1,100,000
Balance for other school capital needs		\$ 2,181,286

### Attachments:

1. Ordinance

Funding source appropriate and funds are available:

	Y	N	O
Duncan	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Clark	—	—	—

ORDINANCE NO. \_\_\_\_\_

# PRE-FILED CITY RECORDER

AN ORDINANCE TO AMEND THE GENERAL PURPOSE SCHOOL FUND AND THE GENERAL PROJECT FUND BUDGETS BY APPROPRIATING FUNDS RECEIVED FROM SULLIVAN COUNTY FOR THE YEAR ENDING JUNE 30, 2017; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Purpose School Fund budget be amended by appropriated funds received from proceeds of the sale of bonds issued for school use by Sullivan county in the amount of \$25,281,286 and by amending the General Project Fund by transferring \$21,700,000 to the DB Science and Technology Center project (GP1620), by transferring \$1,075,000 to the Sullivan North Renovation project (GP1733), by transferring \$2,181,286 to a new project for Future School Capital Needs (GP1737), by transferring \$200,000 to the Overlook Road Improvement project (GP1736) and by transferring \$125,000 to the School Improvements project (GP1513).

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b><u>Fund 141: General Purpose School Fund</u></b>			
<b><u>Revenues:</u></b>	\$	\$	\$
141-0000-399-9100 Bond Proceeds	20,000,000	25,281,286	45,281,286
<b><u>Totals:</u></b>	<b>20,000,000</b>	<b>25,281,286</b>	<b>45,281,286</b>

<b><u>Expenditures:</u></b>	\$	\$	\$
141-7950-881-0590 Educational Improvements	20,367,350	25,281,286	45,648,636
<b><u>Totals:</u></b>	<b>20,367,350</b>	<b>25,281,286</b>	<b>45,648,636</b>

<b><u>Fund 311: General Project Fund</u></b>			
<b><u>DB Science and Tech Center (GP1620)</u></b>			
<b><u>Revenues:</u></b>	\$	\$	\$
311-0000-368-1041 Series 2012 C GO Pub Imp	200,000	0	200,000
311-0000-368-1047 Series 2014 A GO Bonds	100,000	0	100,000
311-0000-391-2100 From School Fund	0	21,700,000	21,700,000
<b><u>Totals:</u></b>	<b>300,000</b>	<b>21,700,000</b>	<b>22,000,000</b>

<b><u>Expenditures:</u></b>	\$	\$	\$
311-0000-601-2022 Construction Contracts	0	18,900,000	18,900,000
311-0000-601-2023 Arch/Eng/Landscaping	300,000	900,000	1,200,000
311-0000-601-9004 Equipment	0	1,900,000	1,900,000
<b><u>Totals:</u></b>	<b>300,000</b>	<b>21,700,000</b>	<b>22,000,000</b>

<b><u>Fund 311: General Project Fund</u></b>			
<b><u>Sullivan North Renovations (GP1733)</u></b>			
<b><u>Revenues:</u></b>	\$	\$	\$
311-0000-368-1051 Series 2015 A GO Bonds	25,000	0	25,000

311-0000-391-2100 From School Fund

**Totals:**

0	1,075,000	1,075,000
<b>25,000</b>	<b>1,075,000</b>	<b>1,100,000</b>

**Expenditures:**

311-0000-601-2023 Arch/Eng/Landscaping

311-0000-601-9003 Improvements

**Totals:**

\$	\$	\$
25,000	0	25,000
0	1,075,000	1,075,000
<b>25,000</b>	<b>1,075,000</b>	<b>1,100,000</b>

**Fund 311: General Project Fund**

**Future School Capital Projects (GP1737)**

**Revenues:**

311-0000-391-2100 From School Fund

**Totals:**

\$	\$	\$
0	2,181,286	2,181,286
<b>0</b>	<b>2,181,286</b>	<b>2,181,286</b>

**Expenditures:**

311-0000-601-9003 Improvements

**Totals:**

\$	\$	\$
0	2,181,286	2,181,286
<b>0</b>	<b>2,181,286</b>	<b>2,181,286</b>

**Fund 311: General Project Fund**

**Overlook Road Improvements (GP1736)**

**Revenues:**

311-0000-391-2100 From School Fund

**Totals:**

\$	\$	\$
0	200,000	200,000
<b>0</b>	<b>200,000</b>	<b>200,000</b>

**Expenditures:**

311-0000-601-9003 Improvements

**Totals:**

\$	\$	\$
0	200,000	200,000
<b>0</b>	<b>200,000</b>	<b>200,000</b>

**Fund 311: General Project Fund**

**School Improvements (GP1513)**

**Revenues:**

311-0000-368-1047 Series 2014 A GO Bonds

311-0000-368-1051 Series 2015 A (Oct) GO PI

311-0000-368-2101 Premium From Bond Sale

311-0000-391-2100 From School Fund

**Totals:**

\$	\$	\$
953,977	0	953,977
319,564	0	319,564
122,363	0	122,363
0	125,000	125,000
<b>1,395,904</b>	<b>125,000</b>	<b>1,520,904</b>

**Expenditures:**

311-0000-601-2022 Construction Contracts

311-0000-601-2023 Arch/Eng/Landscaping

311-0000-601-4041 Bond Sale Expense

311-0000-601-9003 Improvements

**Totals:**

\$	\$	\$
724,356	701,144	1,425,500
34,500	40,000	74,500
20,904	0	20,904
616,144	(616,144)	0
<b>1,395,904</b>	<b>125,000</b>	<b>1,520,904</b>

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

\_\_\_\_\_  
JOHN CLARK, Mayor

ATTEST:

\_\_\_\_\_  
ANGIE MARSHALL  
Deputy City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: \_\_\_\_\_

PASSED ON 2ND READING: \_\_\_\_\_



## AGENDA ACTION FORM

### **Award Contract and Transfer Funds for Sanitary Sewer Facilities and Waterline Upgrades – Colonial Heights Phase 5 Project**

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

Action Form No.: AF-52-2017  
 Work Session: April 3, 2017  
 First Reading: April 4, 2017

Final Adoption: April 18, 2017  
 Staff Work By: Committee  
 Presentation By: R. McReynolds

#### **Recommendation:**

Approve the Resolution and Budget Ordinance.

#### **Executive Summary:**

Bids were opened for the Sanitary Sewer Facilities and Waterline Upgrades - Colonial Heights Phase V project on March 23, 2017. This project consists of construction of approximately 19,500 LF sanitary sewer infrastructure, including manholes and laterals; approximately 510 LF of waterlines, including appurtenances; approximately 270 LF of storm water line and appurtenances; and asphalt paving and associated site work. The construction shall be completed by November 30, 2017.

City staff reviewed the bids and recommends awarding the contract to the apparent low bidder, Merkel Brother's Construction as follows:

Base Bid .....	\$2,291,714.00
Engineering Fees 14% .....	340,090.00
Contingency 6% .....	137,503.00
Total Project Cost .....	\$2,769,307.00

A budget ordinance appropriating funds to WA1709 from WA1404 is requested.

The project will be funded using project numbers WA1709, SW1512, ST1709, and NC1701.

Engineering estimate for the base bid of the referenced project was \$2,687,653.00

#### **Attachments:**

1. Contract Award Resolution
2. Budget Ordinance
3. Bid Opening Minutes
4. Location Map
5. Bid Tabulation

Funding source appropriate and funds are available:

	Y	N	O
Duncan	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Clark	—	—	—

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AWARDDING THE BID FOR SANITARY SEWER FACILITIES AND WATERLINE UPGRADES – COLONIAL HEIGHTS PHASE V PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR THE SAME AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, bids were opened for the Sanitary Sewer Facilities and Waterline Upgrades – Colonial Heights Phase V project on March 23, 2017; and

WHEREAS, the project consists of construction of approximately 19,500 linear feet sanitary sewer infrastructure, including manholes and laterals; approximately 510 linear feet of waterlines, including appurtenances; approximately 270 linear feet of storm water line and appurtenances; and asphalt paving and associated site work; and

WHEREAS, the construction will be completed by November 30, 2017; and

WHEREAS, upon review of the bids, the board finds Merkel Brothers Construction is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to enter into an agreement with Merkel Brothers Construction with a bid of \$2,291,714.00; and

WHEREAS, the project will be funded using project numbers WA1709, SW1512, ST1709 and NC1701.

Now therefore,

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

SECTION I. That the bid for the Sanitary Sewer Facilities and Waterline Upgrades – Colonial Heights Phase V project, at a cost of \$2,291,714.00, is awarded to Merkel Brothers Construction, and the mayor is authorized to execute an agreement for same and all documents necessary and proper to effectuate the purpose of the agreement.

SECTION II. That the board finds that the actions authorized by this resolution are for a public purpose and will promote the health, comfort and prosperity of the 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 4th day of April, 2017.

\_\_\_\_\_  
JOHN CLARK, MAYOR

ATTEST:

\_\_\_\_\_  
JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

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J. MICHAEL BILLINGSLEY, CITY ATTORNEY

PRE-FILED  
CITY RECORDER

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE TO AMEND THE WATER PROJECT FUND  
BY TRANSFERRING FUNDS TO THE COLONIAL HEIGHTS  
PHASE V PROJECT FOR THE YEAR ENDING JUNE 30, 2017;  
AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Water Project Fund budget be amended by transferring \$55,625 from the Annex/Fire Hydrants project (WA1404) to the Colonial Heights Phase V project (WA1709).

**Account Number/Description:**

**Fund 451 Water Fund**

**Annex/Fire Hydrants (WA1404)**

**Revenues:**

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

**Totals:**

**Budget**

**Incr/<Decr>**

**New Budget**

\$	\$	\$
206,790	(55,625)	151,165
26,047	0	26,047
56,207	0	56,207
<b>289,044</b>	<b>(55,625)</b>	<b>233,419</b>

**Expenditures:**

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

**Totals:**

216,230	(55,625)	160,605
72814	0	72,814
<b>289,044</b>	<b>(55,625)</b>	<b>233,419</b>

**Fund 451 Water Fund**

**Colonial Heights Phase V (WA1709)**

**Revenues:**

451-0000-391-0529 Series 2013B GO Pub Imp

**Totals:**

\$	\$	\$
0	55,625	55,625
<b>0</b>	<b>55,625</b>	<b>55,625</b>

**Expenditures:**

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

**Totals:**

0	7,100	7,100
0	48,525	48,525
<b>0</b>	<b>55,625</b>	<b>55,625</b>

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

\_\_\_\_\_  
JOHN CLARK, Mayor

ATTEST:

\_\_\_\_\_  
ANGELA L. MARSHALL  
Deputy City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: \_\_\_\_\_

PASSED ON 2ND READING: \_\_\_\_\_

MINUTES  
BID OPENING  
March 23, 2017  
4:00 P.M.

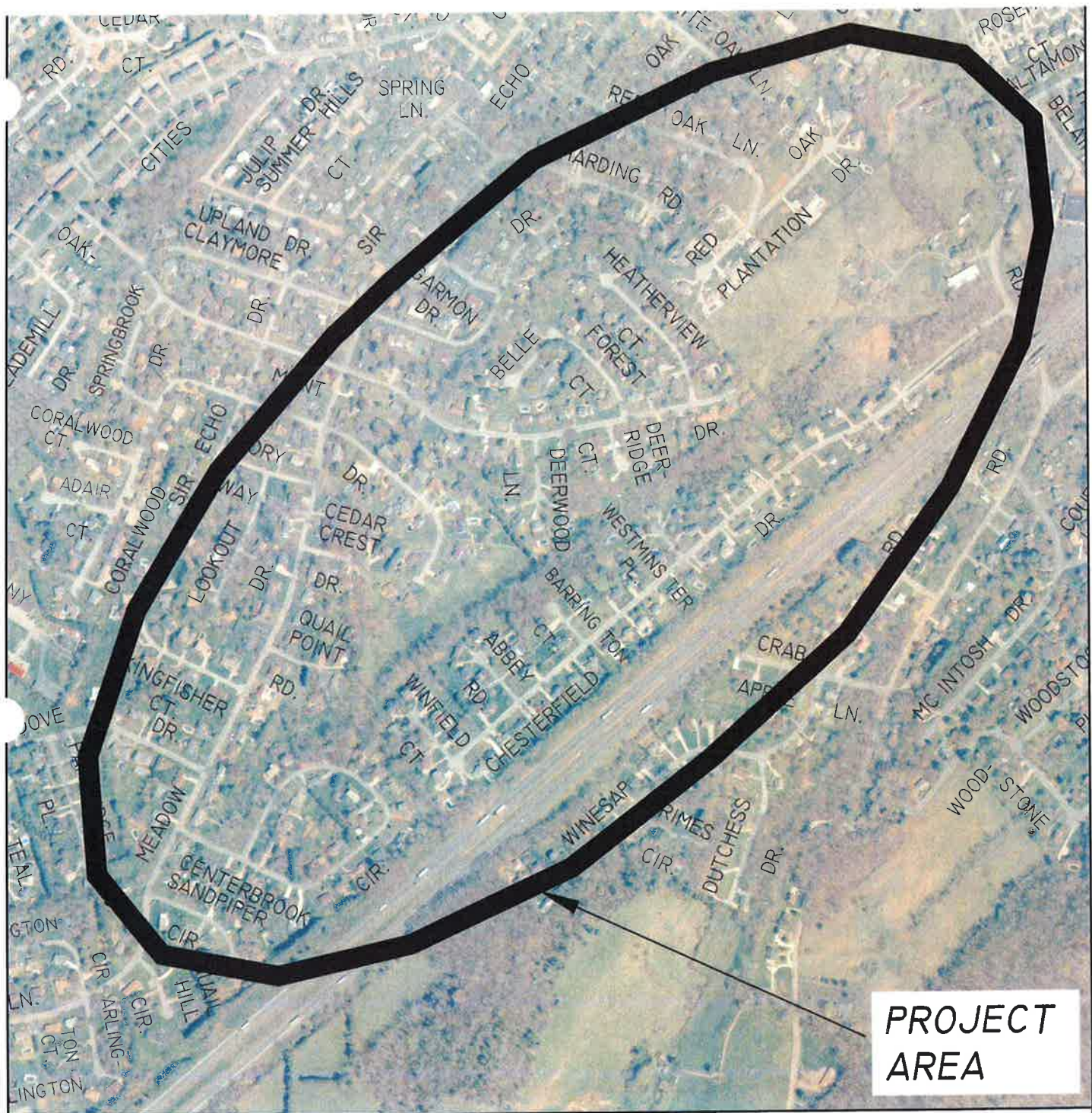
Present: Sandy Crawford, Procurement Manager; Brent Morelock, Assistant Procurement Manager; and Mike Hickman, Engineering Dept.

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

The Procurement Manager opened with the following bids:

SANITARY SEWER FACILITIES AND WATERLINE UPGRADES COLONIAL HEIGHTS PHASE 5		
Vendor:	Total Cost:	Comments:
Merkel Brothers Construction	\$2,423,489.00	White out used and initialed.
East TN Turf and Landscape	\$2,466,419.00	N/A
Summers-Taylor	\$2,895,429.60	N/A

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



**PROPOSED SANITARY SEWER FACILITIES  
COLONIAL HEIGHTS PHASE V**

**FIGURE 1 - LOCATION MAP**

**BID TABULATION - SANITARY SEWER FACILITIES & WATERLINE UPGRADES COLONIAL HEIGHTS PHASE V**

ITEM NO	QUAN	UNIT	DESCRIPTION	MERKEL BROTHERS		EAST TN TURF & LANDSCAPING		SUMMERS TAYLOR, INC.	
				UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	1,264	T	CRUSHED STONE FOR PAVEMENT MAINTENANCE AND SHOULDER REPLACEMENT (SECTION 31 23 33)	\$ 1.00	\$ 1,264.00	\$ 1.00	\$ 1,264.00	\$ 10.00	\$ 12,640.00
2	1	LS	MOBILIZATION, CLEARING AND GRUBBING (SECTION 31 11 00)	\$ 100,000.00	\$ 100,000.00	\$ 180,000.00	\$ 180,000.00	\$ 125,000.00	\$ 125,000.00
3	1	LS	PROTECTION OF LIVING SHRUBS AND TREES (SECTION 31 11 00)	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00	\$ 3,830.00	\$ 3,830.00
4	9,300	T	CRUSHED STONE FOR BACKFILL @ ROAD & DRIVEWAY CROSSINGS (SECTION 31 23 33)	\$ 22.00	\$ 204,600.00	\$ 24.00	\$ 223,200.00	\$ 28.00	\$ 260,400.00
5	9,340	CY	SOLID ROCK EXCAVATION IN TRENCH ALLOWANCE (SECTION 31 23 33)	\$ 35.00	\$ 326,900.00	\$ 35.00	\$ 326,900.00	\$ 35.00	\$ 326,900.00
6	80	LF	18" CMP STORM SEWER IF REQ'D (SECTION 33 40 00)	\$ 30.00	\$ 2,400.00	\$ 10.00	\$ 800.00	\$ 32.01	\$ 2,560.80
7	10	LF	24" CMP STORM SEWER IF REQ'D (SECTION 33 40 00)	\$ 45.00	\$ 450.00	\$ 10.00	\$ 100.00	\$ 55.50	\$ 555.00
8	1,259	LF	FENCE REPLACEMENT (MATCH EXIST) (IF NECESSARY)(SECTION 32 31 13)	\$ 15.00	\$ 18,885.00	\$ 10.00	\$ 12,590.00	\$ 21.50	\$ 27,069.50
9	1	LS	SEEDING WITH MULCH (SECTION 32 92 20)	\$ 125,000.00	\$ 125,000.00	\$ 80,000.00	\$ 80,000.00	\$ 75,000.00	\$ 75,000.00
10	540	GA	TACK COAT (SECTION 32 12 16)	\$ 3.00	\$ 1,620.00	\$ 4.00	\$ 2,160.00	\$ 3.70	\$ 1,998.00
11	860	T	ASPHALT BINDER 4" IN TRENCH (SECTION 32 12 16)	\$ 86.00	\$ 73,960.00	\$ 110.00	\$ 94,600.00	\$ 119.00	\$ 102,340.00
12	1,900	T	ASPHALT TOPPING 1-1/4" - TDOT E MIX (SECTION 32 12 16)	\$ 80.00	\$ 152,000.00	\$ 90.00	\$ 171,000.00	\$ 99.65	\$ 189,335.00
13	1	LS	SOIL & EROSION CONTROL (SECTION 31 25 13)	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 15,800.00	\$ 15,800.00
14	19,120	LF	8" PVC GRAVITY SEWER PIPE (SECTION 33 30 00)	\$ 36.50	\$ 697,880.00	\$ 34.75	\$ 664,420.00	\$ 49.50	\$ 946,440.00
15	3,540	LF	6" PVC SEWER (SECTION 33 30 00)	\$ 25.00	\$ 88,500.00	\$ 24.00	\$ 84,960.00	\$ 45.00	\$ 159,300.00
16	333	LF	8" HDPE SEWER (SECTION 33 30 00)	\$ 45.00	\$ 14,985.00	\$ 50.00	\$ 16,650.00	\$ 64.00	\$ 21,312.00
17	326	LF	6" HDPE SEWER (SECTION 33 30 00)	\$ 40.00	\$ 13,040.00	\$ 40.00	\$ 13,040.00	\$ 60.00	\$ 19,560.00
18	162	EA	SEWER LATERAL ASSEMBLIES (8x8x6 PVC TEES) (SECTION 33 30 00)	\$ 150.00	\$ 24,300.00	\$ 150.00	\$ 24,300.00	\$ 48.50	\$ 7,857.00
19	174	EA	CLEANOUT ASSEMBLIES @ LATERALS (SECTION 33 30 00)	\$ 350.00	\$ 60,900.00	\$ 375.00	\$ 65,250.00	\$ 295.00	\$ 51,330.00
20	107	EA	STANDARD SEWER MANHOLES (SECTION 33 30 00)	\$ 2,150.00	\$ 230,050.00	\$ 2,000.00	\$ 214,000.00	\$ 2,450.00	\$ 262,150.00
21	1	EA	ADJUST EXISTING MANHOLES (SECTION 33 30 00)	\$ 1,500.00	\$ 1,500.00	\$ 500.00	\$ 500.00	\$ 1,010.00	\$ 1,010.00
22	1	EA	WATERTIGHT LIDS & CASTINGS (SECTION 33 30 00)	\$ 500.00	\$ 500.00	\$ 400.00	\$ 400.00	\$ 433.00	\$ 433.00
23	67	VF	EXTRA DEPTH MANHOLE (SECTION 33 30 00)	\$ 250.00	\$ 16,750.00	\$ 200.00	\$ 13,400.00	\$ 185.00	\$ 12,395.00

ITEM NO	QUAN	UNIT	DESCRIPTION	MERKEL BROTHERS		EAST TN TURF & LANDSCAPING		SUMMERS TAYLOR, INC.	
				UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
24	48	VF	MANHOLE REHABILITATION/COATING	\$ 250.00	\$ 12,000.00	\$ 300.00	\$ 14,400.00	\$ 186.00	\$ 8,928.00
25	1	LS	LANDSCAPING ALLOWANCE (SEE GENERAL NOTES)	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
STORM SEWER QUANTITIES									
26	445	LF	18" HDPE STORM PIPE	\$ 45.00	\$ 20,025.00	\$ 51.00	\$ 22,695.00	\$ 62.00	\$ 27,590.00
27	1	EA	CONCRETE ENDWALL	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,160.00	\$ 1,160.00
28	2	EA	CONNECTION TO EXISTING CATCH BASIN	\$ 1,500.00	\$ 3,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,230.00	\$ 2,460.00
WATERLINE QUANTITIES									
29	3,940	CY	SOLID ROCK EXCAVATION IN TRENCH ALLOWANCE	\$ 35.00	\$ 137,900.00	\$ 35.00	\$ 137,900.00	\$ 35.00	\$ 137,900.00
30	510	LF	6" CEMENT LINED DUCTILE IRON WATER PIPE CLASS 350 200 PSI WORKING PRESS (SECTION 33 11 00)	\$ 40.00	\$ 20,400.00	\$ 42.00	\$ 21,420.00	\$ 55.50	\$ 28,305.00
31	10	LF	2" PVC WATER LINE (SECTION 33 11 00)	\$ 30.00	\$ 300.00	\$ 30.00	\$ 300.00	\$ 33.00	\$ 330.00
32	2	EA	CONNECT TO EXISTING METERS 3/4" & 1" COPPER SERVICE - SHORT SERVICE WITH METER BOX AND SETTER (SECTION 33 11 01)	\$ 800.00	\$ 1,600.00	\$ 900.00	\$ 1,800.00	\$ 816.15	\$ 1,632.30
33	4	EA	CONNECT TO EXISTING METERS 3/4" & 1" COPPER SERVICE - LONG SERVICE WITH METER BOX AND SETTER (SECTION 33 11 01)	\$ 1,200.00	\$ 4,800.00	\$ 2,000.00	\$ 8,000.00	\$ 2,050.00	\$ 8,200.00
34	2	EA	FIRE HYDRANT ASSEMBLY ASSEMBLIES (SECTION 33 11 00)	\$ 4,000.00	\$ 8,000.00	\$ 5,000.00	\$ 10,000.00	\$ 4,090.00	\$ 8,180.00
35	1	EA	2" BRONZE GATE VALVE AND BOX (SECTION 33 11 00)	\$ 500.00	\$ 500.00	\$ 700.00	\$ 700.00	\$ 732.00	\$ 732.00
36	1	EA	2" BLOW-OFF ASSEMBLY PSI (SECTION 33 11 00)	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00	\$ 1,270.00	\$ 1,270.00
37	1	EA	6" WET TAP TAPPING SLEEVE & VALVE (SECTION 33 11 00)	\$ 2,500.00	\$ 2,500.00	\$ 4,000.00	\$ 4,000.00	\$ 3,920.00	\$ 3,920.00
ROAD IMPROVEMENTS PAVING QUANTITIES									
38	2,200	SY	MILLING - 1.25" THICK	\$ 5.00	\$ 11,000.00	\$ 5.00	\$ 11,000.00	\$ 17.50	\$ 38,500.00
39	60	GA	TACK COAT (SECTION 32 12 16)	\$ 3.00	\$ 180.00	\$ 4.00	\$ 240.00	\$ 3.80	\$ 228.00
40	160	T	ASPHALT TOPPING 1-1/4" - TDOT E MIX (SECTION 32 12 16)	\$ 80.00	\$ 12,800.00	\$ 95.00	\$ 15,200.00	\$ 118.00	\$ 18,880.00
PROJECT TOTAL:				\$ 2,423,489.00		\$ 2,466,719.00		\$ 2,923,429.60	
						BID PROPOSAL		BID PROPOSAL	

BID PROPOSAL  
\$10,500.00



## AGENDA ACTION FORM

### Amend the Senior Advisory Council Funds/Senior Trips

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

Action Form No.: AF-79-2017  
 Work Session: April 3, 2017  
 First Reading: April 4, 2017

Final Adoption: April, 18, 2017  
 Staff Work By: Shirley Buchanan  
 Presentation By: Shirley Buchanan

### Recommendation:

Approve the Ordinance.

### Executive Summary:

Participation in the Kingsport Senior Center has increased and especially in the trips taken. The additional funds requested are needed as a result of the additional participation and additional revenue collected for trips. Trips that have had unexpected high participation are Charleston, Ohio, and Alaska.

Funding is from self-funded senior participation.

### Attachments:

1. Ordinance

Funding source appropriate and funds are available:

	<u>Y</u>	<u>N</u>	<u>O</u>
Duncan	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Clark	—	—	—

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE TO AMEND THE SENIOR CITIZENS ADVISORY FUND BUDGET BY APPROPRIATING FUNDS RECEIVED FROM SENIOR CITIZENS THE YEAR ENDING JUNE 30, 2017; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Senior Citizen's Advisory Board operating budget be amended by appropriating funds received from senior citizens in the amount of \$55,000 to participate in senior trips.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b><u>Fund 616: Senior Citizen's Advisory Board</u></b>			
<b><u>Revenues:</u></b>	\$	\$	\$
616-0000-341-1075 Senior Trips	221,000	55,000	276,000
<b><i>Totals:</i></b>	<b>221,000</b>	<b>55,000</b>	<b>276,000</b>
 <b><u>Expenditures:</u></b>	 \$	 \$	 \$
616-4524-472-2048 Senior Trips-Travel	221,000	55,000	276,000
<b><i>Totals:</i></b>	<b>221,000</b>	<b>55,000</b>	<b>276,000</b>

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

\_\_\_\_\_  
JOHN CLARK, Mayor

ATTEST:

\_\_\_\_\_  
ANGIE MARSHALL  
Deputy City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: \_\_\_\_\_

PASSED ON 2ND READING: \_\_\_\_\_



## AGENDA ACTION FORM

### **Enter into a Materials Agreement with Danny Karst Related to Edinburgh Phase 10 Development and Appropriate the Funds**

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

Action Form No.: AF-59-2017  
 Work Session: March 21, 2017  
 First Reading: March 21, 2017

Final Adoption: April 4, 2017  
 Staff Work By: R. McReynolds  
 Presentation By: R. McReynolds

#### **Recommendation:**

Approve the ~~Resolution~~ and Ordinance.

#### **Executive Summary:**

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

Pursuant to the policy, Danny Karst has requested that his proposed development, Edinburgh Phase 10, be allowed to participate in the materials agreement program. The total amount of the agreement is proposed at \$38,265.22 for a new ten (10) lot development.

To date, including this development, the program has supported 835 new/proposed lots within the City of Kingsport. Of those lots, 407 Building Permits and 334 Certificates of Occupancy have been issued to date.

#### **Attachments:**

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

Funding source appropriate and funds are available: \_\_\_\_\_

	Y	N	O
Duncan	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Clark	—	—	—



## AGENDA ACTION FORM

### Enter into a Materials Agreement with Danny Karst Related to Edinburgh Phase 10 Development and Appropriate the Funds

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

Action Form No.: AF-59-2017  
Work Session: March 21, 2017  
First Reading: March 21, 2017

Final Adoption: April 4, 2017  
Staff Work By: R. McReynolds  
Presentation By: R. McReynolds

#### Recommendation:

Approve the Resolution and Ordinance.

#### Executive Summary:

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

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To date, including this development, the program has supported 835 new/proposed lots within the City of Kingsport. Of those lots, 407 Building Permits and 334 Certificates of Occupancy have been issued to date.

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

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Duncan	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Clark	—	—	—

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A MATERIALS AGREEMENT WITH DANNY KARST RELATED TO EDINBURG SOUTH PHASE 10 DEVELOPMENT AND AUTHORIZING THE MAYOR TO SIGN ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, pursuant to the Materials Agreement Policy as set forth in Resolution 2007-084, Danny Karst would like to enter into a Materials Agreement for the provision of certain water and sewer materials by the city for Edinburg South Phase 10, a 10 lot development; and

WHEREAS, the total amount of the agreement as proposed is \$38,265.22;

Now, therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized and directed to execute, in a form approved by the city attorney, a Materials Agreement with Danny Karst to provide certain water and sewer materials by the city for Edinburg South Phase 10, in the amount of \$38,265.22, and the mayor is further authorized and directed to execute all documents necessary and proper to effectuate the purpose of the agreement.

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

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

ADOPTED this the 21st day of March, 2017.

\_\_\_\_\_  
JOHN CLARK, MAYOR

ATTEST:

\_\_\_\_\_  
JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, CITY ATTORNEY

## ORDINANCE NO. \_\_\_\_\_

PRE-FILED  
CITY RECORDER

AN ORDINANCE TO AMEND THE WATER AND SEWER PROJECT FUNDS BY TRANSFERRING FUNDS TO THE EDINBURGH PHASE 10 MATERIALS AGREEMENT PROJECTS (WA1786 AND SW1786); AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Water Fund project and the Sewer Fund project budgets be amended by decreasing the funds transferred from the Water Fund operating budget by \$21,755 and by decreasing the funds transferred from the Sewer Fund operating budget by \$13,191 to the Edinburgh South Phase 1 projects (WA1786 and SW1786) to fund the materials agreement.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b>Water Project Fund:451</b>			
<b>Edinburgh South Phase 1 (WA1786)</b>			
<b>Revenues</b>			
451-0000-391-4500 From the Water Fund	0	21,755	21,755
<b>Totals:</b>	<b>0</b>	<b>21,755</b>	<b>21,755</b>
<b>Expenditures:</b>			
451-0000-605-9003 Improvements	0	21,755	21,755
<b>Totals:</b>	<b>0</b>	<b>21,755</b>	<b>21,755</b>
<b>Sewer Project Fund:452</b>			
<b>Edinburgh South Phase1 (SW1786)</b>			
<b>Revenues</b>			
452-0000-391-4200 From the Sewer Fund	0	13,191	13,191
<b>Totals:</b>	<b>0</b>	<b>13,191</b>	<b>13,191</b>
<b>Expenditures:</b>			
452-0000-606-9003 Improvements	0	13,191	13,191
<b>Totals:</b>	<b>0</b>	<b>13,191</b>	<b>13,191</b>

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

\_\_\_\_\_  
JOHN CLARK, Mayor

ATTEST:

\_\_\_\_\_  
JAMES H. DEMMING  
City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: \_\_\_\_\_

PASSED ON 2ND READING: \_\_\_\_\_

## MATERIALS AGREEMENT

This AGREEMENT, made and entered into on this 1st day of March, 2017, by and between Danny Karst, hereinafter "Developer", and the City of Kingsport, Tennessee, a municipal corporation, hereinafter "City".

### WITNESSETH:

1. The Developer has subdivided a tract of land known as Edinburgh Phase 10, and preliminary approval having been heretofore granted by the Planning Commission.

2. The plans for the proposed water and sewer line improvement of the subdivided property have been submitted to and approved by the City of Kingsport, City Engineer and will require 1190 LF of waterline and 1500 LF of sewerline to construct.

3. The estimated cost of the materials listed in paragraph 2 above is approximately \$38,265.22. The Developer will purchase this material from the City for use for construction pursuant to this contract only.

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

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

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

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

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

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

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

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

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

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

  
Developer

\_\_\_\_\_  
John Clark, Mayor

Attest:

Approved as to form.

\_\_\_\_\_  
James Demming, City Recorder

\_\_\_\_\_  
J. Michael Billingsley, City Attorney

## Materials Agreement

Project: Edinburgh 10  
 Date: February 24, 2017  
 Developer: Danny Karst

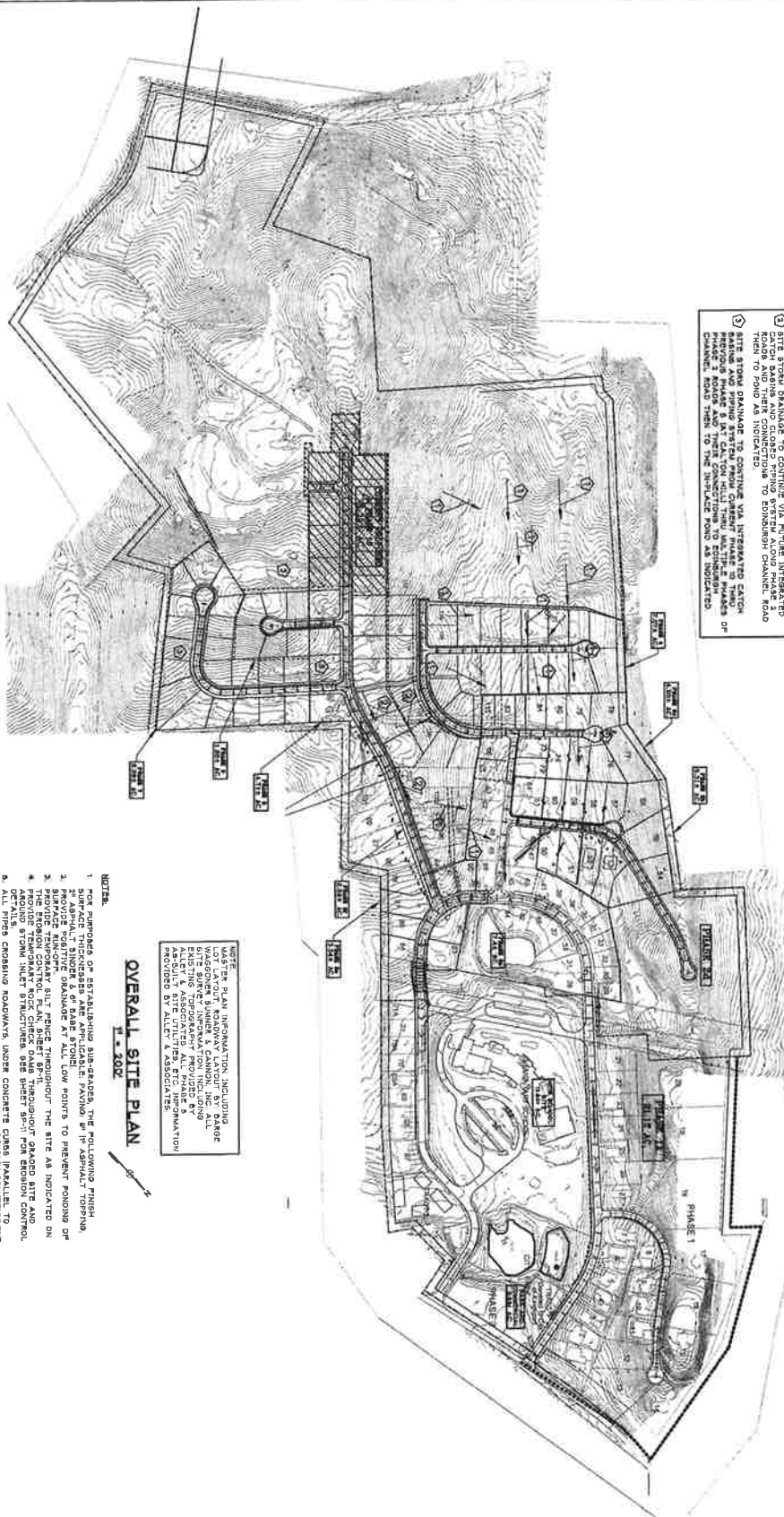
Water line		Anticipated		Estimated	
Item #	Item description	Units	U/M	Price	Total
41864	8" DI pipe	68.00	jts	\$253.26	\$17,221.68
42120	4' bury hydrant	1.00	ea	\$1,343.79	\$1,343.79
41828	MJ DI acc kit 6"	4.00	ea	\$11.95	\$47.80
43031	8x8x6 Anchor Tee	1.00	ea	\$90.55	\$90.55
43032	8 x 8 x 8 Anchor Tee	1.00	ea	\$72.30	\$72.30
42845	MJ Anchor coupling 6 x 18	1.00	ea	\$78.38	\$78.38
42335	MJ Gate valve 8"	2.00	ea	\$628.06	\$1,256.12
42325	MJ Gate valve 6"	1.00	ea	\$423.30	\$423.30
41863	8" ALPHA romac coupling	2.00	ea	\$250.77	\$501.54
40835	MJ joint restraint	5.00	ea	\$33.95	\$169.75
41871	8" Romac cap w/2" tap	3.00	ea	\$183.13	\$549.39
Building code					
	Receipt To:				
Subtotal:					\$21,754.60
Sales Tax:				9.50%	\$2,066.69
Project #	<b>WA1786</b>			Water Total:	\$23,821.29
	Expense To:				
Water acct. #	<b>451-0000-605-9003</b>				



## Materials Agreement

Sanitary sewer		Anticipated		Estimated	
Item #	Item description	Units	U/M	Price	Total
45003	8" x 14' sdr-35 gsktd sewer pipe	108.00	jt	\$39.20	\$4,233.60
45057	8" x 6" tee wye gsktd sewer	10.00	ea	\$29.72	\$297.20
45112	manhole covers v-1312-44	7.00	ea	\$220.00	\$1,540.00
	Manhole per vertical ft.	0.00	ft.	\$0.00	\$7,120.00
Building code					
	Receipt To:				
Subtotal:					\$13,190.80
Sales Tax:				9.50%	\$1,253.13
Project #	SW1786			Sewer Total:	\$14,443.93
	Expense To:				
Sewer acct #	452-0000606-9003				
				Grand Total:	\$38,265.22





- [illegible]

NOTE: MASTER PLAN INFORMATION, INCLUDING LOT LAYOUT, ROADWAY LAYOUT BY DARGE WAGGENER SUMNER & CANNON, INC. ALL BITE SURVEY INFORMATION INCLUDING EXISTING TOPOGRAPHY PROVIDED BY ALLEY & ASSOCIATES. ALL PHASE 5 AS-BUILT BITE UTILITIES, ETC. INFORMATION PROVIDED BY ALLEY & ASSOCIATES.

## OVERALL SITE PLAN

11 • 202

- [illegible]

DATE		SHEET TITLE	
06-18-2018		OVERALL SITE PLAN	
PROJECT NO.			
DATE			
BY: J. J. J.			
SP-2			

EDINBURGH - PHASE 10

KINGSPORT TENNESSEE

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THE EDINBURGH GROUP, LLC

KINGSPORT TENNESSEE

**SPODEN & WILSON  
CONSULTING ENGINEERS**

430 CLAY STREET  
KINGSPORT, TENNESSEE 37660  
Phone: (423) 245-1181 Fax: (423) 245-0852  
email: [sweng@spodenwilson.com](mailto:sweng@spodenwilson.com)



SP-2

City of \*ngsport  
MATERIALS AGREEMENT

Developer	Development	Proposed Lots/Development	Agreement Amt.	Date	Bldg. Permits	CO's	Status
Butch Rose	Hillcrest Heights	6	\$5,140.09	06/19/07	3	3	Closed
	Windridge Phase IV	40	\$92,202.29	04/15/08	14	7	Closed
Jeff McKee	Settler's Ridge Phase I	41	\$45,344.29	03/20/07	Total of 7	7	Closed
	Settler's Ridge Phase II	7	\$18,822.89	11/06/07			Closed
Edinburgh Group LLC	Edinburgh Phase I, Section 1	32	\$42,867.62	02/19/07	Total of 148	122	Closed
	Edinburgh Phase I, Section 2	15	\$25,205.92	04/17/07			Closed
	Edinburgh Phase 2, Section 1A	6	\$2,852.48	02/02/10			Open
	Edinburgh Phase 2, Section 2	6	\$11,976.02	11/16/10			Open
	Edinburgh Phase 2, Section 2B	11	\$9,472.85	10/18/11			Closed
	Edinburgh Phase 2, Section 2C	14	\$20,128.29	04/03/12			Closed
	Edinburgh Phase 2, Section 2E	8	\$25,177.34	10/02/12			Closed
	Edinburgh Phase 2, Section 2F	9	\$19,382.60	05/07/13			Closed
	Edinburgh Phase 4	17	\$65,033.97	07/24/13			Closed
	Edinburgh Phase V	12	\$51,965.42	10/7/2014			Closed
	Edinburgh Phase VII	20	\$27,552.51	6/2/2015			Closed
	Edinburgh South Phase I	23	\$36,694.42	11/1/2016			Open
Jerry Petzoldt	Old Island Phase II	59	\$118,027.86	05/06/08	29	26	Closed
Jim Nottingham	Riverwatch	29	\$47,605.13	04/15/08	9	4	Closed
Harold Slomp & Jack McMurray	Villas at Andover - Polo Fields	104	\$76,522.72	08/07/07	37	29	Closed
George Hunt	Hunts Crossing Phase II	22	\$18,375.20	04/15/08	5	5	Closed
Rob McLean	Anchor Point	80	\$72,552.51	07/15/08	32	23	Closed
	Anchor Point – Topsail Court	Included in Anchor Point	\$3,816.08	08/05/08		0	Closed
	Stapleton Dr Phase I	7	\$8,757.81	08/19/08	4	4	Closed
Ken Bates	Chase Meadows Phase I	15	\$39,418.91	07/15/08	Total of 35	33	Closed
	Chase Meadows Phase II	87	\$68,096.96	08/19/08			Closed
Terry Orth	Autumn Woods Phase I	19	\$30,628.25	10/07/08	19	19	Closed
	Autumn Woods Phase II	51	\$97,091.46	09/01/09	41	40	Closed
Gary Alexander	Riverbend Phase I	15	\$65,938.71	02/03/09	10	0	Closed
	Riverbend - Epcon Phase II	9	\$33,171.54	02/01/11			Closed
Leonard & Cynthia Gerber	St. Andrew's Garth Phase I	40	\$34,049.03	03/16/10	8	8	Closed
Jane Karst	Jane Karst Subdivision	4	\$4,100.78	09/20/11			Closed
M & M Builders	Brookton Park Subdivision	7	\$2,145.88	09/20/11	7	7	Closed
Vic Davis	The Summitt at Preston Park Ph. 3	20	\$79,327.82	12/03/13	2	1	Closed
	<b>TOTAL</b>	<b>835</b>	<b>\$1,299,445.65</b>		<b>410</b>	<b>338</b>	

Revised 03/03/17



## AGENDA ACTION FORM

### **Amendments to City Code Sections Pertaining to Seat Belt and Child Passenger Restraint Use**

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

Action Form No.: AF-65-2017  
 Work Session: March 21, 2017  
 First Reading: March 21, 2017

**Final Adoption:** April 4, 2017  
**Staff Work By:** D/C Phipps  
**Presentation By:** Chief Quillin

#### **Recommendation:**

Approve the Ordinance.

#### **Executive Summary:**

Recently, several changes were made to the state code pertaining to seat belt and child passenger restraint use. Accordingly, it is recommended to amend the city code to reflect the changes.

Among other things pertaining to seat belt use, failing to use a seat belt is now a primary offense meaning it can be enforced without the presence of another violation, and the fine for a first and second offense for failing to use a seat belt has increased.

Child passenger restraint was change to reflect a more defined range for children who need to be restrained. The state law outlines that a child "under one (1) year of age, or any child, weighing twenty (20) pounds or less"; or a child "one through three (1-3) years of age weighing greater than twenty (20) pounds"; or any child "four through eight (4-8) years of age and measuring less than four feet, nine inches (4'9") in height."

In addition to the proposed ordinance, attached is a copy of the affected code provisions with the changes, both additions and deletions, shown using the tracking feature in Word. This enables one to see the changes the ordinance will make to the city code.

#### **Attachments:**

1. Ordinance
2. Copy of Affected Code Provision with Changes Shown

	Y	N	O
Duncan	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Clark	—	—	—



## AGENDA ACTION FORM

### Amendments to City Code Sections Pertaining to Seat Belt and Child Passenger Restraint Use

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

Action Form No.: AF-65-2017  
 Work Session: March 21, 2017  
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Final Adoption: April 4, 2017  
 Staff Work By: D/C Phipps  
 Presentation By: Chief Quillin

#### Recommendation:

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1. Ordinance
2. Copy of Affected Code Provision with Changes Shown

	Y	N	O
Duncan	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Clark	—	—	—

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, SECTION 98-406 RELATING TO USE OF SAFETY BELTS IN PASSENGER VEHICLES; SECTION 98-407 RELATING TO PENALTIES FOR VIOLATION OF USE OF SAFETY BELTS; SECTION 98-408 RELATING TO CHILD PASSENGER RESTRAINT SYSTEMS; SECTION 98-409 RELATING TO PENALTIES FOR VIOLATION OF CHILD PASSENGER RESTRAINT; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That Section 98-406 of the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended to read as follows:

**Sec. 98-407. Penalties for violation of use of safety belts.**

(a) As used in section 98-406, unless specified otherwise, "passenger motor vehicle" does not include any motor vehicle that is used as a public or livery conveyance for passengers or any motor vehicles that are not required by federal law to be equipped with safety belts, except autocycles as defined herein. As used in this section and in sections 98-407 through 98-409 the term "autocycle" means a three-wheeled motorcycle that is equipped with safety belts, steering wheel, and nonstraddle seating, and is manufactured to comply with federal safety requirements for motorcycles.

(b) No person shall operate a passenger motor vehicle on any street or highway within the city unless such person and all passengers four years of age or older are restrained by a safety belt at all times the vehicle is in forward motion.

(c) No person four years of age or older shall be a passenger in a passenger motor vehicle on any street or highway within the city, unless such person is restrained by a safety belt at all times the vehicle is in forward motion.

(d) Except as otherwise set out in this section 98-408(d) this section shall apply only to the operator and all passengers occupying the front seat of a passenger motor vehicle. If the vehicle is equipped with a rear seat which is capable of folding, this section shall only apply to front seat passengers and the operator if the back seat is in the fold-down position. Notwithstanding any provision of this section to the contrary, no person between sixteen (16) years of age and up to and through the age of seventeen (17) years of age, shall operate a passenger motor vehicle, or be a passenger therein, unless the person is restrained by a safety belt at all times the vehicle is in forward motion. Notwithstanding any provision of this section 98-408(d) to the contrary all occupants between sixteen (16) years of age and eighteen (18) years of age occupying any seat in a passenger motor vehicle shall be restrained by a safety belt at all times the vehicle is in forward motion. Notwithstanding anything in this section 98-408(e) to the contrary no person with a learner permit or an intermediate driver license shall operate a passenger motor vehicle in this state unless the person and all passengers between the ages of four (4) and seventeen (17) years of age are restrained by a safety belt at all times the vehicle is in forward motion.

(e) Except as set out in section 98-408(d) this section shall not apply to any vehicle exempted from similar provisions of state law by T.C.A. § 55-9-603(h).

(f) A law enforcement officer observing a violation of this section shall issue a citation to the violator, but shall not arrest or take into custody any person solely for a violation of this section.

SECTION II. That Section 98-407 of the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended to read as follows:

**Sec. 98-407. Penalties for violation of use of safety belts.**

(a) A person convicted of a violation of section 98-406 shall be fined \$25.00 for a first violation and \$50.00 for each subsequent violation. A person charged with a violation of this section may, in lieu of appearance in court, submit a fine of \$25.00 for a first violation, and \$50.00 for a second or subsequent violation to the clerk of the city court.

(b) No clerk's fee nor court costs, including, but not limited to, any statutory fees of officers, shall be imposed or assessed against anyone convicted of a violation of this section. No litigation tax levied pursuant to T.C.A. title 67, chapter 4, part 6, shall be imposed or assessed against anyone convicted of a violation of this section.

SECTION III. That Section 98-406 of the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended to read as follows:

**Sec. 98-408. Child passenger restraint systems.**

(a) Notwithstanding section 98-406 to the contrary, any person transporting any child, under one (1) year of age, or any child, weighing twenty pounds (20 lbs.) or less, in a motor vehicle upon a street or highway within the city is responsible for the protection of the child and properly using a child passenger restraint system in a rear facing position, meeting federal motor vehicle safety standards in the rear seat if available or according to the child safety restraint system or vehicle manufacturer's instructions.

(b) Notwithstanding section 98-406 to the contrary, any person transporting any child, one through three (1-3) years of age weighing greater than twenty pounds (20 lbs.), in a motor vehicle upon a street or highway within the city is responsible for the protection of the child and properly using a child passenger restraint system in a forward facing position, meeting federal motor vehicle safety standards in the rear seat if available or according to the child safety restraint system or vehicle manufacturer's instructions.

(c) Notwithstanding section 98-406 to the contrary, any person transporting any child, four through eight (4-8) years of age and measuring less than four feet, nine inches (4' 9") in height, in a passenger motor vehicle upon a street or highway within the city is responsible for the protection of the child and properly using a belt positioning booster seat system, meeting federal motor vehicle safety standards in the rear seat if available or according to the child safety restraint system or vehicle manufacturer's instructions.

(d) If a child is not capable of being safely transported in a conventional child passenger restraint system as provided for in section 98-408(a), (b) or (c), a specially modified, professionally manufactured restraint system meeting the intent of section 98-408(a), (b) or (c) shall be in use; provided, however, that this section 98-408(d) shall not be satisfied by use of the vehicle's standard lap or shoulder safety belts independent of any other child passenger restraint system. A motor vehicle operator who is transporting a child in a specially modified, professionally manufactured child passenger restraint system shall possess a copy of the physician's signed prescription that authorizes the professional manufacture of the specially modified child passenger restraint system.

(e) A person shall not be charged with a violation of section 98-408(a), (b), (c) or (d) if the person presents a copy of the physician's prescription in compliance with section 98-408(d) to the officer at the time of the alleged violation.

(f) A person charged with a violation of section 98-408(a), (b), (c) or (d) may, on or before the court date, submit a copy of the physician's prescription and evidence of possession of a specially modified, professionally manufactured child passenger restraint system to the court. If the court is satisfied that compliance was in effect at the time of the violation, the charge for violating section 98-408(a), (b), (c) or (d) may be dismissed.

(g) A person who is operating an autocycle shall not carry a child as a passenger if such child is required to be secured in a motor vehicle in a manner in accordance with this section unless:

- (1) The autocycle has an enclosed cab;
- (2) The autocycle meets the federal motor vehicle safety standards for child restraints found in 49 CFR 571.213 and 49 CFR 571.225; and

(3) The child is secured in a manner in accordance with this section.

(h) Notwithstanding anything to the contrary contained in section 98-406, any person transporting any child, nine through twelve (9-12) years of age, or any child through twelve (12) years of age, measuring four feet, nine inches (4' 9") or more in height, in a passenger motor vehicle upon a street or highway within the city is responsible for the protection of the child and properly using a seat belt system meeting federal motor vehicle safety standards. It is recommended that any such child be placed in the rear seat if available.

(i) Notwithstanding anything to the contrary contained in section 98-406, any person transporting any child, thirteen through fifteen (13-15) years of age, in a passenger motor vehicle upon a street or highway within the city is responsible for the protection of the child and properly using a passenger restraint system, including safety belts, meeting federal motor vehicle safety standards.

(j) As used in this section 98-408 unless specified otherwise, "passenger motor vehicle" means any motor vehicle with a manufacturer's gross vehicle weight rating of ten thousand pounds (10,000 lbs.) or less, that is not used as a public or livery conveyance for passengers. "Passenger motor vehicle" does not apply to motor vehicles that are not required by federal law to be equipped with safety belts.

SECTION IV. That Section 98-406 of the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended to read as follows:

**Sec. 98-409. Penalties for violation of child passenger restraint.**

(a) A person convicted of a violation of section 98-408 shall be fined \$50.00.

(b) In addition to or in lieu of the penalty imposed under section 98-409(a), a person found guilty of a first offense of violating section 98-408(a) through (g) may be required to attend a court approved offender's class designed to educate offenders on the hazards of not properly transporting children in motor vehicles. A fee may be charged for such classes sufficient to defray all costs of providing such classes.

(c) A person charged with a violation of section 98-408(h) or (i) may, in lieu of appearance in court, submit a fine of fifty dollars (\$50.00) to the clerk of the city No litigation tax levied pursuant to T.C.A. title 67, chapter 4, part 6, shall be imposed or assessed against anyone convicted of a violation of section 98-408(h) or (i), nor shall any clerk's fee or court costs, including but not limited to any statutory fees of officers, be imposed or assessed against anyone convicted of a violation of section 98-408(h) or (i).

SECTION V. 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.

\_\_\_\_\_  
JOHN CLARK, Mayor

ATTEST:

\_\_\_\_\_  
JAMES H. DEMMING, City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY City Attorney

PASSED ON 1ST READING \_\_\_\_\_

PASSED ON 2ND READING \_\_\_\_\_

**Copy of affected code provision with changes shown for  
Action Form 65 – BMA meeting for March 21, 2017**

**Sec. 98-406. Use of safety belts in passenger vehicles.**

(a) As used in section 98-406, unless specified otherwise, "passenger motor vehicle" does not include any motor vehicle that is used as a public or livery conveyance for passengers or any motor vehicles that are not required by federal law to be equipped with safety belts, except autocycles as defined herein. ~~As used in this section and in sections 98-407 through 98-409, the term "passenger motor vehicle" means any motor vehicle with a manufacturer's gross vehicle weight rating of 8,500 pounds or less that is not used as a public or livery conveyance for passengers. The term "passenger motor vehicle" does not apply to motor vehicles which are not required by federal law to be equipped with safety belts. As used in this section and in sections 98-407 through 98-409 the term "autocycle" means a three-wheeled motorcycle that is equipped with safety belts, steering wheel, and nonstraddle seating, and is manufactured to comply with federal safety requirements for motorcycles.~~

(b) No person shall operate a passenger motor vehicle on any street or highway within the city unless such person and all passengers four years of age or older are restrained by a safety belt at all times the vehicle is in forward motion.

(c) No person four years of age or older shall be a passenger in a passenger motor vehicle on any street or highway within the city, unless such person is restrained by a safety belt at all times the vehicle is in forward motion.

(d) Except as otherwise set out in this section 98-408(d) ~~this section shall apply only to the operator and all passengers occupying the front seat of a passenger motor vehicle. If the vehicle is equipped with a rear seat which is capable of folding, this section shall only apply to front seat passengers and the operator if the back seat is in the fold-down position.~~ Notwithstanding any provision of this section to the contrary, no person between sixteen (16) years of age and up to and through the age of seventeen (17) years of age, shall operate a passenger motor vehicle, or be a passenger therein, unless the person is restrained by a safety belt at all times the vehicle is in forward motion. Notwithstanding any provision of this section 98-408(e) to the contrary all occupants between sixteen (16) years of age and eighteen (18) years of age occupying any seat in a passenger motor vehicle shall be restrained by a safety belt at all times the vehicle is in forward motion. Notwithstanding anything in this section 98-408(d) to the contrary no person with a learner permit or an intermediate driver license shall operate a passenger motor vehicle in this state unless the person and all passengers between the ages of four (4) and seventeen (17) years of age are restrained by a safety belt at all times the vehicle is in forward motion.

(e) Except as set out in section 98-408(d) ~~this section shall not apply to any vehicle exempted from similar provisions of state law by T.C.A. § 55-9-603(h).~~

(f) A law enforcement officer observing a violation of this section shall issue a citation to the violator, but shall not arrest or take into custody any person solely for a violation of this section.

**Sec. 98-407. Penalties for violation of use of safety belts.**

(a) A person convicted of a violation of section 98-406 shall be fined ~~\$25.00~~~~\$10.00~~ for a first violation and ~~\$50.00~~~~\$20.00~~ for each subsequent violation. A person charged with a violation of

this section may, in lieu of appearance in court, submit a fine of \$25.00 for a first violation, and \$50.00 for a second or subsequent violation to the clerk of the city court.

~~Notwithstanding any provision of law or ordinance to the contrary, no citation shall be issued for a violation of section 98-406 unless a person is stopped by a law enforcement officer for a separate violation of a law or ordinance and is issued a citation for the separate violation.~~

(b) ~~No clerk's fee nor court costs, including, but not limited to, any statutory fees of officers, shall be imposed or assessed against anyone convicted of a violation of this section. No litigation tax levied pursuant to T.C.A. title 67, chapter 4, part 6, shall be imposed or assessed against anyone convicted of a violation of this section. It shall not be necessary that a conviction be had for the separate violation of a law or ordinance for the person to be found guilty of violating section 98-406.~~

#### **Sec. 98-408. Child passenger restraint systems.**

(a) ~~Notwithstanding section 98-406 to the contrary, any person transporting any child, under one (1) year of age, or any child, weighing twenty pounds (20 lbs.) or less, in a motor vehicle upon a street or highway within the city is responsible for the protection of the child and properly using a child passenger restraint system in a rear facing position, meeting federal motor vehicle safety standards in the rear seat if available or according to the child safety restraint system or vehicle manufacturer's instructions.~~

(b) ~~Notwithstanding section 98-406 to the contrary, any person transporting any child, one through three (1-3) years of age weighing greater than twenty pounds (20 lbs.), in a motor vehicle upon a street or highway within the city is responsible for the protection of the child and properly using a child passenger restraint system in a forward facing position, meeting federal motor vehicle safety standards in the rear seat if available or according to the child safety restraint system or vehicle manufacturer's instructions.~~

(c) ~~Notwithstanding section 98-406 to the contrary, any person transporting any child, four through eight (4-8) years of age and measuring less than four feet, nine inches (4' 9") in height, in a passenger motor vehicle upon a street or highway within the city is responsible for the protection of the child and properly using a belt positioning booster seat system, meeting federal motor vehicle safety standards in the rear seat if available or according to the child safety restraint system or vehicle manufacturer's instructions.~~

(d) ~~If a child is not capable of being safely transported in a conventional child passenger restraint system as provided for in section 98-408(a), (b) or (c), a specially modified, professionally manufactured restraint system meeting the intent of section 98-408(a), (b) or (c) shall be in use; provided, however, that this section 98-408(d) shall not be satisfied by use of the vehicle's standard lap or shoulder safety belts independent of any other child passenger restraint system. A motor vehicle operator who is transporting a child in a specially modified, professionally manufactured child passenger restraint system shall possess a copy of the physician's signed prescription that authorizes the professional manufacture of the specially modified child passenger restraint system.~~

(e) ~~A person shall not be charged with a violation of section 98-408(a), (b), (c) or (d) if the person presents a copy of the physician's prescription in compliance with section 98-408(d) to the officer at the time of the alleged violation.~~

(f) A person charged with a violation of section 98-408(a), (b), (c) or (d) may, on or before the court date, submit a copy of the physician's prescription and evidence of possession of a specially modified, professionally manufactured child passenger restraint system to the court. If the court is satisfied that compliance was in effect at the time of the violation, the charge for violating section 98-408(a), (b), (c) or (d) may be dismissed.

(g) A person who is operating an autocycle shall not carry a child as a passenger if such child is required to be secured in a motor vehicle in a manner in accordance with this section unless:

(1) The autocycle has an enclosed cab;

(2) The autocycle meets the federal motor vehicle safety standards for child restraints found in 49 CFR 571.213 and 49 CFR 571.225; and

(3) The child is secured in a manner in accordance with this section.

(h) Notwithstanding anything to the contrary contained in section 98-406, any person transporting any child, nine through twelve (9-12) years of age, or any child through twelve (12) years of age, measuring four feet, nine inches (4' 9") or more in height, in a passenger motor vehicle upon a street or highway within the city is responsible for the protection of the child and properly using a seat belt system meeting federal motor vehicle safety standards. It is recommended that any such child be placed in the rear seat if available.

(i) Notwithstanding anything to the contrary contained in section 98-406, any person transporting any child, thirteen through fifteen (13-15) years of age, in a passenger motor vehicle upon a street or highway within the city is responsible for the protection of the child and properly using a passenger restraint system, including safety belts, meeting federal motor vehicle safety standards.

(j) As used in this section 98-408 unless specified otherwise, "passenger motor vehicle" means any motor vehicle with a manufacturer's gross vehicle weight rating of ten thousand pounds (10,000 lbs.) or less, that is not used as a public or livery conveyance for passengers. "Passenger motor vehicle" does not apply to motor vehicles that are not required by federal law to be equipped with safety belts.

~~Any person transporting a child under four years of age in a passenger motor vehicle within the city shall provide for the protection of the child by properly using a child passenger restraint system meeting federal motor vehicle safety standards. Nothing in this section shall restrict a mother from removing a child from the restraint system and holding the child when the mother is nursing the child or attending to its other physiological needs.~~

~~(b) — Any person transporting a child four years of age and up to and through 12 years of age in a passenger motor vehicle upon a road, street or highway in the city is responsible for the protection of the child and properly using a child or other passenger restraint system, including safety belts, meeting federal motor vehicle safety standards for all children occupying any seat within a passenger motor vehicle.~~

~~(c) If all seat belts or other passenger restraints in a passenger motor vehicle originally provided by the manufacturer are occupied, no fine shall be imposed on a person pursuant to the provisions of section 98-408 for the failure of a child four years of age through 12 years of age, inclusive, in the back seat to properly use a passenger restraint system.~~

**Sec. 98-409. Penalties for violation of child passenger restraint.**

(a) A person convicted of a violation of section 98-408 shall be fined ~~\$50.00~~ ~~\$15.00 for a first violation and \$25.00 for each subsequent violation.~~

(b) In addition to or in lieu of the penalty imposed under ~~subsection~~ ~~section~~ 98-409(a) ~~of this section~~, a person found guilty of a first offense of violating section 98-408(a) through (g) may be required to attend a court approved offender's class designed to educate offenders on the hazards of not properly transporting children in ~~passenger~~ motor vehicles. A fee may be charged for such classes sufficient to defray all costs of providing such classes.

(c) A person charged with a violation of section 98-408(h) or (i) may, in lieu of appearance in court, submit a fine of fifty dollars (\$50.00) to the clerk of the city. No litigation tax levied pursuant to T.C.A. title 67, chapter 4, part 6, shall be imposed or assessed against anyone convicted of a violation of section 98-408(h) or (i), nor shall any clerk's fee or court costs, including but not limited to any statutory fees of officers, be imposed or assessed against anyone convicted of a violation of section 98-408(h) or (i).



## AGENDA ACTION FORM

### Appropriate Funding and Apply and Accept a Capital Grant Amendment from the U.S. Department of Transportation

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

Action Form No.: AF-51-2017  
 Work Session: March 21, 2107  
 First Reading: March 21, 2017

Final Adoption: April 4, 2017  
 Staff Work By: KATS Staff  
 Presentation By: Chris McCartt

### Recommendation:

Approve the Ordinance and Resolution.

### Executive Summary:

The Board of Mayor and Alderman on October 4, 2016, approved a resolution authorizing the filing of a Federal Transit Administration Section 5339 (b) Grant Application (Project No. TN-2016-029). After approving the application to FTA, the Tennessee Department of Transportation (TDOT) found additional funding for this Section of Funding. The initial application filed was for \$505,462. The additional funding provided \$16,425 more dollars, bringing the total funding amount to \$521,887.

The additional dollars allows KATS to purchase one 6-passenger caravan with one wheelchair position. The vehicle is a smaller vehicle than handicapped vans KATS normally operates. The van would allow KATS to pick passengers up in areas where very tight roadway conditions exist. This grant provides additional funding for KATS to purchase (two 16 passenger mini buses and four eight passenger/ADA handicapped vans). Funding to fulfill the local match has been allotted in the City of Kingsport FY 2016-2017 budget.

Capital Assistance (85%) Federal; (7.5%) Local; (7.5%) State					
		<b>Local</b>	<b>State</b>	<b>Federal</b>	<b>Total</b>
<b>TOTAL CAPITAL</b>		39,142	39,142	443,603	521,887

This ordinance will appropriate the grant funds for the van.

### Attachments:

1. Ordinance
2. Resolution

Funding source appropriate and funds are available: 

	Y	N	O
Duncan	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Clark	—	—	—



## AGENDA ACTION FORM

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#### Recommendation:

Approve the Ordinance and Resolution.

#### Executive Summary:

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The additional dollars allows KATS to purchase one 6-passenger caravan with one wheelchair position. The vehicle is a smaller vehicle than handicapped vans KATS normally operates. The van would allow KATS to pick passengers up in areas where very tight roadway conditions exist. This grant provides additional funding for KATS to purchase (two 16 passenger mini buses and four eight passenger/ADA handicapped vans). Funding to fulfill the local match has been allotted in the City of Kingsport FY 2016-2017 budget.

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1. Ordinance
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	<u>Y</u>	<u>N</u>	<u>O</u>
Duncan	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Clark	—	—	—

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE TO AMEND THE URBAN MASS TRANSIT  
PROJECT FUND AND GENERAL FUND BUDGETS FOR  
THE YEAR ENDING JUNE 30, 2017; AND TO FIX THE  
EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Urban Mass Transit Project Fund budget be amended by appropriating \$15,193 from the Department of Transportation to FTA029 TN-2016-029 and by transferring \$1,232 from the Transit Center project (GP1718) to FTA029 TN-2016-029 for the local match to purchase buses.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b><u>Fund 123: Urban Mass Transit Asst. Fund</u></b>			
<b><u>TN-2016-029 Grant (FTA029)</u></b>			
<b><u>Revenues:</u></b>	\$	\$	\$
123-0000-331-2000 Fed Rev/UMTA Sect 9	429,642	13,961	443,603
123-0000-332-9000 Dept. of Transportation	37,910	1,232	39,142
123-0000-391-0100 From General Fund	37,910	1,232	39,142
<b><i>Totals:</i></b>	<b>505,462</b>	<b>16,425</b>	<b>521,887</b>

<b><u>Expenditures:</u></b>	\$	\$	\$
123-5902-602-9006 Purchases Over \$5,000	505,462	16,425	521,887
<b><i>Totals:</i></b>	<b>505,462</b>	<b>16,425</b>	<b>521,887</b>

**Fund 311: General Fund**  
**Transit Center (GP1718)**

<b><u>Revenues:</u></b>	\$	\$	\$
311-0000-331-2000 Fed Rev/UMTA Sect 9	4,124,000	0	4,124,000
311-0000-332-9000 Dept. of Transportation	515,500	0	515,500
311-0000-368-1054 Series 2016 GO (Nov 4)	351,188	0	351,188
311-0000-601-2101 Premium From Bond Sale	29,108	0	29,108
123-0000-391-0100 From General Fund	219,793	(1,232)	218,561
<b><i>Totals:</i></b>	<b>5,239,589</b>	<b>(1,232)</b>	<b>5,238,357</b>

<b><u>Expenditures:</u></b>	\$	\$	\$
311-0000-601-2023 Arch/Eng/Landscaping	399,547	0	399,547
311-0000-601-4041 Bond Sale Expense	3,996	0	3,996
311-0000-601-9001 Land	1,016,500	0	1,016,500
311-0000-601-9003 Improvements	3,819,546	(1,232)	3,818,314
<b><i>Totals:</i></b>	<b>5,239,589</b>	<b>(1,232)</b>	<b>5,238,357</b>

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

\_\_\_\_\_  
JOHN CLARK, Mayor

ATTEST:

\_\_\_\_\_  
JAMES H. DEMMING, City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING:

PASSED ON 2ND READING:

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION APPROVING AN AMENDMENT TO THE FEDERAL TRANSIT ADMINISTRATION SECTION 5339 BUS AND BUS FACILITIES GRANT AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO AMEND THE FEDERAL TRANSIT ADMINISTRATION SECTION 5339 BUS AND BUS FACILITIES GRANT FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION

WHEREAS, in May, 2016, the city approved the application for the Federal Transit Administration (Project No. 5097-2016-3-PI) Grant Program 5339b Bus and Bus Facilities Discretionary Program; and

WHEREAS, the total amount of the grant opportunity was to be for \$435,000.00, and required a 7.5% local match which had been appropriated; and

WHEREAS, since then, the Tennessee Department of Transportation found additional funding for this section grant;

WHEREAS, the city would like to amend the grant application to include an additional \$16,425.00, which will be used to purchase one 6-passenger caravan with one wheelchair position; and

WHEREAS, the total amount of the grant contract will be \$443,603.00 with a 7.5% local match of \$39,142.00; and

WHEREAS, the local match amount of \$39,142.00 will be available with the second reading of the accompanying budget ordinance.

Now therefore,

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

SECTION I. That an amendment to the application for the grant funds providing for an additional amount of \$16,423.00 to be added to the grant, making the total amount of the grant \$443,603.00 plus the local match of \$39,142.00 is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to amend the application and receive the funds for the Federal Transit Administration (Project No. 5097-2016-3-PI) Grant Program 5339b Bus and Bus Facilities Discretionary Program, in the total amount \$443,603.00, plus the \$39,142.00.00 local match.

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 21st day of March, 2017.

\_\_\_\_\_  
JOHN CLARK, MAYOR

ATTEST:

\_\_\_\_\_  
JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, CITY ATTORNEY



## AGENDA ACTION FORM

### Approve the Area Agency on Aging and Disability Grant for FY17-18

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

Action Form No.: AF-64-2017  
 Work Session: April 3, 2017  
 First Reading: N/A

Final Adoption: April 4, 2017  
 Staff Work By: S. Buchanan, C. McCartt  
 Presentation By: Shirley Buchanan

#### **Recommendation:**

Approve the Resolution.

#### **Executive Summary:**

The First Tennessee Development District's Area Agency on Aging serves as a pass through for funding from the Tennessee Commission on Aging and Disability for Senior Center funding. This funding allows for operational funds for the Kingsport Senior Center. This is federal pass through funding.

The City of Kingsport was approved for FY17-18 in the amount \$32,000. The grant funds are broken down as follows: \$20,000 Senior Center, \$12,000 for Federal Transportation.

Ten percent matching funds are required for each line item. These matching funds are provided in the Kingsport Senior Center operating budget.

#### **Attachments:**

1. Resolution
2. AAAD 2017-2018 Application

Funding source appropriate and funds are available: 

	Y	N	O
Duncan	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Clark	—	—	—

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPROVE THE PASS THROUGH FUNDING FROM THE FIRST TENNESSEE DEVELOPMENT DISTRICT'S AREA AGENCY ON AGING AND DISABILITY GRANT FOR FISCAL YEAR 2017-2018

WHEREAS, the First Tennessee Development District's Area Agency on Aging serves as a pass through for funding from the Tennessee Commission on Aging and Disability for the Kingsport Senior Center; and

WHEREAS, this funding provides for operational funds for the Kingsport Senior Center; and

WHEREAS, the City of Kingsport was approved for the fiscal year of 2017-2018 for a grant in the amount of \$32,000.00, which is \$20,000.000 for the Kingsport Senior Center and \$12,000.00 for federal transportation; and

WHEREAS, ten percent (10%) matching funds are required for each line item; and

WHEREAS, matching funds are provided in the Kingsport Senior Center operating budget in line item 110-0000-368-9900.

Now therefore,

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

SECTION I. That the pass through funding from the First Tennessee Development District from the Tennessee Commission on Aging and Disability in the amount of \$32,000.00 requiring ten percent matching funds is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized and hereby directed to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to apply for and receive grant funds from the First Tennessee Development District's Area Agency on Aging in the amount of \$20,000.00, which will provide operational funds for the Kingsport Senior Center, and requires ten percent matching funds.

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

SECTION 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 public.

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

ADOPTED this the 4th day of April, 2017.

\_\_\_\_\_  
JOHN CLARK, MAYOR

ATTEST:

\_\_\_\_\_  
JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, CITY ATTORNEY

APPLICATION FOR PROJECT AWARD  
under  
TITLE III OLDER AMERICANS ACT AND STATE FUNDS  
from  
FTDD AREA AGENCY ON AGING and DISABILITY

1. TITLE OF PROJECT: Kingsport Senior Center		
2. TYPE OF APPLICATION: <input type="checkbox"/> NEW <input checked="" type="checkbox"/> CONTINUATION <input type="checkbox"/> REVISION <input type="checkbox"/> SUPPLEMENT		
3. PROJECT DIRECTOR (NAME, TITLE, DEPARTMENT, AND ADDRESS-STREET, CITY, STATE, ZIP CODE):		6. PROJECT PERIOD FROM: 7/1/2017      TO: 6/30/2018
Chris McCartt 225 West Center Street Kingsport, TN 37660		B. AMOUNT AVAILABLE  STATE      \$20,000  TITLE-III \$12,000
EMPLOYER I.D. NO.	AREA CODE + TELEPHONE NO.	
62-60000323	423-392-8403	
4. APPLICANT AGENCY (NAME AND ADDRESS-STREET, CITY, STATE, ZIP CODE):  Kingsport Senior Center 00 East Center Street Kingsport, TN 37660		7. TYPE OF ORGANIZATION:  <input type="checkbox"/> PRIVATE NON-PROFIT AGENCY <input checked="" type="checkbox"/> CITY GOVERNMENT <input type="checkbox"/> COUNTY GOVERNMENT  8. PAYEE (SPECIFY TO WHOM CHECKS SHOULD BE SENT - NAME, TITLE, AND ADDRESS) Rose Byington, Finance Department 225 West Center Street Kingsport, TN 37660
5. NAME, TITLE, ADDRESS OF OFFICIAL AUTHORIZED TO SIGN FOR APPLICANT AGENCY:  Mayor John Clark 225 West Center Street Kingsport, TN 37660		
10. TERMS AND CONDITIONS: It is understood and agreed by the undersigned that: 1) funds awarded as a result of this request are to be expended for the purposes set forth herein and in accordance with all applicable laws, regulations, policies, and procedures of this State and the Administration on Aging, Office of U. S. Department of Health, and Human Services; 2) any proposed changes in the proposal as approved will be submitted in writing by the applicant and upon notification of approval by the State agency shall be deemed incorporated into and become a part of this agreement; 3) the attached Assurance of Compliance (form AoA-441) with the Department of Health and Human Services Regulations issued pursuant to Title VI of the Civil Rights Act of 1964 applies to this proposal as approved; and 4) funds awarded by the State Agency are based on the availability of funds and may be terminated at any time for violations of any terms and requirements of this agreement.		
11. SIGNATURE (PERSON NAMED IN ITEM 5) _____		
SIGNATURE		DATE

## Senior Center Checklist

**Check all of the following requirements as capable of being met by your Senior Center:**

- X Able to participate in an annual evaluation including a scheduled Program and Fiscal Monitoring Visit.
- X Have a written set of policy and procedures that meet the requirements set forth in section 6-3-.02 of the TCAD Program and Policy manual.
- X Be able to complete an annual report including a summary of the programs and services being offered, the number of unduplicated participants served, the accomplishments for the fiscal year, a strategic plan, and a copy of the center's 990 form.
- X Have a set of written emergency procedures that include: emergency plans, training policies for personnel, individuals to contact in case of emergency, instructions for conducting fire drills quarterly, and schedules for inspection and maintenance of fire extinguishers and smoke detectors.
- X Meet the safety and accessibility requirements as outlined in section 6-3-05.
- X Meet civil rights requirements as stated in Title VI of the Civil Rights Act of 1964.
- X Attend Bi-Monthly Senior Center Director's Meeting
- Meet the posting requirements for federal and state including:
  - (1) Participant Grievance Procedures
  - (2) Emergency Procedures
  - (3) Evacuation Routes
  - (4) Proof of Quarterly Fire Drill
  - (5) Proof of Annual Fire/Building Inspection
  - (6) Proof of Annual Fire Extinguisher Inspection
  - (7) Title VI Civil Rights Notice
  - (8) Equal Employment Opportunity Poster
  - (9) TOSHA Safety and Health Poster
  - (10) Tennessee Unemployment Poster
  - (11) Fair Labor Standards Act Poster
  - (12) Public Accountability Poster (800# TN Comptroller's Office)
  - (13) Telephone numbers of fire department, police, physicians, ambulance, hospital, ER, and local emergency management office
  - (14) Steps to be taken in each type of emergency
  - (15) Location of First Aid Kits, Fire Extinguishers and other supplies
  - (16) Monthly Calendar of Events

# CRITERIA FOR DESIGNATION AS A SENIOR CENTER

## I. SENIOR CENTER CRITERIA/TARGETING

- A. The Senior Center should serve persons having greatest economic or social needs. (Please provide projected number of persons 60 years of age and over in the categories to be served in a one-year period.)

### STATUS PLAN

Approximate number of  
age 60+ to be served

- Unduplicated Persons

1500

- Total Units of Service

40,000

(This total should match exactly the Total Units of Service in Part II [next page]. Do not count Transportation or Health Promotion in this section.)

### TARGETING (Senior Center)

(See note below)

1. Low Income

100

2. Low Income Minority

15

3. Rural

75

4. English Limitation

5

**NOTE:** The Low Income and Low Income Minority should be documented from information obtained on the Participant Registration Forms (PRF).

## II. THE AGENCY THAT OVERSEES THE SENIOR CENTER

Please give projected numbers for services to be offered at your center. Refer to the Minimum Standards requirements for services that should be offered at the center's level. **Do Not** count any Undup People or Units of Service for FTHRA or Options services on this page. All figures must reflect services offered to persons age 60+. Services marked with an (\*) are optional.

Service Goals	Undup People	Units of Service
A. <b>Resource Information (RI)</b> Serving as a location in the community in which one can access information about programs, services, and resources available through the aging network to assist adults age 60 or over and adults with disabilities.	<u>200</u>	<u>200</u>
B. <b>Health</b> Providing opportunities for participants to learn about healthy aging and to participate in activities that promote healthy living.		
<b>Health Screening</b>	<u>25</u>	<u>125</u>
<b>Health Education</b>	<u>150</u>	<u>750</u>
C. <b>Physical Fitness and Exercise</b> Opportunities for participants to engage in physical fitness and exercises activities or classes.	<u>1000</u>	<u>18,463</u>
D. <b>Recreation</b> Opportunities for participants to engage in social activities.	<u>1000</u>	<u>18,462</u>
E. <b>Education</b> Opportunities for participants to engage in classes.	<u>250</u>	<u>2000</u>
F. <b>*Telephone Reassurance</b> Provided by volunteers or staff who make daily calls to home bound individuals to provide comfort and companionship.	<u>          </u>	<u>          </u>

### TOTAL UNITS OF SERVICE

40,000

Add up the column of Units of Service on this page. The total must exactly match the Total Units of Service from Part I on the previous page.

**IMPORTANT NOTE:** Do not add additional services. Use only the blanks above to capture all services offered except Options and Transportation.

# **PART III** **SCOPE OF WORK FOR SUPPORTIVE SERVICES**

## **A. SUMMARY OF DIRECT SERVICE GOALS**

<b>Activity</b>	<b>Undup Persons</b>	<b>Units of Service</b>
1. <u>Transportation</u>	<u>150</u>	<u>3000</u>

### **A. TARGETING (Transportation)**

It is required that all service providers target the following listed 60+ populations. Fill in all four spaces below.

#### **# of Targeted Persons**

- |                        |           |
|------------------------|-----------|
| 1. Low Income (All)    | <u>50</u> |
| 2. Low Income Minority | <u>10</u> |
| 3. Rural               | <u>20</u> |
| 4. English Limitation  | <u>2</u>  |

### **B. SERVICE NARRATIVE (Transportation)**

The funds will be used to secure a contract with KATS for transportation to Senior Members within the city limits. The benefit for participants will be free transportation to and from the Senior Center and throughout the city. The remaining funds will be used to help defray the costs of our 22 passenger, handicapped equipped buses. The buses are used on various out of town trips including Barter, other cultural events, and shopping trips. The benefit for the participants is reduced transportation costs for short out of town trips.



## AGENDA ACTION FORM

### Awarding the Bid for Landscape Maintenance Services

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

Action Form No.: AF-73-2017  
 Work Session: April 3, 2017  
 First Reading: N/A

Final Adoption: April 4, 2017  
 Staff Work By: Committee  
 Presentation By: R. McReynolds

### Recommendation:

Approve the Resolution.

### Executive Summary:

Bids were opened on March 7, 2017 for Landscape Maintenance Services located at various locations including gateway areas. The advertisement for the Invitation to Bid was published in the Kingsport Times News on February 15, 2017 and placed on our website for 21 calendar days.

It is the recommendation of the committee to accept the apparent low bid from Premier Landscapes, Inc. in the amount of \$115,142.50 which is inclusive of the base bid and all alternates.

Funding is identified in Project # GP1706 & Account # 11040334632020

### Attachments:

1. Resolution
2. Bid Opening Minutes
3. Recommendation Memo
4. Mulching Area Map
5. Agreement

Funding source appropriate and funds are available: Yes

	Y	N	O
Duncan	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Clark	—	—	—

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AWARDING THE BID FOR LANDSCAPE  
MAINTENANCE SERVICES FOR VARIOUS LOCATIONS IN  
KINGSPORT TO PROMIER LANDSCAPES, INC.

WHEREAS, on March 7, 2017, bids were opened for the landscape maintenance services at various locations including gateway areas; and

WHEREAS, upon review of the bids, the board finds Promier Landscapes, Inc., is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to enter into a contract for the landscape maintenance services at various locations including gateway areas is an amount not to exceed \$115,142.50; and

WHEREAS, it is the recommendation of the committee to accept the apparent low bid from Promier Landscapes, Inc. in an amount not to exceed \$115,142.50 which is inclusive of the base bid and all alternatives; and

WHEREAS, funding is identified in Project No. GP1706 and Account No. 11040334632020;

Now therefore,

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

SECTION I. That the bid for the landscape maintenance services is awarded to Promier Landscapes, Inc. in an amount not to exceed \$115,142.50, which is inclusive of the base bid and all alternatives.

SECTION II. The mayor is authorized and hereby directed to execute an agreement for same and all documents necessary and proper to effectuate the purpose of the agreement.

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 4th day of April, 2017.

\_\_\_\_\_  
JOHN CLARK, MAYOR

ATTEST:

\_\_\_\_\_  
JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES  
BID OPENING  
March 7, 2017  
4:00 P.M.

Present: Sandy Crawford, Procurement Manager; Brent Morelock, Assistant Procurement Manager; and  
Lewis Bausell, Landscape Specialist

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

The Procurement Manager opened with the following bids:

LANDSCAPE MAINTENANCE SERVICES		
Items:	Boehm Landscape	Promier Landscapes
Lump Sum:	\$87,480.00	\$39,640.87
Alternate #1 per Year:	\$ 5,272.00	\$ 3,986.90
Alternate #2 per Year:	\$31,896.00	\$12,513.90
Alternate #3 per Year:	\$17,280.00	\$ 8,794.02
Alternate #4 per Year:	\$21,528.00	\$ 9,824.97
Alternate #5 per Year:	\$14,256.00	\$ 7,822.61
Alternate #6 per Year:	\$18,936.00	\$10,387.15
Alternate #7 per Year:	\$14,400.00	\$ 5,945.00
Alternate #8 per Year:	\$12,456.00	\$10,987.51
Alternate #9 per Year:	\$15,984.00	\$ 5,239.57

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

MEMORANDUM

March 22, 2017

TO: Brent Morelock, Assistant Procurement Manager  
FROM: Ronnie Hammonds, Streets and Sanitation Manager  
SUBJECT: Recommendation of Award of Bid for Landscape Maintenance Services

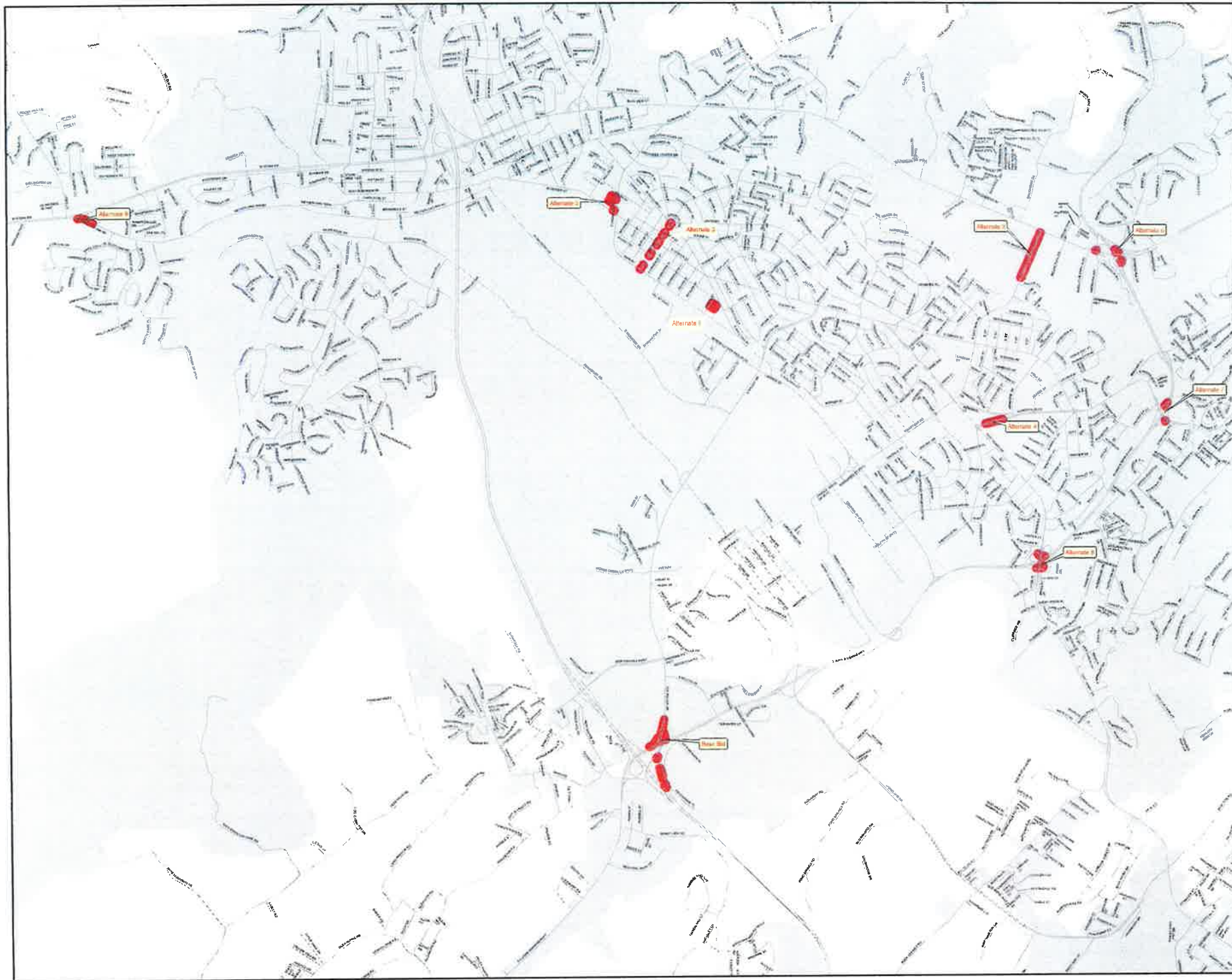
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After reviewing the bids for Landscape Maintenance Services it is our recommendation we award the bid for the base bid and all alternates to the apparent low bidder (Promier Landscapes, Inc.) at a bid of \$115,142.50.

Money is available in the Kingsport AEP Enhancement line item GP 1706 for the base bid plus all alternates with the exception of Alternate 1 (911 building).

Money is available for Alternate 1 (911 building) in line item 110-4033-463-2020.

If there are any questions please contact me at your convenience.



**Legend**

- Streets
- Mulching Area
- City Limits

Tri-Cities  
TN/VA  
America City  
1999

**DISCLAIMER**

This map was prepared for the purpose of providing a visual representation of the information provided to the City of Kingsport. It is not intended to be used as a legal document or as a basis for any legal action. The City of Kingsport is not responsible for any errors or omissions in this map. The City of Kingsport is not responsible for any damages or losses resulting from the use of this map. The City of Kingsport is not responsible for any claims or liabilities arising from the use of this map. The City of Kingsport is not responsible for any claims or liabilities arising from the use of this map.

Map Reference: 1555101044  
Date: 09/10/16

**Mulching Areas**



## **AGREEMENT FOR SERVICES**

THIS AGREEMENT, effective on April 4, 2017, by and between PROMIER LANDSCAPES, INC. hereinafter referred to as "COMPANY" and the CITY OF KINGSPORT, hereinafter referred to as "OWNER".

### **WITNESSETH:**

WHEREAS, OWNER has need for services and other adjunct services as may be authorized by OWNER for LANDSCAPE MAINTENANCE SERVICES, and;

WHEREAS, COMPANY desires to provide such services and being competent to do so;

NOW THEREFORE, OWNER and COMPANY in consideration of the mutual covenants and agreements herein contained, do hereby agree as follows:

### **ARTICLE I SCOPE OF SERVICES AND SCHEDULE**

- 1.1 The work and services to be performed (hereinafter referred to as "Services") by COMPANY shall be in accordance with COMPANY's Scope of Work, as detailed in Appendix A attached hereto and made a part hereof as though fully set out in the body of this Agreement.
- 1.2 On receiving authorization to proceed with the work, COMPANY shall proceed with the Scope of Work contained in Appendix A.
- 1.3 COMPANY shall proceed on a schedule mutually agreed with OWNER.

### **ARTICLE II INDEPENDENT CONTRACTOR**

2.1 COMPANY warrants to be an independent contractor and responsible for its Services, and not as the agent of OWNER, in performing the Agreement, maintaining complete control over its employees and all of its subcontractors. Nothing contained in this Agreement or any subcontract awarded by CONSULTANT shall create any contractual relationship between any such subcontractor and OWNER. COMPANY shall provide services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. The COMPANY shall review State of Tennessee and City of Kingsport laws and regulations applicable to its services. COMPANY agrees to comply with all applicable Federal, State and Local codes and ordinances, including all applicable requirements of the Americans with Disabilities Act, in the design or implementation of the

Project.

### **ARTICLE III COMMITMENT OF PERSONNEL**

- 3.1 COMPANY represents that it has, or will secure at its own expense, the qualified personnel required in performing the Services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with OWNER.
- 3.2 All the Services required hereunder will be performed by COMPANY or subcontractors under their supervision and all personnel engaged in the Services shall be fully qualified and shall be authorized or permitted under State of Tennessee and local laws to perform such Services.

### **ARTICLE IV COMPENSATION**

- 4.1 OWNER agrees to compensate COMPANY for Services performed pursuant to Article I, which Services are identified in Appendix A, for an amount not to exceed ONE HUNDRED FIFTEEN THOUSAND ONE HUNDRED FORTY TWO DOLLARS AND FIFTY CENTS (\$115,142.50). Said fee is inclusive of all labor, expenses and subcontracts to complete all elements of the Services for the Scope of Work, (Appendix A) except as may be identified in OWNER'S Responsibilities section of Appendix A, if such is included.
- 4.2 COMPANY shall submit periodic invoices in a form consistent with OWNER'S needs. Invoices for work performed shall indicate the time period during which the work was performed. The invoices are to be signed and certified as to their accuracy.
- 4.3 OWNER will promptly review monthly invoices. OWNER may require any additional information deemed necessary and appropriate to substantiate the invoice. OWNER shall have ten (10) work days from date of receipt from COMPANY of an invoice to reject all or any part of the invoice. OWNER shall pay the undisputed amounts to COMPANY within thirty (30) days of receipt of the invoice. The invoice shall show the percentage of completion of the Services as of the end of the period covered by the invoice. OWNER is not required to pay more than 90% of the compensation set out in 4.1 above until approval of Final Payment. Final payment, constituting the entire unpaid balance of the amount set out in 4.1 above, shall be made by OWNER to COMPANY only after COMPANY has fully performed and achieved Final Completion of the Services, and has provided OWNER all documents required by this Agreement.
- 4.4 COMPANY shall be responsible for alerting OWNER in any instance when it anticipates exceeding the budget amount; shall provide justification for same; and shall do so prior to expending 100% of the amount set out in 4.1 of this Agreement. The Agreement may be

amended as the work progresses, provided COMPANY receives written authorization from OWNER to make such amendments.

## **ARTICLE V PERIOD OF PERFORMANCE**

- 5.1 The Scope of the Services to be performed by COMPANY shall be fully and finally completed by November 15, 2017. Final completion is the completion of all Services and all contract requirements by COMPANY.

## **ARTICLE VI LIABILITY AND INSURANCE**

- 6.1 Public and Professional Liability - COMPANY shall fully indemnify, defend and save harmless OWNER, its Board of Mayor and Aldermen, employees and agents from and against damages, liabilities, expenses, compensations, claims, demands, suits or judgments of sums of money, including but not limited to court costs and reasonable counsel fees, to any party for loss of life or injury or damage to persons or property to the extent caused by, any negligent act, error, omission, of COMPANY, its agents, servants, or employees while engaged upon or in connection with the Services required or performed by COMPANY. The provisions of this Article VI shall survive the termination or expiration of this Agreement.
- 6.2 Insurance - Prior to beginning these Services, COMPANY shall, at COMPANY'S expense, obtain, keep in force during the term of this Agreement the following minimum amounts of insurance:
1. General Liability - occurrence basis bodily injury, personal injury and property damage - \$500,000 – \$1,000,000 combined single limit per occurrence;
  2. Automobile liability - owner, hired, and non-owned bodily injury and property damage - \$500,000 – \$1,000,000 combined single limit per occurrence;
  3. Workmen's compensation with statutory limits and employer's liability insurance with minimum limits of \$500,000, to provide for the payment of employees of CONSULTANT employed on or in connection with the work and/or to their dependents, of worker's compensation benefits, including when required, occupational disease benefits in accordance with the U. S. Longshoremen's and Harbor Worker's Compensation Act and the Jones Act. With the prior approval of OWNER, CONSULTANT may substitute different types of coverage for those specified as long as the total amount of required protection is not reduced.

OWNER, its Board of Mayor and Aldermen, its employees, and agents shall be named as additional insured on the certificates of insurance (General Liability or Automobile Liability) for such policies, and a certified copy of such certificates shall be provided to OWNER by

COMPANY prior to the start of Services. COMPANY shall provide OWNER, upon its request, a certified copy of any insurance policy required by this Agreement. Any failure or non-coverage by such policy or the limit of any such insurance shall not limit the liability of COMPANY to OWNER. The policy, or policies, shall contain a provision that such policy or policies may not be cancelled without thirty (30) days prior written notice of such cancellation to OWNER. Insurance required hereunder shall be in companies reasonably acceptable to OWNER.

## **ARTICLE VII TERMS AND CONDITIONS**

- 7.1 Successors and Assigns - This Agreement and all of its terms and conditions shall extend to and be binding upon the parties hereto and upon their respective heirs, executors, administrators, successors, and assigns.
- 7.2 Subletting, Assignment, or Transfer - This Agreement may not be sublet, assigned or transferred, changed, modified, or amended, in whole or in part, except as may be agreed, in writing, and signed by all the parties hereto.
- 7.3 Extent of Agreement - This Agreement constitutes the entire and integrated agreement between OWNER and COMPANY and no other written or oral understanding shall constitute part of this Agreement.
- 7.4 Severability - To the extent that any provision of this Agreement is finally adjudged invalid or unenforceable by a tribunal of competent jurisdiction, such provision shall be deemed modified to the extent necessary to make it enforceable.
- 7.5 Compliance of Laws - COMPANY shall comply with applicable laws, ordinances, rules, regulations and requirements of all federal, state and local governments, courts, boards, commissions or any other body exercising functions similar to the foregoing insofar as carrying out the provisions of this Agreement.
- 7.6 Termination – If through any cause, either party shall fail to fulfill in timely and proper manner the obligations, agreements or stipulations of this Agreement, the other party shall thereupon have the right to terminate this Agreement by filing written notice to the party in breach of such termination and specifying the effective date thereof, at least five days before the effective day of such termination.

In such event, all finished or unfinished documents, data, studies, and reports prepared by COMPANY under this Agreement shall, at the option of OWNER, become its property and COMPANY shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents. Notwithstanding the foregoing, COMPANY shall not be relieved of liability to OWNER for damages sustained by virtue of any breach of the agreement by COMPANY and OWNER may withhold any

payments to COMPANY for the purpose of set off until such time as the exact amount of damages due OWNER from COMPANY is determined.

- 7.7 Governing Law - This Agreement shall be interpreted under and governed by the laws of the state of Tennessee.
- 7.8 Right to Rely – The COMPANY shall have the right to reasonably rely upon the accuracy and completeness of the services and information furnished by the OWNER. The COMPANY shall provide prompt written notice to the OWNER if the COMPANY becomes aware of any errors, omissions or inconsistencies in such services or information. Nothing herein shall be construed so as to release COMPANY from its responsibility or liability.
- 7.9 Dispute Resolution – In the event that a conflict arises that cannot be resolved between the parties, OWNER and COMPANY agree that all disputes arising out of or relating to this Agreement or the Project shall be first submitted to non-binding mediation, unless the parties mutually agree otherwise. The mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period of agreement of the parties or court order.
- 7.10 Waiver of Consequential Damages – Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the COMPANY, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty.

## **ARTICLE VIII OWNERSHIP OF DOCUMENTS**

- 8.1 All documents, reports and material prepared by COMPANY in the performance of this Agreement shall become the sole property of OWNER upon payment in full of all monies owed the COMPANY, provided COMPANY is not in breach of this Agreement. COMPANY hereby acknowledges that all right, title, and interest in the documents and all related reports, plans, drawings, technical memoranda and other directly related documents of any kind prepared or made by COMPANY or its subcontractors in the performance of or in connection with COMPANY'S Services and duties under this Agreement shall be vested

solely with OWNER, including the right to hold, use, or dispose of same as OWNER deems appropriate in its sole discretion, but if OWNER uses such documents for other than intended purpose, OWNER assumes any and all liabilities for such use of the documents and COMPANY waives any property rights and copyright to such documents.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound have caused their duly authorized representative to, set their hand this day, month, and year first above written.

PROMIER LANDSCAPES, INC.

CITY OF KINGSPORT

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

WITNESS:

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

## APPENDIX A

### INVITATION TO BID

Sealed bids for the following project will be received by the Procurement Manager until 4:00 P.M., Eastern Time, March 07, 2017, and at that time publicly opened in the Council Room, City Hall. All bids will be considered for award or rejection at a later date.

PROJECT: Landscape Maintenance Services

A Pre-Bid Conference will be held in the Public Works Conference Room, 609 W. Industry Dr., Kingsport, TN at 11:00 A.M., Eastern Time, February 23, 2017.

A bid bond or certified check in an amount equal to five percent (5%) of the total of the bid is required. Certified checks should be made payable to City Treasurer, City of Kingsport. The successful bidder will be required to execute acceptable Performance and Payment Bonds in an amount equal to one hundred (100%) percent of the contract price.

All bidders must be licensed Contractors as required by the Contractors Licensing Act of 1994 (TCA Title 62, Chapter 6). No bid will be opened unless the outside of the sealed envelope containing the bid provides the following information: the Contractor's license number, the date of the license's expiration, and a quotation of that part of his classification applying to the bid; the Geothermal, HVAC, Masonry, Plumbing, Mechanical and Electrical subcontractor's license number, each date of the license expiration and that part of each classification applying to the bid if the value of work is \$25,000 or greater; (\$100,000.00 or greater for Masonry) if value of the subcontractor's work is less than \$25,000, (\$100,000.00 for Masonry), the bid envelope is to be indicated with the phrase "Subcontractor's bid is less than \$25,000" (\$100,000.00 for Masonry) after each appropriate heading. If no Subcontractor's are being used, the outside of the envelope must state, "No Subcontractors are being used on this project".

By submission of a signed bid, the bidder certifies total compliance with Title VI and Title VII of the Civil Rights Act of 1964, as amended, and all regulations promulgated thereunder.

No submitted bids may be withdrawn for a period of sixty (60) days after the scheduled closing time for receipt of bids. All bids shall be signed, sealed and addressed to the Procurement Manager, City of Kingsport, 225 W. Center St., Kingsport, TN 37660, and marked "Landscape Maintenance Services" The City by its governing regulations reserves the right to accept or reject any or all bids received, to waive any informalities in bidding and to re-advertise.

PUB IT: 02/15/17

Tilden J. Fleming  
City Manager



February 15, 2017

PROJECT: Landscape Maintenance Services

Dear Prospective Bidder:

You are invited to submit a price proposal for the above project. A copy of the Invitation to Bid, Bid Proposal, Non-Collusive Forms, Drug-Free Workplace Affidavit, Iran Divestment Act Affidavit and Envelope Cover Sheet, are attached. A bid bond will be required. Proposals must be submitted on the forms provided by the City.

If there are any questions, please call me at (423) 229-9419 or fax (423) 224-2433.

Sincerely,

A handwritten signature in cursive script, appearing to read "Sandra Crawford".

Sandra Crawford  
Procurement Manager

SKC/mrg

Attachments

I propose to commence the work within 7 calendar days after notification of acceptance of bid and complete the work as specified by the City.

LIQUIDATED DAMAGES

N/A

My Terms are AS PER BID DOCUMENT.

The bidder hereby agrees that the Board of Mayor and Aldermen have the right to reject any and all bids received and to waive any informalities.

Certified check or bid bond is herewith deposited with the City Treasurer, in the sum of 5% of the total bid amount, made payable to the order of City Treasurer of the City of Kingsport, Tennessee, with the understanding that if the bid herewith submitted is rejected, the said check will be returned to the bidder; and if the said bid is accepted by the City of Kingsport, check will be returned to the bidder upon the execution and securing of a contract to do the said work. If awarded the contract to this work, and the bidder refuses or neglects to execute a written contract to do the same and furnish security in the amount required within ten days after being notified that the contract has been awarded to him the certified check shall be forfeited to the City as liquidated damages for such neglect or refusal, and the amount so collected shall be paid into the fund set aside for the City's portion of the cost of the proposed improvement.

The successful contractor shall provide for workman's compensation and comprehensive general public liability insurance in amounts acceptable to the City. The contractor will furnish comprehensive automobile liability insurance and insurance in such form as shall be satisfactory to the City. The contractor shall furnish owner's liability insurance to defend, indemnify and save harmless the City of Kingsport from any and all claims and suits for injury to persons or property arising out of the performance of the contract caused in any way by the acts or omissions of the contractor or the contractor's agents, employees, or subcontractor during or in connection with the contract work, excepting bodily injury or death or property damage caused by the sole negligence of the owner, its agents or employees.

We have read and acknowledge the requirements of owner's liability insurance to save and defend the City harmless.

We acknowledge receipt of \_\_\_\_\_ addendum(s) to this project.

BID TO BE SUBMITTED IN DUPLICATE

  
HANDWRITTEN Signature of Authorized  
Representative

Promier Landscapes Inc.  
FIRM

3/6/2017  
Date

52306  
Tennessee Contractor's License Number

BID MUST BE SIGNED TO BE CONSIDERED

## LANDSCAPE MAINTENANCE SERVICES

**DOLLARS. (\$ 39,640.87).**

3. The undersigned agrees to perform ALL the work described by the "Specifications".
4. The undersigned agrees to commence work under this contract within seven days of after receipt of notice to proceed.
5. The undersigned agrees that this bid shall be good and may not be withdrawn for a period of (60) sixty calendar days after the scheduled closing time for receiving bids
6. The undersigned upon receipt of written notice of the acceptance of this bid, agrees to deliver, to the owner or his agent, the architect, the required performance bond, labor and material payment bond and certificate of insurance in accordance with the specifications. A 5% bid bond will be required.
7. The undersigned hereby acknowledges the receipt of:

**ADDENDA NO.**

**DATE**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

8. Not Used:

9. Alternates: (Areas 9-17)

Alternate No. 1 – Area 9	\$3,986.90
Alternate No. 2 – Area 10	\$12,513.90
Alternate No. 3 – Area 11	\$8,794.02
Alternate No. 4 - Area 12	\$9,824.97
Alternate No. 5 – Area 13	\$7,822.61
Alternate No. 6 – Area 14	\$10,387.15
Alternate No. 7 – Area 15	\$5,945.00
Alternate No. 8 – Area 16	\$10,987.51
Alternate No. 9 – Area 17	\$5,239.57

BID FORM - ATTACHMENT

PROJECT: Landscape Maintenance Services

Chris Kelso being first duly sworn, deposes and says  
that:

- (1) He is  
of Premier Landscapes Inc.  
the Bidder that has submitted the attached bid;
- (2) He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting, such bid,
- (3) Such bid is genuine and is not a collusive or sham bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has any way colluded, conspired, connived or agreed, directly with any other Bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly, or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid Price or the Bid Price of any other Bidder, or to secure through any collusion, conspiracy, connivance or lawful agreement any advantages against the City of Kingsport, or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, or parties in interest, including this affiant.

Ch Kelso

Manager

Title

Subscribed and sworn to before me this

6th day of March 2017

Title Freida Deaderick

My commission expires April 1 2019



Affidavit

STATE OF TENNESSEE  
COUNTY OF Sullivan

DRUG-FREE WORKPLACE AFFIDAVIT  
OF PRIME BIDDER

NOW COMES AFFIANT, who being duly sworn, deposes and says:

1. He/She is the principal officer for Premier Landscapes Inc.;
2. That the bidding entity has submitted a bid to City of Kingsport  
for the construction of Landscape Maintenance Services;
3. That the bidding entity employs no less than five (5) employs;
4. That Affiant certifies that the bidding entity has in effect, at the time of submission of its bid to perform the construction referred to above, a drug-free workplace program that complies with 50-9-113, *Tennessee Code Annotated*.
5. That this affidavit is made on personal knowledge.

Further Affiant saith not.

CH KH  
AFFIANT

SUBSCRIBED AND SWORN TO before me this 6<sup>th</sup> day of March, 2017.



Freida Kaye Deaderick  
NOTARY PUBLIC

My commission expires: April 1, 2017

DRUG-FREE WORKPLACE

If **CONTRACTOR** has five or more employees receiving pay: **CONTRACTOR** shall have a drug-free workplace program that complies with Title 50, Chapter 9 of the Code of Tennessee, shall obtain a certificate of compliance with the applicable portions of the Drug-Free Workplace Act from the Department of Labor and Workforce, and shall provide the Affidavit required by Public Acts, 2000, Chapter 918. **CONTRACTOR** shall ensure that it is in compliance with Public Acts, 2000, Chapter No. 918.

The City of Kingsport complies with Chapter 693 of the Public Acts of 2002 - The City of Kingsport operates a program that provides for testing of certain employees for workplace use of drugs and alcohol. The program is limited to those employees required by federal law to be tested. This law, known as the Omnibus Transportation Employee Testing Act of 1991, primarily covers certain employees who operate vehicles requiring a commercial drivers license or who work on vehicles the operation of which require a commercial drivers license.

# IRAN DIVESTMENT ACT AFFIDAVIT

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As per Tennessee Code Annotated, Title 12, and effective July 1, 2016:

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to § 12-12-106.

Signature



3/6/2017

Date

**City of Kingsport, Tennessee**  
**Landscape Maintenance Services**  
**Specifications**

**Statement of Intent**

The Landscape Maintenance Contractor shall anticipate that the City of Kingsport expects the landscape maintenance at these sites to be of the highest quality possible and shall be professionally managed, executed, and performed by experienced personnel.

**Scope of Work – All Areas**

The Landscape Maintenance Contractor shall provide all materials, equipment, and labor required to perform all tasks identified within these specifications. The landscape Contractor is expected to perform the described work a minimum of every two weeks during the growing season except for the required Spring and Fall clean-ups to be done once a year. Please read each section carefully because while the wording may at first glance appear to be the same, additional expectations may have been added.

**Base Bid**

The Base Bid for this request of services shall include Areas 1-8.

- Area 1 – The triangular landscaped bed near the entrance of the Exit 4, I-26/Wilcox Drive ramp
- Area 2 – The large existing landscaped bed halfway down the Exit 4 ramp from I-26 towards Wilcox Drive/J. B. Dennis Highway
- Area 3 – The landscaped bed around the trees near the end of Exit 4 ramp from I-26 near J. B. Dennis Highway
- Area 4 – The median of Wilcox Drive near the intersection of J. B. Dennis Highway
- Area 5 – The landscaped bed around the Welcome to Kingsport Sign on the east side of Wilcox Drive near the intersection of J.B. Dennis Highway
- Area 6 – The landscaped bed in front of the wetland area on the east side of Wilcox Drive along the north side of J. B. Dennis Highway
- Area 7 – The landscaped bed in front of the brick house at the intersection of Wilcox Drive and J. B. Dennis Highway
- Area 8 – The landscaped beds on the Northwest side of the intersection of Wilcox Drive and J. B. Dennis Highway

## **Alternates Bids**

A separate bid price shall be furnished for each of the following landscaped areas.

- Area 9 - The 911 center located on Unicoi Street (Both inside and outside the fenced area)
- Area 10 - The entire landscaped median of Eastman Road
- Area 11 - All of the landscaped areas in the Middle of Broad Street from and including Church Circle to Main Street
- Area 12 - The entire landscaped median of Memorial Blvd. from Fort Henry Drive to Center Street/Warpath Drive
- Area 13 - All Landscaped areas of Carousel Park (Inside and outside of the fence, including landscaped bed at intersection of Center Street and Clinchfield Street)
- Area 14 - All landscaped and tree planted areas at the interchange of Stone Drive and J.B. Dennis Highway
- Area 15 - All landscaped and tree planted areas at the interchange of Memorial Blvd. and J.B. Dennis Highway
- Area 16 - All landscaped and tree planted areas at the interchange of Fort Henry Drive and J.B. Dennis Highway
- Area 17 - All landscaped and tree planted areas at the intersection of Stone Drive and Netherland Inn Road

## **Scope of Work for Areas 1-8 (Base Bid)**

### **A. Weed Control**

1. At each visit hand-pull or spray any visible weeds from landscaped bed areas. In addition, the tops of any weeds over 6 inches in height must also be physically removed as not to cause an unsightly appearance.
2. Any visible weeds growth along the curb line (if present and in contact with the landscaped bed) must be removed or sprayed as not to cause an unsightly appearance.
3. Care must be taken to ensure no damage to the surrounding trees, shrubs, groundcover, perennials or turf occurs during any maintenance efforts.

### **B. Pesticide Applications**

1. All pesticide applications must performed by a company Chartered by the Tennessee Department of Agriculture.
2. All pesticides (restricted and/or non-restricted) shall only be applied by a Tennessee Department of Agriculture Certified Applicator.
3. All pesticide applications must be in strict accordance with the manufacturer's recommendations as well as all Local, State and Federal regulations.
4. Weather conditions must be conducive for all pesticide applications.
5. All pesticide applications must be documented in writing and submitted to the City Representative on a monthly basis and shall contain at minimum the following information:
  - a. Application date(s)
  - b. Application site(s)
  - c. Applicator(s) name

- d. Target pest(s)
- e. Object(s) treated
- f. Pesticide(s) used
- g. Total use dilution volume
- h. Application rate(s)
- i. Dilution percentage/rate(s)

C. Watering

1. The Landscape Contractor shall be responsible for monitoring the moisture levels in the bed areas and report to the City Representative any problems that may be present during the maintenance visits.

D. Tree, Shrub, Ornamental Grasses, Groundcover, and Perennial Care

1. Trees

- a. At each visit inspect for any signs of pests, diseases, or other issues, notifying the City Representative of any major findings. Implement appropriate control measures including physical removal or chemical controls as needed.
- b. At each visit remove all sucker growth from tree trunks. Pruning cuts shall be made in an appropriate manner as not to further damage the trees.
- c. Notify City Representative of any dead, dying, or major damage in the trees. The entire tree is only to be removed upon request.
- d. All trees must be maintained in a stable upright position by means acceptable to the City Representative.

2. Shrubs

- a. At each visit inspect for any signs of pests, diseases, or other issues, notifying the City Representative of any major findings. Implement appropriate control measures including physical removal or chemical controls as needed.
- b. At each visit prune away any wayward, dead, or broken branches.
- c. Notify City Representative of any dead, dying, or major damage. The entire shrub is only to be removed upon request.
- d. Periodically, but only as necessary, some shrubs may require a hard pruning to achieve adequate vehicular line-of-sight for traffic or signs. However, this shall be done only upon direction of the City Representative.

3. Ornamental Grasses

- a. At each visit inspect for any signs of pests, diseases, or other issues, notifying the City Representative of any major findings. Implement appropriate control measures including physical removal or chemical controls as needed.
- b. At each visit prune away any wayward, dead, or broken blades.
- c. Notify City Representative of any dead, dying, or major damage. The entire plant is only to be removed upon request.
- d. Periodically, but only as necessary, the ornamental Grass may require a hard pruning to achieve adequate vehicular line-of-sight for traffic or signs. However, this shall be done only upon direction of the City Representative.

4. Groundcover
    - a. At each visit inspect for any signs of pests, diseases, or other issues, notifying the City Representative of any major findings. Implement appropriate control measures including physical removal or chemical controls as needed.
    - b. At each visit prune away any wayward, dead, or broken growth.
    - c. Notify City Representative of any dead, dying, or major damage. The entire plant is only to be removed upon request.
  5. Perennials
    - a. At each visit inspect for any signs of pests, diseases, or other issues, notifying the City Representative of any major findings. Implement appropriate control measures including physical removal or chemical controls as needed.
    - b. At each visit prune away any wayward, dead, or broken growth.
    - c. Notify City Representative of any dead, dying, or major damage. The entire plant is only to be removed upon request.
- E. Mulch
1. Landscaped beds shall only be mulched with a clean, fresh layer of shredded pine bark mulch. Mulch shall be applied as to appear to be level and of a consistent layer over the entire bed.
  2. All mulched beds must be maintained at a depth of no less than two (2) inches and no greater than four (4) inches.
  3. Care must be taken to prevent contact with the trunks of any trees.
  4. At times the Landscape Maintenance Contractor may need to re-edge and reapply mulch to the beds if there are any issues of mulch washing out of the bed area.
- F. Spring Clean-up (To be performed once during the contract cycle)
1. Edging
    - a. Edge all landscape beds along all vertical curbs and along any existing sidewalks to prevent run off of mulch
    - b. Edge all landscape beds that are in contact with a turf area to define bed, prevent wash-out, and to make a smooth mowing line for turf management.
  2. Mulching
    - a. Shredded Pine Bark Mulch shall be applied a rate of no less than 1 cubic feet of product per 6 square feet each spring. Once applied, all beds must have a mulch depth of no less than (2) inches and no greater than four (4) inches
    - b. Mulch shall be applied as to appear to be level and of a consistent layer over the entire bed.
    - c. Care must be taken to prevent contact with the trunks of any trees.
  3. Fertilization
    - a. All plant material shall be fertilized with a low nitrogen, slow release product agreed upon by the Landscape Contractor and the City Representative.
    - b. Fertilizer applications must be fully documented and submitted to the City Representative as to type, rate of application and total amount used.

4. Pruning
  - a. General - All plant material shall be properly pruned to promote a natural look, remove any unwanted growth, and to remove any wayward, dead, or damaged branches. Proper pruning cuts shall be made as to avoid damaging the plant, promote healing, and develop proper structure.
  - b. Trees – Trees shall be pruned as needed such that no branches/limbs interfere with proper use of sidewalks, parking areas and roadways. It should also ensure that all roadway signage remains visible to traffic. At no time shall any tree be topped. Crepe Myrtles (if present) may require the removal of seed heads and/or crown reduction to promote flowering.
  - c. Shrubs – Any Spring flowering shrubs shall be pruned, but at a date after the blooms are spent.
  - d. Ornamental Grasses – Removal of all seed heads as well as removal of last year's growth to just above the base of the plant
  - e. Groundcover – May include removal of any growth over curb line, growth outside of bed, or sidewalk
  - f. Perennials – To include any spent seed heads and any of last year's spent growth.
5. Leaf Collection
  - a. Collect and remove any previous leaf debris accumulation from all landscape bed areas.
- G. Fall Clean-up (To be performed once during the contract cycle)
  1. Edging
    - a. Edge all landscape beds along all vertical curbs and along any existing sidewalks to prevent run off of mulch
    - b. Edge all landscape beds that are in contact with a turf area to define bed, prevent wash-out, and to make a smooth mowing line for turf management.
  2. Mulching
    - a. No Fall Mulching shall be required
  3. Fertilization
    - a. No Fall Fertilization shall be required
  4. Pruning
    - a. General - All plant material shall be properly pruned to promote a natural look, remove any unwanted growth, and to remove any wayward, dead, or damaged branches. Proper pruning cuts shall be made as to avoid damaging the plant, promote healing, and develop proper structure.
    - b. Trees – Trees shall be pruned as needed such that no branches/limbs interfere with proper use of sidewalks, parking areas and roadways. It should also ensure that that all roadway signage remains visible to traffic. At no time shall any tree be topped.
    - c. Shrubs - Prune away any wayward, dead, or broken branches. No major pruning should occur on shrubs that have set bloom for the following season.
    - d. Ornamental Grasses – Prune away any wayward, dead, or broken blades
    - e. Groundcover – May include removal of any growth over curb line, growth outside of bed, or sidewalk
    - f. Perennials – To include any spent seed heads and any of last year's spent growth.

5. Leaf Collection – After all leaves have fallen, rake or blow and collect leaf debris accumulation from all landscape bed areas.

H. Trash Removal and Cleanup

1. At each visit all litter, trash and unwanted debris will be removed from the landscaped beds and immediately surrounding areas (Minimum of 5 feet).
2. All litter and debris created by any of the above functions will be transported from the site and disposed at the Landscape Contractor's expense.

I. Traffic Control

1. Effective means for controlling pedestrian and vehicular traffic shall be instituted on every job site where necessary in accordance with U.S. Department of Transportation (DOT) Manual on Uniform Traffic Control Devices (MUTCD), and/or applicable state and local laws and regulations.

J. Irrigation

1. There is currently no irrigation systems within the landscaped beds included in this bid.

K. Guarantee

1. The Landscape Maintenance Contractor shall replace or repair, at the Contractor's expense, any plants or turf as a result of the Contractor's direct actions or failure to act to maintain the landscape beds and surrounding areas as expected and spelled out in this bid.

## **Scope of Work for Areas 9-17 (Alternate Bids)**

### **A. Weed Control**

1. At each visit hand-pull or spray any visible weeds from landscaped bed areas. In addition, the tops of any weeds over 6 inches in height must also be physically removed as not to cause an unsightly appearance.
2. Any visible weeds growth along the curb line, sidewalks, roads, or parking area (if present and in contact with the landscaped bed) must be removed or sprayed as not to cause an unsightly appearance.
3. Care must be taken to ensure no damage to the surrounding trees, shrubs, groundcover, perennials or turf occurs during any maintenance efforts.

### **B. Pesticide Applications**

1. All pesticide applications must performed by a company Chartered by the Tennessee Department of Agriculture.
2. All pesticides (restricted and/or non-restricted) shall only be applied by a Tennessee Department of Agriculture Certified Applicator.
3. All pesticide applications must be in strict accordance with the manufacturer's recommendations as well as all Local, State and Federal regulations.
4. Weather conditions must be conducive for all pesticide applications.
5. All pesticide applications must be documented in writing and submitted to the City Representative on a monthly basis and shall contain at minimum the following information:
  - a. Application date(s)
  - b. Application site(s)
  - c. Applicator(s) name
  - d. Target pest(s)
  - e. Object(s) treated
  - f. Pesticide(s) used
  - g. Total use dilution volume
  - h. Application rate(s)
  - i. Dilution percentage/rate(s)

### **C. Watering**

1. The Landscape Contractor shall be responsible for monitoring the moisture levels in the bed areas and report to the City Representative any problems that may be present during the maintenance visits.

### **D. Tree, Shrub, Ornamental Grasses, Groundcover, and Perennial Care**

#### **1. Trees**

- a. At each visit inspect for any signs of pests, diseases, or other issues, notifying the City Representative of any major findings. Implement appropriate control measures including physical removal or chemical controls as needed.
- b. At each visit remove all sucker growth from tree trunks. Pruning cuts shall be made in an appropriate manner as not to further damage the trees.
- c. Notify City Representative of any dead, dying, or major damage in the trees. The entire tree is only to be removed upon request.
- d. All trees must be maintained in a stable upright position by means acceptable to the City Representative.

2. Shrubs

- a. At each visit inspect for any signs of pests, diseases, or other issues, notifying the City Representative of any major findings. Implement appropriate control measures including physical removal or chemical controls as needed.
- b. At each visit prune away any wayward, dead, or broken branches.
- c. Notify City Representative of any dead, dying, or major damage. The entire shrub is only to be removed upon request.
- d. Periodically, but only as necessary, some shrubs may require a hard pruning to achieve adequate vehicular line-of-sight for traffic or signs. However, this shall be done only upon direction of the City Representative.

3. Ornamental Grasses

- a. At each visit inspect for any signs of pests, diseases, or other issues, notifying the City Representative of any major findings. Implement appropriate control measures including physical removal or chemical controls as needed.
- b. At each visit prune away any wayward, dead, or broken blades.
- c. Notify City Representative of any dead, dying, or major damage. The entire plant is only to be removed upon request.
- d. Periodically, but only as necessary, the ornamental Grass may require a hard pruning to achieve adequate vehicular line-of-sight for traffic or signs. However, this shall be done only upon direction of the City Representative.

4. Groundcover

- a. At each visit inspect for any signs of pests, diseases, or other issues, notifying the City Representative of any major findings. Implement appropriate control measures including physical removal or chemical controls as needed.
- b. At each visit prune away any wayward, dead, or broken growth.
- c. Notify City Representative of any dead, dying, or major damage. The entire plant is only to be removed upon request.

5. Perennials

- a. At each visit inspect for any signs of pests, diseases, or other issues, notifying the City Representative of any major findings. Implement appropriate control measures including physical removal or chemical controls as needed.
- b. At each visit prune away any wayward, dead, or broken growth.
- c. Notify City Representative of any dead, dying, or major damage. The entire plant is only to be removed upon request.

E. Mulch

1. Landscaped beds shall only be mulched with a clean, fresh layer of shredded pine bark mulch. Mulch shall be applied as to appear to be level and of a consistent layer over the entire bed.
2. All mulched beds must be maintained at a depth of no less than two (2) inches and no greater than four (4) inches.
3. Care must be taken to prevent contact with the trunks of any trees.
4. At times the Landscape Maintenance Contractor may need to re-edge and reapply mulch to the beds if there are any issues of mulch washing out of the bed area.
5. All trees under 1 foot in diameter will also need to be mulched in these areas.

F. Spring Clean-up (To be performed once during the contract cycle)

1. Edging

- a. Edge all landscape beds along all vertical curbs and along any existing sidewalks to prevent run off of mulch
- b. Edge all landscape beds that are in contact with a turf area to define bed, prevent wash-out, and to make a smooth mowing line for turf management.

2. Mulching

- a. Shredded Pine Bark Mulch shall be applied a rate of no less than 1 cubic feet of product per 6 square feet each spring. Once applied, all beds must have a mulch depth of no less than (2) inches and no greater than four (4) inches
- b. Mulch shall be applied as to appear to be level and of a consistent layer over the entire bed.
- c. Care must be taken to prevent contact with the trunks of any trees.

3. Fertilization

- a. All plant material shall be fertilized with a low nitrogen, slow release product agreed upon by the Landscape Contractor and the City Representative.
- b. Fertilizer applications must be fully documented and submitted to the City Representative as to type, rate of application and total amount used.

4. Pruning

- a. General - All plant material shall be properly pruned to promote a natural look, remove any unwanted growth, and to remove any wayward, dead, or damaged branches. Proper pruning cuts shall be made as to avoid damaging the plant, promote healing, and develop proper structure.
- b. Trees – Trees shall be pruned as needed such that no branches/limbs interfere with proper use of sidewalks, parking areas and roadways. It should also ensure that all roadway signage remains visible to traffic. At no time shall any tree be topped. Crepe Myrtles (if present) may require the removal of seed heads and/or crown reduction to promote flowering.
- c. Shrubs – Any Spring flowering shrubs shall be pruned, but at a date after the blooms are spent.
- d. Ornamental Grasses – Removal of all seed heads as well as removal of last year's growth to just above the base of the plant
- e. Groundcover – May include removal of any growth over curb line, growth outside of bed, or sidewalk
- f. Perennials – To include any spent seed heads and any of last year's spent growth.

5. Leaf Collection

- a. Collect and remove any previous leaf debris accumulation from all landscape bed areas.

G. Fall Clean-up (To be performed once during the contract cycle)

1. Edging

- c. Edge all landscape beds along all vertical curbs and along any existing sidewalks to prevent run off of mulch
- d. Edge all landscape beds that are in contact with a turf area to define bed, prevent wash-out, and to make a smooth mowing line for turf management.

2. Mulching
    - a. No Fall Mulching shall be required
  3. Fertilization
    - a. No Fall Fertilization shall be required
  4. Pruning
    - a. General - All plant material shall be properly pruned to promote a natural look, remove any unwanted growth, and to remove any wayward, dead, or damaged branches. Proper pruning cuts shall be made as to avoid damaging the plant, promote healing, and develop proper structure.
    - b. Trees – Trees shall be pruned as needed such that no branches/limbs interfere with proper use of sidewalks, parking areas and roadways. It should also ensure that that all roadway signage remains visible to traffic. At no time shall any tree be topped.
    - c. Shrubs - Prune away any wayward, dead, or broken branches. No major pruning should occur on shrubs that have set bloom for the following season.
    - d. Ornamental Grasses – Prune away any wayward, dead, or broken blades
    - e. Groundcover – May include removal of any growth over curb line, growth outside of bed, or sidewalk
    - f. Perennials – To include any spent seed heads and any of last year's spent growth.
  5. Leaf Collection – After all leaves have fallen, rake or blow and collect leaf debris accumulation from all landscape bed areas.
- H. Trash Removal and Cleanup
1. At each visit all litter, trash and unwanted debris will be removed from the landscaped beds and immediately surrounding areas (Minimum of 5 feet).
  2. All litter and debris created by any of the above functions will be transported from the site and disposed at the Landscape Contractor's expense.
- I. Traffic Control
1. Effective means for controlling pedestrian and vehicular traffic shall be instituted on every job site where necessary in accordance with U.S. Department of Transportation (DOT) Manual on Uniform Traffic Control Devices (MUTCD), and/or applicable state and local laws and regulations.
- J. Irrigation
1. There is currently no irrigation systems within the landscaped beds included in these bids.
- K. Guarantee
1. The Landscape Maintenance Contractor shall replace or repair, at the Contractor's expense, any plants or turf as a result of the Contractor's direct actions or failure to act to maintain the landscape beds and surrounding areas as expected and spelled out in these bids.
- L. Renewal Option
1. The contract will be awarded for a period of one year with a renewal option on an annual basis in one year increments providing all terms, conditions and costs are acceptable to both parties. The City reserves the right to rebid at the end of any contract period.

Bid or  
Proposal  
Bond

## Westfield Insurance Company

Westfield Insurance® 1 Park Circle, P O Box 5001,  
Westfield Center, Ohio 44251-5001 Toll Free 800-243-0210

KNOW ALL MEN BY THESE PRESENTS, that we, Premier Landscapes, Inc dba Premier Landscapes, Inc.  
\_\_\_\_\_, as Principal, and  
the Westfield Insurance Company, an Ohio Corporation, with its principal office at Westfield  
Center, Ohio, as Surety, are held and firmly bound unto City of Kingsport (Procurement Manager, City of Kingsport -  
225 West Center Street, Kingsport, TN 37660), as Oblige, in  
the penal sum of \$5,800 (Five Thousand Eight Hundred and 00/100) DOLLARS.  
lawful money of the United States of America, for the payment of which, well and truly to be made, we bind  
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these  
presents.

WHEREAS the said Principal is herewith submitting a bid or proposal for Landscape Maintenance Services  
(Various Locations);

NOW THEREFORE, the condition of the above obligation is such, that if the said Principal shall execute a  
contract and give bond for the faithful performance thereof, if required by the contract, or if the Principal or Surety  
shall pay the Oblige the difference, not exceeding the penal sum hereof, between the amount of the contract entered  
into in good faith to perform the work to which the bid or proposal relates and the amount bid or proposed by the  
Principal, then this obligation shall be void; otherwise it shall remain in full force and effect.

SIGNED this 7th day of March, 2017.

Premier Landscapes, Inc dba Premier Landscapes, Inc  
Principal

By: Jarrod Reed  
Jarrod Reed, President

Westfield Insurance Company

By: Benjamin E. Christian  
Benjamin E. Christian, Attorney-in-fact

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 12/01/15, FOR ANY PERSON OR PERSONS NAMED BELOW.


POWER NO. 4111801 03

General  
Power  
of Attorney

**Westfield Insurance Co.**  
**Westfield National Insurance Co.**  
**Ohio Farmers Insurance Co.**  
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint  
**M. KEITH SIMS, BENJAMIN R. CHRISTIAN, JOINTLY OR SEVERALLY**

 3/2/17  
or **KINGSPORT** and State of TN its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, undertakings, and recognizances; provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed TWO MILLION DOLLARS AND NO CENTS (\$2,000,000)----

**LIMITATION:** THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

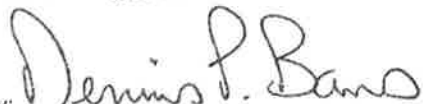
"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 01st day of DECEMBER A.D., 2015.

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

By:   
Dennis P. Baus, National Surety Leader and  
Senior Executive

State of Ohio  
County of Medina ss.:

On this 01st day of DECEMBER A.D., 2015, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed





David A. Kotnik, Attorney at Law, Notary Public  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio  
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this \_\_\_\_\_ day of \_\_\_\_\_ A.D.,



 Secretary  
Frank A. Carrino, Secretary



## AGENDA ACTION FORM

### Signal Maintenance Agreement with the Tennessee Department of Transportation (TDOT) for Modifications to Existing Signals (School Zone Flashers)

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

Action Form No.: AF-76-2017  
 Work Session: April 3, 2017  
 First Reading: April 4, 2017

Final Adoption: April 18, 2017  
 Staff Work By: Tim Elsea  
 Presentation By: Ryan McReynolds

#### **Recommendation:**

Approve the Resolution.

#### **Executive Summary:**

TDOT is planning to modify school zone flasher signals on SR-1 at Andrew Jackson Elementary, on SR-36 at John F. Kennedy Elementary, and on SR-93 at Sullivan North High School in an effort to improve driver safety. Through the spot safety improvement updates these school flashers will be changed to mast arms hanging over the roadway. This will make the flasher more visible and reduce probability of it being blocked by another vehicle in an adjacent lane.

This project is part of a state safety audit, and therefore is eligible for the Highway Safety Improvement Program (HSIP) funds, and no local match is required. Entering into this Agreement will allow TDOT to proceed with modifications of the school zone flasher signals; and by agreeing the City is responsible for maintenance of the signals once modifications are made.

City staff has reviewed the safety audit, and recommends entering into the maintenance agreements with TDOT –

SR-1 Jackson Elementary  
 Agreement No: 170038  
 PIN No: 121540.00  
 Federal Project No: NH-SIP-1(350)  
 State Project No: 82002-3283-94

SR-36 Kennedy Elementary  
 Agreement No: 170037  
 PIN No: 121541.00  
 Federal Project No: HSIP-36(62)  
 State Project No: 82006-3284-94

SR-93 North High School  
 Agreement No: 170036  
 PIN No: 121542.00  
 Federal Project No: HSIP-93(18)  
 State Project No: 82011-3231-94

#### **Attachments:**

1. Resolution
2. 3 Agreements (2 pages each)
3. Improvement Details (Memo & Location Map)

	Y	N	O
Duncan	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Clark	—	—	—

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION APPROVING SIGNAL MAINTENANCE AGREEMENTS WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the Tennessee Department of Transportation (TDOT) is planning to modify school zone flasher signals on SR-1 at Andrew Jackson Elementary, on SR-36 at John F. Kennedy Elementary, and on SR-93 at Sullivan North High School in an effort to improve driver safety; and

WHEREAS, this project is part of a state safety audit, and therefore is eligible for the Highway Safety Improvement Program (HSIP) funds, and no local match is required; and

WHEREAS, once approved, the agreements will allow TDOT to proceed with modifications of the school zone flasher signals, and the city is responsible for maintenance of the signals once modifications are made.

Now therefore,

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

SECTION I. That Agreement No. 170038 with the Tennessee Department of Transportation for school zone signal modifications on SR-1 at Jackson Elementary 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 No. 170038 with the Tennessee Department of Transportation for school zone signal modifications on SR-1 at Jackson Elementary 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:

SIGNAL MAINTENANCE

AGREEMENT No: 170038  
PROJECT IDENTIFICATION No: 121540.00  
FEDERAL PROJECT No: NH-SIP-1(350)  
STATE PROJECT No: 82002-3283-94  
State of Tennessee Department of Transportation  
LOCAL AGENCY PROGRAM AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and the City of Kingsport (hereinafter called the "Agency").

WITNESSETH:

WHEREAS, the Department desires to install a traffic signal within the jurisdictional limits of the Agency and

WHEREAS, the Agency, in recognition of the benefits to be received from the installation of said traffic signal desires to cooperate with the Department such that the traffic signal may be installed, operated and maintained.

NOW THEREFORE, in consideration of these premises, the Department and the Agency hereby enter into agreement to provide performance of the project.

SECTION I: The Project to be performed is described as follows:

"Signalization on SR-1 at the Andrew Jackson Elementary School"

SECTION II: The Agency shall be solely responsible for and pay all costs associated with maintenance and operation of all electrically operated devices together with the related equipment, wiring and other necessary appurtenances, and the Agency shall furnish electrical current to all such devices which may be installed as part of the project. Additionally, the Agency shall be solely responsible for and pay all costs associated with the maintenance and operation of solar- powered devices, including, but not limited to, replacement of solar panels, batteries, lights and lenses.

SECTION III: The Agency agrees to comply with all applicable federal and state laws and regulations in the performance of its duties under this contract. The parties hereby agree that failure of the Agency to comply with this provision shall constitute a material breach of this agreement and subject the Agency to the repayment of all state funds expended, or expenses incurred, under this agreement.

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

[Acknowledgements Deleted for Inclusion in this Resolution]

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

SECTION IV. That Agreement No. 170037 with the Tennessee Department of Transportation for school zone signal modifications on SR-36 at Kennedy Elementary is approved.

SECTION V. 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 No. 170037 with the Tennessee Department of Transportation for school zone signal modifications on SR-36 at Kennedy Elementary 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:

#### SIGNAL MAINTENANCE

AGREEMENT No: 170037

PROJECT IDENTIFICATION No: 121541.00

FEDERAL PROJECT No: HSIP-36-(62)

STATE PROJECT No: 82006-3284-94

State of Tennessee Department of Transportation

LOCAL AGENCY PROGRAM AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and the City of Kingsport (hereinafter called the "Agency").

#### WITNESSETH:

WHEREAS, the Department desires to install a traffic signal within the jurisdictional limits of the Agency and

WHEREAS, the Agency, in recognition of the benefits to be received from the installation of said traffic signal desires to cooperate with the Department such that the traffic signal may be installed, operated and maintained.

NOW THEREFORE, in consideration of these premises, the Department and the Agency hereby enter into agreement to provide performance of the project.

SECTION I: The Project to be performed is described as follows:

"SR-36 at the John F. Kennedy Elementary School"

SECTION II: The Agency shall be solely responsible for and pay all costs associated with maintenance and operation of all electrically operated devices together with the related equipment, wiring and other necessary appurtenances, and the Agency shall furnish electrical current to all such devices which may be installed as part of the project. Additionally, the Agency shall be solely responsible for and pay all costs associated with the maintenance and operation of solar- powered devices, including, but not limited to, replacement of solar panels, batteries, lights and lenses.

SECTION III: The Agency agrees to comply with all applicable federal and state laws and regulations in the performance of its duties under this contract. The parties hereby agree that failure of the Agency to comply with this provision shall constitute a material breach of this agreement and subject the Agency to the repayment of all state funds expended, or expenses incurred, under this agreement.

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

[Acknowledgements Deleted for Inclusion in this Resolution]

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

SECTION VII. That Agreement No. 170036 with the Tennessee Department of Transportation for school zone signal modifications on SR-93 at Sullivan North High School is approved.

SECTION VIII. 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 No. 170036 with the Tennessee Department of Transportation for school zone signal modifications on SR-93 at Sullivan North High School 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:

SIGNAL MAINTENANCE

AGREEMENT No: 170036

PROJECT IDENTIFICATION No: 121542.00

FEDERAL PROJECT No: HSIP-93(18)

STATE PROJECT No: 82011-3231-94

State of Tennessee Department of Transportation

LOCAL AGENCY PROGRAM AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and the City of Kingsport (hereinafter called the "Agency").

WITNESSETH:

WHEREAS, the Department desires to install a traffic signal within the jurisdictional limits of the Agency and

WHEREAS, the Agency, in recognition of the benefits to be received from the installation of said traffic signal desires to cooperate with the Department such that the traffic signal may be installed, operated and maintained.

NOW THEREFORE, in consideration of these premises, the Department and the Agency hereby enter into agreement to provide performance of the project.

SECTION I: The Project to be performed is described as follows:

"Signalization on SR-93 at the Sullivan North High School"

SECTION II: The Agency shall be solely responsible for and pay all costs associated with maintenance and operation of all electrically operated devices together with the related equipment, wiring and other necessary appurtenances, and the Agency shall furnish electrical current to all such devices which may be installed as part of the project. Additionally, the Agency shall be solely

responsible for and pay all costs associated with the maintenance and operation of solar- powered devices, including, but not limited to, replacement of solar panels, batteries, lights and lenses.

SECTION III: The Agency agrees to comply with all applicable federal and state laws and regulations in the performance of its duties under this contract. The parties hereby agree that failure of the Agency to comply with this provision shall constitute a material breach of this agreement and subject the Agency to the repayment of all state funds expended, or expenses incurred, under this agreement.

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

[Acknowledgements Deleted for Inclusion in this Resolution]

**SECTION IX** 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 X.** 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 XI.** That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 4th day of April, 2017.

\_\_\_\_\_  
JOHN CLARK, MAYOR

ATTEST:

\_\_\_\_\_  
JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, CITY ATTORNEY

AGREEMENT NO: 170038  
PROJECT IDENTIFICATION NO: 121540.00  
FEDERAL PROJECT NO: NH-SIP-1(350)  
STATE PROJECT NO: 82002-3283-94  
State of Tennessee Department of Transportation

### LOCAL AGENCY PROGRAM AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_ by and between the STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee  
(hereinafter called the "Department") and the City of Kingsport (hereinafter called  
the "Agency").

W I I N E S S E I H:

WHEREAS, the Department desires to install a traffic signal within the  
jurisdictional limits of the Agency and

WHEREAS, the Agency, in recognition of the benefits to be received from  
the installation of said traffic signal desires to cooperate with the Department such  
that the traffic signal may be installed, operated and maintained.

NOW THEREFORE, in consideration of these premises, the Department  
and the Agency hereby enter into agreement to provide performance of the  
project.

SECTION I: The Project to be performed is described as follows:

"Signalization on SR-1 at the Andrew Jackson Elementary  
School"

SECTION II: The Agency shall be solely responsible for and pay all costs  
associated with maintenance and operation of all electrically operated devices  
together with the related equipment, wiring and other necessary appurtenances,  
and the Agency shall furnish electrical current to all such devices which may be  
installed as part of the project. Additionally, the Agency shall be solely responsible  
for and pay all costs associated with the maintenance and operation of solar-  
powered devices, including, but not limited to, replacement of solar panels,  
batteries, lights and lenses.

SECTION III: The Agency agrees to comply with all applicable federal and  
state laws and regulations in the performance of its duties under this contract. The  
parties hereby agree that failure of the Agency to comply with this provision shall  
constitute a material breach of this agreement and subject the Agency to the  
repayment of all state funds expended, or expenses incurred, under this  
agreement.

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

**CITY OF KINGSFORT**

**STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
**John Clark**  
**Mayor**

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
**John C. Schroer**  
**Commissioner**

\_\_\_\_\_  
Date

**APPROVED AS TO  
FORM AND LEGALITY**

By: \_\_\_\_\_  
**Mike Billingsley**  
**Attorney**

\_\_\_\_\_  
Date

**APPROVED AS TO  
FORM AND LEGALITY**

By: \_\_\_\_\_  
**John Reinbold**  
**General Counsel**

\_\_\_\_\_  
Date

AGREEMENT NO: 170037  
PROJECT IDENTIFICATION NO: 121541.00  
FEDERAL PROJECT NO: HSIP-36(62)  
STATE PROJECT NO: 82006-3284-94  
State of Tennessee Department of Transportation

**LOCAL AGENCY PROGRAM AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_\_ by and between the STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee  
(hereinafter called the "Department") and the City of Kingsport (hereinafter called  
the "Agency").

W I I N E S S E I H :

WHEREAS, the Department desires to install a traffic signal within the  
jurisdictional limits of the Agency and

WHEREAS, the Agency, in recognition of the benefits to be received from  
the installation of said traffic signal desires to cooperate with the Department such  
that the traffic signal may be installed, operated and maintained.

NOW THEREFORE, in consideration of these premises, the Department  
and the Agency hereby enter into agreement to provide performance of the  
project.

SECTION I: The Project to be performed is described as follows:

"Signalization on SR-36 at the John F. Kennedy Elementary  
School"

SECTION II: The Agency shall be solely responsible for and pay all costs  
associated with maintenance and operation of all electrically operated devices  
together with the related equipment, wiring and other necessary appurtenances,  
and the Agency shall furnish electrical current to all such devices which may be  
installed as part of the project. Additionally, the Agency shall be solely responsible  
for and pay all costs associated with the maintenance and operation of solar-  
powered devices, including, but not limited to, replacement of solar panels,  
batteries, lights and lenses.

SECTION III: The Agency agrees to comply with all applicable federal and  
state laws and regulations in the performance of its duties under this contract. The  
parties hereby agree that failure of the Agency to comply with this provision shall  
constitute a material breach of this agreement and subject the Agency to the  
repayment of all state funds expended, or expenses incurred, under this  
agreement.

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

**CITY OF KINGSFORT**

**STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION**

<b>By:</b> _____	_____	<b>By:</b> _____	_____
<b>John Clark</b>	<b>Date</b>	<b>John C. Schroer</b>	<b>Date</b>
<b>Mayor</b>		<b>Commissioner</b>	

**APPROVED AS TO  
FORM AND LEGALITY**

**APPROVED AS TO  
FORM AND LEGALITY**

<b>By:</b> _____	_____	<b>By:</b> _____	_____
<b>Mike Billingsley</b>	<b>Date</b>	<b>John Reinbold</b>	<b>Date</b>
<b>Attorney</b>		<b>General Counsel</b>	

AGREEMENT NO: 170036  
PROJECT IDENTIFICATION NO: 121542.00  
FEDERAL PROJECT NO: HSIP-93(18)  
STATE PROJECT NO: 82011-3231-94  
State of Tennessee Department of Transportation

**LOCAL AGENCY PROGRAM AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_\_ by and between the STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee  
(hereinafter called the "Department") and the City of Kingsport (hereinafter called  
the "Agency").

W I I N E S S E I H:

WHEREAS, the Department desires to install a traffic signal within the  
jurisdictional limits of the Agency and

WHEREAS, the Agency, in recognition of the benefits to be received from  
the installation of said traffic signal desires to cooperate with the Department such  
that the traffic signal may be installed, operated and maintained.

NOW THEREFORE, in consideration of these premises, the Department  
and the Agency hereby enter into agreement to provide performance of the  
project.

SECTION I: The Project to be performed is described as follows:

"Signalization on SR-93 at the Sullivan North High School"

SECTION II: The Agency shall be solely responsible for and pay all costs  
associated with maintenance and operation of all electrically operated devices  
together with the related equipment, wiring and other necessary appurtenances,  
and the Agency shall furnish electrical current to all such devices which may be  
installed as part of the project. Additionally, the Agency shall be solely responsible  
for and pay all costs associated with the maintenance and operation of solar-  
powered devices, including, but not limited to, replacement of solar panels,  
batteries, lights and lenses.

SECTION III: The Agency agrees to comply with all applicable federal and  
state laws and regulations in the performance of its duties under this contract. The  
parties hereby agree that failure of the Agency to comply with this provision shall  
constitute a material breach of this agreement and subject the Agency to the  
repayment of all state funds expended, or expenses incurred, under this  
agreement.

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

**CITY OF KINGSFORT**

**STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
**John Clark**  
**Mayor**                      **Date**

By: \_\_\_\_\_  
**John C. Schroer**  
**Commissioner**                      **Date**

**APPROVED AS TO  
FORM AND LEGALITY**

By: \_\_\_\_\_  
**Mike Billingsley**  
**Attorney**                      **Date**

**APPROVED AS TO  
FORM AND LEGALITY**

By: \_\_\_\_\_  
**John Reinbold**  
**General Counsel**                      **Date**



*Office of the Assistant City Manager, Operations*

225 West Center Street • Kingsport, TN 37660 • 423-229-9471

RyanMcReynolds@KingsportTN.gov

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To: BMA Packet

From: RyanMcReynolds, P.E.

Date: March 27, 2017

RE: AF 76-2017 TDOT Signal Maintenance Agreement – School Zone Flasher Signals on SR-1 at Andrew Jackson Elementary; SR-36 at John F. Kennedy Elementary; and SR-93 at Sullivan North High School

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This project is an example of the positive collaborative work our Traffic Division performs on an ongoing basis with Region One TDOT staff. Through data collection and analysis, knowledge of the transportation system and expressed concerns from the public; our staff brings various safety related issues to TDOT's attention. Typically, our staff initiates the process by requesting a field review of specific safety issues within the City limits along state owned roadways. Once reviewed, analyzed and designed by TDOT, the projects move to the implementation/construction phase by TDOT.

Past examples of other projects that have either been performed or in process are as follows:

- Signalization improvements of Lynn Garden Drive
- Dedicated turn lanes along Stone Drive (SR-1) at the intersections of East Avenue, Walnut Avenue and Morison Avenue
- Signalization of Carolina Pottery Drive / Overhill Drive and State Route 126,
- Signalization of Flagship Drive and Airport Parkway (SR-357)
- Intersection Improvements at Moreland Drive / Hemlock Road and Ft. Henry Drive (SR-36)
- Intersection Improvements at Memorial Boulevard (SR-126) and Ft. Henry Drive (SR-36)
- School Warning Improvements at Jackson Elementary along Stone Drive (SR-1), Kennedy Elementary (SR-36) and North High School (SR-93)

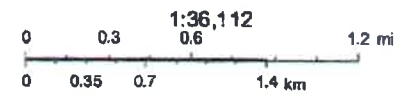
Please let me know if you need any further information.

## School flasher locations



March 27, 2017

Subdivision Labels = Local Street  
 Local Streets = Collector Street  
 — Private Street



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS user Community

Web AppBuilder for ArcGIS  
 Commonwealth of Virginia, USDA FSA, Microsoft |



## AGENDA ACTION FORM

### Authorize Community Grant Application from Walmart

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

Action Form No.: AF-78-2017  
 Work Session: April 3, 2017  
 First Reading: N/A

Final Adoption: April 4, 2017  
 Staff Work By: Craig Dye/Barry Brickey  
 Presentation By: Craig Dye/Barry Brickey

### Recommendation:

Approve the Resolution.

### Executive Summary:

The Kingsport Fire Department's Fire Marshal's is applying for a Walmart Community Grant. Walmart awards Community Grants that will have a positive impact on the community. This grant allows the Fire Marshal's to purchase needed equipment for fire prevention/ education, pre-planning/ inspection and for fire/ arson investigations.

The Kingsport Fire Department Community Grant totals \$1,000, the proceeds from this Walmart grant will provide Fire Prevention and Investigation equipment to help protect the public.

### Attachments:

1. Resolution

Funding source appropriate and funds are available: \_\_\_\_\_

	<u>Y</u>	<u>N</u>	<u>O</u>
Duncan	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Clark	—	—	—

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL  
DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND  
RECEIVE A COMMUNITY GRANT FROM WALMART

WHEREAS, the city, through the fire department is applying for a Walmart Community Grant;  
and

WHEREAS, this grant will allow the fire marshal to purchase needed equipment for fire  
prevention and education, pre-planning and inspection and for fire and arson investigations; and

WHEREAS, the maximum amount of the grant award is \$1,000.00.

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor,  
is authorized and hereby directed to execute, in a form approved by the city attorney, and subject  
to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents  
necessary and proper to apply for and receive a community grant from Walmart in the amount of  
\$1,000.00 for the fire department.

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

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

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

ADOPTED this the 4th day of April, 2017.

\_\_\_\_\_  
JOHN CLARK, MAYOR

ATTEST:

\_\_\_\_\_  
JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, CITY ATTORNEY



## AGENDA ACTION FORM

### Approval of Easements and Rights-of-Way

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

Action Form No.: AF-75-2017  
 Work Session: April 3, 2017  
 First Reading: N/A

Final Adoption: April 4, 2017  
 Staff Work By: R. Trent; P. Gilmer  
 Presentation By: R. McReynolds

### Recommendation:

Approve the offers.

### Executive Summary:

In order to extend utility services including sanitary sewer and water services to Camp Bays Mountain, the Public Works Department has requested rights-of-way and easements across affected properties for the Camp Bays Mountain Annexation Project. Appraisals have been prepared in accordance with the City of Kingsport's Real Property Acquisition Policies & Procedures and indicate the fair market values as per the below property owners.

<u>Tax Map</u>	<u>Property Owner/s</u>	<u>ROW/Easement Area</u>	<u>Appraised Value</u>
#75; 024.00	Ktown Properties, LLC 1120 Saratoga Road Kingsport, TN 37660	Perm. 5,529 sq. ft.	\$199.00
		Temp. 7,311 sq. ft.	\$198.00
#75; 011.11	Ktown Properties, LLC 1120 Saratoga Road Kingsport, TN 37660	Perm. 14,159 sq. ft.	\$623.00
		Temp. 3,668 sq. ft.	\$122.00

This project will be funded under #411-5004-501-9001 and #412-5004-501-9001

### Attachment:

1. Project Location Map

Funding source appropriate and funds are available: 

	<u>Y</u>	<u>N</u>	<u>O</u>
Duncan	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Clark	—	—	—



LOCATION MAP FOR  
CAMP BAYS MOUNTAIN ANNEXATION  
NOT TO SCALE



## AGENDA ACTION FORM

### Approve Issuance of Certificates of Compliance for Retail Food Stores to Sell Wine

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

Action Form No.: AF-74-2017  
 Work Session: April 3, 2017  
 First Reading: N/A

Final Adoption: April 4, 2017  
 Staff Work By: Angie Marshall  
 Presentation By: Jim Demming

#### Recommendation:

Approve the issuance of Certificates of Compliance to the following retail food stores to sell wine.

1. Scotchman #3408, 1701 East Stone Drive
2. Fas Mart #469, 2729 North John B. Dennis Highway
3. Fas Mart #470, 817 Lynn Garden Drive
4. Roadrunner #6025, 120 East Stone Drive
5. Roadrunner #6045, 4222 Fort Henry Drive

#### Executive Summary:

These are applications for retail food stores who have filed with the City Recorder for their Certificate of Compliance to sell wine. This Certificate, which must be issued and signed by the Mayor if the business is within a municipality, is a required attachment to the application this business will submit to the Tennessee Alcoholic Beverage Commission to obtain a license to sell wine in a retail food store.

Tennessee Code Annotated, Section 57-3-806 directs municipalities the Certificate must state:

1. The applicant in charge of the business has not been convicted of a felony within the past ten years; and
2. The applicant's business location complies with local zoning laws.

This application has met the requirements of TCA 57-3-806. A police background check has been conducted on the applicant with nothing found that would prevent receiving this certificate. Planning has also verified the business is properly zoned.

#### Attachments:

None

	Y	N	O
Duncan	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Clark	—	—	—